By Email

November 23, 2020

Karen Marcotte
Director for Licensing Activities
Office of the Comptroller of the Currency
400 7th Street SW
Washington, D.C. 20219

Re: Oportun Bank, National Association: Charter Application

Dear Ms. Marcotte:

On behalf of the Organizers of Oportun Bank, National Association ("Oportun Bank"), a proposed de novo national bank, Klaros Advisors, LLC hereby respectfully submits a charter application (the "Application") to the Office of the Comptroller of the Currency (the "OCC"). The Application includes (a) a Main Application, (b) a Public Exhibits Volume, and (c) a Confidential Exhibits Volume.

If you have any questions regarding the application, please contact me at konrad@klarosgroup.com.

Best Regards,

Konrad Alt
Managing Director
Klaros Advisors, LLC

cc: Stephen Lybarger, OCC
Lane Langford, OCC
Joan Aristei, Oportun Financial Corporation

BUCKLEY

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November 23, 2020

Karen Marcotte
Director for Licensing Activities
Office of the Comptroller of the Currency
400 7th Street SW
Washington, D.C. 20219

Re: Request for Confidential Treatment

Dear Ms. Marcotte:

On behalf of the organizers of Oportun Bank, National Association, a de novo national bank, we hereby respectfully request confidential treatment under the Freedom of Information Act, 5 U.S.C. § 552 ("FOIA"), and the implementing regulation of the Office of the Comptroller of the Currency (the "OCC"), 12 C.F.R. Part 4, Subpart B, for the information contained in the Confidential Exhibits Appendix of the Oportun Bank, N.A. charter application (the "Confidential Information"), including that it not be made available, electronically or otherwise, for inspection or copying. The Confidential Information has been labeled "Confidential Treatment Requested."

The Confidential Information includes information regarding the business strategies and plans of Oportun Financial Corporation and Oportun Bank, N.A. (collectively, "Oportun") and other information of a similar nature, the public disclosure of which would result in competitive harm. This information is commercial or financial information that is both customarily and actually treated as confidential by Oportun. This information is being provided to the OCC under an implied assurance of confidentiality, and the OCC has not provided any express or implied indications that it would publicly disclose the information. It is therefore exempt from disclosure under 12 C.F.R. § 4.12(b)(4).

In addition, the Confidential Information, including the Interagency Biographical and Financial Reports that are included as part of the Confidential Exhibits Volume, includes nonpublic personal information that is confidential within the meaning of 12 C.F.R. § 4.12(b)(6). Disclosure of this information would constitute an unwarranted invasion of personal privacy. Accordingly, confidential treatment is respectfully requested with respect to the Confidential Information under FOIA, specifically 5 U.S.C. § 552(b)(4) and (b)(6), and the OCC's implementing regulations, specifically 12 C.F.R. § 4.12(b)(4) and (b)(6). The Organizers also request confidential treatment of their signatures on the OCC certification in the Oportun Bank charter application. The signatures are nonpublic information within the meaning of 12 C.F.R. § 412(b)(6), disclosure of which would constitute an unwarranted invasion of privacy. Other provisions of law may also exempt the Confidential Information from disclosure.

In addition, we request that any memoranda, notes or other writings made by an employee, agent or any person under the control of the OCC (or any other governmental agency) that incorporate,

include or relate to any of the matters referred to in the Confidential Information, not be made part of any public record and not be disclosed to any person.

We also request that, should the OCC make a preliminary determination not to comply with this request for confidential treatment, Oportun be given notice thereof in ample time to permit it to make an appropriate submission as to why such information should not be disclosed publicly. If the Confidential Information, or any memoranda, notes or writings made by employees, agents or other persons under the control of the OCC that incorporate, include or relate to any of the matters referred to in the Confidential Information, are the subject of a FOIA request or a request or demand for disclosure by any governmental agency, Congressional office or committee, or court or grand jury, we request, pursuant to the OCC's regulations, that you notify Oportun and the undersigned prior to making such disclosure.

We further ask that Oportun and the undersigned be furnished with a copy of all written materials pertaining to any such request (including, but not limited to, the request itself and any determination with respect to such request) and that Oportun and the undersigned be given sufficient advance notice of any intended release so that Oportun may consider and pursue any available remedies.

If you have any questions about this request, please contact me at (202) 461-2910 or wzalenski@buckleyfirm.com.

Very truly yours,

Walter E. Zalenski

cc: Joan Aristei

APPLICATION

to the

OFFICE OF THE COMPTROLLER OF THE CURRENCY

to organize

OPORTUN BANK, NATIONAL ASSOCIATION

November 23, 2020

INTERAGENCY CHARTER AND FEDERAL DEPOSIT INSURANCE APPLICATION

(Check all appropriate boxes.)

Type of Charter

- [x] National Bank
- [ ] State Bank
- [ ] Federal Savings Bank or Association
- [ ] State Savings Association
- [ ] Other

Chartering Agency

- [x] Comptroller of the Currency
- [ ] State

Special Focus

- [ ] Community Development
- [ ] Cash Management
- [ ] Trust
- [ ] Bankers' Bank
- [ ] Credit Card [ ] Non-CEBA [ ] CEBA
- [ ] Other

Type of Insurance Application

- [ ] De Novo
- [ ] Operating Noninsured Institution
- [ ] Other

Federal Reserve Status

- [x] Member Bank
- [ ] Nonmember Bank

For OCC: [x] Standard [ ] Expedited

Proposed Depository Institution (institution)

Name: Oportun Bank, National Association

Street: 2 Circle Star Way City: San Carlos State: CA Zip: 94070

Holding Company Identifying Information (if applicable)

Name: Oportun Financial Corporation

Street: 2 Circle Star Way City: San Carlos State: CA Zip: 94070

Contact Person

Name: Joan Aristei

Title/Employer: General Counsel and Chief Risk Officer, Oportun Financial Corporation

Street: 2 Circle Star Way City: San Carlos State: CA Zip: 94070

Phone #: (650) 810-8823 Fax #: E-mail Address: joan.aristei@oportun.com

INTERAGENCY CHARTER AND FEDERAL DEPOSIT INSURANCE APPLICATION

1. **Overview**

    a. **Provide a brief overview of the application. The overview should describe the institution's business and any special market niche, including the products, market, services, and any nontraditional activities.**

De Novo Application

Oportun Bank, N.A. (the "Bank" or "Oportun Bank"), a proposed de novo national bank to be chartered by the Office of the Comptroller of the Currency ("OCC") and insured by the Federal Deposit Insurance Corporation ("FDIC"), will be a wholly-owned subsidiary of Oportun Financial Corporation (the "Parent," "Bank Holding Company," or, collectively with its subsidiaries, "Oportun" or the "Company"), a publicly-traded Delaware corporation. Oportun Bank and the Parent will be headquartered in San Carlos, California.

Oportun's Mission

Founded in 2005, Oportun is a mission-driven company dedicated to providing inclusive, affordable financial services that empower its low- and moderate-income ("LMI") customers to build better financial futures. This mission informs every aspect of how the Company runs its business, and it will be central to how the Bank will operate.

The Company's customers are hard-working LMI individuals with limited or no credit histories who have, historically, been largely shut out of the mainstream financial system and challenged in accessing mainstream credit products. Over 89% of Oportun's customers live in LMI communities. On average, Oportun's customers earn $46,000 per year, and many of them support a family on this modest income. With little or no access to traditional credit products from the incumbent banking institutions, most are among the 30% of American adults who could not cover an emergency $400 expense or could cover it only by selling an asset or borrowing money.[1]

When these customers first come to Oportun, their status with the major credit bureaus is often "No Hit," "No Score," or "Thin File," severely limiting their credit options to

[1] The Federa Reserve, "Report on the Econom c We -Be ng of U.S. Househo ds n 2018-May 2019." L nk: https://www.federa reserve.gov/pub cat ons/2019-econom c-we -be ng-of-us-househo ds- n-2018-dea ng-w th-unexpected-expenses.htm

address emergencies or move their lives forward through planned purchases or investment opportunities. Without Oportun, people in this situation must turn, out of necessity, to high-cost and sometimes predatory loans offered by alternative financial services providers willing to serve them. With Oportun, these customers have a way to access credit at a reasonable cost and to build solid credit bureau histories and scores.

Oportun has been expanding its presence in LMI communities to provide the customers it serves – and those the Company intends to serve in LMI communities nationwide – with affordable and responsible options. The Company's core product is a simple-to-understand, affordable, unsecured, and fully-amortizing personal installment loan with fixed payments and fixed interest rates, capped at a 36% annual percentage rate ("APR") for the life of the loan. Unlike the loans offered by many lenders serving the LMI community, Oportun's loans do not include hidden fees, and the Company earns 92% of its revenue from interest.[2] Oportun uses advanced data analytics, focusing in particular on ability-to-repay criteria, and proprietary credit models to gauge creditworthiness, make lending decisions, and extend these much-needed loans. Oportun also helps its customers establish the financial histories they need to access new credit opportunities by reporting their performance to the credit bureaus.

The Company's lending subsidiary, Oportun, Inc., has been certified by the U.S. Department of the Treasury as a Community Development Financial Institution ("CDFI") since 2009. Key to Oportun's mission is providing English/Spanish bilingual service to its diverse customer base. This commitment to diversity is also reflected in Oportun's leadership team.[3] Each level of management at Oportun, from its front-line supervisors to the corporate board of directors, is majority women or people of color.

Oportun, Inc., is a state-licensed lender and offers its core unsecured personal loan product in 12 states. Oportun has recently begun offering credit cards (through an issuing bank) in 24 states, and auto loans in one state. In addition, Oportun will offer its core unsecured personal loan product in over 30 additional states beyond its current state-licensed footprint through a bank partnership.

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[2] Oportun F nanc a Corporat on, "Form 10-K to the Secur t es and Exchange Comm ss on." L nk: https:// nvestor.oportun.com/node/8391/htm

[3] Leadersh p s def ned as D rectors, Sen or D rectors, V ce Pres dents, and above, nc us ve of the Board of D rectors. Peop e of co or s def ned us ng the se f-reported EEOC c ass f cat ons of B ack or Afr can Amer can, H span c or Lat no, As an, Amer can Ind an/A askan Nat ve, Nat ve Hawa an or Other Pac f c Is ander, and Two or More Races.

Oportun's Record of Success

Oportun takes pride in the success it has achieved in pursuit of this mission. In its 15-year history, the Company has originated more than 3.9 million loans, extending more than $9.3 billion of credit to more than 1.8 million customers and helping 870,000 of them to establish credit histories. The Company currently serves 624,205 active customers and operates over 340 retail locations in LMI communities, where customers could apply for loans, receive loan proceeds, and make cash payments. In 2019, the Company earned $598 million in revenue, booked its fifth consecutive year of pre-tax profitability.

Oportun's ability to serve the LMI community successfully stems from a deep understanding of the Company's customers, bilingual servicing, the rigorous application of data science principles to its large dataset, and its purpose-built proprietary lending platform that enables it to lend at a fraction of the price of other providers. At the same time, Oportun has demonstrated prudent loan-loss risk management.

In combination with its technological and analytical competencies, Oportun's business model and mission have brought significant benefits to its target market. Based on a study conducted by the Financial Health Network and commissioned by the Company, Oportun customers had saved more than an estimated $1.8 billion in aggregate interest and fees as of September 30, 2020, on their first loan with Oportun, as compared to the aggregate interest and fees they would have paid had they resorted to the alternative products available to them.

Vision for Oportun Bank

As a national bank, Oportun Bank, N.A., will pursue the same mission of service to the LMI community on a national scale. Oportun currently offers (1) its core unsecured personal loan product in 12 states, (2) credit cards (through an issuing bank) in 24 states, and (3) auto loans in one state. Oportun will be offering its core unsecured personal loan product in over 30 additional states beyond its current state-licensed footprint through a bank partnership. To carry out current programs, the Company must maintain 27 licenses in 24 different states, vary product terms pursuant to varying state requirements, and manage a range of partner banking relationships. With a national bank charter, by contrast, the Company will be able to focus on meeting the requirements of a single primary regulator.

A national bank charter will also enable the Company to improve the experience of its target customers. Through the Bank, Oportun will be able to provide its target market with deposit-based products, supporting its customers' efforts to build savings over time.

Finally, a bank charter will improve the Company's financial resiliency by giving it access to a wider array of funding sources, reducing its dependence on the capital markets and heightening its ability to serve its target market across market cycles. In addition to making deposit products available to its core LMI customer segment, the Bank will also offer savings accounts and certificates of deposit ("CDs") more broadly.

Plan for Oportun Bank

Oportun Bank, N.A., will absorb and build upon Oportun's existing and growing customer base, product suite, technology, retail network, global operations, and marketing capabilities to offer affordable credit products and FDIC-insured deposits to its customers nationwide.

1. Corporate Structure

The Bank will be the sole provider of banking services within the Company. The Bank will wholly own Oportun, Inc., which will wholly own, directly or indirectly, the entities through which Oportun currently makes loans, serves customers, and holds receivables. The Bank will also own a number of special purpose financing vehicles related to securitizations, as well as a technology development entity in India.

2. Products and Marketing

The Bank will offer the same kinds of unsecured consumer loans, credit cards, and direct auto and auto-secured personal installment loans that are currently offered by Oportun online, agent assisted over the phone, and through retail locations. The Bank will also offer savings accounts, checking accounts, and CDs online.

3. Board and Management

The Bank will be led by an experienced board of directors and senior management team. Because the Bank will contain essentially all of the Company's business, the two entities will share a common board and senior management team. Thus, the Bank's board will include seven directors.

These proposed directors have deep experience and expertise in banking or financial services management, regulation, and risk management. They also have related board experience, including service in leadership capacities at Bankers Trust Company, Crocker National Bank, The First Boston Corporation, Bear Stearns, Bank One, and Deposit Guaranty National Bank, as well as service on the board of directors for Union Bank (now MUFG Union Bank, N.A.). The proposed members of the Bank's board have also served in the Office of the Comptroller of the Currency, at the Office of Federal Housing Enterprise Oversight, on the staff of the U.S. Senate Committee on Banking, Housing, and Urban Affairs, on the Community Advisory Council of the Federal Reserve Board, and on the Consumer Advisory Board of the Consumer Financial Protection Bureau ("CFPB").

The Bank's proposed senior executive team also brings deep experience and expertise in financial services generally and in the banking industry specifically. Collectively, the proposed CEO and his executive team have over 162 years of experience as leaders of and advisors to financial services businesses, including decades of experience working in and with major banking organizations, among them Citigroup, JPMorgan Chase & Co., Goldman Sachs, HSBC, Wells Fargo, Credit Suisse First Boston, Visa, Capital One, First USA, and Toyota Motor Credit.

4. Records, Systems, and Controls

The Bank's principal accounting and IT systems will include Oportun's existing IT systems, a core banking system for deposits that the Bank will source from an external vendor, and additional systems to support the Bank's management. The Organizers expect that the Bank will use Oportun's current general ledger system to maintain its ledger, which will be the system of record for its financial and regulatory reporting.

The Bank will leverage Oportun's current Compliance Management System to establish and maintain a compliance management program that aligns with regulatory guidance and has the necessary staff, resources, expertise, and independence to manage the compliance risks that will arise from the Bank's planned activities.

The Bank will also build on Oportun's existing system of automated and other internal controls. In addition, as a public company, Oportun is subject to the external auditor requirements in Section 404(b) of the Sarbanes-Oxley Act of 2002. The Bank will supplement these controls as needed through internal or external technology solutions.

For additional details of Oportun's existing business and Oportun Bank's business plan, see Confidential Exhibit A (Business Plan, Section II).

b. Describe any issues about the permissibility of the proposal with regard to applicable state or federal laws or regulations. Identify any regulatory waiver requests and provide adequate justification.

There are no issues regarding the permissibility of the proposal with regard to applicable state or federal laws or regulations.

The Bank respectfully requests a waiver of the director residency requirement at 12 U.S.C. § 72. This law requires that at least a majority of the directors of a national bank must have resided in the state in which the national bank is located, or within 100 miles of the location of the office of the national bank, for at least one year preceding their election and during their continuance in office.

The Bank's proposed board of directors will initially have seven members. Currently two of the directors will not reside in California, or within 100 miles of the Bank's main office in San Carlos, California, for at least one year preceding their election. However, given the current situation with COVID, it is possible that other directors could move out of California, and because of that, Oportun Bank is requesting a waiver in advance of such an event.

c. List and provide a copy of all applications filed in conjunction with this proposal, such as applications for holding company, trust powers, branch offices, service corporations, and other subsidiaries.

Copies of (i) the application to the FDIC for deposit insurance for Oportun Bank and (ii) the application to the Federal Reserve for Oportun Financial Corporation to become a bank holding company will be provided under separate cover to the OCC when they are filed with those agencies.

d. When available, provide a copy of all public or private offering materials and the proposed form of stock certificate, including any required restrictive legends.

Not applicable.

e. Provide a copy of the proposed articles of association, articles of incorporation, or charter, and proposed bylaws.

See Confidential Exhibit B of this application.

f. Provide a copy of the business plan. The business plan should address, at a minimum, the topics contained in the appropriate regulatory agency's Business Plan Guidelines.

The Business Plan for Oportun Bank is included in Confidential Exhibit A of this application.

2. Management

a. Provide a list of the organizers, proposed directors, senior executive officers, and any individual, or group of proposed shareholders acting in concert that will own or control 10 percent or more of the institution's stock. For each person listed, attach an Interagency Biographical and Financial Report, a fingerprint card, and indicate all positions and offices currently held or to be held with the institution's holding company and its affiliates, if applicable. Include the signed "Oath of Director" for each proposed director. For an FSA filing, provide a RB 20a Certification for each person listed.

Oportun Financial Corporation will own 100% of Oportun Bank's stock.

Organizers

The Bank's Organizers are:

- Raul Vazquez, proposed Director and CEO of Oportun Bank and currently Director and CEO of Oportun, Inc., and Oportun Financial Corporation (collectively, "Oportun");
- Jonathan Coblentz, proposed CFO of Oportun Bank and currently CFO of Oportun;
- Joan Aristei, proposed General Counsel and Chief Risk Officer of Oportun Bank and currently General Counsel and Chief Risk Officer of Oportun;
- Patrick Kirscht, proposed Chief Credit Officer of Oportun Bank and currently Chief Credit Officer of Oportun; and
- Matthew Jenkins, proposed Chief Operations Officer of Oportun Bank and currently Chief Operations Officer of Oportun.

Directors

The Bank's proposed directors, in addition to Mr.Vazquez, listed above, include:

- Aida M. Alvarez, Independent Director;
- Jo Ann Barefoot, Independent Director;
- Louis P. Miramontes, Independent Director;
- Carl Pascarella, Independent Director;
- David Strohm, Independent Director; and
- R. Neil Williams, Independent Director.

Senior Executives

The Bank's senior executives, in addition to the organizers listed above, will be:

- David Needham, Chief Technology Officer, currently Chief Technology Officer of Oportun;
- Ben Armstrong, Chief Marketing Officer, currently Chief Marketing Officer of Oportun; and
- Robin Lykins, Chief Human Resources Officer, currently Chief Human Resources Officer of Oportun.

The template for the Oath of Bank Director for each proposed director is included as Exhibit 1 to this application.

A Corporate Background and Financial Report for Oportun Financial Corporation and an Interagency Biographical and Financial Report for each organizer, proposed director, and proposed senior executive officer will be provided under separate confidential cover directly to the OCC case manager.

b. Describe each proposed director's qualifications and experience to serve and oversee management's implementation of the business plan. Describe the extent, if any, to which directors or major stockholders are or will be involved in the day-today management of the institution. Also list the forms of compensation, if any.

The Bank's board of directors will include seven directors, of whom six will be independent, outside (non-employee) directors. Their collective experience represents deep expertise in banking and financial services, the products, services, and competitive environment specific to Oportun Bank, bank regulation and compliance, and the legal, financial management, and operating issues critical to the Bank's success. The proposed directors are:

Carl Pascarella (Lead director)
Carl has served as a member of Oportun's board since 2010. He brings expertise from his role as an executive advisor at TPG Capital, a leading global private equity firm. Carl retired in 2005 from Visa, where he served as president and chief executive officer for 12 years after holding multiple leadership positions. He also worked as vice president of the international division of Crocker National Bank and vice president of metropolitan banking at Bankers Trust.

Aida Alvarez
Aida has served on Oportun's board since 2011. She also serves on the board of directors at Fastly, Inc., HP, Inc., and K12 Inc. Aida is the former administrator of the U.S. Small Business Administration and served in President Clinton's Cabinet. She was the founding director of the Office of Federal Housing Enterprise Oversight and worked extensively in public finance. She previously served on the board of directors of Walmart, PacifiCare Health Systems, Union Bank, UnionBanCal and Zoosk, Inc. Aida was elected to serve her alma mater on the Harvard Board of Overseers. She holds honorary degrees from four other universities.

Jo Ann Barefoot
Jo Ann has served on Oportun's board since 2016. She is the CEO and co-founder of the Alliance for Innovative Regulation. She is the founder of Barefoot Innovation Group and serves as an advisor to private consumer finance companies and fintech startups. She currently serves as chair of the board of the Center for Financial Services Innovation and the National Foundation for Credit Counseling, and formerly served on the Consumer Advisory Board of the CFPB. Jo Ann previously served as Deputy Comptroller of the Currency and has held leadership roles at Treliant Risk Advisors, KPMG, and the National Association of Realtors, as well as serving on the staff of the U.S. Senate Committee on Banking, Housing, and Urban Affairs. Jo Ann was a senior fellow at the John F. Kennedy School of Government's Mossavar-Rahmani Center for Business & Government at Harvard University.

Louis P. Miramontes
Louis has served as a member of Oportun's board since 2014. He is a financial executive and certified public accountant in the state of California. He previously worked as a senior partner, managing partner of the San Francisco office, and senior partner of the Latin American region at KPMG. Louis was also an audit partner providing services to public and private companies, with expertise in SEC compliance and Sarbanes-Oxley regulations. He currently serves on the board of directors of Lithia Motors and Rite Aid. Louis received a BS in business administration from California State University, East Bay.

David Strohm
Dave has served on Oportun's board since 2007. He has been a partner at venture capital firm Greylock Partners since 2001 and has been affiliated with Greylock since 1980. Dave also currently serves as a director of several private companies and previously as a director of DoubleClick, Internet Security Systems, SuccessFactors, EMC, and VMware. Dave received a BA from Dartmouth College and an MBA from Harvard Business School.

R. Neil Williams
Neil has served on Oportun's board since 2017. He previously was executive vice president and chief financial officer at Intuit and held similar executive positions at Visa. Neil also served a dual role as chief financial officer for Inovant, Visa's global IT organization. He has been an independent director of RingCentral since March 2012 and previously served on the board of directors of Amyris from May 2013 to March 2020. He has held numerous senior financial positions at commercial banks, and is a certified public accountant. He received his BA in business administration from the University of Southern Mississippi.

Raul Vazquez
Raul has served as Oportun's chief executive officer and as a member of Oportun's board of directors since 2012. Prior to joining Oportun, Mr. Vazquez served in various positions since 2002 at Walmart.com and Walmart Inc., including three years as Chief Executive Officer of Walmart.com. Mr. Vazquez serves as a member of the board of directors of Intuit, Inc., and also serves on the board of directors of the National Association for Latino Community Asset Builders ("NALCAB"). He previously served as a director of Staples, Inc. In addition, Mr. Vazquez has served as a member of the Consumer Advisory Board of the CFPB and the Community Advisory Council of the Federal Reserve Board, where he also served as Chair. Mr. Vazquez received a BS and MS in Industrial Engineering from Stanford University and an MBA from the Wharton Business School at the University of Pennsylvania.

c. Provide a list of board committees and members.

The Bank's board will have an Audit and Risk Committee, Compensation and Leadership Committee, Credit Risk and Finance Committee, and Nominating, Governance and Social Responsibility Committee. At inception, there will be three independent directors on each of the four committees. Details of the roles and responsibilities of each committee can be found in Confidential Exhibit A (Business Plan, Section V).

d. Describe any plans to provide ongoing director education or training.

Oportun maintains a director training program designed to ensure that its directors have the knowledge required for effective oversight of the company's strategy, business operations, risk management, and compliance. The Bank will leverage the same training program for its Board, supplemented as necessary to ensure that its directors stay abreast of regulatory requirements specifically applicable to national banks and their holding companies. New external directors will undergo an orientation that includes an introduction to: the Bank's business activities; its organization, management structure, platforms, and business activities; and the Bank's approach to risk management. Periodic director training sessions will enable Board members to refresh on topics of central importance and stay abreast of developments in applicable law and regulation.

e. Describe each proposed senior executive officer's duties and responsibilities and qualifications and experience to serve in his/her position. If a person has not yet been selected for a key position, list the criteria that will be required in the selection process. Discuss the proposed terms of employment, including compensation and benefits, and attach a copy of all pertinent documents, including an employment contract or compensation arrangement. Provide the aggregate compensation of all officers.

Mirroring the structure currently in place for Oportun, Inc., the Bank's senior executive officers will include a Chief Executive Officer (Raul Vazquez) and, reporting to the CEO, a Chief Financial Officer (Jonathan Coblentz), Chief Credit Officer (Patrick Kirscht), Chief Operations Officer (Matt Jenkins), Chief Technology Officer (David Needham), General Counsel and Chief Risk Officer (Joan Aristei), Chief Marketing Officer (Ben Armstrong), and Chief Human Resources Officer (Robin Lykins). Additionally, the Head of Internal Audit will have an administrative reporting line to the CFO but will report to the Audit and Risk Committee of the Board for substantive purposes. Details of each senior executive officer's duties and qualifications are included in Confidential Exhibit A (Business Plan, Section V). The proposed officers are:

Raul Vazquez, Chief Executive Officer
(See biographical summary above.)

Jonathan Coblentz, Chief Financial Officer
With over a quarter century of experience in the consumer finance industry, Mr. Coblentz has served as Oportun's Chief Financial Officer since 2009. He previously

acted as Chief Financial Officer and Treasurer at MRU Holdings, a publicly-traded student loan finance company. Prior to joining MRU Holdings, Mr. Coblentz was a Vice President at Fortress Investment Group, LLC, a global investment management company. Prior to his time at Fortress, Mr. Coblentz spent over seven years at Goldman, Sachs & Co. Mr. Coblentz began his career at Credit Suisse First Boston. Mr. Coblentz received a BS, summa cum laude, in Applied Mathematics with a concentration in Economics from Yale University.

Joan Aristei, General Counsel and Chief Risk Officer

Ms. Aristei joined Oportun in 2014 and has served as Oportun's General Counsel since 2018. She is currently the General Counsel and Chief Risk Officer. An attorney and compliance specialist with a JD and MBA, Joan brings over 25 years of expertise from top-tier law and financial services firms to her role at Oportun. Prior to joining Oportun, Ms. Aristei was a Director at Citi Private Bank from October 2010 to May 2014, where she served as head of Banking and Lending Product Compliance. Ms. Aristei was also previously Assistant General Counsel and Chief Compliance Officer for JP Morgan Chase & Company, in its auto finance and student lending division, where she led the establishment of a compliance framework for JP Morgan's auto finance business after its merger with Bank One. Ms. Aristei received a BA in Chemistry and in French Literature from the University of California, San Diego, an MBA from the UCLA Anderson School of Management, and a JD from Loyola Law School.

Patrick Kirscht, Chief Credit Officer

Mr. Kirscht joined Oportun in 2008 and serves as Oportun's Chief Credit Officer. Prior to joining Oportun, Mr. Kirscht was Senior Vice President of Risk Management for HSBC Card Services, Inc., the consumer credit card segment of HSBC Holdings, from 2007 to 2008. Mr. Kirscht joined HSBC Card Services in 2005 as part of HSBC's acquisition of Metris Companies Inc., a start-up mono-line credit card company. Mr. Kirscht joined Metris Companies in 1995, where he served as Vice President of Planning and Analysis until he moved to Risk Management in 2004. Mr. Kirscht received a BS in Economics with a minor in Statistics, a BS in Business and an MBA from the University of Minnesota.

Matthew Jenkins, Chief Operations Officer

Mr. Jenkins has served as Oportun's Chief Operations Officer since November 2016 and also as Oportun's General Manager, Personal Loans, since August 2018 and General Manager, Personal & Auto Loans, since January 2020. Prior to joining Oportun, Mr. Jenkins was Managing Director, Head of Global Consumer Operations Functions, at Citigroup Inc., or Citi, from April 2015 to November 2016. In his prior role, Mr. Jenkins served as the Cards Chief Operations Officer at Citi from July 2011 to April

2015. From September 1999 to July 2011, Mr. Jenkins held various leadership roles of increasing scope and responsibility within consumer operations at Citi. Prior to Citi, Mr. Jenkins worked at First USA/Bank One's Cardmember Service team from September 1995 to September of 1999 in various capacities, most recently as the Chief Finance Officer and Director of Business Analytics. Mr. Jenkins also served in the U.S. Army from 1988 to 1992, where he worked as an Intelligence Analyst and Spanish Linguist. Mr. Jenkins received a BA in Economics, summa cum laude, from the University of Texas at Austin.

David Needham, Chief Technology Officer
Mr. Needham joined Oportun in 2012 and serves as Oportun's Chief Technology Officer. Prior to joining Oportun, Mr. Needham was a Vice President at @WalmartLabs, Walmart Inc.'s Silicon Valley technology innovation lab, from October 2011 to September 2012. Mr. Needham was also Vice President, Product Development, at Samsclub.com, an online retail company, from May 2011 to October 2011, and Senior Director, Product Management, for Walmart.com, an online retail company, from January 2010 to May 2011. Earlier in Mr. Needham's career, he held various technical product management roles at Sycle.net, Tradami, and UPS-Supply Chain Solutions, where he focused on the development of Software-as-a-Service based business solutions. Mr. Needham received a BS in Business from the University of San Francisco.

Ben Armstrong, Chief Marketing Officer
Building on more than two decades of experience across payments and business, Ben leads Oportun's brand and customer growth efforts as the company's chief marketing officer. Prior to Oportun, Ben served as senior vice president and chief financial officer for product, merchant, and digital solutions at Visa. His track record also includes positions with McKinsey, IBM, and PricewaterhouseCoopers.

Robin Lykins, Chief Human Resources Officer
Robin brings more than two decades of leadership experience in human resources and organizational development to her role as chief human resources officer at Oportun. She has demonstrated transformational leadership at high-growth tech companies such as Verifone, where she served as Senior Vice President and Chief People Officer. Robin has also led teams at RMS, MegaPath, CEL, Trazar Corporation, and Etec Systems.

i. If a person has not yet been selected for a key position, list the criteria that will be required in the selection process.

The Organizers plan for Oportun Bank to offer online deposit products. In connection with this planned product offering, the Bank plans to recruit a Head of Deposit Products who meets the following qualifications:

- Consumer banking executive with track record of successful P&L leadership with consumer deposits products, including digital channels;
- Experience working in high growth organizations;
- Experience working across functions, bringing together marketing, customer experience, operations, technology, risk, compliance, and P&L viewpoints to make financial services products successful;
- Reputation and track record of integrity and professionalism in the banking industry;
- 15+ years' professional experience;
- Bachelor's degree, with MBA or other graduate degree preferred; and
- Aligned with Oportun mission, values, and customer-centric approach.

ii. Discuss the proposed terms of employment, including compensation and benefits, and attach a copy of all pertinent documents, including an employment contract or compensation arrangement.

Current compensation arrangements, by senior officer and in aggregate for the group, are provided in Confidential Exhibit C.

f. Describe any potential management interlocking relationships (12 U.S.C. § 1467a(h)(2), 3201-3208), or applicable state law) that could occur with the establishment or ownership of the institution. Include a discussion of the permissibility of the interlock with regard to relevant law and regulations or include a request for an exemption.

Not applicable. There are no potential management interlocking relationships that could occur with the establishment or ownership of the institution.

g. Describe any potential conflicts of interest.

Not applicable. There are no potential conflicts of interest.

h. Describe any transaction, contract, professional fees, or any other type of business relationship involving the institution, the holding company, and its affiliates (if applicable), and any organizer, director, senior executive officer, shareholder owning or controlling 10% or more, and other insiders. Include professional services or goods with respect to organizational expenses and bank premises and fixed asset transactions. (Transactions between affiliates of the holding company that do not involve the institution need not be described.)

i. State whether the business relationship is made in the ordinary course of business, is made on substantially the same terms as those prevailing at the time for comparable transactions with non-insiders, and does not present more than the normal risk of such transaction or present other unfavorable features.

There are no insider relationships other than relationships between affiliates.

As discussed in Confidential Exhibit A (Business Plan, Section III), the Bank proposes to enter into various transactions and service agreements with the holding company, Oportun Financial Corporation. Other than as set forth below, none of these transactions will result in compensation to senior executives or other insiders of Oportun or the Bank. Any payments to or by the Bank for goods or services the Bank may provide to or procure from Oportun Financial Corporation pursuant to service agreements will be at rates at least as favorable to the Bank as rates prevailing in the marketplace for such goods or services.

Directors and senior executive officers serve on the holding company board and management team.

The equity incentive plan sits with the holding company (Oportun Financial Corporation). As a result, directors, officers, and other employees of the Bank will participate in the plan and receive equity in the holding company.

The amended and restated certificate of incorporation and amended and restated bylaws of Oportun Financial Corporation provide that the Company is required to indemnify its directors and officers to the fullest extent permitted by Delaware law. The Oportun Financial Corporation amended and restated bylaws also provide that, upon satisfaction of certain conditions, the Company shall advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding, and

permit the Company to secure insurance on behalf of any officer, director, employee, or other agent for any liability arising out of his or her actions in that capacity regardless of whether the Company would otherwise be permitted to indemnify him or her under the provisions of Delaware law. The Company's amended and restated certificate of incorporation and amended and restated bylaws also provide the Company's board with discretion to indemnify employees and other agents when determined appropriate by the board. The Company has entered into, and expects to continue to enter into, agreements to indemnify the Company's directors, executive officers, and other employees as determined by the Board. The Organizers expect the Bank to enter into agreements to indemnify its directors, executive officers, and other employees. With certain exceptions, these agreements will provide for indemnification for related expenses including, among other things, attorneys' fees, judgments, fines, and settlement amounts incurred by any of these individuals in any action or proceeding. The Bank will also maintain customary directors' and officers' liability insurance.

ii. Specify those organizers that approved each transaction and whether the transaction was disclosed to proposed directors and prospective shareholders.

No transactions have occurred to date. Such transactions will occur only upon full disclosure to the boards of Oportun and the Bank and approval by the same boards or committees of the boards or executives of Oportun and the Bank acting on authority delegated by the boards.

iii. Provide all relevant documentation, including contracts, independent appraisals, market valuations, and comparisons.

Not applicable.

i. Describe all stock benefit plans of the institution and holding company, including stock options, stock warrants, and other similar stock-based compensation plans, for senior executive officers, organizers, directors, and other insiders. Include in the description:

1) The duration limits.
2) The vesting requirements.
3) Transferability restrictions.
4) Exercise price requirements.
5) Rights upon termination.
6) Any "exercise of forfeiture" clause.
7) Number of shares to be issued or covered by the plans.

i. Provide a list of participants, allocation of benefits to each participant, and a copy of each proposed plan. (Plans must conform to applicable regulatory guidelines.)

Oportun Financial Corporation has an equity incentive plan, a copy of which is attached as Exhibit 2. Employees of Oportun Bank, N.A., will participate in the plan.

3. Capital

a. For each class of stock, provide the number of authorized shares, the number of shares to be issued, par value, voting rights, convertibility features, liquidation rights, and the projected sales price per share.

i. Indicate the amount of net proceeds to be allocated to common stock, paid-in surplus, and other capital segregations.

The Bank's proposed Articles of Association (the "Articles") and Bylaws are enclosed as Confidential Exhibit B. Oportun Financial Corporation will be the sole stockholder of the Bank. The proposed Articles currently provide for one class of voting common stock. The actual amount of authorized voting common stock and its par value will be finalized prior to the time the Organizers file the Bank's Articles and organization certificate with the OCC in order for the Bank to become a body corporate or legal entity. There will be no special voting rights or convertibility.

Also see Confidential Exhibit A (Business Plan, Section X) for additional details on the adequacy of the Bank's capital.

b. Describe any noncash contributions to capital, and provide supporting documents for assigned values, including an independent evaluation or appraisal.

As discussed in Confidential Exhibit A (Business Plan, Section VII.A.5, *Debt Service Requirements*), the initial capitalization of the Bank by the Parent will consist of a contribution of substantially all of the assets and liabilities of Oportun, Inc., as measured at Book Value plus additional cash as needed. Oportun, Inc. will become an operating subsidiary of the Bank (as may other entities contributed to the Bank) and will or may have certain liabilities at the time of the contribution. Section 223.31(a) of Federal Reserve Board Regulation W provides that when a bank acquires securities issued by an affiliate, the acquisition is treated as a purchase of assets from an affiliate, and hence a covered transaction under the regulation, if three conditions are satisfied: (1) the issuer of the securities was an affiliate before the securities are acquired, (2) the

issuer becomes an operating subsidiary of the acquiring bank, and (3) the issuer has any liabilities or the acquiring bank gives any consideration for the securities acquired. The aforementioned contributions would be considered a purchase of assets under this test. Section 223.42(i) of Regulation W sets forth a exemption procedure for "newly formed" banks. Pursuant to that provision we respectfully request, in connection with this application, the OCC's written approval of these asset purchases such that they would be exempt from the otherwise applicable requirements of Regulation W.

c. Discuss the adequacy of the proposed capital structure relative to internal and external risks, planned operational and financial assumptions, including technology, branching, and projected organization and operating expenses.

As discussed in Confidential Exhibit A (Business Plan, Section VII.A.4, *Adequacy of the Proposed Capital Structure*), the Bank intends to hold capital commensurate with the level and nature of the on- and off-balance sheet risks to which it is exposed, as required by the regulatory capital adequacy guidelines and safe and sound banking practices. The Bank's on-balance sheet risks are focused on its retained loan portfolio. The Bank is expected to have minimal off-balance sheet exposures throughout the de novo period.

The Bank will begin with a strong capital position resulting from its initial capitalization. The baseline scenario in the financial projections shows the Bank maintaining a substantial capital cushion above the regulatory minimum capital ratios, the ratios required to be deemed "well capitalized" by regulation, and the Bank's own policy minimums, throughout the de novo period.

The Bank's Capital and Asset-Liability Management ("CALM") Policy establishes the Bank's minimum and target capital levels. Also see Confidential Exhibit A (Business Plan, Section VII.B.2.B, *Funding Plan*, and Section VII.B.2.C, *Contingency Funding Plan*) for additional details on the adequacy of the Bank's capital.

i. Present a thorough justification to support the proposed capital, including any off-balance-sheet activities contemplated.

Please see Confidential Exhibit A (Business Plan, Section VII.A.4, *Adequacy of the Proposed Capital Structure*).

ii. Describe any plans for the payment of dividends.

As discussed in Confidential Exhibit A (Business Plan, Section VII.A.7, *Dividend Policy*), the Organizers do not plan for the Bank to pay dividends during the de novo period. Thereafter, the Bank may pay dividends to its shareholder(s) subject to Board approval and if in compliance with the then-applicable dividend policy of the Bank which will require at minimum the maintenance of:

- Compliance with applicable regulatory, accounting, and legal guidelines;
- Compliance with any operating plan approved by the Bank's regulators in conjunction with the approval of its charter application; and
- Capital ratios above the Bank's policy thresholds.

d. List all known subscribers to stock.

Oportun Financial Corporation will own 100% of the stock of the Bank.

i. For organizers, directors, 10 percent shareholders, senior executive officers, and other insiders, include the number of shares and anticipated investment and the amount of direct and indirect borrowings to finance the investment.

The organizers, directors, and senior executive officers receive and will continue to receive equity in Oportun Financial Corporation.

ii. Discuss how any debt will be serviced.

See Confidential Exhibit A (Business Plan, Section VII.A.5, *Debt Service Requirements*).

e. List recipients and amounts of any fees, commissions, or other considerations in connection with the sale of stock.

Not applicable.

f. Indicate whether the institution plans to file for S Corporation tax status.

Oportun Bank does not plan to file for S Corporation tax status.

4. **Convenience and Needs of the Community (Note: This information must be consistent with the proposed business plan.)**

    a. **Market Characteristics**

        i. **Define the intended geographical market area(s). Include a map of the market area, pinpointing the location of proposed bank's offices and offices of competing depository institutions.**

Oportun Bank will offer its products and services nation-wide. See Confidential Exhibit A (Business Plan, Section IV.B.I, *Market Analysis*) for more information and a map of the proposed market area.

        ii. **Describe the competitive factors the institution faces in the proposed market and how the institution will address the convenience and needs of that market to maintain its long-term viability.**

As discussed in Confidential Exhibit A (Business Plan, Section IV.D.1, *Competitive Analysis*), the Bank will compete with other consumer finance companies, credit card issuers, financial technology companies, and financial institutions, as well as other nonbank lenders serving LMI consumers. The Bank will distinguish itself from these competitors by offering more inclusive, affordable, and responsible financial services to meet the currently unmet needs of its target customers.

The Bank will benefit from Oportun's unique customer focus, which, combined with Oportun's mission-driven culture and dedication to using technology to further that mission, will create several broad competitive advantages.

        iii. **Discuss the economic environment and the need for the institution in terms of population trends, income, and industry and housing patterns.**

As discussed in Confidential Exhibit A (Business Plan, Section IV.C, *Economic Component*), general employment conditions, as well as a lack of access to traditional financial services and credit, are the principal economic factors that may influence Oportun's suite of products and services.

    b. **Community Reinvestment Act Plan (Note: The CRA Plan must be bound separately.)**

i. Identify the assessment area(s) according to the CRA regulations.

See Exhibit 3 (Oportun Bank, N.A. Community Reinvestment Act Plan Overview, Section II, *Assessment Area and SRAs*).

ii. Summarize the performance context for the institution based on the factors discussed in the CRA regulations.

See Exhibit 3 (Oportun Bank, N.A., Community Reinvestment Act Plan Overview, Section V, *Performance Context*).

iii. Summarize the credit needs of the institution's proposed assessment area(s).

See Exhibit 3 (Oportun Bank, N.A., Community Reinvestment Act Plan Overview, Section VI.A, *Lending Activities*).

iv. Identify the CRA evaluation test under which the institution proposes to be assessed.

See Exhibit 3 (Oportun Bank, N.A., Community Reinvestment Act Plan Overview, Section VI, *Strategic Plan Overview*).

v. Discuss the institution's programs, products, and activities that will help meet the existing or anticipated needs of its community(ies) under the applicable criteria of the CRA regulation, including the needs of low- and moderate-income geographies and individuals.

See Exhibit 3 (Oportun Bank, N.A., Community Reinvestment Act Plan Overview, Section VI.A, *Lending Activities*, and Section VI.B, *Qualified Investments and Community Development Activities*).

5. Premises and Fixed Assets

a. Provide a physical description for permanent premises and discuss whether they will be publicly and handicapped accessible.

Oportun subleases approximately 100,000 square feet of office space at 2 Circle Star Way, San Carlos, California, pursuant to a sublease agreement expiring in February 2026.

Oportun operates over 340 strategically located retail stand-alone locations and co-

locations in California, Texas, Illinois, Utah, Nevada, Arizona, New Mexico, New Jersey, and Florida in the neighborhoods where its customers live and work. These locations will become loan production offices for the Bank. The premises are publicly and handicapped accessible. For more information, see Exhibit 4 for a list of the Company's retail locations open as of September 30, 2020.

The Bank will not have branches.

i. Indicate the level and type of property insurance to be carried.

Please see Confidential Exhibit D for an overview of the Company's property insurance program.

b. If the permanent premises are to be purchased, provide name of seller, purchase price, cost and description of necessary repairs and alterations, and annual depreciation.

Not applicable.

i. If the premises are to be constructed, provide the name of the seller, the cost of the land, and the construction costs. Indicate the percentage of the building that will be occupied by the bank. Provide a copy of the appraisal.

Not applicable.

ii. Indicate the percentage of the building that will be occupied by the bank.

The Bank will occupy approximately 50% of the building located at 2 Circle Star Way, San Carlos, California.

c. If the permanent premises are to be leased, provide name of owner, terms of the lease, and cost and description of leasehold improvements.

Please see Exhibit 5 for a copy of the sublease agreement between Oportun, Inc., and TiVo Corporation and Confidential Exhibit E for a description and amounts of leasehold improvements.

i. Provide a copy of the proposed lease when available.

Please see Exhibit 5 for a copy of the sublease agreement between Oportun, Inc., and TiVo Corporation.

d. If temporary quarters are planned, provide a description of interim facility, length of use, lease terms, and other associated commitments.

Not applicable.

e. State whether proposed premises and fixed asset expenditures conform to applicable statutory limitations.

The proposed premises and fixed asset expenditures will conform to applicable statutory limits.

f. Outline the security program that will be developed and implemented, including the security devices.

The Bank will benefit from Oportun's existing security program and practices as defined in its written information security program ("WISP"). Oportun's WISP includes defining, documenting, and supporting the implementation and maintenance of the administrative, technical, and physical safeguards Oportun has selected to protect the personal information it collects, creates, uses, and maintains. Please see Confidential Exhibit F for Oportun's WISP.

g. Discuss any significant effect the proposal will have on the quality of the human environment. Include in the discussion changes in air and/or water quality, noise levels, energy consumption, congestion of population, solid waste disposal, or environmental integrity of private land within the meaning of the National Environmental Policy Act, 42 U.S.C. 4321, et seq.

The formation of Oportun Bank and its anticipated activities will have no detrimental impact on the quality of the human environment. Oportun Bank's operations will not materially change the air and/or water quality, noise levels, energy consumption, congestion of population, solid waste disposal, or environmental integrity of private land within the meaning of the National Environmental Policy Act.

h. Describe any plan to establish branches or relocate the main office within the first three years. Any acquisition or operating expenses should be reflected in the financial projections.

The Bank does not plan to establish branches or relocate its main office within the first three years. The Bank will operate Oportun's network of retail locations, none of which would constitute a "branch" under 12 U.S.C. § 36 or 12 C.F.R. § 5.36, because they will not accept deposits or disburse loan proceeds from the Bank's own funds.

The Bank will take deposits online.

i. Indicate if the establishment of the proposed main office and/or any branch site may affect any district, site, building, structure, or object listed in, or eligible for listing in, the National Register of Historic Places pursuant to the National Historic Preservation Act, 16 U.S.C. 470f. (See the Advisory Council on Historic Preservation at www.achp.gov for the Act and implementing regulations.) Specify how such determination was made:

- **i. Consultation with the State Historic Preservation Officer ("SHPO") and/or Tribal Historic Preservation Officer ("THPO") (when tribal lands or historic properties of significance to a tribe are involved).**
- **ii. Reviewed National Register of Historic Places (see www.nps.gov/nr).**
- **iii. Applied National Register criteria to unlisted properties.**
- **iv. Reviewed historical records.**
- **v. Contact with preservation organizations.**
- **vi. Other (describe).**

As appropriate, provide a copy of any documentation of consultation with the SHPO and/or THPO. You are reminded that if a historic property may be affected, no site preparation, demolition, alterations, construction or renovation may occur without the appropriate regulatory agency's authorization.

The Bank's proposed office is neither listed in nor eligible for listing in the National Register of Historic Places.

6. **Information Systems**

    a. **State whether the institution plans to market its products and services (the ability to do transactions or account maintenance) via electronic means. If yes, specifically state the products and services that will be offered via electronic banking or the Internet.**

As discussed in Confidential Exhibit A (Business Plan, Section II.D.2, *Products and Marketing*, and Section IV.A, *Product Strategy*), the Bank will offer unsecured consumer loans, credit cards, and direct auto and auto-secured personal loans online. The Bank will also offer savings accounts, checking accounts, and certificates of deposit online.

    b. **Outline the proposed or existing information systems architecture and any proposed changes or upgrades. The information should describe how:**
        i. **the information system will work within existing technology;**
        ii. **the information system is suitable to the type of business in which the institution will engage;**
        iii. **the security hardware, software, and procedures will be sufficient to protect the institution from unauthorized tampering or access; and**
        iv. **the organizers and directors will provide sufficient resources to the entire technology plan.**

Please see Confidential Exhibit A (Business Plan, Section VI.A.1, *Existing Oportun Systems*, Section VI.A.2, *Selection of Core System and Systems to Support Deposit Products/Bank Operations,* and Section X.H.iii, *Corporate Expenses)*.

    c. **Provide lists or descriptions of the primary systems and flowcharts of the general processes related to the products and services. The level of detail in these system descriptions should be sufficient to enable verification of the cost projections in the pro formas.**

See Confidential Exhibit A (Business Plan, Section VI.A.1, *Existing Oportun Systems*) for descriptions and diagrams of Oportun's primary systems. Specifically, see the diagram of Oportun's top-level systems architecture and more specific diagrams that show the loan origination and loan servicing processes.

    d. **Estimate the start-up budget for the information systems related to the products and services and the expected annual operating and maintenance costs (including telecommunications, hardware, software, and personnel).**

The expected start-up budget and annual operating and maintenance costs of these

systems are detailed in Confidential Exhibit A (Business Plan, Section X.H.iii, *Corporate Expenses*).

e. Describe the physical and logical components of security.

See Confidential Exhibit A (Business Plan, Section VI.A.3, *Information Security and Controls*) for a description of Oportun Bank's physical and information security programs, respectively.

i. Describe the security system and discuss the technologies used and key elements for the security controls, internal controls, and audit procedures.

See Confidential Exhibit A (Business Plan, Section VI.A.3, *Information Security and Controls*, and Section VI.B, *Internal Audit Function*) for a description of Oportun's security controls, internal controls, and audit procedures.

Also, see Confidential Exhibit A (Business Plan, Section VI.E.2, *Outsourced Functions*) for a list of key technology vendors used.

ii. Discuss the types of independent testing the institution will conduct to ensure the integrity of the system and its controls.

See Section Confidential Exhibit A (Section VI.B, *Internal Audit Function*) for a description of the types of independent testing the institution will conduct to ensure the integrity of the system and its controls.

f. Describe the information security program that will be in place to comply with the "Interagency Guidelines Establishing Standards for Safeguarding Customer Information."

Please see Confidential Exhibit F (Written Information Security Program) for a description of the information security program that will be in place to comply with the "Interagency Guidelines Establishing Standards for Safeguarding Customer Information."

7. Other Information

a. List activities and functions, including data processing that will be outsourced to third parties, identifying the parties and noting any affiliations.

See Confidential Exhibit A (Business Plan, Section VI.E.2, *Outsourced Functions*) for a list of outsourced functions by third parties.

i. Describe all terms and conditions of the vendor management activities and provide a copy of the proposed agreement when available.

See Confidential Exhibit A (Business Plan, Section VI.E.3, *Third-Party Risk Management*) for a description of Oportun's existing Third Party Risk Management ("TPRM") program. Copies of key vendor agreements are provided in Confidential Exhibit G.

ii. Describe the due diligence conducted and the planned oversight and management program of the vendors' or service providers' relationships (for general vendor management guidance, see the Appendix of the FFIEC's guidance, Risk Management of Outsourced Technology Services).

See Confidential Exhibit A (Business Plan, Section VI.E.3, *Third-Party Risk Management*) for a description of Oportun's existing TPRM program.

b. List all planned expenses related to the organization of the institution and include the name of recipient, type of professional service or goods, and amount. Describe how organization expenses will be paid.

All expenses associated with the organization of the Bank have been and will be paid by Oportun, Inc. These include expenses for legal and consulting support, buildout of physical facilities and technology platforms, and the hiring of staff prior to the opening of the Bank.

c. Provide evidence that the institution will obtain sufficient fidelity coverage on its officers and employees to conform with generally accepted banking practices.

See Confidential Exhibit H for the Company's current policy.

d. If applicable, list names and addresses of all correspondent depository institutions that have been established or are planned.

See Confidential Exhibit I.

e. Provide a copy of management's policies for loans, investments, liquidity, funds management, interest rate risk, and other relevant policies.

A list of proposed Oportun Bank policies is included in Confidential Exhibit A (Business Plan, Appendix G).

i. Provide a copy of the Bank Secrecy Act program

See Confidential Exhibit A (Business Plan, Appendix G) for a list of proposed Oportun Bank policies.

f. For Federal Savings Banks or Associations, include information addressing the proposed institution's compliance with qualified thrift lender requirements

Not applicable.

g. If the institution is, or will be, affiliated with a company engaged in insurance activities that are subject to supervision by a state insurance regulator, provide:

i. The name of insurance company.

ii. A description of the insurance activity that the company is engaged in and has plans to conduct.

iii. A list of each state and the lines of business in that state in which the company holds, or will hold, an insurance license. Indicate the state where the company holds a resident license or charter, as applicable.

Not applicable.

OCC CERTIFICATION

We, the organizers, certify that the information contained in this application has been examined carefully and is true, correct, and complete, and is current as of the date of this submission. We also certify that any misrepresentations or omissions of material facts with respect to this application, any attachments to it, and any other documents or information provided in connection with the application for the organization of the proposed financial institution and federal deposit insurance may be grounds for denial or revocation of the charter and/or insurance, or grounds for an objection to the undersigned as proposed director(s) or officer(s) of the proposed financial institution, and may subject the undersigned to other legal sanctions, including the criminal sanctions provided for in 18 U.S.C. 1001, 1007, and 1014. We request that examiners be assigned to make any investigations necessary.

We acknowledge that approval of this application is in the discretion of the appropriate federal banking agency or agencies. Actions or communications, whether oral, written, or electronic, by an agency or its employees in connection with this filing, including approval of the application if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, other federal banking agencies, the United States, any other agency or entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of any federal banking agency to exercise its supervisory, regulatory, or examination powers under applicable law and regulations. We further acknowledge that the foregoing may not be waived or modified by any employee or agent of a federal banking agency or of the United States.

Signature	Date	Typed Name
X [redacted]		
	November 23, 2020	RAUL VAZQUEZ

OCC CERTIFICATION

We, the organizers, certify that the information contained in this application has been examined carefully and is true, correct, and complete, and is current as of the date of this submission. We also certify that any misrepresentations or omissions of material facts with respect to this application, any attachments to it, and any other documents or information provided in connection with the application for the organization of the proposed financial institution and federal deposit insurance may be grounds for denial or revocation of the charter and/or insurance, or grounds for an objection to the undersigned as proposed director(s) or officer(s) of the proposed financial institution, and may subject the undersigned to other legal sanctions, including the criminal sanctions provided for in 18 U.S.C. 1001, 1007, and 1014. We request that examiners be assigned to make any investigations necessary.

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	Date	Typed Name
[redacted]	November 23, 2020	Jonathan A. Coblentz

Add Signature Line

OCC CERTIFICATION

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	Signature	Date	Typed Name
X			
X	[redacted]	November 23, 2020	Joan Aristei

Add Signature Line

OCC CERTIFICATION

We, the organizers, certify that the information contained in this application has been examined carefully and is true, correct, and complete, and is current as of the date of this submission. We also certify that any misrepresentations or omissions of material facts with respect to this application, any attachments to it, and any other documents or information provided in connection with the application for the organization of the proposed financial institution and federal deposit insurance may be grounds for denial or revocation of the charter and/or insurance, or grounds for an objection to the undersigned as proposed director(s) or officer(s) of the proposed financial institution, and may subject the undersigned to other legal sanctions, including the criminal sanctions provided for in 18 U.S.C. 1001, 1007, and 1014. We request that examiners be assigned to make any investigations necessary.

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	Signature	Date	Typed Name
X	[redacted]	November 23, 2020	Patrick Kirscht
X			

Add Signature Line

OCC CERTIFICATION

We, the organizers, certify that the information contained in this application has been examined carefully and is true, correct, and complete, and is current as of the date of this submission. We also certify that any misrepresentations or omissions of material facts with respect to this application, any attachments to it, and any other documents or information provided in connection with the application for the organization of the proposed financial institution and federal deposit insurance may be grounds for denial or revocation of the charter and/or insurance, or grounds for an objection to the undersigned as proposed director(s) or officer(s) of the proposed financial institution, and may subject the undersigned to other legal sanctions, including the criminal sanctions provided for in 18 U.S.C. 1001, 1007, and 1014. We request that examiners be assigned to make any investigations necessary.

We acknowledge that approval of this application is in the discretion of the appropriate federal banking agency or agencies. Actions or communications, whether oral, written, or electronic, by an agency or its employees in connection with this filing, including approval of the application if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, other federal banking agencies, the United States, any other agency or entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of any federal banking agency to exercise its supervisory, regulatory, or examination powers under applicable law and regulations. We further acknowledge that the foregoing may not be waived or modified by any employee or agent of a federal banking agency or of the United States.

	Signature	Date	Typed Name
X	[redacted]	November 23, 2020	Matthew W Jenkins
X			

Add Signature Line

EXHIBIT VOLUME INDEXES

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Exhibit 1

Oath of the Bank Director

Bank Name _____ Date _____

State of _____

County of _____

I, the undersigned, a (proposed) director of the above-named bank do solemnly swear (affirm) that:

As a director, I have a legal responsibility and a fiduciary duty to shareholders to administer the depository institution's affairs faithfully and to oversee its management. In carrying out my duties and responsibilities, I shall exercise reasonable care and place the interests of the depository institution before my own interests. I shall fulfill my duties of loyalty and care to the above-named depository institution.

I shall, commensurate with my duties, diligently and honestly administer the affairs of the depository institution, and I shall not knowingly violate, or willingly permit to be violated, any applicable statute or regulation. I shall ensure that I learn of changes in statutes, regulations, and policies of the Office of Comptroller of the Currency, the Federal Deposit Insurance Corporation, or any state to whose jurisdiction my association is subject, which affect my duties, responsibilities, or obligations as a director and affiliated person of the association.

I am the owner, in good faith and in my own right, of the number of shares of stock that the law requires. I have either subscribed for this stock or it is issued and outstanding, and it is not hypothecated, or in any way pledged, as security for any loan or debt.

I shall attend meetings of the board of directors and participate fully on all committees of the board to which I am appointed.

Signature _____

Typed Name _____

Mailing Address

Street _____ City _____ State _____ Zip _____

Notary's Affirmation

Sworn to before me and subscribed in my presence, this _____ day of _____, 20 _____.

Notary Public _____

My Commission Expires _____

OPORTUN FINANCIAL CORPORATION
2019 EQUITY INCENTIVE PLAN

ADOPTED BY THE COMPENSATION AND LEADERSHIP COMMITTEE OF THE BOARD OF DIRECTORS: SEPTEMBER 16, 2019
APPROVED BY THE STOCKHOLDERS: SEPTEMBER 16, 2019

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1. GENERAL.

(a) Successor to and Continuation of Prior Plan. The Plan is the successor to and continuation of the Prior Plan. As of the Effective Date, (i) no additional awards may be granted under the Prior Plan; (ii) the Prior Plan's Available Reserve plus any Returning Shares will become available for issuance pursuant to Awards granted under this Plan; and (iii) all outstanding awards granted under the Prior Plan will remain subject to the terms of the Prior Plan (except to the extent such outstanding awards result in Returning Shares that become available for issuance pursuant to Awards granted under this Plan). All Awards granted under this Plan will be subject to the terms of this Plan.

(b) Plan Purpose. The Company, by means of the Plan, seeks to secure and retain the services of Employees, Directors and Consultants, to provide incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate and to provide a means by which such persons may be given an opportunity to benefit from increases in value of the Common Stock through the granting of Awards.

(c) Available Awards. The Plan provides for the grant of the following Awards: (i) Incentive Stock Options; (ii) Nonstatutory Stock Options; (iii) SARs; (iv) Restricted Stock Awards; (v) RSU Awards; (vi) Performance Awards; and (vii) Other Awards.

(d) Adoption Date; Effective Date. The Plan will come into existence on the Adoption Date, but no Award may be granted prior to the Effective Date.

2. SHARES SUBJECT TO THE PLAN.

(a) Share Reserve. Subject to adjustment in accordance with Section 2(c) and any adjustments as necessary to implement any Capitalization Adjustments, the aggregate number of shares of Common Stock that may be issued pursuant to Awards will not exceed 7,469,664 shares, which number is the sum of: (i) 781,937 new shares, plus (ii) the Prior Plan's Available Reserve; plus, (iii) the number of Returning Shares, if any, as such shares become available from time to time.

In addition, subject to any adjustments as necessary to implement any Capitalization Adjustments, such aggregate number of shares of Common Stock will automatically increase on January 1 of each year for a period of ten years commencing on January 1, 2020 and ending on (and including) January 1, 2029, in an amount equal to 5%) of the total number of shares of Common Stock outstanding on December 31 of the preceding year; provided, however that the Board may act prior to January 1st of a given year to provide that the increase for such year will be a lesser number of shares of Common Stock.

(b) Aggregate Incentive Stock Option Limit. Notwithstanding anything to the contrary in Section 2(a) and subject to any adjustments as necessary to implement any Capitalization Adjustments, the aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options is 22,408,992 shares.

(c) Share Reserve Operation.

(i) Limit Applies to Common Stock Issued Pursuant to Awards. For clarity, the Share Reserve is a limit on the number of shares of Common Stock that may be issued pursuant to Awards and does not limit the granting of Awards, except that the Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy its obligations to issue shares pursuant to such Awards. Shares may be issued in connection with a merger or acquisition as permitted by, as applicable, Nasdaq Listing Rule 5635(c), NYSE Listed Company Manual Section 303A.08, NYSE American Company Guide Section 711 or other applicable rule, and such issuance will not reduce the number of shares available for issuance under the Plan.

(ii) Actions that Do Not Constitute Issuance of Common Stock and Do Not Reduce Share Reserve. The following actions do not result in an issuance of shares under the Plan and accordingly do not reduce the number of shares subject to the Share Reserve and available for issuance under the Plan: (1) the expiration or termination of any portion of an Award without the shares covered by such portion of the Award having been issued, (2) the settlement of any portion of an Award in cash (*i.e.*, the Participant receives cash rather than Common Stock), (3) the withholding of shares that would otherwise be issued by the Company to satisfy the exercise, strike or purchase price of an Award; (4) the withholding of shares that would otherwise be issued by the Company to satisfy a tax withholding obligation in connection with an Award.

(iii) Reversion of Previously Issued Shares of Common Stock to Share Reserve. The following shares of Common Stock previously issued pursuant to an Award and accordingly initially deducted from the Share Reserve will be added back to the Share Reserve and again become available for issuance under the Plan: (1) any shares that are forfeited back to or repurchased by the Company because of a failure to meet a contingency or condition required for the vesting of such shares; (2) any shares that are reacquired by the Company to satisfy the exercise, strike or purchase price of an Award; and (3) any shares that are reacquired by the Company to satisfy a tax withholding obligation in connection with an Award.

3. ELIGIBILITY AND LIMITATIONS.

(a) Eligible Award Recipients. Subject to the terms of the Plan, Employees, Directors and Consultants are eligible to receive Awards.

(b) Specific Award Limitations.

(i) Limitations on Incentive Stock Option Recipients. Incentive Stock Options may be granted only to Employees of the Company or a "parent corporation" or "subsidiary corporation" thereof (as such terms are defined in Sections 424(e) and (f) of the Code).

(ii) Incentive Stock Option $100,000 Limitation. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds $100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing

Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

(iii) Limitations on Incentive Stock Options Granted to Ten Percent Stockholders. A Ten Percent Stockholder may not be granted an Incentive Stock Option unless (i) the exercise price of such Option is at least 110% of the Fair Market Value on the date of grant of such Option and (ii) the Option is not exercisable after the expiration of five years from the date of grant of such Option.

(iv) Limitations on Nonstatutory Stock Options and SARs. Nonstatutory Stock Options and SARs may not be granted to Employees, Directors and Consultants who are providing Continuous Service only to any "parent" of the Company (as such term is defined in Rule 405) unless the stock underlying such Awards is treated as "service recipient stock" under Section 409A because the Awards are granted pursuant to a corporate transaction (such as a spin off transaction) or unless such Awards otherwise comply with the distribution requirements of Section 409A.

(c) Aggregate Incentive Stock Option Limit. The aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options is the number of shares specified in Section 2(b).

(d) Non-Employee Director Compensation Limit. The aggregate value of all compensation granted or paid, as applicable, to any individual for service as a Non-Employee Director with respect to any calendar year, including Awards granted and cash fees paid by the Company to such Non-Employee Director, will not exceed (i) $600,000 in total value or (ii) in the event such Non-Employee Director is first appointed or elected to the Board during such calendar year, $1,200,000 in total value, in each case calculating the value of any equity awards based on the grant date fair value of such equity awards for financial reporting purposes.

4. OPTIONS AND STOCK APPRECIATION RIGHTS.

Each Option and SAR will have such terms and conditions as determined by the Board. Each Option will be designated in writing as an Incentive Stock Option or Nonstatutory Stock Option at the time of grant; provided, however, that if an Option is not so designated, then such Option will be a Nonstatutory Stock Option, and the shares purchased upon exercise of each type of Option will be separately accounted for. Each SAR will be denominated in shares of Common Stock equivalents. The terms and conditions of separate Options and SARs need not be identical; provided, however, that each Option Agreement and SAR Agreement will conform (through incorporation of provisions hereof by reference in the Award Agreement or otherwise) to the substance of each of the following provisions:

(a) Term. Subject to Section 3(b) regarding Ten Percent Stockholders, no Option or SAR will be exercisable after the expiration of ten years from the date of grant of such Award or such shorter period specified in the Award Agreement.

(b) Exercise or Strike Price. Subject to Section 3(b) regarding Ten Percent Stockholders, the exercise or strike price of each Option or SAR will not be less than 100% of the Fair Market Value on the date of grant of such Award. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise or strike price lower than 100% of the Fair Market Value on the date of grant of such Award if such Award is granted pursuant to an assumption of or substitution for another option or stock appreciation right pursuant to a Corporate Transaction and in a manner consistent with the provisions of Sections 409A and, if applicable, 424(a) of the Code.

(c) Exercise Procedure and Payment of Exercise Price for Options. In order to exercise an Option, the Participant must provide notice of exercise to the Plan Administrator in accordance with the procedures specified in the Option Agreement or otherwise provided by the Company. The Board has the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to utilize a particular method of payment. The exercise price of an Option may be paid, to the extent permitted by Applicable Law and as determined by the Board, by one or more of the following methods of payment to the extent set forth in the Option Agreement:

(i) by cash or check, bank draft or money order payable to the Company;

(ii) pursuant to a "cashless exercise" program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the Common Stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock that are already owned by the Participant free and clear of any liens, claims, encumbrances or security interests, with a Fair Market Value on the date of exercise that does not exceed the exercise price, provided that (1) at the time of exercise the Common Stock is publicly traded, (2) any remaining balance of the exercise price not satisfied by such delivery is paid by the Participant in cash or other permitted form of payment, (3) such delivery would not violate any Applicable Law or agreement restricting the redemption of the Common Stock, (4) any certificated shares are endorsed or accompanied by an executed assignment separate from certificate, and (5) such shares have been held by the Participant for any minimum period necessary to avoid adverse accounting treatment as a result of such delivery;

(iv) if the Option is a Nonstatutory Stock Option, by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value on the date of exercise that does not exceed the exercise price, provided that (1) such shares used to pay the exercise price will not be exercisable thereafter and (2) any remaining balance of the exercise price not satisfied by such net exercise is paid by the Participant in cash or other permitted form of payment; or

(v) in any other form of consideration that may be acceptable to the Board and permissible under Applicable Law.

(d) Exercise Procedure and Payment of Appreciation Distribution for SARs. In order to exercise any SAR, the Participant must provide notice of exercise to the Plan Administrator in accordance with the SAR Agreement. The appreciation distribution payable to a Participant upon the exercise of a SAR will not be greater than an amount equal to the excess of (i) the aggregate Fair Market Value on the date of exercise of a number of shares of Common Stock equal to the number of Common Stock equivalents that are vested and being exercised under such SAR, over (ii) the strike price of such SAR. Such appreciation distribution may be paid to the Participant in the form of Common Stock or cash (or any combination of Common Stock and cash) or in any other form of payment, as determined by the Board and specified in the SAR Agreement.

(e) Transferability. Options and SARs may not be transferred to third party financial institutions for value. The Board may impose such additional limitations on the transferability of an Option or SAR as it determines. In the absence of any such determination by the Board, the following restrictions on the transferability of Options and SARs will apply, provided that except as explicitly provided herein, neither an Option nor a SAR may be transferred for consideration and *provided, further*, that if an Option is an Incentive Stock Option, such Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer:

(i) Restrictions on Transfer. An Option or SAR will not be transferable, except by will or by the laws of descent and distribution, and will be exercisable during the lifetime of the Participant only by the Participant; provided, however, that the Board may permit transfer of an Option or SAR in a manner that is not prohibited by applicable tax and securities laws upon the Participant's request, including to a trust if the Participant is considered to be the sole beneficial owner of such trust (as determined under Section 671 of the Code and applicable state law) while such Option or SAR is held in such trust, provided that the Participant and the trustee enter into a transfer and other agreements required by the Company.

(ii) Domestic Relations Orders. Notwithstanding the foregoing, subject to the execution of transfer documentation in a format acceptable to the Company and subject to the approval of the Board or a duly authorized Officer, an Option or SAR may be transferred pursuant to a domestic relations order.

(f) Vesting. The Board may impose such restrictions on or conditions to the vesting and/or exercisability of an Option or SAR as determined by the Board. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, vesting of Options and SARs will cease upon termination of the Participant's Continuous Service.

(g) Termination of Continuous Service for Cause. Except as explicitly otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, if a Participant's Continuous Service is terminated for Cause, the Participant's Options and SARs will terminate and be forfeited immediately upon such termination of Continuous Service, and the Participant will be prohibited from exercising any portion (including any vested portion) of such Awards on and after the date of such termination of Continuous Service and the Participant will have no further right, title or interest in such forfeited

Award, the shares of Common Stock subject to the forfeited Award, or any consideration in respect of the forfeited Award.

(h) Post-Termination Exercise Period Following Termination of Continuous Service for Reasons Other than Cause. Subject to Section 4(i), if a Participant's Continuous Service terminates for any reason other than for Cause, the Participant may exercise his or her Option or SAR to the extent vested, but only within the following period of time or, if applicable, such other period of time provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate; provided, however, that in no event may such Award be exercised after the expiration of its maximum term (as set forth in Section 4(a)):

(i) three months following the date of such termination if such termination is a termination without Cause (other than any termination due to the Participant's Disability or death);

(ii) 12 months following the date of such termination if such termination is due to the Participant's Disability;

(iii) 18 months following the date of such termination if such termination is due to the Participant's death; or

(iv) 18 months following the date of the Participant's death if such death occurs following the date of such termination but during the period such Award is otherwise exercisable (as provided in (i) or (ii) above).

Following the date of such termination, to the extent the Participant does not exercise such Award within the applicable Post-Termination Exercise Period (or, if earlier, prior to the expiration of the maximum term of such Award), such unexercised portion of the Award will terminate, and the Participant will have no further right, title or interest in terminated Award, the shares of Common Stock subject to the terminated Award, or any consideration in respect of the terminated Award.

(i) Restrictions on Exercise; Extension of Exercisability. A Participant may not exercise an Option or SAR at any time that the issuance of shares of Common Stock upon such exercise would violate Applicable Law. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, if a Participant's Continuous Service terminates for any reason other than for Cause and, at any time during the last thirty days of the applicable Post-Termination Exercise Period: (i) the exercise of the Participant's Option or SAR would be prohibited solely because the issuance of shares of Common Stock upon such exercise would violate Applicable Law, or (ii) the immediate sale of any shares of Common Stock issued upon such exercise would violate the Company's Trading Policy, then the applicable Post-Termination Exercise Period will be extended to the last day of the calendar month that commences following the date the Award would otherwise expire, with an additional extension of the exercise period to the last day of the next calendar month to apply if any of the foregoing restrictions apply at any time during such extended exercise period, generally without limitation as to the maximum permitted number of extensions); provided, however, that in no event may such Award be exercised after the expiration of its maximum term (as set forth in Section 4(a)).

(j) Non-Exempt Employees. No Option or SAR, whether or not vested, granted to an Employee who is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, will be first exercisable for any shares of Common Stock until at least six months following the date of grant of such Award. Notwithstanding the foregoing, in accordance with the provisions of the Worker Economic Opportunity Act, any vested portion of such Award may be exercised earlier than six months following the date of grant of such Award in the event of (i) such Participant's death or Disability, (ii) a Corporate Transaction in which such Award is not assumed, continued or substituted, (iii) a Change in Control, or (iv) such Participant's retirement (as such term may be defined in the Award Agreement or another applicable agreement or, in the absence of any such definition, in accordance with the Company's then current employment policies and guidelines). This Section 4(j) is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or SAR will be exempt from his or her regular rate of pay.

(k) Whole Shares. Options and SARs may be exercised only with respect to whole shares of Common Stock or their equivalents.

5. AWARDS OTHER THAN OPTIONS AND STOCK APPRECIATION RIGHTS.

(a) Restricted Stock Awards and RSU Awards. Each Restricted Stock Award and RSU Award will have such terms and conditions as determined by the Board; provided, however, that each Restricted Stock Award Agreement and RSU Award Agreement will conform (through incorporation of the provisions hereof by reference in the Award Agreement or otherwise) to the substance of each of the following provisions:

(i) Form of Award.

(1) RSAs: To the extent consistent with the Company's Bylaws, at the Board's election, shares of Common Stock subject to a Restricted Stock Award may be (i) held in book entry form subject to the Company's instructions until such shares become vested or any other restrictions lapse, or (ii) evidenced by a certificate, which certificate will be held in such form and manner as determined by the Board. Unless otherwise determined by the Board, a Participant will have voting and other rights as a stockholder of the Company with respect to any shares subject to a Restricted Stock Award.

(2) RSUs: A RSU Award represents a Participant's right to be issued on a future date the number of shares of Common Stock that is equal to the number of restricted stock units subject to the RSU Award. As a holder of a RSU Award, a Participant is an unsecured creditor of the Company with respect to the Company's unfunded obligation, if any, to issue shares of Common Stock in settlement of such Award and nothing contained in the Plan or any RSU Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between a Participant and the Company or an Affiliate or any other person. A Participant will not have voting or any other rights as a stockholder of the Company with respect to any RSU Award (unless and until shares are actually issued in settlement of a vested RSU Award).

(ii) Consideration.

(1) RSA: A Restricted Stock Award may be granted in consideration for (A) cash or check, bank draft or money order payable to the Company, (B) past services to the Company or an Affiliate, or (C) any other form of consideration (including future services) as the Board may determine and permissible under Applicable Law.

(2) RSU: Unless otherwise determined by the Board at the time of grant, a RSU Award will be granted in consideration for the Participant's services to the Company or an Affiliate, such that the Participant will not be required to make any payment to the Company (other than such services) with respect to the grant or vesting of the RSU Award, or the issuance of any shares of Common Stock pursuant to the RSU Award. If, at the time of grant, the Board determines that any consideration must be paid by the Participant (in a form other than the Participant's services to the Company or an Affiliate) upon the issuance of any shares of Common Stock in settlement of the RSU Award, such consideration may be paid in any form of consideration as the Board may determine and permissible under Applicable Law.

(iii) Vesting. The Board may impose such restrictions on or conditions to the vesting of a Restricted Stock Award or RSU Award as determined by the Board. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, vesting of Restricted Stock Awards and RSU Awards will cease upon termination of the Participant's Continuous Service.

(iv) Termination of Continuous Service. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, if a Participant's Continuous Service terminates for any reason, (i) the Company may receive through a forfeiture condition or a repurchase right any or all of the shares of Common Stock held by the Participant under his or her Restricted Stock Award that have not vested as of the date of such termination as set forth in the Restricted Stock Award Agreement and (ii) any portion of his or her RSU Award that has not vested will be forfeited upon such termination and the Participant will have no further right, title or interest in the RSU Award, the shares of Common Stock issuable pursuant to the RSU Award, or any consideration in respect of the RSU Award.

(v) Dividends and Dividend Equivalents. Dividends or dividend equivalents may be paid or credited, as applicable, with respect to any shares of Common Stock subject to a Restricted Stock Award or RSU Award, as determined by the Board and specified in the Award Agreement).

(vi) Settlement of RSU Awards. A RSU Award may be settled by the issuance of shares of Common Stock or cash (or any combination thereof) or in any other form of payment, as determined by the Board and specified in the RSU Award Agreement. At the time of grant, the Board may determine to impose such restrictions or conditions that delay such delivery to a date following the vesting of the RSU Award.

(b) Performance Awards. With respect to any Performance Award, the length of any Performance Period, the Performance Goals to be achieved during the Performance Period, the other terms and conditions of such Award, and the measure of whether and to what degree such Performance Goals have been attained will be determined by the Board.

(c) Other Awards. Other forms of Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including the appreciation in value thereof (e.g., options or stock rights with an exercise price or strike price less than 100% of the Fair Market Value at the time of grant) may be granted either alone or in addition to Awards provided for under Section 4 and the preceding provisions of this Section 5. Subject to the provisions of the Plan, the Board will have sole and complete discretion to determine the persons to whom and the time or times at which such Other Awards will be granted, the number of shares of Common Stock (or the cash equivalent thereof) to be granted pursuant to such Other Awards and all other terms and conditions of such Other Awards.

6. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; OTHER CORPORATE EVENTS.

(a) Capitalization Adjustments. In the event of a Capitalization Adjustment, the Board shall appropriately and proportionately adjust: (i) the class(es) and maximum number of shares of Common Stock subject to the Plan and the maximum number of shares by which the Share Reserve may annually increase pursuant to Section 2(a), (ii) the class(es) and maximum number of shares that may be issued pursuant to the exercise of Incentive Stock Options pursuant to Section 2(a), and (iii) the class(es) and number of securities and exercise price, strike price or purchase price of Common Stock subject to outstanding Awards. The Board shall make such adjustments, and its determination shall be final, binding and conclusive. Notwithstanding the foregoing, no fractional shares or rights for fractional shares of Common Stock shall be created in order to implement any Capitalization Adjustment. The Board shall determine an equivalent benefit for any fractional shares or fractional shares that might be created by the adjustments referred to in the preceding provisions of this Section.

(b) Dissolution or Liquidation. Except as otherwise provided in the Award Agreement, in the event of a dissolution or liquidation of the Company, all outstanding Awards (other than Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or the Company's right of repurchase) will terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Stock subject to the Company's repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Award is providing Continuous Service, provided, however, that the Board may determine to cause some or all Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

(c) Corporate Transaction. The following provisions will apply to Awards in the event of a Corporate Transaction unless otherwise provided in the instrument evidencing the Award or any other written agreement between the Company or any Affiliate and the Participant or unless otherwise expressly provided by the Board at the time of grant of an Award.

(i) Awards May Be Assumed. In the event of a Corporate Transaction, any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue any or all Awards outstanding under the Plan or may substitute similar awards for Awards outstanding under the Plan (including but not limited to, awards to acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate

Transaction), and any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to Awards may be assigned by the Company to the successor of the Company (or the successor's parent company, if any), in connection with such Corporate Transaction. A surviving corporation or acquiring corporation (or its parent) may choose to assume or continue only a portion of an Award or substitute a similar award for only a portion of an Award, or may choose to assume or continue the Awards held by some, but not all Participants. The terms of any assumption, continuation or substitution will be set by the Board.

(ii) Awards Held by Current Participants. In the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue such outstanding Awards or substitute similar awards for such outstanding Awards, then with respect to Awards that have not been assumed, continued or substituted and that are held by Participants whose Continuous Service has not terminated prior to the effective time of the Corporate Transaction (referred to as the "***Current Participants***"), the vesting of such Awards (and, with respect to Options and Stock Appreciation Rights, the time when such Awards may be exercised) will be accelerated in full to a date prior to the effective time of such Corporate Transaction (contingent upon the effectiveness of the Corporate Transaction) as the Board determines (or, if the Board does not determine such a date, to the date that is five (5) days prior to the effective time of the Corporate Transaction), and such Awards will terminate if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction, and any reacquisition or repurchase rights held by the Company with respect to such Awards will lapse (contingent upon the effectiveness of the Corporate Transaction). With respect to the vesting of Performance Awards that will accelerate upon the occurrence of a Corporate Transaction pursuant to this subsection (ii) and that have multiple vesting levels depending on the level of performance, unless otherwise provided in the Award Agreement, the vesting of such Performance Awards will accelerate at 100% of the target level upon the occurrence of the Corporate Transaction. With respect to the vesting of Awards that will accelerate upon the occurrence of a Corporate Transaction pursuant to this subsection (ii) and are settled in the form of a cash payment, such cash payment will be made no later than 30 days following the occurrence of the Corporate Transaction..

(iii) Awards Held by Persons other than Current Participants. In the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue such outstanding Awards or substitute similar awards for such outstanding Awards, then with respect to Awards that have not been assumed, continued or substituted and that are held by persons other than Current Participants, such Awards will terminate if not exercised (if applicable) prior to the occurence of the Corporate Transaction; provided, however, that any reacquisition or repurchase rights held by the Company with respect to such Awards will not terminate and may continue to be exercised notwithstanding the Corporate Transaction.

(iv) Payment for Awards in Lieu of Exercise. Notwithstanding the foregoing, in the event an Award will terminate if not exercised prior to the effective time of a Corporate Transaction, the Board may provide, in its sole discretion, that the holder of such Award may not exercise such Award but will receive a payment, in such form as may be determined by the Board, equal in value, at the effective time, to the excess, if any, of (1) the value of the property the Participant would have received upon the exercise of the Award

(including, at the discretion of the Board, any unvested portion of such Award), over (2) any exercise price payable by such holder in connection with such exercise.

(d) Appointment of Stockholder Representative. As a condition to the receipt of an Award under this Plan, a Participant will be deemed to have agreed that the Award will be subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on the Participant's behalf with respect to any escrow, indemnities and any contingent consideration.

(e) No Restriction on Right to Undertake Transactions. The grant of any Award under the Plan and the issuance of shares pursuant to any Award does not affect or restrict in any way the right or power of the Company or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of stock or of options, rights or options to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

7. ADMINISTRATION.

(a) Administration by Board. The Board will administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in subsection (c) below.

(b) Powers of Board. The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine from time to time (1) which of the persons eligible under the Plan will be granted Awards; (2) when and how each Award will be granted; (3) what type or combination of types of Award will be granted; (4) the provisions of each Award granted (which need not be identical), including the time or times when a person will be permitted to receive an issuance of Common Stock or other payment pursuant to an Award; (5) the number of shares of Common Stock or cash equivalent with respect to which an Award will be granted to each such person; (6) the Fair Market Value applicable to an Award; and (7) the terms of any Performance Award that is not valued in whole or in part by reference to, or otherwise based on, the Common Stock, including the amount of cash payment or other property that may be earned and the timing of payment.

(ii) To construe and interpret the Plan and Awards granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Award Agreement, in a manner and to the extent it deems necessary or expedient to make the Plan or Award fully effective.

(iii) To settle all controversies regarding the Plan and Awards granted under it.

(iv) To accelerate the time at which an Award may first be exercised or the time during which an Award or any part thereof will vest, notwithstanding the provisions in the Award Agreement stating the time at which it may first be exercised or the time during which it will vest.

(v) To prohibit the exercise of any Option, SAR or other exercisable Award during a period of up to 30 days prior to the consummation of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other change affecting the shares of Common Stock or the share price of the Common Stock including any Corporate Transaction, for reasons of administrative convenience.

(vi) To suspend or terminate the Plan at any time. Suspension or termination of the Plan will not Materially Impair rights and obligations under any Award granted while the Plan is in effect except with the written consent of the affected Participant.

(vii) To amend the Plan in any respect the Board deems necessary or advisable; provided, however, that stockholder approval will be required for any amendment to the extent required by Applicable Law. Except as provided above, rights under any Award granted before amendment of the Plan will not be Materially Impaired by any amendment of the Plan unless (1) the Company requests the consent of the affected Participant, and (2) such Participant consents in writing.

(viii) To submit any amendment to the Plan for stockholder approval.

(ix) To approve forms of Award Agreements for use under the Plan and to amend the terms of any one or more Awards, including, but not limited to, amendments to provide terms more favorable to the Participant than previously provided in the Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; *provided however*, that, a Participant's rights under any Award will not be Materially Impaired by any such amendment unless (1) the Company requests the consent of the affected Participant, and (2) such Participant consents in writing.

(x) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Plan or Awards.

(xi) To adopt such procedures and sub-plans as are necessary or appropriate to permit and facilitate participation in the Plan by, or take advantage of specific tax treatment for Awards granted to, Employees, Directors or Consultants who are foreign nationals or employed outside the United States (provided that Board approval will not be necessary for immaterial modifications to the Plan or any Award Agreement to ensure or facilitate compliance with the laws of the relevant foreign jurisdiction).

(xii) To effect, at any time and from time to time, subject to the consent of any Participant whose Award is Materially Impaired by such action, (1) the reduction of the exercise price (or strike price) of any outstanding Option or SAR; (2) the cancellation of any outstanding Option or SAR and the grant in substitution therefor of (A) a new Option, SAR, Restricted Stock Award, RSU Award or Other Award, under the Plan or another equity plan of the Company,

covering the same or a different number of shares of Common Stock, (B) cash and/or (C) other valuable consideration (as determined by the Board); or (3) any other action that is treated as a repricing under generally accepted accounting principles.

(c) Delegation to Committee.

(i) General. The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to another Committee or a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. Each Committee may retain the authority to concurrently administer the Plan with Committee or subcommittee to which it has delegated its authority hereunder and may, at any time, revest in such Committee some or all of the powers previously delegated. The Board may retain the authority to concurrently administer the Plan with any Committee and may, at any time, revest in the Board some or all of the powers previously delegated.

(ii) Rule 16b-3 Compliance. To the extent an Award is intended to qualify for the exemption from Section 16(b) of the Exchange Act that is available under Rule 16b-3 of the Exchange Act, the Award will be granted by the Board or a Committee that consists solely of two or more Non-Employee Directors, as determined under Rule 16b-3(b)(3) of the Exchange Act and thereafter any action establishing or modifying the terms of the Award will be approved by the Board or a Committee meeting such requirements to the extent necessary for such exemption to remain available.

(d) Effect of Board's Decision. All determinations, interpretations and constructions made by the Board or any Committee in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

(e) Delegation to an Officer. The Board or any Committee may delegate to one or more Officers the authority to do one or both of the following (i) designate Employees who are not Officers to be recipients of Options and SARs (and, to the extent permitted by Applicable Law, other types of Awards) and, to the extent permitted by Applicable Law, the terms thereof, and (ii) determine the number of shares of Common Stock to be subject to such Awards granted to such Employees; provided, however, that the resolutions or charter adopted by the Board or any Committee evidencing such delegation will specify the total number of shares of Common Stock that may be subject to the Awards granted by such Officer and that such Officer may not grant an Award to himself or herself. Any such Awards will be granted on the applicable form of Award Agreement most recently approved for use by the Board or the Committee, unless otherwise provided in the resolutions approving the delegation authority. Notwithstanding anything to the contrary herein, neither the Board nor any Committee may delegate to an Officer who is acting solely in the capacity of an Officer (and not also as a Director) the authority to determine the Fair Market Value.

8. TAX WITHHOLDING

(a) Withholding Authorization. As a condition to acceptance of any Award under the Plan, a Participant authorizes withholding from payroll and any other amounts payable to such Participant, and otherwise agree to make adequate provision for (including), any sums required to satisfy any U.S. federal, state, local and/or foreign tax or social insurance contribution withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise, vesting or settlement of such Award, as applicable. Accordingly, a Participant may not be able to exercise an Award even though the Award is vested, and the Company shall have no obligation to issue shares of Common Stock subject to an Award, unless and until such obligations are satisfied.

(b) Satisfaction of Withholding Obligation. To the extent permitted by the terms of an Award Agreement, the Company may, in its sole discretion, satisfy any U.S. federal, state, local and/or foreign tax or social insurance withholding obligation relating to an Award by any of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Award; (iii) withholding cash from an Award settled in cash; (iv) withholding payment from any amounts otherwise payable to the Participant; (v) by allowing a Participant to effectuate a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board, or (vi) by such other method as may be set forth in the Award Agreement.

(c) No Obligation to Notify or Minimize Taxes; No Liability to Claims. Except as required by Applicable Law the Company has no duty or obligation to any Participant to advise such holder as to the time or manner of exercising such Award. Furthermore, the Company has no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award and will not be liable to any holder of an Award for any adverse tax consequences to such holder in connection with an Award. As a condition to accepting an Award under the Plan, each Participant (i) agrees to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from such Award or other Company compensation and (ii) acknowledges that such Participant was advised to consult with his or her own personal tax, financial and other legal advisors regarding the tax consequences of the Award and has either done so or knowingly and voluntarily declined to do so. Additionally, each Participant acknowledges any Option or SAR granted under the Plan is exempt from Section 409A only if the exercise or strike price is at least equal to the "fair market value" of the Common Stock on the date of grant as determined by the Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Award. Additionally, as a condition to accepting an Option or SAR granted under the Plan, each Participant agrees not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the Internal Revenue Service asserts that such exercise price or strike price is less than the "fair market value" of the Common Stock on the date of grant as subsequently determined by the Internal Revenue Service.

(d) Withholding Indemnification. As a condition to accepting an Award under the Plan, in the event that the amount of the Company's and/or its Affiliate's withholding obligation

in connection with such Award was greater than the amount actually withheld by the Company and/or its Affiliates, each Participant agrees to indemnify and hold the Company and/or its Affiliates harmless from any failure by the Company and/or its Affiliates to withhold the proper amount.

9. MISCELLANEOUS.

(a) Source of Shares. The stock issuable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market or otherwise.

(b) Use of Proceeds from Sales of Common Stock. Proceeds from the sale of shares of Common Stock pursuant to Awards will constitute general funds of the Company.

(c) Corporate Action Constituting Grant of Awards. Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (e.g., Board consents, resolutions or minutes) documenting the corporate action approving the grant contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Award Agreement or related grant documents as a result of a clerical error in the Award Agreement or related grant documents, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement or related grant documents.

(d) Stockholder Rights. No Participant will be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to such Award unless and until (i) such Participant has satisfied all requirements for exercise of the Award pursuant to its terms, if applicable, and (ii) the issuance of the Common Stock subject to such Award is reflected in the records of the Company.

(e) No Employment or Other Service Rights. Nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award granted pursuant thereto will confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Award was granted or affect the right of the Company or an Affiliate to terminate at will and without regard to any future vesting opportunity that a Participant may have with respect to any Award (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the Bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state or foreign jurisdiction in which the Company or the Affiliate is incorporated, as the case may be. Further, nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award will constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or service or confer any right or benefit under the Award or the Plan unless such right or benefit has specifically accrued under the terms of the Award Agreement and/or Plan.

(f) Change in Time Commitment. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board may determine, to the extent permitted by Applicable Law, to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(g) Execution of Additional Documents. As a condition to accepting an Award under the Plan, the Participant agrees to execute any additional documents or instruments necessary or desirable, as determined in the Plan Administrator's sole discretion, to carry out the purposes or intent of the Award, or facilitate compliance with securities and/or other regulatory requirements, in each case at the Plan Administrator's request.

(h) Electronic Delivery and Participation. Any reference herein or in an Award Agreement to a "written" agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access). By accepting any Award the Participant consents to receive documents by electronic delivery and to participate in the Plan through any on-line electronic system established and maintained by the Plan Administrator or another third party selected by the Plan Administrator. The form of delivery of any Common Stock (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

(i) Clawback/Recovery. All Awards granted under the Plan will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Law and any clawback policy that the Company otherwise adopts, to the extent applicable and permissible under Applicable Law. In addition, the Board may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired shares of Common Stock or other cash or property upon the occurrence of Cause. No recovery of compensation under such a clawback policy will be an event giving rise to a Participant's right to voluntary terminate employment upon a "resignation for good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

(j) Securities Law Compliance. A Participant will not be issued any shares in respect of an Award unless either (i) the shares are registered under the Securities Act; or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Each Award also must comply with other Applicable Law governing the Award,

and a Participant will not receive such shares if the Company determines that such receipt would not be in material compliance with Applicable Law.

(k) Transfer or Assignment of Awards; Issued Shares. Except as expressly provided in the Plan or the form of Award Agreement, Awards granted under the Plan may not be transferred or assigned by the Participant. After the vested shares subject to an Award have been issued, or in the case of Restricted Stock and similar awards, after the issued shares have vested, the holder of such shares is free to assign, hypothecate, donate, encumber or otherwise dispose of any interest in such shares provided that any such actions are in compliance with the provisions herein, the terms of the Trading Policy and Applicable Law.

(l) Effect on Other Employee Benefit Plans. The value of any Award granted under the Plan, as determined upon grant, vesting or settlement, shall not be included as compensation, earnings, salaries, or other similar terms used when calculating any Participant's benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any Affiliate's employee benefit plans.

(m) Deferrals. To the extent permitted by Applicable Law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may also establish programs and procedures for deferral elections to be made by Participants. Deferrals by will be made in accordance with the requirements of Section 409A.

(n) Section 409A. Unless otherwise expressly provided for in an Award Agreement, the Plan and Award Agreements will be interpreted to the greatest extent possible in a manner that makes the Plan and the Awards granted hereunder exempt from Section 409A, and, to the extent not so exempt, in compliance with the requirements of Section 409A. If the Board determines that any Award granted hereunder is not exempt from and is therefore subject to Section 409A, the Award Agreement evidencing such Award will incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code, and to the extent an Award Agreement is silent on terms necessary for compliance, such terms are hereby incorporated by reference into the Award Agreement. Notwithstanding anything to the contrary in this Plan (and unless the Award Agreement specifically provides otherwise), if the shares of Common Stock are publicly traded, and if a Participant holding an Award that constitutes "deferred compensation" under Section 409A is a "specified employee" for purposes of Section 409A, no distribution or payment of any amount that is due because of a "separation from service" (as defined in Section 409A without regard to alternative definitions thereunder) will be issued or paid before the date that is six months and one day following the date of such Participant's "separation from service" or, if earlier, the date of the Participant's death, unless such distribution or payment can be made in a manner that complies with Section 409A, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule.

(o) CHOICE OF LAW. This Plan and any controversy arising out of or relating to this Plan shall be governed by, and construed in accordance with, the internal laws of the State of

California, without regard to conflict of law principles that would result in any application of any law other than the law of the State of California.

10. COVENANTS OF THE COMPANY.

(a) Compliance with Law. The Company will seek to obtain from each regulatory commission or agency, as may be deemed to be necessary, having jurisdiction over the Plan such authority as may be required to grant Awards and to issue and sell shares of Common Stock upon exercise or vesting of the Awards; provided, however, that this undertaking will not require the Company to register under the Securities Act the Plan, any Award or any Common Stock issued or issuable pursuant to any such Award. If, after reasonable efforts and at a reasonable cost, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary or advisable for the lawful issuance and sale of Common Stock under the Plan, the Company will be relieved from any liability for failure to issue and sell Common Stock upon exercise or vesting of such Awards unless and until such authority is obtained. A Participant is not eligible for the grant of an Award or the subsequent issuance of Common Stock pursuant to the Award if such grant or issuance would be in violation of any Applicable Law.

11. ADDITIONAL RULES FOR AWARDS SUBJECT TO SECTION 409A.

(a) Application. Unless the provisions of this Section of the Plan are expressly superseded by the provisions in the form of Award Agreement, the provisions of this Section shall apply and shall supersede anything to the contrary set forth in the Award Agreement for a Non-Exempt Award.

(b) Non-Exempt Awards Subject to Non-Exempt Severance Arrangements. To the extent a Non-Exempt Award is subject to Section 409A due to application of a Non-Exempt Severance Arrangement, the following provisions of this subsection (b) apply.

(i) If the Non-Exempt Award vests in the ordinary course during the Participant's Continuous Service in accordance with the vesting schedule set forth in the Award Agreement, and does not accelerate vesting under the terms of a Non-Exempt Severance Arrangement, in no event will the shares be issued in respect of such Non-Exempt Award any later than the later of: (i) December 31st of the calendar year that includes the applicable vesting date, or (ii) the 60th day that follows the applicable vesting date.

(ii) If vesting of the Non-Exempt Award accelerates under the terms of a Non-Exempt Severance Arrangement in connection with the Participant's Separation from Service, and such vesting acceleration provisions were in effect as of the date of grant of the Non-Exempt Award and, therefore, are part of the terms of such Non-Exempt Award as of the date of grant, then the shares will be earlier issued in settlement of such Non-Exempt Award upon the Participant's Separation from Service in accordance with the terms of the Non-Exempt Severance Arrangement, but in no event later than the 60th day that follows the date of the Participant's Separation from Service. However, if at the time the shares would otherwise be issued the Participant is subject to the distribution limitations contained in Section 409A applicable to "specified employees," as defined in Section 409A(a)(2)(B)(i) of the Code, such shares shall not

be issued before the date that is six months following the date of such Participant's Separation from Service, or, if earlier, the date of the Participant's death that occurs within such six month period.

(iii) If vesting of a Non-Exempt Award accelerates under the terms of a Non-Exempt Severance Arrangement in connection with a Participant's Separation from Service, and such vesting acceleration provisions were not in effect as of the date of grant of the Non-Exempt Award and, therefore, are not a part of the terms of such Non-Exempt Award on the date of grant, then such acceleration of vesting of the Non-Exempt Award shall not accelerate the issuance date of the shares, but the shares shall instead be issued on the same schedule as set forth in the Grant Notice as if they had vested in the ordinary course during the Participant's Continuous Service, notwithstanding the vesting acceleration of the Non-Exempt Award. Such issuance schedule is intended to satisfy the requirements of payment on a specified date or pursuant to a fixed schedule, as provided under Treasury Regulations Section 1.409A-3(a)(4).

(c) Treatment of Non-Exempt Awards Upon a Corporate Transaction for Employees and Consultants. The provisions of this subsection (c) shall apply and shall supersede anything to the contrary set forth in the Plan with respect to the permitted treatment of any Non-Exempt Award in connection with a Corporate Transaction if the Participant was either an Employee or Consultant upon the applicable date of grant of the Non-Exempt Award.

(i) Vested Non-Exempt Awards. The following provisions shall apply to any Vested Non-Exempt Award in connection with a Corporate Transaction:

(1) If the Corporate Transaction is also a Section 409A Change in Control then the Acquiring Entity may not assume, continue or substitute the Vested Non-Exempt Award. Upon the Section 409A Change in Control the settlement of the Vested Non-Exempt Award will automatically be accelerated and the shares will be immediately issued in respect of the Vested Non-Exempt Award. Alternatively, the Company may instead provide that the Participant will receive a cash settlement equal to the Fair Market Value of the shares that would otherwise be issued to the Participant upon the Section 409A Change in Control.

(2) If the Corporate Transaction is not also a Section 409A Change in Control, then the Acquiring Entity must either assume, continue or substitute each Vested Non-Exempt Award. The shares to be issued in respect of the Vested Non-Exempt Award shall be issued to the Participant by the Acquiring Entity on the same schedule that the shares would have been issued to the Participant if the Corporate Transaction had not occurred. In the Acquiring Entity's discretion, in lieu of an issuance of shares, the Acquiring Entity may instead substitute a cash payment on each applicable issuance date, equal to the Fair Market Value of the shares that would otherwise be issued to the Participant on such issuance dates, with the determination of the Fair Market Value of the shares made on the date of the Corporate Transaction.

(ii) Unvested Non-Exempt Awards. The following provisions shall apply to any Unvested Non-Exempt Award unless otherwise determined by the Board pursuant to subsection (e) of this Section.

(1) In the event of a Corporate Transaction, the Acquiring Entity shall assume, continue or substitute any Unvested Non-Exempt Award. Unless otherwise determined by the Board, any Unvested Non-Exempt Award will remain subject to the same vesting and forfeiture restrictions that were applicable to the Award prior to the Corporate Transaction. The shares to be issued in respect of any Unvested Non-Exempt Award shall be issued to the Participant by the Acquiring Entity on the same schedule that the shares would have been issued to the Participant if the Corporate Transaction had not occurred. In the Acquiring Entity's discretion, in lieu of an issuance of shares, the Acquiring Entity may instead substitute a cash payment on each applicable issuance date, equal to the Fair Market Value of the shares that would otherwise be issued to the Participant on such issuance dates, with the determination of Fair Market Value of the shares made on the date of the Corporate Transaction.

(2) If the Acquiring Entity will not assume, substitute or continue any Unvested Non-Exempt Award in connection with a Corporate Transaction, then such Award shall automatically terminate and be forfeited upon the Corporate Transaction with no consideration payable to any Participant in respect of such forfeited Unvested Non-Exempt Award. Notwithstanding the foregoing, to the extent permitted and in compliance with the requirements of Section 409A, the Board may in its discretion determine to elect to accelerate the vesting and settlement of the Unvested Non-Exempt Award upon the Corporate Transaction, or instead substitute a cash payment equal to the Fair Market Value of such shares that would otherwise be issued to the Participant, as further provided in subsection (e)(ii) below. In the absence of such discretionary election by the Board, any Unvested Non-Exempt Award shall be forfeited without payment of any consideration to the affected Participants if the Acquiring Entity will not assume, substitute or continue the Unvested Non-Exempt Awards in connection with the Corporate Transaction.

(3) The foregoing treatment shall apply with respect to all Unvested Non-Exempt Awards upon any Corporate Transaction, and regardless of whether or not such Corporate Transaction is also a Section 409A Change in Control.

(d) Treatment of Non-Exempt Awards Upon a Corporate Transaction for Non-Employee Directors. The following provisions of this subsection (d) shall apply and shall supersede anything to the contrary that may be set forth in the Plan with respect to the permitted treatment of a Non-Exempt Director Award in connection with a Corporate Transaction.

(i) If the Corporate Transaction is also a Section 409A Change in Control then the Acquiring Entity may not assume, continue or substitute the Non-Exempt Director Award. Upon the Section 409A Change in Control the vesting and settlement of any Non-Exempt Director Award will automatically be accelerated and the shares will be immediately issued to the Participant in respect of the Non-Exempt Director Award. Alternatively, the Company may provide that the Participant will instead receive a cash settlement equal to the Fair Market Value of the shares that would otherwise be issued to the Participant upon the Section 409A Change in Control pursuant to the preceding provision.

(ii) If the Corporate Transaction is not also a Section 409A Change in Control, then the Acquiring Entity must either assume, continue or substitute the Non-Exempt Director Award. Unless otherwise determined by the Board, the Non-Exempt Director Award will remain

subject to the same vesting and forfeiture restrictions that were applicable to the Award prior to the Corporate Transaction. The shares to be issued in respect of the Non-Exempt Director Award shall be issued to the Participant by the Acquiring Entity on the same schedule that the shares would have been issued to the Participant if the Corporate Transaction had not occurred. In the Acquiring Entity's discretion, in lieu of an issuance of shares, the Acquiring Entity may instead substitute a cash payment on each applicable issuance date, equal to the Fair Market Value of the shares that would otherwise be issued to the Participant on such issuance dates, with the determination of Fair Market Value made on the date of the Corporate Transaction.

(e) If the RSU Award is a Non-Exempt Award, then the provisions in this Section 11(e) shall apply and supersede anything to the contrary that may be set forth in the Plan or the Award Agreement with respect to the permitted treatment of such Non-Exempt Award:

(i) Any exercise by the Board of discretion to accelerate the vesting of a Non-Exempt Award shall not result in any acceleration of the scheduled issuance dates for the shares in respect of the Non-Exempt Award unless earlier issuance of the shares upon the applicable vesting dates would be in compliance with the requirements of Section 409A.

(ii) The Company explicitly reserves the right to earlier settle any Non-Exempt Award to the extent permitted and in compliance with the requirements of Section 409A, including pursuant to any of the exemptions available in Treasury Regulations Section 1.409A-3(j)(4)(ix).

(iii) To the extent the terms of any Non-Exempt Award provide that it will be settled upon a Change in Control or Corporate Transaction, to the extent it is required for compliance with the requirements of Section 409A, the Change in Control or Corporate Transaction event triggering settlement must also constitute a Section 409A Change in Control. To the extent the terms of a Non-Exempt Award provides that it will be settled upon a termination of employment or termination of Continuous Service, to the extent it is required for compliance with the requirements of Section 409A, the termination event triggering settlement must also constitute a Separation From Service. However, if at the time the shares would otherwise be issued to a Participant in connection with a "separation from service" such Participant is subject to the distribution limitations contained in Section 409A applicable to "specified employees," as defined in Section 409A(a)(2)(B)(i) of the Code, such shares shall not be issued before the date that is six months following the date of the Participant's Separation From Service, or, if earlier, the date of the Participant's death that occurs within such six month period.

(iv) The provisions in this subsection (e) for delivery of the shares in respect of the settlement of a RSU Award that is a Non-Exempt Award are intended to comply with the requirements of Section 409A so that the delivery of the shares to the Participant in respect of such Non-Exempt Award will not trigger the additional tax imposed under Section 409A, and any ambiguities herein will be so interpreted.

12. SEVERABILITY.

If all or any part of the Plan or any Award Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not

invalidate any portion of the Plan or such Award Agreement not declared to be unlawful or invalid. Any Section of the Plan or any Award Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

13. TERMINATION OF THE PLAN.

The Board may suspend or terminate the Plan at any time.

No Incentive Stock Options may be granted after the tenth anniversary of the earlier of: (i) the Adoption Date, or (ii) the date the Plan is approved by the Company's stockholders.

No Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

14. DEFINITIONS.

As used in the Plan, the following definitions apply to the capitalized terms indicated below:

(a) "***Acquiring Entity***" means the surviving or acquiring corporation (or its parent company) in connection with a Corporate Transaction.

(b) "***Adoption Date***" means the date the Plan is first approved by the Board or Compensation Committee.

(c) "***Affiliate***" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 promulgated under the Securities Act. The Board may determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

(d) "***Applicable Law***" means shall mean any applicable securities, federal, state, foreign, material local or municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, listing rule, regulation, judicial decision, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body (including under the authority of any applicable self-regulating organization such as the Nasdaq Stock Market, New York Stock Exchange, or the Financial Industry Regulatory Authority).

(e) "***Award***" means any right to receive Common Stock, cash or other property granted under the Plan (including an Incentive Stock Option, a Nonstatutory Stock Option, a Restricted Stock Award, a RSU Award, a SAR, a Performance Award or any Other Award).

(f) "***Award Agreement***" means a written agreement between the Company and a Participant evidencing the terms and conditions of an Award. The Award Agreement generally consists of the Grant Notice and the agreement containing the written summary of the general terms and conditions applicable to the Award and which is provided to a Participant along with the Grant Notice.

(g) "***Board***" means the Board of Directors of the Company (or its designee). Any decision or determination made by the Board shall be a decision or determination that is made in the sole discretion of the Board (or its designee), and such decision or determination shall be final and binding on all Participants.

(h) *"**Capitalization Adjustment***" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Award after the Effective Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, reverse stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding

the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(i) "***Cause***" has the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term and, in the absence of such agreement, such term means, with respect to a Participant, the occurrence of any of the following events: (i) such Participant's attempted commission of, or participation in, a fraud or act of dishonesty against the Company; (ii) such Participant's intentional, material violation of any contract or agreement between the Participant and the Company or of any statutory duty owed to the Company; (iii) such Participant's unauthorized use or disclosure of the Company's confidential information or trade secrets; or (iv) such Participant's gross misconduct. The determination that a termination of the Participant's Continuous Service is either for Cause or without Cause will be made by the Board with respect to Participants who are executive officers of the Company and by the Company's Chief Executive Officer with respect to Participants who are not executive officers of the Company. Any determination by the Company that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding Awards held by such Participant will have no effect upon any determination of the rights or obligations of the Company or such Participant for any other purpose.

(j) "***Change in Control***" or "***Change of Control***" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events; provided, however, to the extent necessary to avoid adverse personal income tax consequences to the Participant in connection with an Award, also constitutes a Section 409A Change in Control:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (C) solely because the level of Ownership held by any Exchange Act Person (the "*Subject Person*") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing

more than 50% of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(iii) the stockholders of the Company approve or the Board approves a plan of complete dissolution or liquidation of the Company, or a complete dissolution or liquidation of the Company shall otherwise occur, except for a liquidation into a parent corporation;

(iv) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than 50% of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(v) individuals who, on the date the Plan is adopted by the Board, are members of the Board (the "***Incumbent Board***") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of this Plan, be considered as a member of the Incumbent Board.

Notwithstanding the foregoing or any other provision of this Plan, (A) the term Change in Control shall not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant shall supersede the foregoing definition with respect to Awards subject to such agreement; provided, however, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition shall apply.

(k) "***Code***" means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(l) "***Committee***" means the Compensation Committee and any other committee of Directors to whom authority has been delegated by the Board or Compensation Committee in accordance with the Plan.

(m) "***Common Stock***" means the common stock of the Company.

(n) "***Company***" means Oportun Financial Corporation, a Delaware corporation.

(o) "***Compensation Committee***" means the Compensation and Leadership Committee of the Board.

(p) "***Consultant***" means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, will not cause a Director to be considered a "Consultant" for purposes of the Plan. Notwithstanding the foregoing, a person is treated as a Consultant under this Plan only if a Form S-8 Registration Statement under the Securities Act is available to register either the offer or the sale of the Company's securities to such person.

(q) "***Continuous Service***" means that the Participant's service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Director or Consultant or a change in the Entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant's service with the Company or an Affiliate, will not terminate a Participant's Continuous Service; provided, however, that if the Entity for which a Participant is rendering services ceases to qualify as an Affiliate, as determined by the Board, such Participant's Continuous Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. For example, a change in status from an Employee of the Company to a Consultant of an Affiliate or to a Director will not constitute an interruption of Continuous Service. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party's sole discretion, may determine whether Continuous Service will be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence will be treated as Continuous Service for purposes of vesting in an Award only to such extent as may be provided in the Company's leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law. In addition, to the extent required for exemption from or compliance with Section 409A, the determination of whether there has been a termination of Continuous Service will be made, and such term will be construed, in a manner that is consistent with the definition of "separation from service" as defined under Treasury Regulation Section 1.409A-1(h) (without regard to any alternative definition thereunder).

(r) "***Corporate Transaction***" means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of at least 50% of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately

preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(s) "***Director***" means a member of the Board.

(t) "***determine***" ***or*** "***determined***" means as determined by the Board or the Committee (or its designee) in its sole discretion.

(u) "***Disability***" means, with respect to a Participant, such Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, as provided in Section 22(e)(3) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(v) "***Effective Date***" means the IPO Date, provided this Plan is approved by the Company's stockholders prior to the IPO Date.

(w) "***Employee***" means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an "Employee" for purposes of the Plan.

(x) "***Employer***" means the Company or the Affiliate of the Company that employs the Participant.

(y) "***Entity***" means a corporation, partnership, limited liability company or other entity.

(z) "***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(aa) "***Exchange Act Person***" means any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that "Exchange Act Person" will not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the Effective Date, is the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities.

(bb) "***Fair Market Value***" means, as of any date, unless otherwise determined by the Board, the value of the Common Stock (as determined on a per share or aggregate basis, as applicable) determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value will be the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable.

(ii) If there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists.

(iii) In the absence of such markets for the Common Stock, or if otherwise determined by the Board, the Fair Market Value will be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

(cc) "***Governmental Body***" means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or regulatory body, or quasi-governmental body of any nature (including any governmental division, department, administrative agency or bureau, commission, authority, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or Entity and any court or other tribunal, and for the avoidance of doubt, any Tax authority) or other body exercising similar powers or authority; or (d) self-regulatory organization (including the Nasdaq Stock Market, New York Stock Exchange, and the Financial Industry Regulatory Authority).

(dd) "***Grant Notice***" means the notice provided to a Participant that he or she has been granted an Award under the Plan and which includes the name of the Participant, the type of Award, the date of grant of the Award, number of shares of Common Stock subject to the Award or potential cash payment right, (if any), the vesting schedule for the Award (if any) and other key terms applicable to the Award.

(ee) "***Incentive Stock Option***" means an option granted pursuant to Section 4 of the Plan that is intended to be, and qualifies as, an "incentive stock option" within the meaning of Section 422 of the Code.

(ff) "***IPO Date***" means the date of the underwriting agreement between the Company and the underwriter(s) managing the initial public offering of the Common Stock, pursuant to which the Common Stock is priced for the initial public offering.

(gg) "***Materially Impair***" means any amendment to the terms of the Award that materially adversely affects the Participant's rights under the Award. A Participant's rights under an Award will not be deemed to have been Materially Impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant's rights. For example, the following types of amendments to the terms of an Award do not Materially Impair the Participant's rights under the Award: (i) imposition of reasonable restrictions on the minimum number of shares subject to an Option that may be exercised, (ii) to maintain the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (iii) to change the terms of an Incentive Stock Option in a manner that

disqualifies, impairs or otherwise affects the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (iv) to clarify the manner of exemption from, or to bring the Award into compliance with or qualify it for an exemption from, Section 409A; or (v) to comply with other Applicable Laws.

(hh) "***Non-Employee Director***" means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act ("***Regulation S-K***")), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a "non-employee director" for purposes of Rule 16b-3.

(ii) "***Non-Exempt Award***" means any Award that is subject to, and not exempt from, Section 409A, including as the result of (i) a deferral of the issuance of the shares subject to the Award which is elected by the Participant or imposed by the Company, (ii) the terms of any Non-Exempt Severance Agreement.

(jj) "***Non-Exempt Director Award***" means a Non-Exempt Award granted to a Participant who was a Director but not an Employee on the applicable grant date.

(kk) "***Non-Exempt Severance Arrangement***" means a severance arrangement or other agreement between the Participant and the Company that provides for acceleration of vesting of an Award and issuance of the shares in respect of such Award upon the Participant's termination of employment or separation from service (as such term is defined in Section 409A(a)(2)(A)(i) of the Code (and without regard to any alternative definition thereunder) ("***Separation from Service***") and such severance benefit does not satisfy the requirements for an exemption from application of Section 409A provided under Treasury Regulations Section 1.409A-1(b)(4), 1.409A-1(b)(9) or otherwise.

(ll) "***Nonstatutory Stock Option***" means any option granted pursuant to Section 4 of the Plan that does not qualify as an Incentive Stock Option.

(mm) "***Officer***" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act.

(nn) "***Option***" means an Incentive Stock Option or a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.

(oo) "***Option Agreement***" means a written agreement between the Company and the Optionholder evidencing the terms and conditions of the Option grant. The Option Agreement includes the Grant Notice for the Option and the agreement containing the written summary of the general terms and conditions applicable to the Option and which is provided to a Participant along with the Grant Notice. Each Option Agreement will be subject to the terms and conditions of the Plan.

(pp) "***Optionholder***" means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(qq) "***Other Award***" means an award based in whole or in part by reference to the Common Stock which is granted pursuant to the terms and conditions of Section 5(c).

(rr) "***Other Award Agreement***" means a written agreement between the Company and a holder of an Other Award evidencing the terms and conditions of an Other Award grant. Each Other Award Agreement will be subject to the terms and conditions of the Plan.

(ss) "***Own,***" "***Owned,***" "***Owner,***" "***Ownership***" means that a person or Entity will be deemed to "Own," to have "Owned," to be the "Owner" of, or to have acquired "Ownership" of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(tt) "***Participant***" means an Employee, Director or Consultant to whom an Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Award.

(uu) "***Performance Award***" means an Award that may vest or may be exercised or a cash award that may vest or become earned and paid contingent upon the attainment during a Performance Period of certain Performance Goals and which is granted under the terms and conditions of Section 5(b) pursuant to such terms as are approved by the Board. In addition, to the extent permitted by Applicable Law and set forth in the applicable Award Agreement, the Board may determine that cash or other property may be used in payment of Performance Awards. Performance Awards that are settled in cash or other property are not required to be valued in whole or in part by reference to, or otherwise based on, the Common Stock.

(vv) "***Performance Criteria***" means the one or more criteria that the Board will select for purposes of establishing the Performance Goals for a Performance Period. The Performance Criteria that will be used to establish such Performance Goals may be based on any measure of performance selected by the Board.

(ww) "***Performance Goals***" means, for a Performance Period, the one or more goals established by the Board for the Performance Period based upon the Performance Criteria. Performance Goals may be based on a Company-wide basis, with respect to one or more business units, divisions, Affiliates, or business segments, and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by the Board (i) in the Award Agreement at the time the Award is granted or (ii) in such other document setting forth the Performance Goals at the time the Performance Goals are established, the Board will appropriately make adjustments in the method of calculating the attainment of Performance Goals for a Performance Period as follows: (1) to exclude restructuring and/or other nonrecurring charges; (2) to exclude exchange rate effects; (3) to exclude the effects of changes to generally accepted accounting principles; (4) to exclude the effects of any statutory adjustments to corporate tax rates; (5) to exclude the effects of items that are "unusual" in nature or occur "infrequently" as determined under generally accepted accounting principles; (6) to exclude the dilutive effects of acquisitions or joint ventures; (7) to assume that

any business divested by the Company achieved performance objectives at targeted levels during the balance of a Performance Period following such divestiture; (8) to exclude the effect of any change in the outstanding shares of common stock of the Company by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends; (9) to exclude the effects of stock based compensation and the award of bonuses under the Company's bonus plans; (10) to exclude costs incurred in connection with potential acquisitions or divestitures that are required to expensed under generally accepted accounting principles; and (11) to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles. In addition, the Board retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for such Performance Period. Partial achievement of the specified criteria may result in the payment or vesting corresponding to the degree of achievement as specified in the Award Agreement or the written terms of a Performance Cash Award.

(xx) "***Performance Period***" means the period of time selected by the Board over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to vesting or exercise of an Award. Performance Periods may be of varying and overlapping duration, at the sole discretion of the Board.

(yy) "***Plan***" means this Oportun Financial Corporation 2019 Equity Incentive Plan.

(zz) "***Plan Administrator***" means the person, persons, and/or third-party administrator designated by the Company to administer the day to day operations of the Plan and the Company's other equity incentive programs.

(aaa) "***Post-Termination Exercise Period***" means the period following termination of a Participant's Continuous Service within which an Option or SAR is exercisable, as specified in Section 4(h).

(bbb) "***Prior Plan's Available Reserve***" means the number of shares available for the grant of new awards under the Prior Plan as of immediately prior to the Effective Date.

(ccc) "***Prior Plan***" means the Oportun Financial Corporation 2015 Stock Option/ Stock Issuance Plan and the Oportun Financial Corporation Amended and Restated 2005 Stock Option/Stock Issuance Plan.

(ddd) "***Prospectus***" means the document containing the Plan information specified in Section 10(a) of the Securities Act.

(eee) "***Restricted Stock Award***" or "***RSA***" means an Award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 5(a).

(fff) "***Restricted Stock Award Agreement***" means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award grant. The Restricted Stock Award Agreement includes the Grant Notice

for the Restricted Stock Award and the agreement containing the written summary of the general terms and conditions applicable to the Restricted Stock Award and which is provided to a Participant along with the Grant Notice. Each Restricted Stock Award Agreement will be subject to the terms and conditions of the Plan.

(ggg) "***Returning Shares***" means shares subject to outstanding stock awards granted under the Prior Plan and that following the Effective Date: (A) are not issued because such stock award or any portion thereof expires or otherwise terminates without all of the shares covered by such stock award having been issued; (B) are not issued because such stock award or any portion thereof is settled in cash; (C) are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required for the vesting of such shares; (D) are withheld or reacquired to satisfy the exercise, strike or purchase price; or (E) are withheld or reacquired to satisfy a tax withholding obligation.

(hhh) "***RSU Award***" or "***RSU***" means an Award of restricted stock units representing the right to receive an issuance of shares of Common Stock which is granted pursuant to the terms and conditions of Section 5(a).

(iii) "***RSU Award Agreement***" means a written agreement between the Company and a holder of a RSU Award evidencing the terms and conditions of a RSU Award grant. The RSU Award Agreement includes the Grant Notice for the RSU Award and the agreement containing the written summary of the general terms and conditions applicable to the RSU Award and which is provided to a Participant along with the Grant Notice. Each RSU Award Agreement will be subject to the terms and conditions of the Plan.

(jjj) "***Rule 16b-3***" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(kkk) "***Rule 405***" means Rule 405 promulgated under the Securities Act.

(lll) "***Section 409A***" means Section 409A of the Code and the regulations and other guidance thereunder.

(mmm) "***Section 409A Change in Control***" means a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as provided in Section 409A(a)(2)(A)(v) of the Code and Treasury Regulations Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder).

(nnn) "***Securities Act***" means the Securities Act of 1933, as amended.

(ooo) "***Share Reserve***" means the number of shares available for issuance under the Plan as set forth in Section 2(a).

(ppp) "***Stock Appreciation Right***" or "***SAR***" means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 4.

(qqq) "***SAR Agreement***" means a written agreement between the Company and a holder of a SAR evidencing the terms and conditions of a SAR grant. The SAR Agreement includes the

Grant Notice for the SAR and the agreement containing the written summary of the general terms and conditions applicable to the SAR and which is provided to a Participant along with the Grant Notice. Each SAR Agreement will be subject to the terms and conditions of the Plan.

(rrr) "***Subsidiary***" means, with respect to the Company, (i) any corporation of which more than 50% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than 50%.

(sss) "***Ten Percent Stockholder***" means a person who Owns (or is deemed to Own pursuant to Section 424(d) of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Affiliate.

(ttt) "***Trading Policy***" means the Company's policy permitting certain individuals to sell Company shares only during certain "window" periods and/or otherwise restricts the ability of certain individuals to transfer or encumber Company shares, as in effect from time to time.

(uuu) "***Unvested Non-Exempt Award***" means the portion of any Non-Exempt Award that had not vested in accordance with its terms upon or prior to the date of any Corporate Transaction.

(vvv) "***Vested Non-Exempt Award***" means the portion of any Non-Exempt Award that had vested in accordance with its terms upon or prior to the date of a Corporate Transaction.

OPORTUN FINANCIAL CORPORATION
RSU AWARD GRANT NOTICE – INTERNATIONAL
(2019 EQUITY INCENTIVE PLAN)

Oportun Financial Corporation (the ***"Company"***) has awarded to you (the "***Participant***") the number of restricted stock units specified and on the terms set forth below in consideration of your services (the ***"RSU Award"***). Your RSU Award is subject to all of the terms and conditions as set forth herein and in the Company's 2019 Equity Incentive Plan (the ***"Plan"***) and the Award Agreement (the "***Agreement***") (including any special terms and conditions for your country set forth in the attached appendix (the "***Appendix***")), which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement (including the Appendix) shall have the meanings set forth in the Plan or the Agreement.

Participant: _____
Date of Grant: _____
Vesting Commencement Date: _____
Number of Restricted Stock Units: _____

Vesting Schedule: [_____]. Notwithstanding the foregoing, vesting shall terminate upon the Participant's termination of Continuous Service.

Issuance Schedule: One share of Common Stock will be issued for each restricted stock unit which vests at the time set forth in Section 5 of the Agreement.

IMPORTANT INFORMATION REGARDING REJECTION OR ACCEPTANCE OF THE RSU AWARD AND SELL TO COVER ELECTION

Acceptance of the RSU Award: Please read this Grant Notice, the Agreement and the Plan carefully. If you do **not** wish to receive this RSU Award and/or you do **not** consent and agree to the terms and conditions on which this RSU Award is offered, as set forth in the this Grant Notice, the Agreement and the Plan, then you must reject the RSU Award by sending your written notice of rejection to the Stock Plan Administrator at equity@oportun.com or at the Company's principal executive offices, located at 2 Circle Star Way, San Carlos, California, 94070; Attention: Stock Plan Administrator no later than the 60th calendar day following the Date of Grant (the "***Rejection Deadline***"). However, if the Rejection Deadline does not occur (1) during an "open window period" applicable to you, as determined by the Company in accordance with the Company's then-effective policy or policies on trading in Company securities or (2) on a date when you are otherwise permitted to trade in Company securities, then the Rejection Deadline will be extended until the first business day thereafter on which you are permitted to trade in Company securities in accordance with the Company's then-effective policy or policies on trading in Company securities. If you do not reject the RSU Award in accordance with this paragraph on or prior to the Rejection Deadline (as the same may be extended pursuant to the preceding sentence), then the RSU Award will be deemed to be accepted by you on the Rejection Deadline (as the same may be extended pursuant to the preceding sentence). The date that this RSU Award is deemed accepted by you pursuant to this paragraph is referred to as the "***Acceptance Date***."

If you reject the RSU Award in accordance with the previous paragraph, the RSU Award will be cancelled and your eligibility for any future or additional benefits under the RSU Award will terminate. Similarly, your failure to reject the RSU Award in accordance with previous paragraph on or before the Rejection Deadline (as the same may be extended pursuant to the previous paragraph) will constitute your acceptance of the RSU Award and your agreement with all terms and conditions of the RSU Award, as set forth in the Notice, the Agreement and the Plan, in each case effective on the Acceptance Date.

Sell to Cover Election: By accepting the RSU Award as set forth above, you: (1) elect, on the Acceptance Date, to sell shares of Common Stock issued in respect of the RSU Award in an amount determined in accordance with Section

5(b) of the Agreement, and, on the Acceptance Date, you authorize and direct the Agent (as defined in the Agreement) to remit the cash proceeds of such sale to the Company as more specifically set forth in Section 5(b) of the Agreement (a ***"Sell to Cover"***); (2) direct the Company, on the Acceptance Date, to make a cash payment to satisfy the Withholding Obligation from the cash proceeds of such sale directly to the appropriate taxing authorities; and (3) **represent and warrant that (i) you have carefully reviewed Section 5(b) of the Agreement, (ii) on the Acceptance Date, you are not aware of any material, nonpublic information with respect to the Company or any securities of the Company, are not subject to any legal, regulatory or contractual restriction that would prevent the Agent from conducting sales, do not have, and will not attempt to exercise, authority, influence or control over any sales of Common Stock effected by the Agent pursuant to the Agreement, and are making this election to Sell to Cover on the Acceptance Date in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 (regarding trading of the Company's securities on the basis of material nonpublic information) under the Exchange Act, and (iii) it is your intent that this election to Sell to Cover and Section 5(b) of the Agreement comply with the requirements of Rule 10b5-1(c)(1) under the Exchange Act and be interpreted to comply with the requirements of Rule 10b5-1(c) under the Exchange Act. You further acknowledge that by accepting this RSU Award as set forth above, you are adopting a 10b5-1 Plan (as defined in Section 5(b) of the Agreement) on the Acceptance Date to permit you to conduct a Sell to Cover sufficient to satisfy the Withholding Obligation as more specifically set forth in Section 5(b) of the Agreement.**

Participant Acknowledgements: By failing to notify the Company of your rejection of the RSU Award on or before the Rejection Deadline (as the same may be extended as set forth above), you understand and agree that as of the Acceptance Date:

- The RSU Award is governed by this RSU Award Grant Notice (the "***Grant Notice***"), and the provisions of the Plan and the Agreement (including the Appendix), all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Agreement (including the Appendix) (together, the "***RSU Award Agreement***") may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.

- You have read and are familiar with the provisions of the Plan, the RSU Award Agreement and the Prospectus. In the event of any conflict between the provisions in the RSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.

- The RSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award, and (iii) any separate election you enter into with the Company's written approval which is also applicable to the RSU Award.

OPORTUN FINANCIAL CORPORATION	**PARTICIPANT:**
By: _____	_____
Signature	Signature
Title: _____	Date: _____
Date: _____	

ATTACHMENTS: RSU Award Agreement (including the Appendix), 2019 Equity Incentive Plan

OPORTUN FINANCIAL CORPORATION
2019 EQUITY INCENTIVE PLAN - INTERNATIONAL

AWARD AGREEMENT (RSU AWARD)

As reflected by your Restricted Stock Unit Grant Notice ("***Grant Notice***") Oportun Financial Corporation (the "***Company***") has granted you a RSU Award under its 2019 Equity Incentive Plan (the "***Plan***") for the number of restricted stock units as indicated in your Grant Notice (the "***RSU Award***"). The terms of your RSU Award as specified in this Award Agreement for your RSU Award (including any special terms and conditions for your country set forth in the attached Appendix (the "***Appendix***")) (the "***Agreement***") and the Grant Notice constitute your "***RSU Award Agreement***". Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your RSU Award are as follows:

1. GOVERNING PLAN DOCUMENT. Your RSU Award is subject to all the provisions of the Plan, including but not limited to the provisions in:

(a) Section 6 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Corporate Transaction on your RSU Award;

(b) Section 9(e) regarding the Company's or your employer's retained rights to terminate your Continuous Service notwithstanding the grant of the RSU Award; and

(c) Section 8(c) regarding the tax and social security consequences of your RSU Award.

Your RSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the RSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. GRANT OF THE RSU AWARD. This RSU Award represents your right to be issued on a future date the number of shares of the Company's Common Stock that is equal to the number of restricted stock units indicated in the Grant Notice subject to your satisfaction of the vesting conditions set forth therein (the "***Restricted Stock Units***"). Any additional Restricted Stock Units that become subject to the RSU Award pursuant to Capitalization Adjustments as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units covered by your RSU Award.

3. DIVIDENDS. You may become entitled to receive payments equal to any cash dividends and other distributions paid with respect to a corresponding number of shares of Common Stock to be issued in respect of the Restricted Stock Units covered by your RSU

Award. Any such dividends or distributions shall be subject to the same forfeiture restrictions as apply to the Restricted Stock Units and shall be paid at the same time that the corresponding shares are issued in respect of your vested Restricted Stock Units, provided, however that to the extent any such dividends or distributions are paid in shares of Common Stock, then you will automatically be granted a corresponding number of additional Restricted Stock Units subject to the RSU Award (the "***Dividend Units***"), and further provided that such Dividend Units shall be subject to the same forfeiture restrictions and restrictions on transferability, and same timing requirements for issuance of shares, as apply to the Restricted Stock Units subject to the RSU Award with respect to which the Dividend Units relate.

4. Date of Issuance.

(a) If the RSU Award is exempt from application of Section 409A of the Code and any state law of similar effect (collectively **"*Section 409A*"**), the Company will deliver to you a number of shares of the Company's Common Stock equal to the number of vested Restricted Stock Units subject to your RSU Award, including any additional Restricted Stock Units received pursuant to Section 3 above that relate to those vested Restricted Stock Units on the applicable vesting date (the ***"Original Issuance Date"***). However, if the Original Issuance Date falls on a date that is not a business day, such delivery date shall instead fall on the next following business day. Notwithstanding the foregoing, if (i) the Original Issuance Date does not occur (1) during an "open window period" applicable to you, as determined by the Company in accordance with the Company's then-effective policy or policies on trading in Company securities or (2) on a date when you are otherwise permitted to sell shares of Common Stock on the open market to satisfy the Withholding Obligation; and (ii) the Company elects, prior to the Original Issuance Date, (x) not to satisfy the Withholding Obligation (as defined in Section 5(a) hereof) by withholding shares of Common Stock from the shares otherwise due, on the Original Issuance Date, to you under this RSU Award pursuant to Section 5 hereof, (y) not to permit you to then effect a Sell to Cover under the 10b5-1 Plan (as defined in Section 5(b) of this Agreement), and (z) not to permit you to satisfy the Withholding Obligation in cash, then such shares shall not be delivered on such Original Issuance Date and shall instead be delivered on the first business day of the next occurring open window period applicable to you or the next business day when you are not prohibited from selling shares of the Company's Common Stock on the open market, as applicable (and regardless of whether there has been a termination of your Continuous Service before such time), but in no event later than (a) December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of the taxable year in which the Original Issuance Date occurs), or (b) <u>if and only if</u> permitted in a manner that complies with Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Common Stock under this RSU Award are no longer subject to a "substantial risk of forfeiture" within the meaning of Treasury Regulations Section 1.409A-1(d). Delivery of the shares is intended to comply with the requirements for the short-term deferral exemption available under Treasury Regulations Section 1.409A-1(b)(4) and shall be construed and administered in such manner.

(b) To the extent the RSU Award is a Non-Exempt RSU Award, the provisions of Section 11 of the Plan shall apply.

5. Withholding Obligations.

(a) On or before the time you receive a distribution of Common Stock pursuant to your RSU Award, or at any time thereafter as requested by the Company, you hereby authorize any required withholding from the Common Stock issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate which arise in connection with your RSU Award (the "***Withholding Obligation***").

(b) By accepting this RSU Award as set forth in the Grant Notice, you hereby (i) acknowledge and agree that you have elected a Sell to Cover (as defined in the Grant Notice) on the Acceptance Date to permit you to satisfy the Withholding Obligation and that the Withholding Obligation shall be satisfied pursuant to this Section 5(b) to the fullest extent not otherwise satisfied pursuant to the provisions of Section 5(c) hereof and (ii) further acknowledge and agree to the following provisions, in each case on the Acceptance Date:

(i) You hereby irrevocably appoint Charles Schwab & Co., Inc., or such other registered broker-dealer that is a member of the Financial Industry Regulatory Authority as the Company may select, as your agent (the "***Agent***"), and you authorize and direct the Agent to:

(1) Sell on the open market at the then prevailing market price(s), on your behalf, as soon as practicable on or after the date on which the shares of Common Stock are delivered to you pursuant to Section 4 hereof in connection with the vesting of the Restricted Stock Units, the number (rounded up to the next whole number) of shares of Common Stock sufficient to generate proceeds to cover (A) the satisfaction of the Withholding Obligation arising from the vesting of those Restricted Stock Units and the related issuance of shares of Common Stock to you that is not otherwise satisfied pursuant to Section 5(c) hereof and (B) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto;

(2) Remit directly to the Company and/or any Affiliate the proceeds necessary to satisfy the Withholding Obligation;

(3) Retain the amount required to cover all applicable fees and commissions due to, or required to be collected by, the Agent, relating directly to the sale of the shares of Common Stock referred to in clause (1) above; and

(4) Remit any remaining funds to you.

(ii) You acknowledge that your election to Sell to Cover and the corresponding authorization and instruction to the Agent set forth in this Section 5(b) to sell Common Stock to satisfy the Withholding Obligation is intended to comply with the requirements of Rule 10b5-1(c)(1) under the Exchange Act and to be interpreted to comply with the requirements of Rule 10b5-1(c) under the Exchange Act (your election to Sell to Cover and the provisions of this Section 5(b), collectively, the "***10b5-1 Plan***"). You acknowledge that by accepting this RSU Award as set forth in the Grant Notice, you are adopting the 10b5-1 Plan to permit you to satisfy the Withholding Obligation. You hereby authorize the Company and the Agent to cooperate and communicate with one another to determine the number of shares of Common Stock that must be sold pursuant to Section 5(b)(i) to satisfy your obligations hereunder.

(iii) You acknowledge that the Agent is under no obligation to arrange for the sale of Common Stock at any particular price under this 10b5-1 Plan and that the Agent may effect sales as provided in this 10b5-1 Plan in one or more sales and that the average price for executions resulting from bunched orders may be assigned to your account. You further acknowledge that you will be responsible for all brokerage fees and other costs of sale associated with this 10b5-1 Plan, and you agree to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale. In addition, you acknowledge that it may not be possible to sell shares of Common Stock as provided for in this 10b5-1 Plan due to (i) a legal or contractual restriction applicable to you or the Agent, (ii) a market disruption, (iii) a sale effected pursuant to this 10b5-1 Plan that would not comply (or in the reasonable opinion of the Agent's counsel is likely not to comply) with the Securities Act, (iv) the Company's determination that sales may not be effected under this 10b5-1 Plan or (v) rules governing order execution priority on the national exchange where the Common Stock may be traded. In the event of the Agent's inability to sell shares of Common Stock, you will continue to be responsible for the timely payment to the Company of all federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld, including but not limited to those amounts specified in Section 5(b)(i)(1) above.

(iv) You acknowledge that regardless of any other term or condition of this 10b5-1 Plan, the Agent will not be liable to you for (A) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, or (B) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control.

(v) You hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this 10b5-1 Plan. The Agent is a third-party beneficiary of this Section 5(b) and the terms of this 10b5-1 Plan.

(vi) Your election to Sell to Cover and to enter into this 10b5-1 Plan is irrevocable. On the Acceptance Date, you have elected to Sell to Cover and to enter into this 10b5-1 Plan, and you acknowledge that you may not change this election at any time in the future. This 10b5-1 Plan shall terminate not later than the date on which the Withholding Obligation arising from the vesting of your Restricted Stock Units and the related issuance of shares of Common Stock has been satisfied.

(c) Alternatively, or in addition to or in combination with the Sell to Cover provided for under Section 5(b), you authorize the Company, at its discretion, to satisfy the Withholding Obligation by the following means (or by a combination of the following means):

(i) Requiring you to pay to the Company any portion of the Withholding Obligation in cash;

(ii) Withholding from any compensation otherwise payable to you by the Company; and/or

(iii) Withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the RSU Award with a Fair Market Value (measured as of the date shares of Common Stock are issued pursuant to Section 4) equal to the amount of the Withholding Obligation; *provided, however*, that the number of such shares of Common Stock so withheld shall not exceed the amount necessary to satisfy the Company's or Affiliate's tax withholding obligations as permitted while still avoiding classification of the RSU Award as a liability for financial accounting purposes and provided, further, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee.

(d) Unless the Withholding Obligation of the Company and/or any Affiliate are satisfied, the Company shall have no obligation to deliver to you any Common Stock.

(e) In the event the Withholding Obligation of the Company arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Withholding Obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

6. TRANSFERABILITY. Except as otherwise provided in the Plan, your RSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

7. CORPORATE TRANSACTION. Your RSU Award is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. RSU AWARD NOT A SERVICE CONTRACT.

(a) Nothing in this Agreement (including, but not limited to, the vesting of your RSU Award or the issuance of the shares in respect of your RSU Award), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan shall: (i) confer upon you any right to continue in the employ or service of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company of the right to terminate you at will and without regard to any future vesting opportunity that you may have.

(b) By accepting your RSU Award, you acknowledge, understand and agree that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan; (ii) the grant of your RSU Award is voluntary and occasional and does not create any contractual or other right to receive future grants of awards (whether on the same or different terms), or benefits in lieu of awards, even if awards have been granted in the past; (iii) your RSU

Award and any shares of Common Stock acquired under the Plan, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; (iv) the future value of the shares of Common Stock underlying the RSU Award is unknown, indeterminable, and cannot be predicted with certainty; (v) neither the Company nor any Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of your RSU Award or of any amounts due to you pursuant to the vesting of your RSU Award or the subsequent sale of any shares of Common Stock received; (vi) for the purposes of the RSU Award, your Continuous Service will be considered terminated as of the date you are no longer actively providing services to the Company or one of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, your right to vest in the RSU Award under the Plan, if any, will terminate as of such date and will not be extended by any notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any); and the Plan Administrator shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of the RSU Award (including whether you may still be considered to be providing services while on a leave of absence); (vii) no claim or entitlement to compensation or damages shall arise from forfeiture of this RSU Award resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any), and in consideration of the grant of this RSU Award to which you are otherwise not entitled, you irrevocably agree never to institute any claim against the Company or any Affiliate, waive your ability, if any, to bring any such claim, and release the Company and any Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim.

9. NO LIABILITY FOR TAXES. As a condition to accepting the RSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax and social security liabilities arising from the RSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax and social security consequences of the RSU Award and have either done so or knowingly and voluntarily declined to do so.

10. SEVERABILITY. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

11. OTHER DOCUMENTS. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company's Trading Policy.

12. NO ADVICE REGARDING GRANT. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying shares of Common Stock. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

13. DATA PRIVACY.

(a) You explicitly and unambiguously acknowledge and consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document by and among, as applicable, your employer, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan. You understand that the Company, its Affiliates and your employer hold certain personal information about you, including, but not limited to, name, home address and telephone number, date of birth, social security number (or other identification number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all RSU Awards or any other entitlement to shares of stock awarded, canceled, purchased, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, managing and administering the Plan ("***Data***"). You understand that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, in particular in the US, and that the recipient country may have different data privacy laws providing less protections of your personal data than your country. You may request a list with the names and addresses of any potential recipients of the Data by contacting as the stock plan administrator at the Company (the "***Stock Plan Administrator***"). You acknowledge that the recipients may receive, possess, process, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party with whom you may elect to deposit any shares of Common Stock acquired upon the vesting of your RSU Award. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Stock Plan Administrator in writing.

(b) For the purposes of operating the Plan in the European Union (including the UK, if the UK leaves the European Union), the Company will collect and process information relating to you in accordance with the privacy notice from time to time in force.

14. LANGUAGE. You acknowledge that you are sufficiently proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. If you have received this Agreement, or any other document related to this RSU Award and/or the Plan translated into a

language other than English and if the meaning of the translated version is different than the English version, the English version will control.

15. FOREIGN ASSET/ACCOUNT, EXCHANGE CONTROL AND TAX REPORTING. You may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the acquisition, holding and/or transfer of shares of Common Stock or cash (including dividends and the proceeds arising from the sale of shares of Common Stock) derived from your participation in the Plan in, to and/or from a brokerage/bank account or legal entity located outside your country. The Applicable Laws in your country may require that you report such accounts, assets and balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. You may also be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledge that it is your responsibility to be compliant with such regulations and you are encouraged to consult with your personal legal advisor for any details.

16. APPENDIX. Notwithstanding any provisions in this Agreement, your RSU Award shall be subject to the special terms and conditions for your country set forth in the Appendix attached hereto. Moreover, if you relocate to one of the countries included therein, the terms and conditions for such country will apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

17. QUESTIONS. If you have questions regarding these or any other terms and conditions applicable to your RSU Award, including a summary of the applicable income tax and social security consequences please see the Prospectus.

* * * * *

This Agreement shall be deemed to be signed by the Company and the Participant upon the signing by the Participant of the Restricted Stock Unit Grant Notice to which it is attached.

APPENDIX

This Appendix includes special terms and conditions that govern the RSU Award granted to you under the Plan if you reside and/or work in any country listed below.

The information contained herein is general in nature and may not apply to your particular situation, and you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. If you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer employment and/or residency to another country after the date of grant, are a consultant, change employment status to a consultant position, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to you. References to your Employer shall include any entity that engages your services.

INDIA

Vesting Restriction. The following supplements the Agreement.

You must comply at the time of vesting with applicable laws and regulations of India, including but not limited to the Foreign Exchange Management Act, 1999 of India and the rules, regulations and amendments thereto ("***FEMA***"). Upon acquisition of the publically traded stock under the Plan, you will not be required to immediately sell the stock. However, should you subsequently sell the stock purchased under the Plan, you will be required to repatriate any sale proceeds to India immediately upon such sale and in any event within 90 days of the date of sale.

Further, the Plan and the corresponding documents have neither been delivered for registration nor are they intended to be registered with any regulatory authorities in India. These documents are not intended for distribution and are meant solely for the consideration of the person to whom they are addressed and should not be reproduced by you.

MEXICO

Terms and Conditions

No Entitlement or Claims for Compensation. These provisions supplement Section 8 ("*RSU Award Not A Service Contract*") of the Agreement that clarify that the grant, vesting or settlement of your RSU Award does not give you a right to continued service/employment:

Modification. By accepting the grant of an RSU Award, you understand and agree that any modification of the Plan or the RSU Award Agreement or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

Policy Statement. The grant of the RSU Award by the Company under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at 2 Circle Star Way, San Carlos, CA 94070, U.S.A., is solely responsible for the administration and participation in the Plan and the acquisition of shares of Common Stock does not, in any way, establish an employment relationship between you and the Company since you are participating in the Plan on a wholly commercial basis and your sole employer is a subsidiary of the Company ("***Employer***"), nor does it establish any rights between you and the Employer as the latter does not sponsor, contribute to, make any payment, grant any Award or have any relationship with the Plan, the Agreement and/or the RSU Award, all of which are sponsored solely and exclusively by the Company which is the only party responsible for the contribution of any amount pursuant to the Plan and/or the Agreement and the only party responsible for making any payment or granting any Awards thereunder. Pursuant to the foregoing, you expressly agree and recognize for all legal purposes that your participation in the Plan, and any benefit associated therewith shall not be construed as being part of, derived from, or in any way related to the employment relationship that you may have with the Employer.

Plan Document Acknowledgment. By accepting the grant of an RSU Award, you acknowledge that you have received a copy of the Plan, have reviewed the Plan and the RSU Award Agreement in their entirety and fully understand and accept all provisions of the Plan and the RSU Award Agreement.

In addition, by signing the RSU Award Agreement, you further acknowledge that you have read and specifically and expressly approved the terms and conditions in Section 8 of the Agreement ("*RSU Award Not A Service Contract*") that clarify that the grant, vesting or settlement of an RSU Award does not give you a right to continued service/employment, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither the Company nor any Affiliate is responsible for any decrease in the value of the shares of Common Stock underlying the RSU Award.

Finally, you hereby declare that you do not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of your participation in the Plan and therefore grant a full and broad release to the Employer, the Company and any Affiliate with respect to any claim that may arise under the Plan.

Tax obligations. By accepting the grant of the RSU Award and signing the Grant Notice, you acknowledge that it is your responsibility to review and confirm the tax effects that may be generated or derived from this acceptance, with your tax advisors.

You also acknowledge that you are aware that any tax triggered or derived from the granting and/or vesting of the RSU Award shall be recognized in the monthly and annual income tax return or returns that shall be filed pursuant to Mexican law and the corresponding income tax payment shall be properly, duly and timely paid, if any. It is your sole obligation to provide to your Employer, no later than 15 days after such payment was due, the evidence of the applicable monthly and annual income tax returns filed and the payment of applicable taxes.

Notwithstanding the foregoing, if your Employer is obliged to withhold the corresponding tax pursuant to applicable law, your Employer will provide you with a notice, no later than 5 days

after the vesting of your RSU Award, informing you that your Employer will make the corresponding withholdings, which would substitute your obligations to make a direct filing of the monthly income tax return and the corresponding payment.

Termination of Continuous Service. By accepting the grant of an RSU Award and signing the Grant Notice, you acknowledge that you have read and specifically and expressly approved the terms and conditions in Section 5.(a)(iv) of the Plan ("*Termination of Continuous Service*") that clarify that if your Continuous Service terminates for any reason, any portion of your RSU Award that has not vested will be forfeited upon such termination and you will have no further right, title or interest in the RSU Award, the shares of Common Stock issuable pursuant to the RSU Award, or any consideration in respect of the RSU Award.

In addition, by signing the RSU Award Agreement, you further acknowledge that you have read and specifically and expressly approved the terms and conditions in Section 8.(b)(vi) of the Agreement that clarify that for the purposes of the RSU Award, your Continuous Service will be considered terminated as of the date you are no longer actively providing services to the Company or one of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and your right to vest in the RSU Award under the Plan, if any, will terminate as of such date and will not be extended by any notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any); and the Plan Administrator shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of the RSU Award (including whether you may still be considered to be providing services while on a leave of absence).

Language. You acknowledge that you are sufficiently proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so that you have a complete and accurate understanding of each and every of the terms and conditions of the Plan, the Agreement and the Grant Notice. If you have received the Plan, the Agreement, the Grant Notice, or any other document related to this RSU Award translated into a language other than English and if the meaning of the translated version is different than the English version, you expressly agree that the English version will control.

Spanish Translation

Términos y Condiciones

Renuncia de Derechos o Reclamos por Compensación. *Estas disposiciones complementan la Sección 8 del Acuerdo, la cual aclara que el otorgamiento, conclusión del período para hacer exigible (vesting) o la liquidación de su "RSU Award" no garantizan la continuación de sus servicios/relación:*

Modificación. *Al aceptar el otorgamiento de su "RSU Award", usted reconoce y acuerda que cualquier modificación del Plan o del Acuerdo de "RSU Award" o su terminación, no constituirá un cambio o detrimento de los términos y condiciones de su relación.*

Declaración de Política. *El Otorgamiento de su "RSU Award" por la Compañía en virtud del Plan es unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier tiempo, sin responsabilidad alguna.*

*La Compañía, con oficinas registradas ubicadas en 2 Circle Star Way, San Carlos, CA 94070, U.S.A., es la única responsable de la administración del Plan y de la participación en el mismo y la adquisición de Acciones no establece de forma alguna una relación de trabajo entre usted y la Compañía, ya que su participación en el Plan es completamente comercial y su único empleador es una subsidiaria de la Empresa ("**Empleador**"), así como tampoco establece ningún derecho entre usted y el Empleador toda vez que éste no patrocina, contribuye, hace ningún pago, otorga ninguna gratificación o compensación o tiene ninguna relación con el Plan, el Acuerdo y/o su "RSU Award", los cuales son patrocinados única y exclusivamente por la Compañía, la cual es la única parte responsable por contribuir cualesquiera montos en términos del Plan y/o el Acuerdo y es la única parte responsable por realizar cualesquiera pagos u otorgar cualquier gratificación o compensación en términos del Plan, el Acuerdo y/o su "RSU Award". En términos de lo anterior, usted acuerda y reconoce expresamente para todos los efectos legales a los que haya lugar que no se entenderá que su participación en el Plan, así como cualquier beneficio que derive del mismo, sean parte, deriven de o estén relacionados de cualquier forma con la relación laboral que usted pueda tener con el Empleador.*

Reconocimiento del Documento del Plan. *Al aceptar el Otorgamiento de su "RSU Award", usted reconoce que ha recibido una copia del Plan, ha revisado el mismo así como el Acuerdo de "RSU Award" en su totalidad y que ha entendido y aceptado completamente todas las disposiciones contenidas en el Plan y en el Acuerdo de "RSU Award".*

Adicionalmente, al firmar el Acuerdo de "RSU Award", reconoce que ha leído, y que aprueba específica y expresamente los términos y condiciones contenidos en la Sección 8 del Acuerdo ("RSU Award Not A Service Contract") en el cual se aclara que el otorgamiento, conclusión del período para hacer exigible (vesting) o la liquidación de su "RSU Award", no garantizan la continuación de sus servicios/relación y donde además se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecido por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni la Compañía, ni cualquier Filial son responsables por cualquier disminución en el valor de las Acciones en relación a su "RSU Award".

Finalmente, usted declara que no se reserva ninguna acción o derecho para interponer cualquier demanda en contra de la Compañía por cualquier compensación y/o daño o perjuicio alguno, como resultado de su participación en el Plan y, en consecuencia, otorga el más amplio finiquito al Empleador, así como a la Compañía y cualquier Filial con respecto a cualquier demanda que pudiera originarse en virtud del Plan.

Obligaciones fiscales. *Al aceptar el otorgamiento de su "RSU Award" y al firmar el Aviso de Otorgamiento, usted reconoce que es su responsabilidad el revisar y confirmar los efectos fiscales que pudieran derivarse como consecuencia de esta aceptación, con sus asesores fiscales.*

Usted también reconoce que es de su conocimiento que cualquier impuesto generado por el otorgamiento y ejecución de su "RSU Award" deberán ser reconocidos en su declaración o declaraciones mensuales y anuales de impuesto sobre la renta que deberá ser presentada conforme a la ley aplicable y, el impuesto sobre la renta correspondiente deberá ser pagado en tiempo y forma, si hubiera alguno. Es su obligación personal entregar a su Empleador, dentro de los 15 días siguientes contados a partir de la fecha límite para efectuar dicho pago, la documentación comprobatoria aplicable de la presentación de su declaración mensual provisional de impuesto sobre la renta, así como el pago de los impuestos aplicables.

No obstante, en caso de que su Empleador estuviese obligado a efectuar la retención de impuestos correspondiente, su Empleador le dará una notificación, dentro de los 5 días siguientes a partir del ejercicio de su "RSU Award", con la intención de informarle que su Empleador realizará la retención de impuesto sobre la renta, la cual sustituirá su obligación de la presentación directa de la declaración mensual provisional de impuesto sobre la renta y el pago de impuestos correspondiente.

Terminación de Servicio Continuo. *Al aceptar el otorgamiento de su "RSU Award" y firmar el Acuerdo de "RSU Award", usted reconoce que ha leído y aprobado específicamente y de manera expresa los términos y condiciones de la Sección 5.(a)(iv) del Plan ("Termination of Continuous Service") la cual aclara que si su Servicio Continuo termina por cualquier razón, cualquier porción de su "RSU Award" que no haya completado el período para ser exigible (vesting) se perderá al momento de dicha terminación y usted no tendrá ningún derecho, propiedad o interés con relación a su "RSU Award", las Acciones que pudieran emitirse en virtud de su "RSU Award" o cualquier otra forma de compensación con relación a su "RSU Award".*

Adicionalmente a lo anterior, al firmar el Acuerdo de "RSU Award", usted reconoce que ha leído y aprobado específicamente y de manera expresa los términos y condiciones de la Sección 8.(b)(vi) del Acuerdo, la cual aclara que para efectos de su "RSU Award", se considerará que su Servicio Continuo ha terminado en la fecha en la cual usted deje de prestar servicios activos a la Compañía o a sus Filiales (sin importar la razón de dicha terminación o si se determina en cualquier momento que dicha terminación es invalida o violatoria a las leyes laborales de la jurisdicción donde usted preste sus servicios o los términos de su contrato de trabajo, en caso de aplicar) y que su derecho a hacer exigible (vest) su "RSU Award" en los términos del Plan, en caso de aplicar, terminará a partir de dicha fecha y no se extenderá por cualquier período de aviso previo a la terminación, de suspensión (garden leave) o cualquier período similar que sea aplicable en términos de las leyes laborales de la jurisdicción donde usted preste sus servicios o los términos de su contrato de trabajo, en caso de aplicar, así como que el Administrador del Plan tendrá la discreción exclusiva para determinar el momento a partir del cual usted no esté prestando servicios activamente para efectos de su "RSU Award" (así como para determinar si se considerará que usted está prestando servicios durante un período de ausencia [leave of absence]).

Idioma. *Usted reconoce manejar el idioma inglés lo suficiente o en su defecto, que ha consultado con un experto que maneja el idioma inglés lo suficiente para que usted tenga un entendimiento completo y preciso de todos y cada uno de los términos y condiciones del Plan, del Acuerdo y del Aviso de Otorgamiento. Si usted ha recibido una copia del Plan, el Acuerdo, el Aviso de Otorgamiento o cualquier otro documento relacionado con su "RSU Award" traducido*

a cualquier idioma que no sea inglés y si en su caso el significado de dicha traducción es distinto al de la versión en inglés, usted acepta expresamente que la versión en inglés prevalecerá.

OPORTUN FINANCIAL CORPORATION
STOCK OPTION GRANT NOTICE - INTERNATIONAL
(2019 EQUITY INCENTIVE PLAN)

Oportun Financial Corporation (the "***Company***"), pursuant to its 2019 Equity Incentive Plan (the "***Plan***"), has granted to you ("***Optionholder")*** an option to purchase the number of shares of the Common Stock set forth below (the "***Option***"). Your Option is subject to all of the terms and conditions as set forth herein and in the Plan, and the Stock Option Agreement (including any special terms and conditions for your country set forth in the attached appendix (the "***Appendix***") and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Stock Option Agreement shall have the meanings set forth in the Plan or the Stock Option Agreement, as applicable.

Optionholder:	_____
Date of Grant:	_____
Vesting Commencement Date:	_____
Number of Shares of Common Stock Subject to Option:	_____
Exercise Price (Per Share) (US$):	_____
Total Exercise Price (US$):	_____
Expiration Date:	_____

Type of Grant: Nonstatutory Stock Option

Exercise and Vesting Schedule: Subject to the Optionholder's Continuous Service through each applicable vesting date, the Option will vest as follows:

[1/4th of the shares vest and become exercisable one year after the Vesting Commencement Date; the balance of the shares vest and become exercisable in a series of thirty-six (36) successive equal monthly installments measured from the first anniversary of the Vesting Commencement Date on the same date of the month as the Vesting Commencement Date.]

Optionholder Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The Option is governed by this Stock Option Grant Notice, and the provisions of the Plan and the Stock Option Agreement (including the Appendix) and the Notice of Exercise, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Stock Option Agreement (including the Appendix) (together, the "***Option Agreement***") may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.

- If the Option is an Incentive Stock Option, it (plus other outstanding Incentive Stock Options granted to you) cannot be first *exercisable* for more than $100,000 in value (measured by exercise price) in any calendar year. Any excess over $100,000 is a Nonstatutory Stock Option.

- You consent to receive this Grant Notice, the Option Agreement, the Plan, the Prospectus and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

- You have read and are familiar with the provisions of the Plan, the Option Agreement, the Notice of Exercise and the Prospectus. In the event of any conflict between the provisions in this Grant Notice, the Option

Agreement, the Notice of Exercise, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.

- The Option Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to you and any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this Option.

- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

OPORTUN FINANCIAL CORPORATION	**OPTIONHOLDER:**
By:_____	_____
Signature	Signature
Title:_____	Date:_____
Date:_____	

ATTACHMENTS: Stock Option Agreement (including the Appendix), 2019 Equity Incentive Plan, Notice of Exercise

ATTACHMENT I

STOCK OPTION AGREEMENT

ATTACHMENT II

2019 EQUITY INCENTIVE PLAN

ATTACHMENT III

NOTICE OF EXERCISE

OPORTUN FINANCIAL CORPORATION
(2019 EQUITY INCENTIVE PLAN)

NOTICE OF EXERCISE - INTERNATIONAL

OPORTUN FINANCIAL CORPORATION
2 CIRCLE STAR WAY
SAN CARLOS, CA 94070

Date of Exercise: _____

This constitutes notice to Oportun Financial Corporation (the "***Company***") that I elect to purchase the below number of shares of Common Stock of the Company (the "***Shares***") by exercising my Option for the price set forth below. Capitalized terms not explicitly defined in this Notice of Exercise but defined in the Grant Notice, Option Agreement (including the Appendix) or 2019 Equity Incentive Plan (the "***Plan***") shall have the meanings set forth in the Grant Notice, Option Agreement (including the Appendix) or Plan, as applicable. Use of certain payment methods is subject to Company and/or Committee consent and certain additional requirements set forth in the Option Agreement (including the Appendix) and the Plan.

Type of option (check one):	Nonstatutory
Date of Grant:	_____
Number of Shares as to which Option is exercised:	_____
Certificates to be issued in name of:	_____
Total exercise price:	US$_____
Cash, check, bank draft or money order delivered herewith:	US$_____
Value of _____ Shares delivered herewith:	US$_____
Regulation T Program (cashless exercise)	US$_____
Value of _____ Shares pursuant to net exercise:	US$_____

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the Plan including, and (ii) to satisfy the tax or social security withholding obligations, if any, relating to the exercise of this Option as set forth in the Option Agreement.

Very truly yours,

_____

Oportun Bank, N.A., Community Reinvestment Act Plan Overview

I. Introduction

This document presents the Community Reinvestment Act ("CRA") Plan Overview (the "CRA Plan Overview") for Oportun Bank, N.A. (the "Bank"), a proposed de novo national bank to be headquartered in San Carlos, California. The Bank will be wholly owned by Oportun Financial Corporation ("Oportun" or the "Company"), a public company also located in San Carlos.

Founded in 2005, Oportun is a mission-driven company dedicated to providing inclusive, affordable financial services that empower its low- and moderate-income ("LMI") customers to build better financial futures. This mission informs every aspect of how the Company runs its business, and it will be central to how the Bank will operate.

Oportun's customers are hard-working LMI individuals with limited or no credit histories who have, historically, been shut out of the mainstream financial system. Most of these customers are likely among the 30% of American adults who could not cover an emergency $400 expense or could cover it only by selling an asset or borrowing money.[1] Over 89% of Oportun's customers live in LMI communities.

When these customers first come to Oportun, their status with the major credit bureaus is typically "No Hit," "No Score," or "Thin File," severely limiting their credit options. This challenge is particularly acute for Hispanics and African Americans. According to the Consumer Financial Protection Bureau ("CFPB"), over a quarter of Hispanic and African American consumers in the United States lack a credit score.[2] Without Oportun, these customers may turn, out of necessity, to far less affordable options offered by alternative financial services providers willing to serve them. This often includes predatory lenders driven exclusively by profit motives. Oportun provides these customers with access to credit at a reasonable cost and the opportunity to build solid credit bureau histories and scores.

Oportun is dedicated to providing its customers with better alternatives. The Company's core product is a simple-to-understand, affordable, unsecured, fully-amortizing personal installment loan with fixed payments and fixed interest rates, capped at a 36% APR for the life of the loan.

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[1] Center for Retirement Research at Boston College, *Why Are So Many Households Unable to Cover a $400 Unexpected Expense?* (July 2019). Link: https://crr.bc.edu/wp-content/uploads/2019/07/IB_19-11.pdf; Board of Governors of the Federal Reserve System, *Report on the Economic Well-Being of U.S. Households in 2018-May 2019*. Link: https://www.federalreserve.gov/publications/2019-economic-well-being-of-us-households-in-2018-dealing-with-unexpected-expenses.htm

[2] Consumer Financial Protection Bureau, *Who are the Credit Invisibles?* (Dec. 2016). Link: https://files.consumerfinance.gov/f/documents/201612_cfpb_credit_invisible_policy_report.pdf

Oportun uses advanced data analytics, ability-to-repay criteria, and proprietary credit models to provide this core product and other financial solutions to meet its customers' needs, allowing them to demonstrate creditworthiness and establish the credit histories they need to open doors to new opportunities. Oportun's use of alternative data allows it to score 100% of applicants, enabling the Company to serve borrowers with limited or no credit history that most banks typically decline. Furthermore, Oportun's policy of reporting all loans to major credit bureaus means that the vast majority of new customers who lack a credit score are able to establish one.

In its 15-year history, the Company has originated more than 3.9 million loans and saved its customers an estimated $1.8 billion in aggregate interest and fees compared to alternative products available to them, according to a study commissioned by the Company and conducted by the Financial Health Network.[3] Oportun has extended more than $9.3 billion of credit to over 1.8 million customers. Because these customers returned to Oportun for another loan, Oportun knows that at least 870,000 of these customers were able to establish credit histories.

In 2019, the Company had $598 million in revenue, its fifth consecutive year of pre-tax profitability, more than 790,000 active customers, and over 330 retail locations. The Company's lending subsidiary, Oportun, Inc., has been certified by the U.S. Department of the Treasury as a Community Development Financial Institution ("CDFI") since 2009.

In 2018, Oportun was recognized by *Time Magazine* as a "Genius Company" with a role in inventing the future.[4] In 2019, Oportun's innovative personal loan products were named best consumer lending products by FinTech Breakthrough.[5] In 2020, Oportun was included in the top 10 list of innovative finance companies by *Fast Company*.[6] Oportun's Net Promoter Score, the percentage of customers likely to recommend Oportun to family and friends, far outpaces that of most traditional banks and consistently meets or exceeds premium brands, including Ritz-Carlton and Apple, demonstrating that Oportun offers responsible credit products and provides outstanding service.[7]

Beyond its core lending products that help borrowers establish a credit history and advance into the financial mainstream, Oportun provides additional value to its LMI customers and communities through programs and services intended to enhance consumer financial capability through coaching and education. For example, Oportun has embedded credit education in its loan disbursement process and also offers borrowers a free financial coaching session with a

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[3] "Oportun: The True Cost of a Loan," a study commissioned by Oportun and conducted by the Financial Health Network, January 2017, updated as of June 30, 2020. Link: https://oportun.com/wp-content/uploads/2019/05/CFSI_Oportun_Total_Cost_of_Loan.pdf

[4] Time, "Genius Companies: 50 Businesses Inventing the Future (2018)." Link: https://time.com/collection/genius-companies-2018/

[5] Fintech Breakthrough, "Judging Process." Link: https://fintechbreakthrough.com/judging-process/

[6] Fast Company, "The 10 Most Innovative Finance Companies of 2020." Link: https://www.fastcompany.com/90457836/finance-most-innovative-companies-2020#:~:text=The%2010%20most%20innovative%20finance%20companies%20of%202020.,4.%20Kin%20Insurance.%205%205.%20LendingHome.%20More%20items

[7] Satmetrix, "US Consumer NPS Benchmarks 2019"; Oportun NPS internally measured.

bilingual counselor provided by a respected nonprofit consumer advocacy organization. This helps Oportun's customers to understand the fundamentals of the credit system, the importance of having a good credit score, and how paying back their loan can help them establish credit.

Oportun's Board of Directors, management, and staff understand their customers' communities. The Company has designed its business and products to provide bilingual services, through its retail and contact center staff. In fact, the vast majority of Oportun employees identify as people of color or women. This diversity is similarly reflected in Oportun's leadership team. In fact, each level of management at Oportun, from its front-line supervisors to the corporate board of directors, is majority women or people of color.[8] The Bank's organizers ("Organizers") are committed to ensuring the Bank will be a similarly inclusive and responsible actor and that its Community Reinvestment Act ("CRA") program will meet, and in many areas exceed, both the spirit and letter of that law.

Drawing on Oportun's mission and history, the Organizers recognize the Bank's important obligation to promote the convenience and needs of the communities it serves. Consistent with this obligation, and safe and sound banking practices, the Bank will pursue a robust CRA program of lending, qualified investment, and community development services within its proposed Assessment Area and Supplemental Review Areas ("SRAs"). Given the Bank's national footprint, upon commencement of operations, the Bank will address its CRA compliance responsibilities by developing a formal strategic plan in order to provide appropriate flexibility in structuring a program that best serves its communities. The Bank's management intends to administer its CRA program with the objective of achieving an "Outstanding" performance rating.

The Bank will have no branches and will wholly own Oportun, Inc. The Bank will operate Oportun's network of retail locations as loan production offices. The Bank will absorb and build upon Oportun's existing and growing customer base, product suite, technology, global operations, and marketing capabilities to carry forward the Company's mission. In doing so, the Bank will offer affordable and responsible credit products, FDIC-insured deposits, and Oportun's outstanding customer service to the approximately 100 million adults in the U.S. who have limited or no credit histories.[9]

Prior to finalizing the strategic plan and seeking its approval, the Organizers and Bank management will consult with the OCC, consumer advocates, and other stakeholders to finalize a strategic plan that adheres to the following principles:

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[8] Leadership is defined as Directors, Senior Directors, Vice Presidents and above, inclusive of the Board of Directors. People of color is defined using the self-reported EEOC classifications of Black or African American, Hispanic or Latino, Asian, American Indian/Alaskan Native, Native Hawaiian or Other Pacific Islander, and Two or More Races.

[9] According to the CFPB, there are 45 million U.S. adults without credit scores. Oportun estimates that credit bureau data indicates that an additional 55 million adults have credit scores based on limited data (4 or fewer credit accounts). CFPB, "Credit Invisibles (2015)." Link: https://files.consumerfinance.gov/f/201505_cfpb_data-point-credit-invisibles.pdf

- A strong ratio of community development lending in relation to its deposit base;
- A commitment to identify a robust and inclusive set of SRAs that, in total, represents the majority of Oportun's lending activity and is focused on LMI, minority, and rural communities.
- An assertive program to ensure the growth of lending activities in LMI communities and to LMI individuals and facilitate expanded product offerings for those consumers, including, for example, responsibly structured credit cards;
- A focus on providing LMI communities with much-needed access to efficient and affordable capital;
- Qualified investment programs that support CDFI lenders;
- Strategic partnerships with independent non-profits that serve LMI communities and people of color, with missions that help to revitalize those communities; and
- Utilization of the decades of expertise in Oportun's talent base and business to deliver coaching and counseling on financial matters to the LMI communities it serves. This includes volunteer commitments by Oportun employees to provide education, as well as supporting third party financial coaching to LMI individuals.

The Bank's management will designate an individual with demonstrated CRA experience to lead its CRA program. The CRA program will be supported by the Bank's credit experts and executives. Consistent with Oportun's mission, Bank employees will be engaged in a variety of CRA activities, including community outreach, financial education efforts, and other community development services.

Consistent with its obligation under the CRA to help meet community credit needs in a safe and sound manner, the Bank will focus on safe and sound lending practices that are fully supported by a comprehensive compliance program that monitors and tests for adherence to applicable law and regulation, including those addressing fair lending and servicing, and the avoidance of unfair, deceptive, or abusive acts or practices.

II. Assessment Area and SRAs

Pursuant to 12 C.F.R. § 25.41, the Bank will designate as its Assessment Area the area surrounding Oportun's current headquarters in San Carlos, California; specifically, the San Francisco-Oakland-Berkeley, CA Metropolitan Statistical Area ("SFMSA"). The Office of Management and Budget and the U.S. Census Bureau currently define the SFMSA as comprising the following counties: Alameda, Contra Costa, San Francisco, San Mateo, and Marin. The Bank's proposed Assessment Area consists only of whole geographies, does not reflect illegal discrimination, and does not arbitrarily exclude LMI geographies. The Bank proposes to designate the following SRAs for which the Bank will conduct a program of lending, qualified investment, and community development services:

- Los Angeles-Long Beach-Santa Ana, CA MSA;
- Houston-Sugar Land-Baytown, TX MSA;
- Miami-Dade, FL MSA;

- Dallas-TX MSA;
- Chicago-Joliet-Naperville, IL-IN-WI MSA; and
- Bakersfield-Delano, CA MSA.

These SRAs were chosen to represent a diversity of areas, including smaller metropolitan areas and rural areas that may be traditionally underserved. These SRAs represent 56% of the total number of loans originated by Oportun in 2019. In the development of its strategic plan, the Bank will work with the community to determine whether it would be appropriate to include other SRAs based upon Oportun's lending volume.

Exhibit A to this document contains maps of the Bank's proposed Assessment Area and SRAs. Exhibit B contains SRA income and housing statistics.

III. Assessment Area Demographics[10]

A. Population and Income

The Assessment Area's 2018 population was 4,729,484, of which 12% live in low-income census tracts and 21% live in moderate-income census tracts. The tables below show the delineation of incomes by county, as well as census tract by income level within the MSA.

Low, Moderate, Middle, and Upper Incomes by County					
County	**2019 FFIEC Est MSA/MD and non-MSA/MD Median Family Income ("MFI")**	**Low Income** **<50% of MFI or below**	**Moderate Income** **50% to 80% of MFI**	**Middle Income** **80% to 120% of MFI**	**Upper Income** **>120% of MFI or above**
Alameda	$111,700	$0 - $55,849	$55,850 - $89,359	$89,360 - $134,039	$134,040
Contra Costa	$111,700	$0 - $55,849	$55,850 - $89,359	$89,360 - $134,039	$134,040
San Francisco	$133,800	$0 - $66,899	$66,900 - $107,039	$107,040 - $160,559	$160,560
San Mateo	$133,800	$0 - $66,899	$66,900 - $107,039	$107,040 - $160,559	$160,560
Marin	$155,000	$0 - $75,549	$75,550 - $120,799	$120,780 - $181,199	$181,200

[10] Unless otherwise noted, data obtained through the FFIEC Online Census Data System. Link: https://www.ffiec.gov/census/default.aspx

SFMSA number of tracts by income						
County	**Low Income**	**Moderate Income**	**Middle Income**	**Upper Income**	**Unknown Tracts**	**Total No. of Tracts**
Alameda	52	84	108	114	3	361
Contra Costa	23	50	58	76	1	208
San Francisco	30	39	55	64	9	197
San Mateo	8	25	55	68	2	158
Marin	3	10	24	17	2	56
Totals	**116**	**208**	**300**	**339**	**17**	**980**
% of Total	**12%**	**21%**	**31%**	**35%**	**2%**	**100%**

According to 2018 United States Census Bureau data, the median income per household in the state of California is $75,277 annually, with a mean of $107,308 per household. The mean income per household of Berkeley City is $131,579, Oakland City is $114,714, and San Francisco City is $166,893. The percentage of household income below the mean is approximately 57% in Berkeley City, 59% in Oakland City, and 60% in San Francisco City.[11]

	State of California (Estimate)	**Berkeley** (Estimate)	**Oakland** (Estimate)	**San Francisco City** (Estimate)
Total household	**13,072,122**	**43,806**	**165,590**	**362,827**
Less than $10,000	5.1%	7.6%	6.3%	5.3%
$10,000 to $14,999	3.9%	5.0%	5.1%	4.3%
$15,000 to $24,999	7.5%	6.3%	7.9%	6.0%
$25,000 to $34,999	7.2%	6.9%	5.9%	4.9%

[11] United States Census Bureau, "Income in the past 12 months (in 2018 inflation adjusted dollars." Link: https://data.census.gov/cedsci/table?q=income&g=0400000US06_1600000US0606000,0653000,0667000&tid=ACSST1Y2018.S1901&hidePreview=false

	State of California (Estimate)	**Berkeley** (Estimate)	**Oakland** (Estimate)	**San Francisco City** (Estimate)
$35,000 to $49,999	10.4%	8.5%	9.6%	6.3%
$50,000 to $74,999	15.6%	13.3%	14.3%	10.1%
$75,000 to $99,999	12.3%	9.3%	10.3%	8.8%
$100,000 to $149,999	16.6%	13.4%	15.6%	14.2%
$150,000 to $199,999	8.9%	9.0%	9.6%	11.5%
$200,000 or more	12.4%	20.7%	15.3%	28.5%

B. Employment

Before the COVID-19 crisis, California experienced 118 consecutive months of economic growth and rapid job creation.[12] Since the beginning of 2010, California's employment base had grown by 18% from 16 million employed individuals to roughly 19 million.[13] The state gained 3.2 million jobs since 2010 and accounted for 15% of the country's gains during that period.[14] California's unemployment rate in March 2020 was 5.5%, up from 4.2% in March 2019.

The pandemic has affected nearly every sector in California's economy, effectively halting its job growth and resulting in record unemployment. Approximately 20% of California residents employed in February were unemployed in May, and the unemployment rate rose to a record high of 16.4%, with over 3 million California residents unemployed.[15] Recent trends, however,

[12] Governor of the State of California, "Budget Summary for 2020 - 2021." Link: lhttp://www.ebudget.ca.gov/2020-21/pdf/Revised/BudgetSummary/GovernorsMessage.pdf
[13] Department of Numbers, "California Job Growth." Link: https://www.deptofnumbers.com/employment/california/
[14] VCStar, "California's 113-month job growth ties record set in 1960s." Link: https://www.vcstar.com/story/money/business/2019/08/18/californias-113-month-job-growth-ties-record-set-1960-s/2035501001/
[15] Governor of the State of California, "California State Budget 2020-21." Link: http://www.ebudget.ca.gov/2020-21/pdf/Enacted/BudgetSummary/FullBudgetSummary.pdf

signal modest, positive job growth; over 558,200 non-farm jobs were added in June, and July's unemployment rate was 13.3%, which is a 3.1% decrease from May's level.[16]

Within the proposed Assessment Area, the economic outlook follows the state-wide trends discussed above. From January to July 2020, the unemployment rates in San Francisco County and San Mateo County (collectively the San Francisco-Redwood City-South San Francisco MSA) increased from 2.3% to 10.9% and from 2.1% to 9.2%, respectively.[17]

The Assessment Area's high-tech hub, high education levels, and entrepreneurial culture helped drive job growth before the pandemic, and are propelling job recovery, with information technology and professional services as the key drivers.[18] Recently, as a result of the COVID-19 crisis, the trade, transportation, and utilities sectors have also experienced job gains, while the leisure and hospitality sectors have experienced the largest job losses.[19]

C. Housing

As of 2019, home ownership rates in the SFMSA were at a seven-year low, with only 51.6% of residents owning their home. This is a marked decrease from 2018, when home ownership was at 56.4%. The decrease in home ownership (which trends lower than the national average) comes as housing prices remain high across the region.

Despite a slight decrease in prices, Bay Area home prices remain out of reach for many buyers. In May 2019, the median sales price in San Mateo County was $1.58 million and $1.53 million, $1.27 million and $912,500 in San Francisco, Santa Clara County and Alameda County, respectively. As a result of high prices, the number of renters has increased, even for those earning high salaries. In 2019, the number of renters in San Jose and San Francisco making $150,000 or more had tripled since 2007.

The Bank's proposed Assessment Area includes more than 1.8 million housing units across 980 census tracts. Of the total housing units, 43% are renter-occupied and 52% are owner-occupied.

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[16] Employment Development Department, "California unemployment improves to 14.9 percent in June." Link: https://edd.ca.gov/Newsroom/unemployment-july-2020.htm

[17] Employment Development Department, "LMI for San Francisco-Redwood City,-South San Francisco MD, California." Link: https://www.labormarketinfo.edd.ca.gov/geography/md/san-francisco-redwood-city-south-san-francisco.html

[18] Bay Area Council Economic Institute, "Bay Area Job Watch." Link: http://www.bayareaeconomy.org/bay-area-job-watch-36/

[19] Employment Development Department, "San Francisco-Redwood City-South San Francisco Metropolitan Division (San Francisco and San Mateo Counties) Government adds 6,100 jobs over the month." Link: https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sanf$pds.pdf

SFMSA Housing Characteristics	
Total HU (Housing Units)	1,842,565 (100%)
Owner Occupied HU	951,265 (51.6%)
Renter Occupied HU	785,190 (42.6%)
Vacant HU	106,110 (5.8%)
Median Home Value	$917,418
Average Home Value	$1,037,008

IV. CDFI Activities

As noted above, Oportun, Inc. has been certified by the U.S. Department of the Treasury as a CDFI since 2009. This designation reflects Oportun's mission-based approach to promoting community development in low-income communities. The CDFI activities of the Bank and Oportun, Inc. will be reflected in the Bank's strategic plan.

V. Performance Context

A. The Bank's Business Model

The Bank's business model will be closely correlated to the fundamental principles of the CRA. The Bank will serve the communities from which it expects to draw deposits, including the SRAs, by providing inclusive, affordable, and responsible products to LMI individuals with little or no credit history.

The Bank's business model does not include offering residential mortgages or small business loans. However, the Bank's loan products will help its customers build credit histories and position themselves to obtain mainstream financial services, including these products, in the future. The Bank's loans will also help address borrower housing needs and support their small business efforts. Anecdotal reports from Oportun's current customers indicate that the Bank's loans may allow borrowers to buy products necessary to augment their income (such as a car for a gig economy worker), pay rent, or put down residential security deposits. Moreover, the Bank's CDFI investments and charitable contributions discussed below may also include efforts to support affordable housing and small business initiatives in LMI communities served by the Bank.

B. Lending Capacity

The Bank's proposed business plan envisions the Bank being well-capitalized at inception and profitable during its de novo period and absorbing Oportun's existing customer base and product suite. Thus, the Bank will have immediate capacity to book CRA-responsive loans and qualifying investments.

C. Competitive Environment

The Bank will operate in a competitive environment. The FDIC Summary of Deposit Data as of June 30, 2020 shows that there were 1,023 branch offices of 75 FDIC-insured institutions in the Bank's proposed Assessment Area and 9,667 branch offices of 529 FDIC-insured institutions in the Bank's proposed SRAs.[20]

With respect to community development activities, many of the financial institutions with which the Bank will compete have long track records of support for economic development in the Bank's Assessment Area and SRAs. In pursuing its CRA program, the Bank will compete in a mature community development marketplace.

The Bank will offer loans and gather its deposits from across the country, where there is a continuing and pervasive need for high quality financial products and services particularly in LMI communities. As noted above, there are approximately 100 million adults with little or no credit history. According to the FDIC, approximately 5.4% of U.S. households (7.1 million), do not have a checking or savings account ("unbanked"). An additional 15.0% of U.S. households have a bank account but also obtain financial products or services outside of the banking system ("underbanked"). Unbanked and underbanked households frequently rely on alternative financial services, including money orders, check cashing, international remittances, payday loans, refund anticipation loans, rent-to-own services, pawn shop loans, and auto title loans.[21]

VI. Strategic Plan Overview

The Bank expects to be a Large Bank for CRA compliance purposes with assets in excess of $2.5 billion dollars and proposes to be assessed on the basis of a formal strategic plan. Although the strategic plan will include specific, measurable goals necessary to achieve Satisfactory or Outstanding performance ratings, Bank management intends to administer its CRA program with an objective of achieving a performance rating of "Outstanding" because the overall business strategy of the Bank is so closely aligned with the objectives of the CRA. The Bank expects to adopt a strategy to meet its CRA obligations through direct lending, qualified investment and community development services. During the de novo period, the Bank

[20] Federal Deposit Insurance Corporation, "Bank Financial Report." Link: https://www.fdic.gov/regulations/resources/call/sod.html

[21] Federal Deposit Insurance Corporation, "How America Banks: Household Use of Banking and Financial Services (2019 FDIC Survey)." Link: https://www.fdic.gov/analysis/household-survey/2019report.pdf

proposes to be evaluated pursuant to the strategic plan that it will finalize prior to submission of its charter application.

In developing its approach to CRA, the Organizers have drawn on Oportun's extensive experience in lending to LMI individuals and communities, including those within the Bank's proposed Assessment Area and SRAs. On the basis of this experience, the Organizers have identified the following potential activities to meet its CRA performance goals. The Bank will continue to develop its approach to CRA through additional community outreach and will update its post-launch planning and activities on the basis of these outreach activities as appropriate.

A. Lending Activities

The Organizers have identified three customer needs as presenting the most compelling opportunities for the Bank and the individuals and communities it will serve. As depicted in Table 1, the Bank will offer credit cards, unsecured consumer loans, and auto loans that align with those needs.

Table 1: Oportun Bank Customer Needs and Product Alignment

Need	Bank Product	Alignment
Occasional mid-sized borrowing need	Unsecured Personal Installment Loan	• Will help borrowers make planned large purchases or cope with unplanned hardships • Manageable credit amounts, flexible repayment terms, and affordable pricing • Available at a fraction of the cost of alternatives typically available to borrowers with little or no credit history
Occasional higher borrowing need	Secured Auto Installment Loan and Auto Refinance Loans	• Will help consumers borrow larger amounts for which they cannot qualify on an unsecured basis • Will help borrowers who qualify for larger unsecured personal loans but seek lower APRs or longer repayment terms • Will help borrowers refinance higher priced auto loans and take out cash

Need	Bank Product	Alignment
Everyday small- to mid-sized borrowing need	Credit Card	• Will provide Bank customers the ability to finance small purchases as the need arises • Revolving credit will give borrowers flexibility in repayment needed as income and expenses fluctuate • Reasonable interest rates and credit lines generally lower than unsecured personal loan amounts to keep payments and debt levels manageable • Low fees and manageable minimum payments

The Organizers anticipate that the Bank will offer its products on the terms shown in Table 2 during the de novo period.

Table 2: Oportun Bank Lending Product Terms

Product	Product Terms
Unsecured Personal Loan	• Loan amount: $300 to $10,000 • APR: capped at 36% • Loan term: 6 to 51 months
Credit Card	• Initial credit line: $300 to $3,000 • APR: 24.9% to 29.9% indexed to prime (capped at 36%) • Loan term: Revolving • Annual fee: $0 to $69 • Cash advance fee: the higher of $10 or 3% • Minimum payment: the lesser of $25 or 5% of the account balance
Auto Loan Refinancing	• Loan amount: $5,000 to $35,000 • APR: capped at 24.9% • Loan term: 24 to 72 months
Personal Installment Loans Secured by Autos	• Loan amount: $2,525 to $20,000 • APR: capped at 35.9% • Loan terms: 18 to 60 months

Through its omnichannel capabilities, the Bank will serve its loan customers how, where, and when they want to be served, through mobile or online access, over the phone, or at convenient non-branch locations in LMI communities. All services and loan documentation will be available through these channels in both English and Spanish, delivered by staff who understands the Bank's customers and their needs. As noted above, the Bank will also enhance its customers' opportunities for financial resiliency and success by embedding credit education into the loan process.

B. Qualified Investments and Community Development Activities

The Bank will continue Oportun's practice of supporting the communities it serves through meaningful qualified investments and other community development activities that are highly complementary to the Company's mission and core business.

Since 2016, Oportun, Inc. has given at least 1% of its pre-tax income – totaling over $2.3 million – through charitable contributions to nonprofit organizations and schools, infusing a portion of earnings back into the communities that it serves. Oportun's charitable contributions program focuses on the following areas:

- Improving financial capability;
- Expanding access to educational opportunities for youth; and
- Strengthening local communities.

Across each of these three focus areas, Oportun prioritizes organizations that serve LMI communities and people of color; the vast majority of our historic giving falls into one or both of those groups.

Moreover, the Bank will continue Oportun's provision of free bilingual financial coaching and other resources and services through its partnership with an independent nonprofit partner.

In addition, through its partnership with the nonprofit Opportunity Finance Network (OFN), Oportun has provided approximately $1 million in low interest loan funds to CDFIs that share Oportun's mission of serving underserved LMI communities but are struggling to gain access to low-cost capital to support their activities. The Bank will continue to support CDFIs and will endeavor to increase its support as its national presence evolves.

Finally, the Bank's CEO and CRA Officer will identify Bank employees in the Bank's Assessment Area and SRAs who will engage in community outreach to identify meaningful community development opportunities and provide needed community development services. This is supported by Oportun's longstanding commitment of encouraging employees to dedicate 1% of their time to support qualified nonprofits in their communities through a paid volunteer time off program.

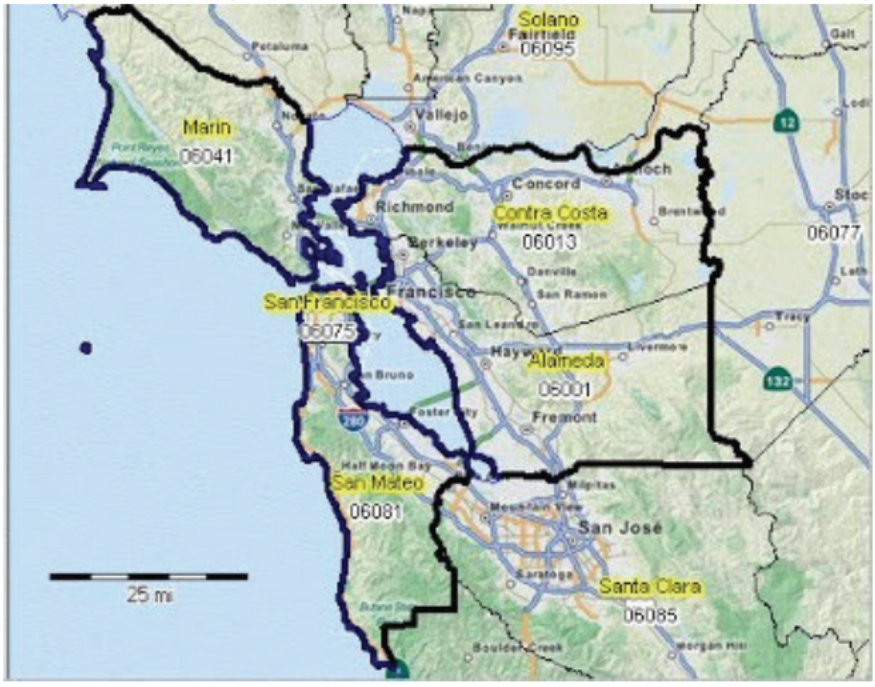
The Bank's CRA program will further be supported by Oportun's internal experts in consumer loan products and consumer credit to ensure that the Bank's products and services remain aligned with the objectives of the CRA. If the Bank identifies a product, service or practice that appears to conflict with its values and/or the objectives of the CRA, the Bank will immediately investigate and make any appropriate changes to ensure that its commitment to LMI individuals and communities remains strong.

C. Strategic Plan Development and Submission

Once conditionally approved, the Bank will conduct additional community outreach and research to refine its planned activities and establish measurable performance goals for an "Outstanding" rating. The Bank will then prepare a draft strategic plan for regulatory review and incorporate any regulatory feedback on the draft plan. The Bank will then solicit formal public comment on the proposed strategic plan by publishing notice in at least one newspaper of general circulation in the Bank's Assessment Area. The Bank will amend its strategic plan to incorporate the public comments as appropriate and submit a final strategic plan for regulatory review and approval.

Exhibit A: Maps of Assessment Area and SRAs[22]

San Francisco-Oakland-Berkeley, CA Metropolitan Statistical Area (CBSA 41860)

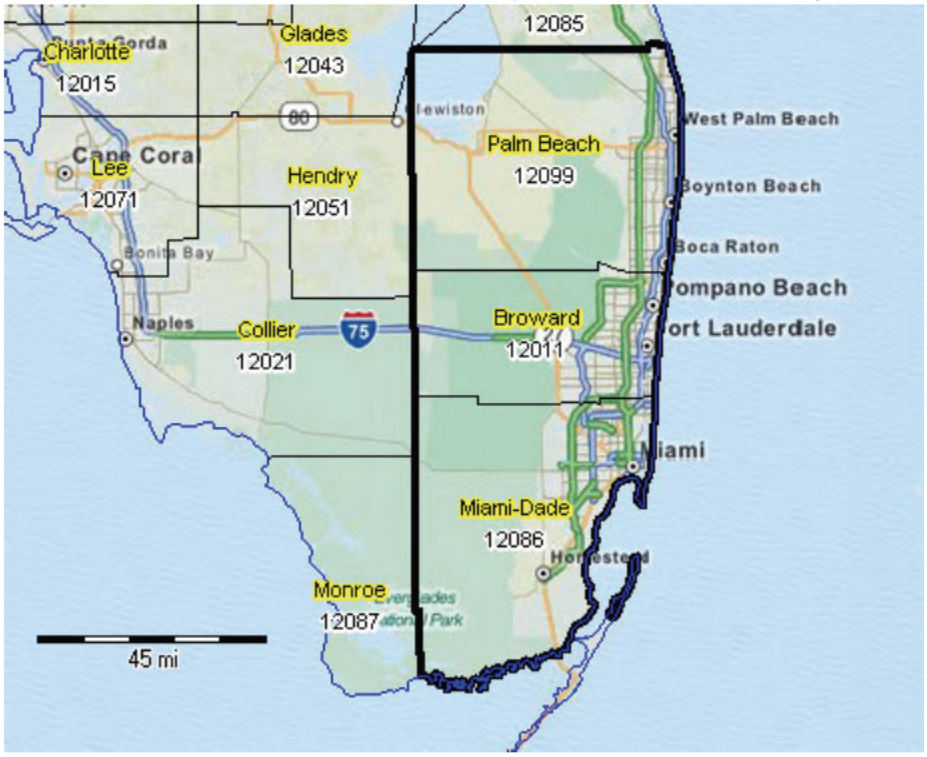


Los Angeles-Long Beach-Anaheim, CA Metropolitan Statistical Area (CBSA 31080)

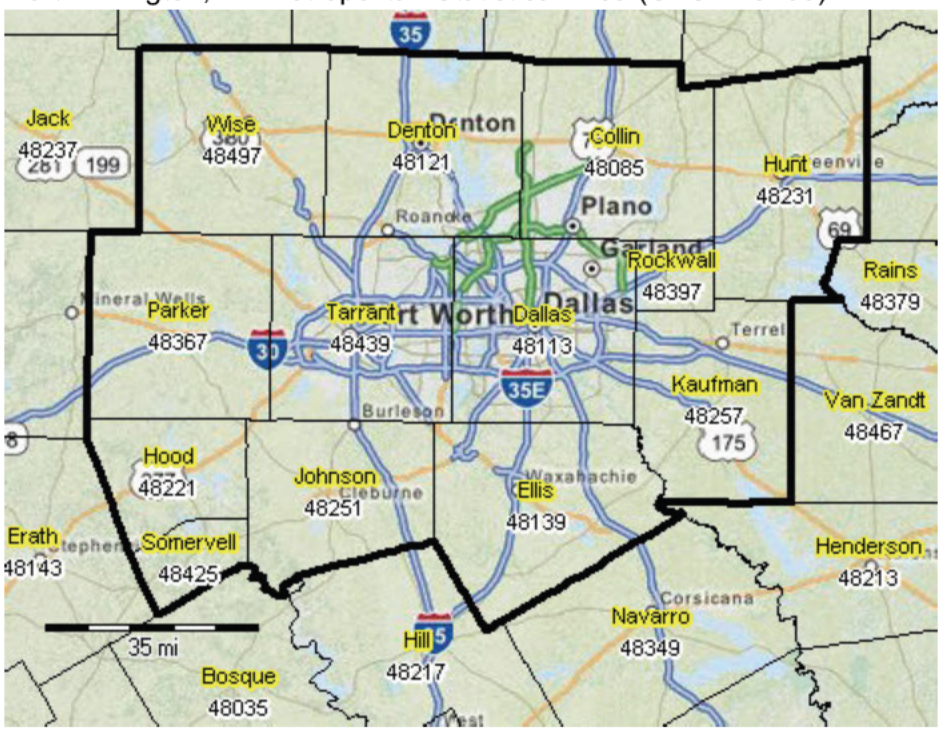
[22] Maps taken from Proximity one, a GIS and mapping resources firm. Link: http://proximityone.com/

Houston-The Woodlands-Sugar Land, TX Metropolitan Statistical Area (CBSA 26420)

Miami-Fort Lauderdale-West Palm Beach, FL Metropolitan Statistical Area (CBSA 33100)



Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area (CBSA 19100)



Chicago-Naperville-Elgin, IL-IN-WI Metropolitan Statistical Area (CBSA 16980)

Bakersfield, CA Metropolitan Statistical Area (CBSA 12540)

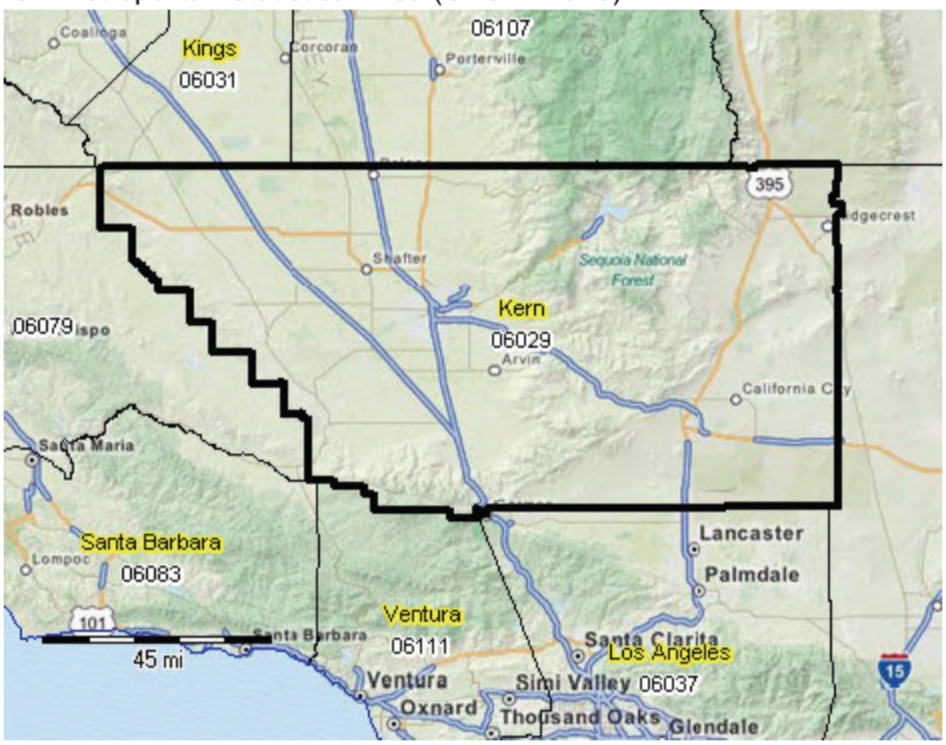


Exhibit B: SRA Income and Housing Statistics

1. Los Angeles-Long Beach-Santa Ana, CA MSA

Low, Moderate, Middle, and Upper Incomes by County					
County	**2020 FFIEC Est MSA/MD and non-MSA/MD Median Family Income ("MFI")**	**Low Income** **<50% of MFI or below**	**Moderate Income** **50% to 80% of MFI**	**Middle Income** **80% to 120% of MFI**	**Upper Income** **>120% of MFI or above**
Orange	$159,300	$0 - $79,649	$79,650 - $127,439	$127,440 - $191,159	$191,160
Los Angeles	$77,300	$0 - $38,649	$38,650 - $61,839	$61,840 - $92,759	$92,760

Los Angeles-Long Beach-Anaheim, number of tracts by income						
County	**Low Income**	**Moderate Income**	**Middle Income**	**Upper Income**	**Unknown Tracts**	**Total No. of Tracts**
Orange	45	147	177	211	1	581
Los Angeles	221	674	583	817	2	2,297
Totals:	**266**	**821**	**760**	**1,028**	**3**	**2,878**
% of Total	**9%**	**29%**	**26%**	**36%**	**0.001%**	**100%**

Los Angeles-Long Beach-Anaheim Housing Data					
County	**Total # of Housing Units**	**Total # of 1 to 4 Family Units**	**% of Owner Occupied 1-4 Family Units**	**% of Owner Occupied Units**	**% of Vacant Units**
Orange	1,064,642	793,887	70%	54%	5%
Los Angeles	3,476,718	2,287,611	61%	43%	6%

2. Houston-Sugar Land-Baytown, TX MSA

Low, Moderate, Middle, and Upper Incomes by County					
County	**2020 FFIEC Est MSA/MD and non-MSA/MD Median Family Income ("MFI")**	**Low Income** **<50% of MFI or below**	**Moderate Income** **50% to 80% of MFI**	**Middle Income** **80% to 120% of MFI**	**Upper Income** **>120% of MFI or above**
Austin	$80,000	$0 - 39,999	$40,000 - $63,999	$64,000 - $95,999	$96,000
Brazoria	$80,000	$0 - 39,999	$40,000 - $63,999	$64,000 - $95,999	$96,000
Chambers	$80,000	$0 - 39,999	$40,000 - $63,999	$64,000 - $95,999	$96,000
Fort Bend	$80,000	$0 - 39,999	$40,000 - $63,999	$64,000 - $95,999	$96,000
Galveston	$80,000	$0 - 39,999	$40,000 - $63,999	$64,000 - $95,999	$96,000
Harris	$80,000	$0 - 39,999	$40,000 - $63,999	$64,000 - $95,999	$96,000
Liberty	$80,000	$0 - 39,999	$40,000 - $63,999	$64,000 - $95,999	$96,000
Montgomery	$80,000	$0 - 39,999	$40,000 - $63,999	$64,000 - $95,999	$96,000
Waller	$80,000	$0 - 39,999	$40,000 - $63,999	$64,000 - $95,999	$96,000

Houston-The Woodlands-Sugar Land, number of tracts by income						
County	**Low Income**	**Moderate Income**	**Middle Income**	**Upper Income**	**Unknown Tracts**	**Total No. of Tracts**
Austin	0	0	6	1	0	7
Brazoria	1	7	29	13	1	51
Chambers	0	2	1	2	2	7
Fort Bend	2	9	26	38	1	76
Galveston	6	23	17	20	1	67
Harris	147	250	167	216	5	785
Liberty	1	5	8	0	0	14
Montgomery	2	13	19	25	0	59
Waller	0	2	2	1	1	6
Totals:	**159**	**309**	**273**	**315**	**10**	**1,006**
% of Total	**15%**	**29%**	**26%**	**30%**	**1%**	**100%**

Houston-The Woodlands-Sugar Land Housing Data					
County	**Total # of Housing Units**	**Total # of 1 to 4 Family Units**	**% of Owner Occupied 1-4 Family Units**	**% of Owner Occupied Units**	**% of Vacant Units**
Austin	25,956	25,140	64%	63%	15%
Brazoria	124,547	106,447	76%	65%	10%
Chambers	14,139	13,635	77%	74%	8%
Fort Bend	216,616	196,214	83%	75%	5%
Galveston	138,023	115,026	66%	55%	18%
Harris	1,660,235	1,134,307	71%	50%	10%
Liberty	29,363	28,073	68%	65%	14%
Montgomery	190,571	165,072	75%	65%	9%
Waller	16,035	15,105	64%	60%	13%

3. Miami-Dade-Fort Lauderdale-West Palm Beach, MSA

Low, Moderate, Middle, and Upper Incomes by County					
County	**2020 FFIEC Est MSA/MD and non-MSA/MD Median Family Income ("MFI")**	**Low Income <50% of MFI or below**	**Moderate Income 50% to 80% of MFI**	**Middle Income 80% to 120% of MFI**	**Upper Income >120% of MFI or above**
Miami-Dade	$59,100	$0 - $29,549	$29,550 - $47,279	$47,280 - $70,919	$70,920
Broward	$74,800	$0 - $37,399	$37,400 - $59,839	$59,840 - $89,759	$89,760
Palm Beach	$79,100	$0 - $39,549	$39,550 - $63,279	$63,280 - $94,919	$94,920

Miami-Dade-Fort Lauderdale-West Palm Beach, number of tracts by income						
County	**Low Income**	**Moderate Income**	**Middle Income**	**Upper Income**	**Unknown Tracts**	**Total No. of Tracts**
Miami-Dade	30	144	150	177	18	519
Broward	20	106	117	117	2	362
Palm Beach	26	94	92	115	11	338
Totals:	**76**	**344**	**359**	**409**	**31**	**1219**
% of Total:	**6%**	**28%**	**29%**	**34%**	**3%**	**100%**

Miami-Dade-Fort Lauderdale-West Palm Beach Housing Data					
County	**Total # of Housing Units**	**Total # of 1 to 4 Family Units**	**% of Owner Occupied 1-4 Family Units**	**% of Owner Occupied Units**	**% of Vacant Units**
Miami-Dade	998,833	573,871	63%	45%	16%
Broward	814,454	483,008	70%	52%	18%
Palm Beach	671,317	463,583	69%	55%	20%

4. Dallas-Fort Worth-Arlington MSA

Low, Moderate, Middle, and Upper Incomes by County					
County	**2020 FFIEC Est MSA/MD and non-MSA/MD Median Family Income ("MFI")**	**Low Income <50% of MFI or below**	**Moderate Income 50% to 80% of MFI**	**Middle Income 80% to 120% of MFI**	**Upper Income >120% of MFI or above**
Collin	$86,200	$0 - $43,099	$43,100 - $68,959	$68,960 - $103,439	$103,440
Dallas	$86,200	$0 - $43,099	$43,100 - $68,959	$68,960 - $103,439	$103,440
Denton	$86,200	$0 - $43,099	$43,100 - $68,959	$68,960 - $103,439	$103,440
Ellis	$86,200	$0 - $43,099	$43,100 - $68,959	$68,960 - $103,439	$103,440
Hunt	$86,200	$0 - $43,099	$43,100 - $68,959	$68,960 - $103,439	$103,440
Kaufman	$86,200	$0 - $43,099	$43,100 - $68,959	$68,960 - $103,439	$103,440
Rockwall	$86,200	$0 - $43,099	$43,100 - $68,959	$68,960 - $103,439	$103,440
Johnson	$81.100	$0 - $40,549	$40,550 - $64,879	$64,880 - $97,319	$97,320
Parker	$81.100	$0 - $40,549	$40,550 - $64,879	$64,880 - $97,319	$97,320
Tarrant	$81.100	$0 - $40,549	$40,550 - $64,879	$64,880 - $97,319	$97,320
Wise	$81.100	$0 - $40,549	$40,550 - $64,879	$64,880 - $97,319	$97,320

Dallas-Fort Worth-Arlington, number of tracts by income						
County	**Low Income**	**Moderate Income**	**Middle Income**	**Upper Income**	**Unknown Tracts**	**Total No. of Tracts**
Collin	2	14	28	107	1	152
Dallas	107	187	110	120	3	527
Denton	6	17	51	63	0	137
Ellis	3	3	17	8	0	31
Hunt	3	7	9	0	0	19
Kaufman	0	7	9	2	0	18
Rockwall	0	0	5	6	0	11
Johnson	1	5	17	5	0	28
Parker	0	2	10	7	0	19
Tarrant	47	92	113	104	1	357
Wise	0	2	8	1	0	11
Totals:	**169**	**336**	**377**	**423**	**5**	**1,310**
% of Total:	**13%**	**26%**	**29%**	**32%**	**0.4%**	**100%**

EXHIBIT 3

Dallas-Fort Worth-Arlington Housing Data					
County	**Total # of Housing Units**	**Total # of 1 to 4 Family Units**	**% of Owner Occupied 1-4 Family Units**	**% of Owner Occupied Units**	**% of Vacant Units**
Collin	320,429	246,251	82%	63%	5%
Dallas	964,713	635,794	69%	47%	9%
Denton	273,765	211,274	78%	61%	6%
Ellis	56,353	52,192	73%	67%	7%
Hunt	36,836	32,638	66%	58%	16%
Kaufman	38,931	37,210	74%	70%	9%
Rockwall	30,038	27,898	81%	76%	5%
Johnson	58,451	55,637	71%	68%	8%
Parker	47,437	45,460	73%	70%	9%
Tarrant	732,985	571,019	71%	56%	8%
Wise	23,917	23,314	70%	69%	12%

5. Chicago-Joliet-Naperville, IL-IN-WI MSA

Low, Moderate, Middle, and Upper Incomes by County					
County	**2020 FFIEC Est MSA/MD and non-MSA/MD Median Family Income ("MFI")**	**Low Income <50% of MFI or below**	**Moderate Income 50% to 80% of MFI**	**Middle Income 80% to 120% of MFI**	**Upper Income >120% of MFI or above**
Cook	$84,800	$0 - $42,439	$42,440 - $67,839	$67,840 - $101,759	$101,760
DeKalb	$92,900	$0 - $46,449	$46,450 - $73,599	$73,600 - $111,479	$111,480
DuPage	$84,800	$0 - $42,439	$42,440 - $67,839	$67,840 - $101,759	$101,760
Grundy	$84,800	$0 - $42,439	$42,440 - $67,839	$67,840 - $101,759	$101,760
Kankakee	$76,500	$0 - $38,249	$38,250 - $61,199	$61,200 - $91,799	$91,800
Kane	$92,900	$0 - $46,449	$46,450 - $73,599	$73,600 - $111,479	$111,480
Kendall	$92,900	$0 - $46,449	$46,450 - $73,599	$73,600 - $111,479	$111,480
McHenry	$84,800	$0 - $42,439	$42,440 - $67,839	$67,840 - $101,759	$101,760
Will	$84,800	$0 - $42,439	$42,440 - $67,839	$67,840 - $101,759	$101,760
Jasper	$65,800	$0 - $32,899	$32,900 - $52,639	$52,640 - $78,959	$78,960
Lake (IN)	$74,600	$0 - $37,299	$37,300 - $59,679	$59,680 - $89,519	$89,520
Newton	$74,600	$0 - $37,299	$37,300 - $59,679	$59,680 - $89,519	$89,520
Porter	$74,600	$0 - $37,299	$37,300 - $59,679	$59,680 - $89,519	$89,520
Lake (IL)	$103,400	$0 - $51,699	$51,700 - $82,719	$82,720 - $124,079	$124,080
Kenosha	$103,400	$0 - $51,699	$51,700 - $82,719	$82,720 - $124,079	$124,080

EXHIBIT 3

Chicago-Naperville-Joliet, number of tracts by income						
County	**Low Income**	**Moderate Income**	**Middle Income**	**Upper Income**	**Unknown Tracts**	**Total No. of Tracts**
Cook	253	381	317	355	7	1,313
DeKalb	2	5	13	0	1	21
DuPage	0	10	80	126	0	216
Grundy	0	0	8	2	0	10
Kankakee	6	5	11	7	0	29
Kane	4	29	27	22	0	82
Kendall	0	0	6	4	0	10
McHenry	0	3	24	25	0	52
Will	10	21	64	56	1	152
Jasper	0	0	3	1	0	4
Lake (IN)	25	29	37	26	1	118
Newton	0	1	4	0	0	5
Porter	0	1	14	15	3	33
Lake (IL)	12	30	46	63	3	154
Kenosha	6	14	15	0	1	36
Totals:	**318**	**529**	**669**	**702**	**17**	**2,235**
% of Total:	**14%**	**24%**	**30%**	**31%**	**0.007%**	**100%**

EXHIBIT 3

Chicago-Naperville-Joliet Housing Data					
County	**Total # of Housing Units**	**Total # of 1 to 4 Family Units**	**% of Owner Occupied 1-4 Family Units**	**% of Owner Occupied Units**	**% of Vacant Units**
Cook	2,176,549	1,462,406	64%	51%	11%
DeKalb	41,009	32,462	67%	53%	9%
DuPage	357,016	272,074	85%	70%	5%
Grundy	20,249	18,513	75%	68%	9%
Kankakee	45,184	40,967	69%	63%	10%
Kane	183,384	162,776	76%	69%	6%
Kendall	40,930	38,073	83%	78%	6%
McHenry	116,772	108,154	80%	76%	6%
Will	239,232	220,913	81%	76%	7%
Jasper	8,652	8,424	75%	74%	13%
Lake (IN)	209,868	182,461	68%	60%	13%
Newton	12,080	11,674	70%	67%	11%
Porter	66,786	59,990	79%	72%	7%
Lake (IL)	261,229	224,201	78%	69%	7%
Kenosha	69,510	58,906	69%	60%	10%

6. Bakersfield - Delano, CA MSA

Low, Moderate, Middle, and Upper Incomes by County					
County	**2020 FFIEC Est MSA/MD and non-MSA/MD Median Family Income ("MFI")**	**Low Income <50% of MFI or below**	**Moderate Income 50% to 80% of MFI**	**Middle Income 80% to 120% of MFI**	**Upper Income >120% of MFI or above**
Kern	$56,600	$0 - $28,299	$28,300 - $45,279	$45,280 - $67,919	$67,920

Bakersfield-Delano, number of tracts by income						
County	**Low Income**	**Moderate Income**	**Middle Income**	**Upper Income**	**Unknown Tracts**	**Total No. of Tracts**
Kern	14	40	44	48	5	151
Total	**14**	**40**	**44**	**48**	**5**	**151**
% of Total:	**9%**	**26%**	**29%**	**32%**	**3%**	**100%**

Bakersfield-Delano Housing Data					
County	**Total # of Housing Units**	**Total # of 1 to 4 Family Units**	**% of Owner Occupied 1-4 Family Units**	**% of Owner Occupied Units**	**% of Vacant Units**
Kern	289,529	262,528	56%	51%	10%

Exhibit 4

Oportun Retail Locations Open as of September 30, 2020

	Street	City	State / Province	Zip Code
1	1745 Story Rd	San Jose	California	95122
2	2705 S H St	Bakersfield	California	93304
3	3190 E Tulare St	Fresno	California	93702
4	640 E Boronda Rd	Salinas	California	93906
5	4940 Stockton Blvd	Sacramento	California	95820
6	2210 Northgate Blvd	Sacramento	California	95833
7	263 East 9th St	San Bernardino	California	92410
8	515 S Riverside Ave	Rialto	California	92376
9	315 San Fernando Mission Blvd	San Fernando	California	91340
10	820 Main St	Delano	California	93215
11	1536 Waterloo Rd	Stockton	California	95205
12	800 S Wayside Dr	Houston	Texas	77023
13	1603 Spencer Hwy	South Houston	Texas	77587
14	730 Long Beach Blvd	Long Beach	California	90813
15	16212 Foothill Blvd	Fontana	California	92335
16	8526 Van Nuys Blvd	Panorama City	California	91402
17	3460 Webb Chapel Ext	Dallas	Texas	75220
18	10401 Jensen	Houston	Texas	77093
19	1070 South White Rd	San Jose	California	95127
20	2001 S Garey Ave	Pomona	California	91766
21	2560 North Perris Blvd	Perris	California	92571
22	1477 Fruitvale Ave	Oakland	California	94601
23	3850 N Cedar Ave	Fresno	California	93726
24	12351 Mariposa Rd	Victorville	California	92395
25	3038 Mission St	San Francisco	California	94110
26	1015 S Main St	Santa Ana	California	92701
27	2024 W Pico Blvd	Los Angeles	California	90006
28	5716 Bellaire Blvd	Houston	Texas	77081
29	5644 Van Buren Blvd	Riverside	California	92503
30	2515 W Jefferson Blvd	Dallas	Texas	75211
31	316 Main St	Watsonville	California	95076
32	1111 Cherry Street	Tulare	California	93274
33	4200 S Freeway	Fort Worth	Texas	76115
34	3112 N Dinuba Blvd	Visalia	California	93291
35	1620 Crows Landing Rd	Modesto	California	95358
36	82266 Highway 111	Indio	California	92201
37	1355 Broadway, Suite E	Chula Vista	California	91911
38	2107 Solano Ave	Vallejo	California	94590
39	2701 Gage Ave	Huntington Park	California	90255

40	24899 Alessandro Blvd	Moreno Valley	California	92553
41	1950 Yosemite Pkwy	Merced	California	95341
42	31655 Date Palm Dr	Cathedral City	California	92234
43	5630 E Whittier Blvd	Commerce	California	90022
44	2401 Saviers Rd	Oxnard	California	93033
45	2100 Railroad Ave	Pittsburg	California	94565
46	351 E Olive Ave	Porterville	California	93257
47	3321 W Century Blvd	Inglewood	California	90303
48	3100 E Imperial Hwy	Lynwood	California	90262
49	3474 E Cesar E Chavez	East Los Angeles	California	90063
50	4461 Slauson Ave	Maywood	California	90270
51	34 West Court St	Woodland	California	95695
52	1811 Wirt Rd	Houston	Texas	77055
53	1848 S Euclid Ave	Ontario	California	91762
54	1217 South Anaheim St	Anaheim	California	92805
55	1858 N Durfee Ave	South El Monte	California	91733
56	5909 Niles St	Bakersfield	California	93306
57	2023 West 7th St	Los Angeles	California	90057
58	2959 South Buckner Blvd	Dallas	Texas	75227
59	19755 Vanowen St	Winnetka	California	91306
60	1636 Story Rd	San Jose	California	95122
61	4013 W 26th St	Chicago	Illinois	60623
62	5205 W Fullerton Ave	Chicago	Illinois	60639
63	230 N Harbor Blvd	Santa Ana	California	92703
64	330 Bellam Blvd	San Rafael	California	94901
65	9100 Whittier Blvd	Pico Rivera	California	90660
66	340 E 10th St	Gilroy	California	95020
67	12727 Sherman Way	North Hollywood	California	91605
68	5316 Airline Dr	Houston	Texas	77022
69	10531 S Carmenita Rd	Santa Fe Springs	California	90670
70	3007 Highland Ave	National City	California	91950
71	11660 E Firestone Blvd	Norwalk	California	90650
72	5702 E Firestone Blvd	South Gate	California	90280
73	1575 E Holt Ave	Pomona	California	91767
74	7000 S Alameda St	Huntington Park	California	90255
75	9710 Woodman Ave	Arleta	California	91331
76	944 E Slauson Ave	Los Angeles	California	90011
77	9751 Webb Chapel Rd	Dallas	Texas	75220
78	16721 Valley Blvd	Fontana	California	92335
79	517 E San Ysidro Blvd	San Diego	California	92173

80	1409 S Airport Way	Stockton	California	95206
81	1744 El Camino Real	Redwood City	California	94063
82	4817 E Butler Ave	Fresno	California	93727
83	2190 W Washington Blvd	Los Angeles	California	90018
84	2550 Gus Thomasson Rd	Dallas	Texas	75228
85	2668 Monterey Rd	San Jose	California	95111
86	14211 Coit Rd	Dallas	Texas	75254
87	20812 Hesperian Blvd	Hayward	California	94541
88	2400 Mission St	San Francisco	California	94110
89	2770 Valwood Pkwy	Farmers Branch	Texas	75234
90	2889 South Richey St	Houston	Texas	77017
91	6040 S Gessner Rd	Houston	Texas	77036
92	128 W Pacific Coast Hwy	Wilmington	California	90744
93	2696 E Vineyard Ave	Oxnard	California	93036
94	1823 E Palmdale Blvd	Palmdale	California	93550
95	570 S Mount Vernon Ave	San Bernardino	California	92410
96	1000 N Mountain Rd	Ontario	California	91762
97	11206 Airline Dr	Houston	Texas	77037
98	3221 W Lawrence Ave	Chicago	Illinois	60625
99	4450 W Jefferson Blvd	Dallas	Texas	75211
100	1647 W 47th St	Chicago	Illinois	60609
101	4404 S Pulaski Rd	Chicago	Illinois	60632
102	1517 Gessner Rd	Houston	Texas	77080
103	50249 Harrison St	Coachella	California	92236
104	4604 Franklin Blvd	Sacramento	California	95820
105	6100 N Figueroa St	Los Angeles	California	90042
106	624 Williams Rd	Salinas	California	93905
107	1801 W Avenue I	Lancaster	California	93534
108	9979 Beechnut St	Houston	Texas	77036
109	737 S Workman St	San Fernando	California	91340
110	1057 N Mount Vernon Ave	Colton	California	92324
111	4727 W Commerce St	San Antonio	Texas	78237
112	7584 Bellaire Blvd	Houston	Texas	77036
113	431 E 1st Street	Santa Ana	California	92701
114	620 S Cherokee Lane	Lodi	California	95240
115	201 Willow St	San Jose	California	95110
116	10823 Hawthorne Blvd	Lennox	California	90304
117	1410 E Yosemite Ave	Madera	California	93638
118	238 SW Miltary Dr	San Antonio	Texas	78221
119	241 NE 28th St	Fort Worth	Texas	76164

120	1814 E Charleston Blvd	Las Vegas	Nevada	89104
121	568A N Eastern Ave	Las Vegas	Nevada	89101
122	12177 Carson St	Hawaiian Gardens	California	90716
123	2466-D E Desert Inn Rd	Las Vegas	Nevada	89121
124	14601 Lakewood Blvd	Paramount	California	90723
125	5926 Santa Monica Blvd	Los Angeles	California	90038
126	1690 Story Rd	San Jose	California	95122
127	3315 S State St	South Salt Lake	Utah	84115
128	2433 E Tropicana Ave	Las Vegas	Nevada	89121
129	3476 Whittier Blvd	Los Angeles	California	90023
130	10915 East Freeway	Houston	Texas	77029
131	3300 S Decatur Blvd	Las Vegas	Nevada	89102
132	3420 West Illinois Ave	Dallas	Texas	75211
133	2227 Niles Pt	Bakersfield	California	93306
134	1259 S Union Ave	Los Angeles	California	90015
135	4215 Norwood Ave	Sacramento	California	95838
136	4413 Foothill Blvd	Oakland	California	94601
137	1700 N State St	Provo	Utah	84604
138	678 N Wilson Way	Stockton	California	95204
139	1420 High Street	Delano	California	93215
140	7071 Lawndale St	Houston	Texas	77023
141	8510 Painter Ave	Whittier	California	90602
142	3831 Martin Luther King Jr Blvd	Lynwood	California	90262
143	600 Bear Mountain Blvd	Arvin	California	93203
144	1909 E Park Row	Arlington	Texas	76010
145	1281 North Lake Ave	Pasadena	California	91104
146	2691 Monument Blvd	Concord	California	94520
147	199 Harder Rd	Hayward	California	94544
148	1500 E Florence Ave	Los Angeles	California	90001
149	20852 Mission Blvd	Hayward	California	94541
150	7550 Tampa Ave	Reseda	California	91335
151	425 E. Pioneer Pkwy	Grand Prairie	Texas	75051
152	3820 N Fry Road	Katy	Texas	77449
153	1130 W 6th St	Corona	California	92882
154	3341 Telephone Rd	Houston	Texas	77023
155	8840 Limonite Ave	Riverside	California	92509
156	2040 Glenoaks Blvd	San Fernando	California	91340
157	1355 E 4th St	Ontario	California	91764
158	10330 Arlington Ave	Riverside	California	92505
159	4369 S Central Ave	Los Angeles	California	90011

160	5150 S Huntington Dr	Los Angeles	California	90032
161	2530 W Temple St	Los Angeles	California	90026
162	275 S Atlantic Blvd	Los Angeles	California	90022
163	968 S Euclid	Anaheim	California	92802
164	3838 Peck Rd	El Monte	California	91732
165	2715 Boca Chica Blvd	Brownsville	Texas	78521
166	12630 Hawthorne Blvd	Hawthorne	California	90250
167	31930 Mission Trail	Lake Elsinore	California	92530
168	27 Clock Tower Plaza	Elgin	Illinois	60120
169	1601 Price Road	Brownsville	Texas	78521
170	2901 N 23rd St	McAllen	Texas	78501
171	215 W Main Ave	Alton	Texas	78573
172	5141 S Cicero Ave	Chicago	Illinois	60632
173	7225 S Figueroa St	Los Angeles	California	90003
174	12375 Central Ave	Chino	California	91710
175	1509 South Cage Blvd	Pharr	Texas	78577
176	5869 S Central Ave	Phoenix	Arizona	85040
177	301 East Expressway 83	Mission	Texas	78572
178	3621 N Closner	Edinburg	Texas	78541
179	3415 West Glendale Ave	Phoenix	Arizona	85051
180	8001 N Mesa St	El Paso	Texas	79932
181	1710 Zaragoza	El Paso	Texas	79936
182	10211 S. Avalon Blvd	Los Angeles	California	90003
183	115 S Americas Ave	El Paso	Texas	79907
184	9530 Viscount	El Paso	Texas	79925
185	5505 Montana Ave	El Paso	Texas	79903
186	9008 Dyer St	El Paso	Texas	79904
187	5127 W Indian School Road	Phoenix	Arizona	85031
188	500 N Zaragoza	El Paso	Texas	79907
189	8332 Sepulveda Blvd	North Hills	California	91343
190	8841-3 N 19th Ave	Phoenix	Arizona	85021
191	10750 North Loop	Socorro	Texas	79927
192	1118 E Southern Ave	Mesa	Arizona	85204
193	1653 W University Drive	Edinburg	Texas	78539
194	6746 W Camelback	Glendale	Arizona	85303
195	14 N Wolf	Northlake	Illinois	60164
196	2000 Lee Trevino Dr	El Paso	Texas	79936
197	9801 Laurel Canyon Blvd	Pacoima	California	91331
198	3606 Tweedy Blvd	South Gate	California	90280
199	805 Ed Carey	Harlingen	Texas	78550

200	2052 N Imperial Ave	El Centro	California	92243
201	1610 N 75th Ave	Phoenix	Arizona	85035
202	111 W FM 495	San Juan	Texas	78589
203	3386 S 6th Ave	Tucson	Arizona	85713
204	446 W Valencia Road	Tucson	Arizona	85706
205	4165 Beverly Blvd	Los Angeles	California	90004
206	2625 E Florence Ave	Huntington Park	California	90255
207	15226 Vanowen St	Van Nuys	California	91405
208	4410 E Riverside Drive	Austin	Texas	78741
209	3909 North Interstate Highway 35	Austin	Texas	78722
210	3025 North Broadway	Los Angeles	California	90031
211	1375 N Citrus Ave	Covina	California	91722
212	2009 W 1st St	Santa Ana	California	92703
213	2424 S Cicero Ave	Cicero	Illinois	60804
214	2448 South Vineyard Ave	Ontario	California	91761
215	5802 W Thomas Rd	Phoenix	Arizona	85033
216	7916 Norwalk Blvd	Whittier	California	90606
217	2419 E Saunders Street	Laredo	Texas	78043
218	2211 W. Camelback Road	Phoenix	Arizona	85015
219	2000 W Grand Ave	Waukegan	Illinois	60085
220	2100 W Cermak Rd	Chicago	Illinois	60608
221	1947 N Cicero Ave	Chicago	Illinois	60639
222	699 South Gaffey St	San Pedro	California	90731
223	1248 N Lake St, Unit 12	Aurora	Illinois	60506
224	10325 Lake June Rd	Dallas	Texas	75217
225	6129 Cermak Road	Cicero	Illinois	60804
226	3310 E. Main Street	Stockton	California	95205
227	5101 Avenue H	Rosenberg	Texas	77471
228	1120 East Parker Rd, Suite 200	Plano	Texas	75074
229	4978 Hwy 6 N	Houston	Texas	77084
230	711 Stony Point Road	Santa Rosa	California	95407
231	17854 Hesperian Blvd	San Lorenzo	California	94580
232	566 W Lake Street	Addison	Illinois	60101
233	4926 S Kedzie	Chicago	Illinois	60632
234	10855 SW 72nd Street	Miami	Florida	33173
235	15737 Downey Ave	Paramount	California	90723
236	870 E 41st Street	Hialeah	Florida	33013
237	8727 SW 24th Street	Miami	Florida	33165
238	8335 West Flagler St	Miami	Florida	33144
239	2337 N. Sierra Way	San Bernardino	California	92405

240	4410 West 16th Avenue	Hialeah	Florida	33012
241	4220 Ayers Street	Corpus Christi	Texas	78415
242	6528 NW 186th Street	Hialeah	Florida	33015
243	3709 West Flagler St	Miami	Florida	33134
244	2484 West 60th Street	Hialeah	Florida	33016
245	1625 Rio Bravo SW	Albuquerque	New Mexico	87105
246	25310 Madison Avenue Murrieta	Riverside	California	92562
247	13901 San Pablo Ave	San Pablo	California	94806
248	2003 Southern Blvd SE	Rio Rancho	New Mexico	87124
249	870 W El Monte Way	Dinuba	California	93618
250	1490 South 43rd Street	San Diego	California	92113
251	1212 N Beach Street	Fort Worth	Texas	76111
252	3220 N Main Street	Fort Worth	Texas	76106
253	14405 Bellaire Blvd	Houston	Texas	77083
254	13765 State Highway 249	Houston	Texas	77086
255	15720 SW 72nd Street	Miami	Florida	33193
256	6726 Bird Rd	Miami	Florida	33155
257	6711 Taft Street	Hollywood	Florida	33024
258	242 W. Mission Ave	Escondido	California	92025
259	7118 Eastern Avenue	Bell Gardens	California	90201
260	1210 N Long Beach Blvd	Compton	California	90221
261	2300 Imperial Ave	Calexico	California	92231
262	15555 Main St	Hesperia	California	92345
263	11324 Quail Roost Dr	Miami	Florida	33157
264	1206 E Dundee Rd	Palatine	Illinois	60074
265	11210 North Fwy	Houston	Texas	77037
266	2312 N Alexander Dr	Baytown	Texas	77520
267	1315 East 8th St	Odessa	Texas	79761
268	1800 Folsom St	San Francisco	California	94103
269	8752 Research Blvd	Austin	Texas	78758
270	6800 Berkman Dr	Austin	Texas	78723
271	2506 South Belt Line Rd	Grand Prairie	Texas	75052
272	3707 Bergenline Ave	Union City	New Jersey	7087
273	194 Smith Street	Perth Amboy	New Jersey	8861
274	128 Elmora Ave	Elizabeth	New Jersey	7202
275	3166 SE Military Dr	San Antonio	Texas	78223
276	700 Gray Ave	Yuba City	California	95991
277	14433 Ramona Blvd	Baldwin Park	California	91706
278	11711 West Bellfort Ave	Stafford	Texas	77477
279	5971 University Ave	San Diego	California	92115

280	5753 NW 7th St	Miami	Florida	33126
281	4020 S. Semoran Blvd	Orlando	Florida	32822
282	500 Rte 38	Cherry Hill	New Jersey	8002
283	2513 W Hillsborough	Tampa	Florida	33614
284	901 East 10th Avenue	Hialeah	Florida	33010
285	7045 W. Waters Ave	Tampa	Florida	33634
286	2613 Simpson Rd	Kissimmee	Florida	34744
287	7414 W Commercial Blvd	Lauderhill	Florida	33319
288	5264 West 34th St.	Houston	Texas	77092
289	10790 Macarthur Blvd	Oakland	California	94605
290	1201 W. Whittier Blvd.	Montebello	California	90640
291	7300 Atlantic Ave	Cudahy	California	90201
292	1710 S. Main Street	Santa Ana	California	92707
293	25065 Sunnymead Blvd	Moreno Valley	California	92553
294	3120 W. 26th St.	Chicago	Illinois	60623
295	4415 US-83	Laredo	Texas	78046
296	14620 Parthenia St	Panorama City	California	91402
297	5646 E. Whittier Blvd	Commerce	California	90022
298	5610 York Blvd	Los Angeles	California	90042
299	3130 E. Thomas Rd	Phoenix	Arizona	85016
300	1285 N. Hacienda Blvd	La Puente	California	91744
301	12891 Harbor Blvd	Garden Grove	California	92840
302	10721 Atlantic Ave	Lynwood	California	90262
303	151 S Hacienda Blvd	City of Industry	California	91745
304	830A S Military Trail	West Palm Beach	Florida	33415
305	10904 Scarsdale Blvd	Houston	Texas	77089
306	2040 Imperial Ave	San Diego	California	92102
307	11303 Veterans Memorial Dr	Houston	Texas	77067
308	7611 S Orange Blossom Trail	Orlando	Florida	32809
309	102a E Front Street	Plainfield	New Jersey	7060
310	10593 Ulmerton Rd	Largo	Florida	33771
311	3300 I-40 East	Amarillo	Texas	79103
312	112 North University	Lubbock	Texas	79415
313	3535 North Belt Line Rd	Irving	Texas	75062
314	3549 1st St E	Bradenton	Florida	34208
315	147 Ferry Street	Newark	New Jersey	7105
316	8875 N Florida Ave	Tampa	Florida	33604
317	3050 North Fry Rd	Katy	Texas	77449
318	6160 Hwy 6	Houston	Texas	77084
319	6352 103rd St	Jacksonville	Florida	32210

320	7013 Bergenline Avenue	North Bergen	New Jersey	7047
321	10771 Beach Blvd	Jacksonville	Florida	32246
322	258 Kearny Ave	Kearny	New Jersey	7032
323	5205-1 Normandy Blvd	Jacksonville	Florida	32205
324	582 Piceno Dr	San Luis	Arizona	85349
325	2020 S. Central Ave	Los Angeles	California	90011
326	1310 Homestead Rd	Lehigh Acres	Florida	33936
327	2224 South Chickasaw Trail	Orlando	Florida	32825
328	1844 SW 8th Street	Miami	Florida	33135
329	4042 Fiesta Plaza Blvd	Tampa	Florida	33607
330	3460 West Walnut St.	Garland	Texas	75042
331	3329 N. Milwaukee Ave	Chicago	Illinois	60641
332	831 N Hacienda Blvd	La Puente	California	91744
333	1320 W Francisquito Ave	West Covina	California	91790
334	10391 Magnolia Ave	Riverside	California	92505
335	1150 N East St	Anaheim	California	92805
336	15107 S Atlantic Ave	East Compton	California	90221
337	1410 S 43rd St	San Diego	California	92113
338	606 N Escondido Blvd	Escondido	California	92025
339	1950 Main St	San Diego	California	92113
340	5403 University Ave	San Diego	California	92105
341	929 S Euclid St	Anaheim	California	92802
342	2030 E Lincoln Ave	Anaheim	California	92806
343	1305 W. Whittier Blvd	La Habra	California	90631
344	6801 Atlantic Ave	Bell	California	90201
345	4700 Cherry Avenue	Long Beach	California	90807
346	10801 Prairie Ave	Inglewood	California	90303

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("**Sublease**"**)** is made and entered into as of the 31 day of July, 2017 by and between **TIVO CORPORATION** ("**TiVo**"), a Delaware corporation, successor by merger to ROVI Corporation, a Delaware corporation ("**Sublandlord"** or "**Tenant**"), and **OPORTUN, INC. (**"**Oportun**" or "**Subtenant**"), a Delaware corporation.

WHEREAS, GC NET LEASE/SAN CARLOS INVESTORS, LLC, as landlord ("**Landlord**"), and Tenant entered into a lease dated June 28, 2015 ("**Master Lease**"), whereby Landlord leased to Tenant the 103,948 RSF ("**Master Premises**") of the building located at Two Circle Star Way, San Carlos, California 90470 (the **"Building**"). as more particularly described in the Master Lease, upon the terms and conditions contained therein. All capitalized terms used herein shall have the same meaning ascribed to them in the Master Lease unless otherwise defined herein. A copy of the Master Lease is attached hereto as Exhibit A and made a part hereof.

WHEREAS, Tenant entered into a sublease dated October 12, 2015 ("**Existing Sublease**") with Upstart Holdings, Inc. ("**Upstart**") whereby Tenant subleased the entire second (2nd) floor of the Building **("2nd Floor Space")** to Upstart for a four (4) year term that will terminate on October 31, 2019 ("**Scheduled Termination Date**") unless terminated earlier pursuant to Section 2(b) of the Existing Sublease. A copy of the Existing Sublease is attached hereto as Exhibit B and made a part hereof.

WHEREAS, Sublandlord and Oportun are desirous of entering into a sublease of the entire Master Premises consisting of a stipulated 103,948 RSF, which consists of the entire Building (**"Sublease Premises"**) on the terms and conditions hereinafter set forth; provided that the Sublease Premises shall initially be comprised of the first, third and fourth floors of the Building only and shall be deemed to contain only 76,037 rentable square feet, but shall be expanded to include the 2nd Floor Space and be deemed to contain 103,948 rentable square feet from and after the Second Floor Commencement Date (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Demise. Sublandlord hereby subleases and demises to Subtenant and Subtenant hereby subleases from Sublandlord the Sublease Premises (which the parties stipulate contain 103,948 RSF), upon and subject to the terms, covenants and conditions hereinafter set forth.

2. Lease Term. The term of this Sublease ("**Term**") shall be for approximately ninety-eight (98) months, commencing on the later of January 1, 2018 or the date Landlord consents to this Sublease ("**Sublease Commencement Date**") and terminating on February 28, 2026 ("**Sublease Expiration Date**").

In the event Upstart shall exercise the Option to Terminate pursuant to the provisions set forth in the Existing Sublease, the Term of the Existing Sublease shall expire and come to an end as of the date set forth in Upstart's notice but not earlier than the third (3rd) anniversary of the Existing Sublease Commencement Date which is October 18, 2018 (hereinafter the date set forth in Upstart's notice and shall be referred to as the "**Early Termination Date**") as if that day was the date definitely fixed in the Existing Sublease for the termination of the Term of the Existing Sublease.

3. Option to Terminate the Existing Sublease. Pursuant to Section 2(b) of the attached Existing Sublease, Upstart and TiVo were each given the right to terminate the Existing Sublease. TiVo agrees that it will not exercise such right, except as requested in writing by Oportun, but Oportun understands that Upstart has such right.

4. The Existing Sublease. The Subtenant acknowledges and agrees that the Existing Sublease will remain in effect until October 31, 2019, or if earlier the date Upstart vacates the 2nd Floor Space after exercising its early termination right under Section 2 of the Existing Sublease ("**Ultimate Existing Sublease Termination Date**").

5. Obligation of Oportun regarding 2nd Floor Space. Oportun shall have no rights or obligations of any kind (including any base rental, additional rent, indemnification or maintenance obligations) with respect to the 2nd Floor Space until the later of: (i) October 31, 2019 (or if Upstart or TiVo [if requested by Oportun] validly executes its early termination right under the Existing Sublease, October 18, 2018), or (ii) the date the 2nd Floor Space is delivered to Subtenant in vacant and broom clean condition with all furniture and personal property removed and any damage to the premises repaired and with the HVAC system, electrical, plumbing and lighting contained therein in good working condition (such later date, the "**Second Floor Commencement Date**"), except that Oportun shall comply with the Exhibit D Rules and Regulations attached to the Master Lease as they apply to the Building, including the areas surrounding the 2nd Floor Space.

6. Special Obligations Rights and Exceptions to the 1st Floor Space. TiVo will use commercially reasonable efforts to deliver the Early Occupancy Space on the 1st Floor marked in green on Exhibits C ("**Early Occupancy Space**") to Oportun on or before November 1, 2017. Oportun will cause, at its sole cost and expense, the Early Occupancy Spaces to be separately demised in compliance with all Applicable Laws so that those using the Early Occupancy Space will not have access to the remainder of the 1st Floor Space except for code required ingress and egress. Additionally, TiVo will use commercially reasonable efforts to deliver to Oportun the space marked in yellow on Exhibit D ("**Office Space**") on or before January 1, 2018; provided, however, that to the extent the new premises which are being constructed in San Jose, California are not ready for TiVo to occupy on or before January 1, 2018, then solely to that extent TiVo may remain in such Office Space until January 15, 2018. Notwithstanding anything to the contrary contained in this Sublease, Oportun will have no obligation to pay Rent of any kind, which includes, without limit. Additional Rent such as Operating Expenses and Tax Expenses, for the Sublease Premises until the date TiVo completely vacates the entirely of the Sublease Premises and such Sublease Premises (with the exception of the 2nd Floor Space which shall be delivered in accordance with the other provisions of this Sublease) are delivered to Oportun in accordance with this Sublease.

7. Use. The Sublease Premises shall be used and occupied by Subtenant for the uses permitted under and in compliance with Article 5 of the Master Lease and Section 7 of the Summary of Basic Lease Information of the Master Lease and for no other purpose.

Exhibit 5

8. Subrental.

(a) Base Rental. Subject to the other provisions of this Sublease, including without limit Section 6, beginning with the Sublease Commencement Date and thereafter during the Term of this Sublease and ending on the Sublease Expiration Date, Subtenant shall pay to Sublandlord the following monthly installments of base rent ("**Base Rental**"):

Dates	RSF	Monthly Base Rent/RSF
January 1, 2018 (subject to the other provisions of this Sublease, including, without limit, Section 6 of this Sublease) through October 31, 2018	76,037	$3.55
November 1. 2018 through the day preceding the Second Floor Commencement Date	76,037	$3.66
Second Floor Commencement Date through October 31, 2020	103,904	$3.77
November 1, 2020 through October 31, 2021	103,904	$3.88
November 1, 2021 through October 31, 2022	103,904	$4.00
November 1, 2022 through October 31, 2023	103,904	$4.12
November 1, 2023 through October 31, 2024	103,904	$4.24
November 1, 2024 through October 31, 2025	103,904	$4.37
November 1, 2025 through February 28, 2026	103,904	$4.50

The first (1st) monthly installment of Base Rental shall be paid by Subtenant upon the execution of this Sublease. Base Rental and additional rent (including without limitation, late fees) shall hereinafter be collectively referred to as **"Rent**." Subtenant shall have the right to access and occupy the third (3rd) and fourth (4th) Floors of the Sublease Premises, and the portions of the first (1st) Floor of the Sublease Premises shown on Exhibit C attached hereto and made a part hereof without payment of Rent for the months of November and December, 2017 to set up its business operations, but regardless of any contrary provision of this Sublease the Sublease Commencement Date will occur on the date Subtenant commences business operations from the Premises.

(b) Prorations. If the Sublease Commencement Date is not the first (1st) day of a month, or if the Sublease Expiration Date is not the last day of a month, a prorated installment of monthly Base Rental based on **a** thirty (30) day month shall be paid for the fractional month during which the Term commenced or terminated.

(c) Additional Rent. Beginning with the Sublease Commencement Date and continuing to the Sublease Expiration Date, Subtenant shall pay to Sublandlord as additional rent for this subletting all special or after-hours cleaning, heating, ventilating, air-conditioning, elevator and other Building charges incurred at the request of, or on behalf of, Subtenant, or with respect to the Sublease Premises and all other Direct Expenses, costs and charges payable to Landlord for the Sublease Premises in connection with Subtenant's use of the Sublease Premises, in each case, excluding the 2nd Floor Space until the Second Floor Commencement Date.

(d) Alterations and Improvements. Subtenant may make Alterations to the Premises to the extent permitted by Article 8 of the Master Lease but Subtenant shall restore the Premises to its original condition (as it existed on the date this Sublease is executed) unless Sublandlord agrees in writing at the time it consents to the Alterations that no such restoration is required; provided, however, notwithstanding the foregoing, Oportun shall not be required to remove any interior improvements that exist in the Building on the date that Oportun is first given access to each portion of the Building.

(e) Payment of Rent. Except as otherwise specifically provided in this Sublease. Rent shall be payable in lawful money without demand, and without offset, counterclaim, or setoff in monthly installments, in advance, on the first day of each and every month during the Term of this Sublease; provided, however, that if and to the extent that any provision of the Master Lease affords Sublandlord the right to an abatement or reduction in rent payable thereunder as a consequence of an event or circumstance whether the fault of Landlord or not, in the event of any such event or circumstance which similarly affects the Subleased Premises, Sublessee will be entitled to a parallel abatement of Rent payable hereunder. All of said Rent is to be paid to Sublandlord at its office in the Building or at such other place or to such agent and at such place as Sublandlord may designate by notice to Subtenant. Any additional rent payable on account of items which are not payable monthly by Sublandlord to Landlord under the Master Lease is to be paid to Sublandlord as and when such items are payable by Sublandlord to Landlord under the Master Lease unless a different time for payment is elsewhere staled herein. Upon written request therefor, Sublandlord agrees to provide Subtenant with copies of any statements or invoices received by Sublandlord from Landlord pursuant to the terms of the Master Lease.

(f) Late Charge. Subtenant shall pay to Sublandlord an administrative charge at an annual interest rate equal to the prime rate charged by Bank of America. N.T. & S.A. plus two percent (2%) ("**Interest Rate**") on all past-due amounts of Rent payable hereunder, such charge to accrue from the date upon which such amount was due until paid.

9. Security Deposit. Concurrently with the execution of this Sublease, Subtenant shall deposit with Sublandlord the sum of One Million Four Hundred Seventy-Five Thousand Four Hundred Thirty-Six and 00/100 Dollars ($1,475,436.00) ("**Deposit**"). which shall be held by Sublandlord as security for the full and faithful performance by Subtenant of its covenants and obligations under this Sublease, provided that Sublandlord agrees to return the Deposit to Subtenant in exchange for a letter of credit in favor of Sublandlord in form approved by Sublandlord if Subtenant elects to provide such a letter of credit. The Deposit is not an advance Rent deposit, an advance payment of any other kind, or a measure of Sublandlord's damage in case of Subtenant's Default. If Subtenant Defaults in the full and timely performance of any or all of Subtenant's covenants and obligations set forth in this Sublease, then Sublandlord may, from time to time, without waiving any other remedy available to Sublandlord, use the Deposit, or any portion of it, to the extent necessary to cure or remedy the Default or to compensate Sublandlord for all or a part of the damages sustained by Sublandlord resulting from Subtenant's Default. Subtenant shall immediately pay to Sublandlord within five (5) days following demand, the amount so applied in order to restore the Deposit to its original amount, and Subtenant's failure to immediately do so shall constitute a Default under this Sublease. If Subtenant is not in Default with respect to the covenants and obligations set forth in this Sublease at the expiration or earlier termination of the Sublease. Sublandlord shall return the Deposit to Subtenant after the expiration or earlier termination of this Sublease. Sublandlord's obligations with respect to the Deposit are those of a debtor and not a trustee. Sublandlord shall not be required to maintain the Deposit separate and apart from Sublandlord's general or other funds and Sublandlord may commingle the Deposit with any of Sublandlord's general or other funds. Subtenant shall not at any time be entitled to interest on the Deposit.

10. Signage. Subtenant is granted the right to install any signage permitted pursuant to Article 23 of the Master Lease, including "Building Top Signage" as defined therein, an appropriate sign identifying Subtenant in the ground floor lobby and on the third (3rd) and fourth (4th) floors as well as the second (2nd) floor following the Second Floor Commencement Date, and on the Building monument signage and the Building directory if such directory exists, subject to Landlord's and Sublandlord's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Except for the foregoing. Subtenant shall have no right to maintain Subtenant identification signs in any other location in, on, or about the Premises. The size, design, color and other physical aspects of all such permitted signs shall also be subject to Landlord's and Sublandlord's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned and shall also be subject to any covenants, conditions or restrictions encumbering the Sublease Premises and any applicable municipal or other governmental permits and approvals. The cost of all such signs, including the installation, maintenance and removal thereof, shall be at Subtenant's sole cost and expense. If Subtenant fails to maintain its signs, or if Subtenant fails to remove same upon the expiration or earlier termination of this Sublease and repair any damage caused by such removal. Sublandlord may do so at Subtenant's expense and Subtenant shall reimburse Sublandlord for all actual costs incurred by Sublandlord to effect such removal.

11. Parking. Subtenant shall have the right, during the Term of this Sublease, to use up to one hundred percent (100%) (but only seventy-five percent (75%) until the Second Floor Commencement Date) of the parking privileges granted to Sublandlord as Tenant under the Master Lease (but only for unreserved parking) in the Project Parking Area as set forth in Article 28 of the Master Lease. All such parking privileges shall be at no charge but otherwise subject to the terms and conditions set forth in the Master Lease, and Subtenant shall reimburse Sublandlord, upon demand, for those amounts billed to Sublandlord by Landlord for said parking privileges to the extent permitted by Article 28 of the Master Lease.

12. Incorporation of Terms of Master Lease.

(a) This Sublease is subject and subordinate to the Master Lease. Subject to the modifications set forth in this Sublease, the terms of the Master Lease are incorporated herein by reference, and shall, as **between** Sublandlord and Subtenant (as if **they were** Landlord and Tenant, respectively, under the Master Lease) constitute the terms of this Sublease except to the extent that they are inapplicable to. inconsistent with, or modified by, the terms of this Sublease. In the event of any inconsistencies between the terms and provisions of the Master Lease and the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern. Subtenant acknowledges that it has reviewed the Master Lease and is familiar with the terms and conditions thereof.

(b) For the purposes of incorporation herein, the terms of the Master Lease are subject to the following additional modifications:

(i) In all provisions of the Master Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Sublease) requiring the approval or consent of Landlord, Subtenant shall be required to obtain the approval or consent of both Sublandlord and Landlord.

(ii) In all provisions of the Master Lease requiring Tenant to submit, exhibit to, supply or provide Landlord with evidence, certificates, or any other matter or thing. Subtenant shall be required to submit, exhibit to, supply or provide, as the case may be, the same to both Landlord and Sublandlord. In any such instance, Sublandlord shall determine if such evidence, certificate or other matter or thing shall be satisfactory.

(iii) Sublandlord shall have no obligation to restore or rebuild any portion of the Sublease Premises after any destruction or taking by eminent domain.

(c) The following provisions of the Master Lease are specifically excluded: Sections 1.4, 2.2, 4.6, 5.3, 6.5, 7.1, and 23, and Exhibit B and Exhibit F.

(d) Notwithstanding the foregoing, Subtenant may use seventy-five percent (75%) of the roof (to the extent such roof space is not needed to service the Building and such use does not interfere with Tenant's use of its Premises and/or its business operations) subject to the receipt of the Landlord's consent in accordance with the Master Lease as of the Sublease Commencement Date and one hundred percent (100%) of the same to such extent from and after the Second Floor Commencement Date.

13. Subtenant's Obligations. Subtenant covenants and agrees that all obligations of Sublandlord as Tenant under the Master Lease shall be done or performed by Subtenant with respect to the Sublease Premises, except as otherwise provided by this Sublease. Subtenant agrees to indemnify Sublandlord, and hold it harmless, from and against any and all claims, damages, losses, expenses and liabilities (including reasonable attorneys' fees) incurred as a result of the non-performance, non-observance or non-payment of any of Sublandlord's obligations under the Master Lease which, in accordance with the express terms of this Sublease, became an obligation of Subtenant. If Subtenant makes any payment to Sublandlord pursuant to this indemnity. Subtenant shall be subrogated to the rights of Sublandlord concerning said payment. Subtenant shall not do, nor permit to be done, any act or thing which is, or with notice or the passage of time would be, a Default under this Sublease or the Master Lease.

14. Sublandlord's Obligations. Sublandlord agrees that Subtenant shall be entitled to receive all services and repairs to be provided by Landlord to Sublandlord under the Master Lease. Subtenant shall look solely to Landlord for all such services and shall not, under any circumstances, seek nor require Sublandlord to perform any of such services, not shall Subtenant make any claim upon Sublandlord for any damages which may arise by reason of Landlord's Default under the Master Lease. Any condition resulting from a Default by Landlord shall not constitute as between Sublandlord and Subtenant an eviction, actual or constructive, of Subtenant and no such Default shall excuse Subtenant from the performance or observance of any of its obligations to be performed or observed under this Sublease, or entitle Subtenant to receive any reduction in or abatement of the Rent provided for in this Sublease. In furtherance of the foregoing, Subtenant does hereby waive any cause of action and any right to bring any action against

Sublandlord by reason of any act or omission of Landlord under the Master Lease. Sublandlord covenants and agrees with Subtenant that Sublandlord will pay all fixed rent and additional rent payable by Sublandlord pursuant to the Master Lease to the extent that failure to perform the same would adversely affect Subtenant's use or occupancy of the Sublease Premises. Notwithstanding anything in this Sublease to the contrary, in the event that Subtenant reasonably determines that Landlord is not fulfilling its maintenance and repair obligations under the Master Lease and that such failure affects Subtenant's permitted use of the Sublease Premises and notifies Sublandlord in writing thereof, then Sublandlord, at Subtenant's sole cost and expense, will use commercially reasonable efforts, with attorneys approved by and paid for by Subtenant, to have Landlord fulfill its obligations under the Master Lease. In addition, upon the written request of Subtenant, Sublandlord: (i) shall exercise its audit rights pursuant to Section 4.6 of the Master Lease in consultation with Subtenant at Subtenant's sole cost and expense, and (ii) shall exercise Sublandlord's right to terminate the Existing Sublease pursuant to Section 2(b) of the Existing Sublease at the direction of Subtenant, provided that Subtenant shall reimburse Sublandlord for the $20.21 per diem amount required to be paid to Upstart under the Existing Sublease for any number of days elapsing between October 12, 2018 and the Second Floor Commencement Date.

Sublandlord represents and warrants to Subtenant as follows: (i) the Master Lease attached hereto as **Exhibit A** constitutes the entire agreement between Landlord and Sublandlord relating to the lease of the Master Premises (except that certain economic terms have been redacted); (ii) no default or breach by Sublandlord or, to the best knowledge of Sublandlord, by Landlord exists under the Master Lease; (iii) no event has occurred that, with the passage of time, the giving of notice, or both, otherwise would constitute a default or breach by Sublandlord, or to the best of Sublandlord's knowledge, the Landlord under the Master Lease; (iv) subject to receipt of Landlord's written consent hereto, Sublandlord has the right and power to execute and deliver this Sublease and to perform its obligations hereunder. Sublandlord shall not rescind, amend or otherwise enter into any agreement modifying, terminating or otherwise affecting the Master Lease in a manner that materially adversely affects Subtenant's rights under this Sublease without the prior written consent of Subtenant, except in the event of a right to terminate the Master Lease in connection with casualty or condemnation. In addition, Sublandlord agrees that it shall not exercise any option or other right to extend the initial Lease Term pursuant to the Master Lease.

15. Default by Subtenant. In the event Subtenant shall be in default of any covenant of, or shall fail to honor any obligation under this Sublease, and such default or failure is continuing for five (5) business days following written notice from Sublandlord (**"Default**"). Sublandlord shall have available to it against Subtenant all of the remedies available (a) to Landlord under the Master Lease in the event of a similar Default on the part of Sublandlord thereunder or (b) at law.

16. Quiet Enjoyment. So long as Subtenant pays all of the Rent due hereunder and performs all of Subtenant's other obligations hereunder, Sublandlord shall do nothing to affect Subtenant's right to peaceably and quietly have, hold and enjoy the Sublease Premises.

17. Notices. Anything contained in any provision of this Sublease to the contrary notwithstanding, Subtenant agrees, with respect to the Sublease Premises, to comply with and remedy any Default in this Sublease or the Master Lease which is Subtenant's obligation to cure, within the period allowed to Sublandlord under the Master Lease, even if such time period is shorter than the period otherwise allowed therein due to the fact that notice of Default from

Sublandlord to Subtenant is given after the corresponding notice of Default from Landlord to Sublandlord. Sublandlord agrees to forward to Subtenant, promptly upon receipt thereof by Sublandlord, a copy of each notice of Default received by Sublandlord in its capacity as Tenant under the Master Lease. Subtenant agrees to forward to Sublandlord, promptly upon receipt thereof, copies of any notices received by Subtenant from Landlord or from any governmental authorities. All notices, demands and requests shall be in writing and shall be sent either by hand delivery or by a nationally recognized overnight courier service (e.g., Federal Express), in either case return receipt requested, to the address of the appropriate party. Notices, demands and requests so sent shall be deemed given when the same are received. Notices to Sublandlord shall be sent to the attention of:

TiVo Corporation
Two Circle Star Way
San Carlos, California 90470
Attention: Mr. Hobie Sheeder

with a copy to:

DLA Piper LLP (US)
550 South Hope Street, 23rd Floor
Los Angeles, California 90067-6022
Attn: Michael E. Meyer, Esq.

Notices to Subtenant shall be sent to the attention of:

Oportun
Two Circle Star Way, 2nd Floor
San Carlos, California 90470
Attn: General Counsel

18. Broker. Sublandlord and Subtenant represent and warrant to each other that, with the exception of Newmark Cornish & Carey and Cushman & Wakefield (collectively, "**Broker**"), no brokers were involved in connection with the negotiation or consummation of this Sublease. Sublandlord agrees to pay the commission of the Broker pursuant to a separate agreement. Each party agrees to indemnify the other, and hold it harmless, from and against any and all claims, damages, losses, expenses and liabilities (including reasonable attorneys' fees) incurred by said party as a result of a breach of this representation and warranty by the other party.

19. Condition of Premises. Sublandlord shall deliver the Sublease Premises and cause Upstart to deliver the 2nd Floor Space to Subtenant, vacant, and with all surfaces cleaned and otherwise in good working order and condition, inclusive of the HVAC, electrical, plumbing and lighting systems (and in accordance with the requirements of the Existing Sublease as to the 2nd Floor Space), but no representation is made with respect to the existing data cabling. Except as provided above. Subtenant acknowledges that it is otherwise subleasing the Sublease Premises "as-is" and that Sublandlord is not making any representation or warranty concerning the condition of the Sublease Premises and that Sublandlord is not obligated to perform any work to prepare the Sublease Premises for Subtenant's occupancy. Subtenant acknowledges that it is not authorized

to make or do any alterations or improvements in or to the Sublease Premises except as permitted by the provisions of this Sublease and the Master Lease and that it must deliver the Sublease Premises to Sublandlord on the Sublease Expiration Date in the condition required by the Master Lease except that Subtenant will not be required to remove any improvements that existed in the Sublease Premises at the time each portion was delivered to Subtenant.

20. Consent of Landlord. Article 14 of the Master Lease requires Sublandlord to obtain the written consent of Landlord to this Sublease. Sublandlord shall solicit Landlord's consent to this Sublease promptly following the execution and delivery of this Sublease by Sublandlord and Subtenant and Sublandlord shall pay all costs and expenses associated with obtaining such consent. In the event Landlord's written consent to this Sublease has not been obtained within sixty (60) days after the execution hereof, then this Sublease may be terminated by either party hereto upon notice to the other, and upon such termination neither party hereto shall have any further rights against or obligations to the other party hereto.

21. Termination of the Lease. If for any reason the term of the Master Lease shall terminate prior to the Sublease Expiration Date, this Sublease shall automatically be terminated and Sublandlord shall not be liable to Subtenant by reason thereof unless said termination shall have been caused by the Default of Sublandlord under the Master Lease, and said Sublandlord Default was not as a result of a Subtenant Default hereunder.

22. Limitation of Estate. Subtenant's estate shall in all respects be limited to, and be construed in a fashion consistent with, the estate granted to Sublandlord by Landlord. In the event Sublandlord is prevented from performing any of its obligations under this Sublease by a breach by Landlord of a term of the Master Lease, then Sublandlord's sole obligation in regard to its obligation under this Sublease shall be to use reasonable efforts in diligently pursuing the correction or cure by Landlord of Landlord's breach.

23. Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Sublease and this Sublease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Sublandlord to Subtenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Sublease, This Sublease, and the exhibits and schedules attached hereto, contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Sublease Premises and shall be considered to be the only agreements between the parties hereto and their representatives and agents. None of the terms, covenants, conditions or provisions of this Sublease can be modified, deleted or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Sublease.

24. Civil Code Section 1938 Disclosure. Subtenant hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Building nor the Sublease Premises has undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code Section 55.52).

25. Assignment and Sublease. Subtenant, as long as it complies with the provisions of Article 1-1 of the Master Lease, shall have the right to assign this Sublease, or sublease all or any portion of the Sublease Premises, upon receipt of the consent of landlord. Provided, however, notwithstanding anything to the contrary contained in this Sublease, in the event Subtenant contemplates a transfer of all or any part of the Premises, Subtenant shall give Sublandlord and Landlord notice (the "**Intention to Transfer Notice**") of such contemplated transfer (whether or not the contemplated transferee or the terms of such contemplated transfer have been determined). The Intention to Transfer Notice shall specify the portion of and amount of rentable square feet of the Sublease Premises which Subtenant intends to transfer (the "**Contemplated Transfer Space**"), the contemplated date of commencement of the Contemplated Transfer (the "**Contemplated Effective Date**"), and the contemplated length of the term of such contemplated transfer, and shall specify that such Intention to Transfer Notice is delivered to Landlord. In the event the Contemplated Transfer Space consists of the entire Sublease Premises, Landlord shall have the option, by giving written notice to Subtenant within thirty (30) days after receipt of such Intention to Transfer Notice, to recapture that Contemplated Transfer Space. Such recapture shall cancel and terminate this Sublease with respect to such Contemplated Transfer Space as of the Contemplated Effective Date. If Landlord declines, or fails to elect in a timely manner, to recapture that Contemplated Transfer Space under this Section 25, then, subject to the other terms of this Section 25, for a period of six (6) months (the "**Six Month Period**") commencing on the last day of such thirty (30) day period, Landlord shall not have any right to recapture that Contemplated Transfer Space with respect to any transfer made during the Six Month Period, provided that any such transfer is substantially on the terms set forth in the Intention to Transfer Notice, and provided further that any such transfer shall be subject to the remaining terms of this Section 25. If such a transfer is not so consummated within the Six Month Period (or if a transfer is so consummated, then upon the expiration of the term of any transfer of that Contemplated Transfer Space consummated within such Six Month Period), Subtenant shall again be required to submit a new Intention to Transfer Notice to Landlord with respect to any contemplated transfer, as provided above in this Section 25. If Landlord does not elect to recapture, and if as a result of the sublease, Subtenant receives from the sub-sublessee a Transfer Premium (as defined in Section 14.3 of the Master Lease), then Subtenant shall pay to Landlord 50% of the Transfer Premium as and when received.

[Signatures on Next Page]

Exhibit 5

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the date first written above.

SUBLANDLORD:

TIVO CORPORATION,
a Delaware corporation

By: /s/ Pamela Sergeeff
Name: Pamela Sergeeff
Its: General Counsel

SUBTENANT:

OPORTUN, INC.,
a Delaware corporation

By: /s/ Jonathan Coblentz
Name: Jonathan Coblentz
Its: Chief Financial Officer and Chief Administrative Officer

Exhibit 5

EXHIBIT A

COPY OF MASTER LEASE

A-1

Exhibit 5

TWO CIRCLE STAR WAY

LEASE

(Single-Tenant Lease Form)

This Lease (the "**Lease**"), dated as of the date set forth in Section 1 of the Summary of Basic Lease Information (the "**Summary**"), below, is made by and between GC NET LEASE (SAN CARLOS) INVESTORS, LLC, a Delaware limited liability company **("Landlord"),** and ROVI CORPORATION, a Delaware corporation ("**Tenant**").

SUMMARY OF BASIC LEASE INFORMATION

TERMS OF LEASE	DESCRIPTION
1. Date:	June 26, 2015
2. Premises (Article 1).	
2.1 Building:	A four (4) story building, containing approximately 103,948 rentable square feet of space ("**RSF**"), located at Two Circle Star Way, San Carlos, California 90470
2.2 Premises:	Approximately 103,904 RSF in the Building, as further set forth in **Exhibit A** to this Lease (i.e., all of the Building other than the "Signage Utility Room" as defined in Section 1.3 of the Lease).
3. Lease Term (Article 2).	
3.1 Length of Term:	Approximately ten (10) years and four and one-half (4 ½) months.
3.2 Lease Commencement Date:	October 13, 2015, subject to Lease Commencement Date Delays as defined in Section 5.1 of the Tenant Work Letter attached hereto as **Exhibit B**.
3.3 Lease Expiration Date:	February 28, 2026, or, if later, ten (10) years and four and one-half (4-1/2) months after the Lease Commencement Date.

Exhibit 5

4. Base Rent (Article 3):

Period During Lease Term	Annual Base Rent	Monthly Installment of Base Rent	Monthly Rental Rate per RSF

Exhibit 5

5.	Operating Expenses and Tax Expenses (Article 4):	This is a "**TRIPLE NET**" lease and as such, the provisions contained in this Lease are intended to pass on to Tenant and reimburse Landlord for the costs and expenses reasonably associated with this Lease and the Project, and Tenant's operation therefrom, subject to Section 4.2.4 of this Lease. To the extent such costs and expenses payable by Tenant cannot be charged directly to, and paid by, Tenant, such costs and expenses shall be paid by Landlord but reimbursed by Tenant as Additional Rent.
6.	Tenant's Share (Article 4):	99.96%. Tenant shall have no obligation to pay Tenant's Share of Direct Expenses attributable to the period prior to January 1, 2016.
7.	Permitted Use (Article 5):	Tenant shall use the Premises solely for general office and research and development, and uses incidental thereto (the "**Permitted Use**"); provided, however, that notwithstanding anything to the contrary set forth hereinabove, and as more particularly set forth in the Lease, Tenant shall be responsible for operating and maintaining the Premises pursuant to, and in no event may Tenant's Permitted Use violate, (A) Applicable Laws, (B) all applicable zoning, building codes and the Underlying Documents, as that term is set forth in Section 5.2 of this Lease, and (D) first-class standards in the market in which the Building is located.
8.	Security Deposit (Article 21):	
10.	Address of Tenant (Section 29.18):	Rovi Corporation 2233 N. Ontario Street, Suite 100 Burbank, CA 91504 Attention: Mr. Hobie Sheeder (Prior to Lease Commencement Date) and

		Rovi Corporation Two Circle Star Way San Carlos, California 90470 Attention: Mr. Hobie Sheeder (After Lease Commencement Date) In either case with a copy to: DLA Piper LLP (US) 550 South Hope Street, Suite 2300 Los Angeles, CA 90071 Attn: Michael E. Meyer, Esq.
11.	Address of Landlord (Section 29.18):	See Section 29.18 of the Lease.
12.	Broker(s) (Section 29.24):	Newmark Cornish & Carey (representing both Landlord and Tenant)
13.	Tenant Improvement Allowance **(Exhibit B):**	

ARTICLE I

PREMISES, BUILDING, PROJECT, AND COMMON AREAS

1.1 **Premises, Building, Project and Common Areas**.

1.1.1 **The Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 2.2 of the Summary (the "**Premises**"). The outline of the Premises is set forth in **Exhibit A** attached hereto. Landlord and Tenant hereby acknowledge and agree that the rentable square footage of the Premises is as set forth in Section 2.2 of the Summary, and that such rentable square footage shall not be subject to remeasurement or modification. The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by it to be kept and performed and that this Lease is made upon the condition of such performance. The parties hereto hereby acknowledge that the purpose of **Exhibit A** is to show the approximate location of the Premises and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises, the precise area thereof or the specific location of the "Common Areas," as that term is defined in Section 1.1.3, below, or the elements thereof or of the accessways to the Premises or the "Project," as that term is defined in Section 1.1.2, below. Except as specifically set forth in this Lease and in the Tenant Work Letter attached hereto as **Exhibit B** (the "**Tenant Work Letter**"), Tenant shall accept the Premises in its existing, "as is" condition, and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this Lease and the Tenant Work Letter. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in good and sanitary order, condition and repair.

1.1.2 **The Building and The Project**. The Premises is the principle component of the building set forth in Section 2.1 of the Summary (the "**Building**"). The term "**Project**," as used in this Lease, shall mean (i) the Building and the Common Areas, (ii) the adjacent building located at One Circle Star Way (the "**Adjacent Building**") and (iii) the land (which is improved with landscaping and other improvements) upon which the Building, Adjacent Building and the Common Areas are located.

1.1.3 **Common Areas**. Tenant shall have the non-exclusive right to use in common with other tenants in the Project, if any, and subject to the rules and regulations referred to in Article 5 of this Lease, those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Project (such areas, together with such other portions of the Project designated by Landlord, in its discretion, including certain areas designated for the exclusive use of certain tenants, or to be shared by Landlord and certain tenants, are collectively referred to herein as the "**Common Areas**"). The manner in which the Common Areas are maintained and operated shall be at the reasonable discretion of Landlord (provided that Landlord shall at all times maintain and operate the Common Areas in a manner at least consistent with "Comparable Buildings," as that term is defined in Section 2.2.2 of this Lease) and the use thereof shall be subject to such rules, regulations and restrictions as Landlord may reasonably make from time to time. Landlord reserves the right to close temporarily, make alterations or additions to, or change the location of elements of the Project and the Common Areas, provided that, in connection therewith, Landlord shall at all times use commercially reasonable efforts to minimize interference with the conduct of Tenant's business at the Premises.

1.1.4 **Delivery Date**. Landlord anticipates that it will deliver the Premises to Tenant without any asbestos or other hazardous materials in the condition set forth in Section 1 of the Tenant Work Letter, on or before September 1, 2015 (the "**Delivery Date**"). As provided in Section 5.1 of the Tenant Work Letter, if Landlord fails to deliver the Premises by the Delivery Date, such failure will be a "**Landlord Caused Delay**".

1.2 **Stipulation of Rentable Square Feet of Premises and Building**. For purposes of this Lease,"rentable square feet" of the Premises shall be deemed as set forth in Section 2.2 of the Summary and the rentable square feet of the Building shall be deemed as set forth in Section 2.1 of the Summary.

1.3 **Sign Utility Room**. The Building contains a self-contained utility room (the "**Sign Utility Room**") which provides service to a billboard sign in the vicinity of the Project. The Sign Utility Room is leased to a third-party that owns the billboard sign (the "**Sign Lease**"). Tenant shall not be responsible for any utilities, maintenance, repair or other costs or obligations relating to the Sign Utility Room. During the Lease Term, Tenant shall provide the tenant under the Sign Lease with access to the Sign Utility Room 24-hours a day, 7-days a week, including through the Premises.

1.4 **Right of First Offer**. Landlord hereby grants to the originally named Tenant herein ("**Original Tenant**"), and its "Permitted Transferee Assignees" (as defined in Section 14.8, below) a one-time (as to each space so offered) right of first offer to lease the Adjacent Building (the "**First Offer Space**"). Notwithstanding the foregoing, such first offer right of Tenant (i) shall commence only following the expiration or earlier termination of the existing lease (including renewals) of the First Offer Space, and (ii) shall terminate if at any time the Adjacent Building is no longer owned by Landlord or an affiliate of Landlord.

1.4.1 **Procedure for Offer**. Subject to the terms of this Section 1.4, Landlord shall notify Tenant (a "**First Offer Notice**") prior to, or concurrently with, Landlord's delivery of a proposal to lease First Offer Space to a third party (other than a Superior Right Holder, but if the Superior Right Holder does not exercise its right then Landlord shall immediately offer such space to Tenant). Pursuant to such First Offer Notice, Landlord shall offer to lease to Tenant the then available First Offer Space. The First Offer Notice shall describe the space so offered to Tenant and shall set forth the, term, rent and other economic terms on which Landlord is willing to lease such space to Tenant (the "**First Offer Rent**"). In no event shall Landlord have the obligation to deliver a First Offer Notice (and Tenant have no right to exercise its right under this Section 1.4) to the extent that the "First Offer Commencement Date," as that term is defined in Section 1.4.5, below, is anticipated by Landlord to occur on or after the date that is eighteen (18) months prior to the Lease Expiration Date (as such date may be extended pursuant to Section 2.2, below) (provided that Tenant shall have the right to irrevocably exercise its lease of the Premises during the Option Term, as provided in Section 2.2, below, in which event Tenant's rights hereunder shall continue).

1.4.2 **Procedure for Acceptance**. If Tenant wishes to exercise Tenant's right of first offer with respect to the space described in the First Offer Notice, then within twenty-one (21) calendar days after delivery of the First Offer Notice to Tenant, Tenant shall deliver notice to Landlord of Tenant's election to exercise its right of first offer with respect to the entire space described in the First Offer Notice on the terms contained in such notice. If Tenant does not so notify Landlord within the twenty-one (21) calendar day period, then Landlord shall be free to lease the space described in such First Offer Notice to anyone to whom Landlord desires on any terms Landlord desires, provided that (i) prior to entering into any lease on economic terms that, on a net effective, present value basis, are more than 5% more favorable to such third party than the terms contained in the First Offer Notice, (ii) prior to entering into any lease of less than all of the space described in the First Offer Notice, and (iii) prior to entering into any such lease on a date that is more than six (6) months after Tenant's election not to lease the First Offer Space, Landlord shall first again offer such space to Tenant on any such reduced terms in accordance with this Section 1.4. Notwithstanding anything to the contrary contained herein, subject to the foregoing, Tenant must elect to exercise its right of first offer, if at all, with respect to all of the space offered by Landlord to Tenant at any particular time, and Tenant may not elect to lease only a portion thereof. If Tenant does not exercise its right of first offer with respect to any space described in a First Offer Notice or if Tenant fails to respond to a First Offer Notice within twenty-one (21) calendar days of delivery thereof, then Tenant's right of first offer as set forth in this Section 1.4 shall terminate as to all of the space described in such First Offer Notice.

1.4.3 **Construction In First Offer Space**. Tenant shall accept the First Offer Space in its then existing "as is" condition, subject to any allowances granted as a component of the First Offer Rent. The construction of improvements in the First Offer Space shall comply with the terms of Article 8 of this Lease.

1.4.4 **Lease of First Offer Space**. If Tenant timely exercises Tenant's right to lease the First Offer Space as set forth herein, Landlord and Tenant shall execute an amendment to this Lease (the "**First Offer Amendment**") for such First Offer Space upon the terms and conditions as set forth in the First Offer Notice therefor and this Section 1.4. The rentable square footage of any First Offer Space leased by Tenant shall be as set forth in the First Offer Notice which shall have been determined by Landlord in accordance with Landlord's then current standard of measurement for the Building. Tenant shall commence payment of rent for the First Offer Space, and the term of the First Offer Space shall commence (the "**First Offer Commencement Date**") on the date which is the earlier to

occur of (i) the date Tenant first commences to conduct business in the First Offer Space, and (ii) the date that is one hundred twenty (120) days following the date Landlord delivers the First Offer Space to Tenant (such 120-day period to be referred to herein as the "**Stipulated First Offer Build-Out Period**"), and shall terminate on the date provided in the First Offer Notice as the end of the offered lease term. The foregoing Stipulated Build-Out Period shall (a) subject to mutually and reasonably agreed upon commercially reasonable terms to be set forth in the First Offer Amendment, be subject to extension on a day-for-day basis to the extent of any actual delays in the substantial completion of the tenant improvements in the First Offer Space resulting from "Force Majeure", as defined in Section 29.16, below, and delays caused by Landlord, and (b) be a consideration in the determination of the First Offer Rent.

1.4.5 **Termination of Right of First Offer**. Tenant's rights under this Section 1.4 shall be personal to the Original Tenant or a Permitted Transferee Assignee, and may only be exercised by Original Tenant or a Permitted Transferee Assignee (and not by any other assignee, or any sublessee or other transferee of the Original Tenant's interest in this Lease). The right of first offer granted herein shall terminate as to particular First Offer Space upon the failure by Tenant to exercise its right of first offer with respect to such First Offer Space as offered by Landlord. Tenant shall not have the right to lease First Offer Space, as provided in this Section 1.4, if, as of the date of the attempted exercise of any right of first offer by Tenant, or as of the scheduled date of delivery of such First Offer Space to Tenant, Tenant is in Default under this Lease. Tenant shall not have the right to lease First Offer Space, as provided in this Section 1.4, if, as of the date of the attempted exercise of any right of first offer by Tenant, Tenant is not directly leasing and occupying at least 77,925 RSF of the Premises.

ARTICLE *2*

LEASE TERM; OPTION TERM

2.1 **Lease Term**. The terms and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease (the "**Lease Term**") shall be as set forth in Section 3.1 of the Summary, shall commence on the date set forth in Section 3.2 of the Summary (the "**Lease Commencement Date**"), and shall terminate on the date set forth in Section 3.3 of the Summary (the "**Lease Expiration Date**") unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term. At any time during the Lease Term, Landlord may deliver to Tenant a notice in the form as set forth in **Exhibit C**, attached hereto, as a confirmation only of the information set forth therein, which Tenant shall execute and return to Landlord within five (5) days of receipt thereof.

2.2 **Option Term**.

2.2.1 **Option Right**. Landlord hereby grants the Tenant named in this Lease (the "**Original Tenant**"), one (1) option to extend the Lease Term for a period of ten (10) years (the "**Option Term**"), which option may be irrevocably exercised only by Tenant by written notice (the "**Option Exercise Notice**") delivered by Tenant to Landlord not earlier than fifteen (15) months and not later than twelve (12) months prior to the expiration of the initial Lease Term, provided that, as of the date of delivery of such notice, Tenant is not in Default under this Lease and Tenant has not previously been in default under this Lease more than once. Upon the proper exercise of such option to extend, and provided that, at Landlord's option, as of the end of the initial Lease Term, Tenant is not in Default under this Lease, the Lease Term, as it applies to the Premises, shall be extended for a period of ten (10) years. The rights contained in this Section 2.2 shall be personal to the Original Tenant or a Permitted Transferee Assignee (and not by any assignee, sublessee or other "Transferee," as that term is defined in Section 14.1 of this Lease, of Tenant's interest in this Lease) if Original Tenant or a Permitted Transferee Assignee occupies the entire Premises.

2.2.2 **Option Rent**. For purposes of this Lease, the "**Option Rent**" shall be equal to the annual rent per rentable square foot (including additional rent and considering any "base year" or "expense stop" applicable thereto), including all escalations, at which tenants (pursuant to leases consummated within the twelve (12) month period preceding the first day of the Option Term), are leasing non-sublease, non-encumbered, non-equity space which is for single tenant buildings, not significantly greater or smaller in size than the subject space, for a comparable lease term, in an arm's length transaction, which comparable space is located in "Comparable Buildings," as that term is defined in this Section 2.2.3, below (transactions satisfying the foregoing criteria shall be known as the "**Comparable Transactions**"), taking into consideration only the following concessions (the "**Concessions**"): (a) rental abatement

concessions, if any, being granted such tenants in connection with such comparable space; and (b) tenant improvements or allowances provided or to be provided for such comparable space, and taking into account the value, if any, of the existing improvements in the subject space, such value to be based upon the age, condition, design, quality of finishes and layout of the improvements and the extent to which the same can be utilized by a general office user other than Tenant; and (c) other reasonable monetary concessions being granted such tenants in connection with such comparable space; provided, however, that in calculating the Fair Rental Value, no consideration shall be given to (i) the fact that Landlord is or is not required to pay a real estate brokerage commission in connection with Tenant's exercise of its right to extend the Lease Term, or the fact that landlords are or are not paying real estate brokerage commissions in connection with such comparable space, and (ii) any period of rental abatement, if any, granted to tenants in comparable transactions in connection with the design, permitting and construction of tenant improvements in such comparable spaces. The Option Rent shall be derived from an analysis (as such derivation and analysis are set forth on **Exhibit F**, attached hereto) of the "Net Equivalent Lease Rates," of the Comparable Transactions, as set forth in **Exhibit F**, attached hereto. The Concessions (A) shall be reflected in the effective rental rate (which effective rental rate shall take into consideration the total dollar value of such Concessions as amortized on a straight-line basis over the applicable term of the Comparable Transaction (in which case such Concessions evidenced in the effective rental rate shall not be granted to Tenant)) payable by Tenant, or (B) at Landlord's election, all such Concessions shall be granted to Tenant in kind. The term "**Comparable Buildings**" shall mean the Building and those other mid-rise Class A office buildings located in the Redwood Shores-San Carlos-Redwood City office market.

2.2.3 **Determination of Option Rent**. In the event Tenant timely and appropriately exercises an option to extend the Lease Term, Landlord shall notify Tenant of Landlord's determination of the Option Rent (the "**Option Rent Notice**"**)** on or before the date that is thirty (30) days after Tenant's delivery of the Option Exercise Notice. If Tenant, on or before the date which is ten (10) days following Tenant's receipt of the Option Rent Notice, in good faith objects to Landlord's determination of the Option Rent, then Landlord and Tenant shall attempt to agree upon the Option Rent using their best good-faith efforts. If Landlord and Tenant fail to reach agreement within thirty (30) days following Tenant's objection to the Option Rent, (the "**Outside Agreement Date**"), then each party shall make a separate determination of the Option Rent (which, in Landlord's case, need not be the rent originally set forth in the Option Rent Notice), within five (5) business days, and such determinations shall be submitted to arbitration in accordance with Sections 2,2.3.1 through 2.2.3.7, below.

2.2.3.1 Landlord and Tenant shall each appoint one arbitrator who shall be, at the option of the appointing party, a real estate appraiser, broker or attorney who shall have been active over the ten (10) year period ending on the date of such appointment in the leasing or appraisal, as the case may be, of commercial mid-rise properties in the area containing the Comparable Buildings. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted Option Rent is the closest to the actual Option Rent, taking into account the requirements of Section 2.2.2 of this Lease, as determined by the arbitrators. Each such arbitrator shall be appointed within fifteen (15) days after the Outside Agreement Date. Landlord and Tenant may consult with their selected arbitrators prior to appointment and may select an arbitrator who is favorable to their respective positions. The arbitrators so selected by Landlord and Tenant shall be deemed "**Advocate Arbitrators**."

2.2.3.2 The two (2) Advocate Arbitrators so appointed shall be specifically required pursuant to an engagement letter within ten (10) days of the date of the appointment of the last appointed Advocate Arbitrator to agree upon and appoint a third arbitrator ("**Neutral Arbitrator**") who shall be qualified under the same criteria set forth hereinabove for qualification of the two Advocate Arbitrators, except that (i) such Neutral Arbitrator shall not be an appraiser, and (ii) neither the Landlord or Tenant or either parties' Advocate Arbitrator may, directly or indirectly, consult with the Neutral Arbitrator prior or subsequent to his or her appearance.

2.2.3.3 The parties shall, in connection with the determination of the Option Rent, within ten (10) business days following the selection of the Neutral Arbitrator, enter into an arbitration agreement (the "**Arbitration Agreement**"**)** which shall set forth the following: (i) Landlord's binding Option Rent calculation and Tenant's binding Option Rent calculation, (ii) an agreement to be signed by the Neutral Arbitrator, the form of which agreement shall be attached as an exhibit to the Arbitration Agreement, whereby the Neutral Arbitrator shall agree to undertake the arbitration and render a decision in accordance with the terms of this Lease, as modified by the Arbitration Agreement, (iii) instructions to be followed by the Neutral Arbitrator when conducting such arbitration, which instructions shall be mutually and reasonably prepared by Landlord and Tenant and which instructions shall be consistent with the terms and conditions of this Lease, (iv) that Landlord and Tenant shall each have the right to submit

to the Advocate Arbitrator (with a copy to the other party), on or before a date agreed upon by Landlord and Tenant, an advocate statement (and any other information such party deems relevant) prepared by or on behalf of Landlord and Tenant, as the case may be, in support of Landlord's or Tenant's respective Option Rent determination (the "**Briefs**"), (v) that within three (3) business days following Landlord's and Tenant's exchange of Briefs, Landlord and Tenant shall each have the right to provide the Neutral Arbitrator (with a copy to the other party) with a written rebuttal to the other party's Brief (the "**First Rebuttals**"); provided, however, such First Rebuttals shall be limited to the facts and arguments raised in the other party's Brief and shall identify clearly which argument or fact of the other party's Brief is intended to be rebutted, (vi) that within three (3) business days following Landlord's and/or Tenant's receipt of the other party's First Rebuttal, Landlord and Tenant, as applicable, shall have the right to provide the Neutral Arbitrator (with a copy to the other party) with a written rebuttal to the other party's First Rebuttal (the "**Second Rebuttals**"); provided, however, such Second Rebuttals shall be limited to the facts and arguments raised in the other party's First Rebuttal and shall identify clearly which argument or fact of the other party's First Rebuttal is intended to be rebutted, (vii) the date, time and location of the arbitration, which shall be mutually and reasonably agreed upon by Landlord and Tenant, taking into consideration the schedules of the Neutral Arbitrator, which date shall in any event be within fifteen (15) business days following the appointment of the Neutral Arbitrator, (viii) that no discovery shall take place in connection with the arbitration, (ix) that neither the Neutral Arbitrator shall be allowed to undertake an independent investigation or consider any factual information other than presented by Landlord or Tenant (except that the Neutral Arbitrator, with representatives from each of Landlord and Tenant, shall have the right to visit the Comparable Buildings), (x) the specific persons that shall be allowed to attend the arbitration, (xi) Tenant shall have the right to present oral arguments to the Neutral Arbitrator at the arbitration for a period of time not to exceed three (3) hours ("**Tenant's Initial Statements**"), (xii) following Tenant's Initial Statement, Landlord shall have the right to present oral arguments to the Neutral Arbitrator at the arbitration for a period of time not to exceed three (3) hours ("**Landlord's Initial Statements**"), (xiii) following Landlord's Initial Statements, Tenant shall have up to two (2) additional hours to present additional arguments and/or to rebut the arguments of Landlord ("**Tenant's Rebuttal Statement**"), (xiv) following Tenant's Rebuttal Statement, Landlord shall have up to two (2) additional hours to present additional arguments and/or to rebut the arguments of Tenant ("**Landlord's Rebuttal Statement**"), (xv) that the Neutral Arbitrator shall render a decision ("**Award**") indicating whether Landlord's or Tenant's submitted Market Rent is closest to the Market Rent as determined by the Neutral Arbitrator within ten (10) business days following the arbitration, (xvi) that following notification of the Award, the Landlord's or Tenant's submitted Market Rent determination, whichever is selected by the Neutral Arbitrator as being closest to the Market Rent, shall become the then applicable Market Rent, and (xvii) that the decision of the Neutral Arbitrator shall be binding on Landlord and Tenant. Each of the parties shall bear one-half (1/2) the cost of appointing the Neutral Arbitrator and of paying the Neutral Arbitrator's fees.

2.2.3.4 If either Landlord or Tenant fails to appoint an Advocate Arbitrator within fifteen (15) days after the Outside Agreement Date, then either party may petition the presiding judge of the Superior Court of San Mateo County to appoint such Advocate Arbitrator subject to she criteria in Section 2.2.4.1 of this Lease, or if he or she refuses to act, either party may petition any judge having jurisdiction over the parties to appoint such Advocate Arbitrator.

2.2.3.5 If the two (2) Advocate Arbitrators fail to agree upon and appoint the Neutral Arbitrator, then either party may petition the presiding judge of the Superior Court of San Mateo County to appoint the Neutral Arbitrator, subject to criteria in Section 2.2.3.2 of this Lease, or if he or she refuses to act, either party may petition any judge having jurisdiction over the parties to appoint such arbitrator.

2.2.3.6 The cost of the arbitration shall be paid by Landlord and Tenant equally.

2.2.3.7 In the event that the Option Rent shall not have been determined pursuant to the terms hereof prior to the commencement of the Option Term, Tenant shall be required to pay the Option Rent initially provided by Landlord to Tenant, and upon the final determination of the Option Rent, the payments made by Tenant shall be reconciled with the actual amounts of Option Rent due, and the appropriate party shall make any corresponding payment to the other party.

ARTICLE 3

BASE RENT

Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the management office of the Project, or, at Landlord's option, at such other place as Landlord may from time to time designate in writing, by a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("**Base Rent**") as set forth in Section 4 of the Summary, payable in equal monthly installments as set forth in Section 4 of the Summary in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction whatsoever, except as specifically permitted by this Lease. If any Rent payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any payment of Rent is for a period which is shorter than one month, the Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/365 of the applicable annual Rent. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

ARTICLE 4

ADDITIONAL RENT

4.1 **General Terms**. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay "Tenant's Share" of the annual "Direct Expenses," as those terms are defined in Sections 4.2.6 and 4.2.2, respectively, of this Lease. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, are hereinafter collectively referred to as the "**Additional Rent**," and the Base Rent and the Additional Rent are herein collectively referred to as "**Rent**." All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent. Without limitation on other obligations of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.2 **Definitions of Key Terms Relating to Additional Rent**. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 Intentionally Deleted.

4.2.2 "**Direct Expenses**" shall mean "Operating Expenses," as that term is defined in Section 4.2.4 below, and "Tax Expenses," as that term is defined in Section 4.2.5.1 below.

4.2.3 "**Expense Year**" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant's Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.2.4 "**Operating Expenses**" shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or accrues during any Expense Year because of or in connection with the ownership, management, maintenance, security, repair, restoration or operation of the Project, or any portion thereof. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following: (i) the cost of supplying all utilities, the cost of operating, repairing, maintaining, and renovating the utility, telephone, mechanical, sanitary, storm drainage, and elevator systems, and the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with a governmentally mandated transportation system management program or similar program; (iii) the cost of all insurance carried by Landlord in connection with the Project as reasonably determined by Landlord; (iv) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project, or any portion thereof; (v) payments under any easement, license, operating agreement, declaration,

restrictive covenant, or instrument pertaining to the sharing of costs by the Building, including, without limitation, any Underlying Documents; (vi) fees and other costs, including management and/or incentive fees, consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance and repair of the Project (provided that the property management fee charged to Operating Expenses shall not exceed 2.25% of the Base Rent payable by Tenant hereunder, or that would be payable but for any free rent period granted to Tenant); (vii) payments under any equipment rental agreements and the fair rental value of any management office space; (viii) subject to item (f), below, wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons engaged in the operation, maintenance and security of the Project; (ix) costs under any instrument pertaining to the sharing of costs by the Project, including as relating to any business improvement district; (x) operation, repair, maintenance and replacement of all systems and equipment and components thereof of the Project; (xi) the cost of janitorial, alarm, security and other services, replacement of wall and floor coverings, ceiling tiles and fixtures in common areas, maintenance and replacement of curbs and walkways, repair to roofs and re-roofing; (xii) amortization (including interest on the unamortized cost) over such period of time as Landlord shall reasonably determine, of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Project, or any portion thereof; (xiii) the cost of capital improvements or other costs incurred in connection with the Project (A) which are intended to effect economies in the operation or maintenance of the Project, or any portion thereof, or to reduce current or future Operating Expenses or to enhance the safety or security of the Project or its occupants, (B) that are required to comply with present or anticipated conservation programs, or (C) that are required under any governmental law or regulation; provided, however, that any capital expenditure shall be amortized (including interest on the amortized cost) over the reasonable useful life of such improvements (or reasonable payback period, if shorter, provided that the amount charged in any particular Expense Year shall not exceed the amount of savings achieved in such Expense Year); and (xiv) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord by, any federal, state or local government for fire and police protection, trash removal, community services, or other services which do not constitute Tax Expenses, and (xv) costs payable by Landlord under the "CC&Rs" or any "Future CC&Rs" as defined in Section 5.4, below. Notwithstanding the foregoing, for purposes of this Lease, Operating Expenses shall not, however, include:

(a) costs, including legal fees, space planners' fees, advertising and promotional expenses (except as otherwise set forth above), and brokerage fees incurred in connection with the original construction or development, or original or future leasing of the Project, and costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for new tenants initially occupying space in the Project after the Lease Commencement Date or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Project (excluding, however, such costs relating to any Common Areas);

(b) except as set forth in items (xii), (xiii), and (xiv) above, depreciation, interest and principal payments on mortgages and other debt costs, if any, penalties and interest, costs of capital repairs and alterations, and costs of capital improvements and equipment;

(c) costs for which the Landlord is reimbursed by any tenant or occupant of the Project or by insurance by its carrier or any tenant's carrier or by anyone else, and utility costs for which any tenant directly contracts with the local public service company;

(d) any bad debt loss, rent loss, or reserves of any kind;

(e) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Project (which shall specifically include, but not be limited to, accounting costs associated with the operation of the Project). Costs associated with the operation of the business of the partnership or entity which constitutes the Landlord include costs of partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of the Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Project, and costs incurred in connection with any disputes between Landlord and its employees, between Landlord and Project management, or between Landlord and other tenants or occupants;

(f) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Project unless such wages and benefits are prorated to reflect time spent on operating and managing the Project vis-a-vis time spent on matters unrelated to operating and managing the Project; provided, that in no event shall Operating Expenses for purposes of this Lease include wages and/or benefits attributable to personnel above the level of Project or portfolio manager (and in all cases shall be subject to the terms of this clause (f));

(g) except for a Project management fee to the extent allowed pursuant to item (vi), above, overhead and profit increment paid to the Landlord or to subsidiaries or affiliates of the Landlord for services in the Project to the extent the same exceeds the costs of such services rendered by qualified, first-class unaffiliated third parties on a competitive basis;

(h) any compensation paid to clerks, attendants or other persons in commercial concessions operated by the Landlord, provided that any compensation paid to any concierge at the Project shall be includable as an Operating Expense;

(i) rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment which if purchased the cost of which would be excluded from Operating Expenses as a capital cost, except equipment not affixed to the Project which is used in providing janitorial or similar services and, further excepting from this exclusion such equipment rented or leased to remedy or ameliorate an emergency condition in the Project;

(j) all items and services for which Tenant or any other tenant in the Project reimburses Landlord or which Landlord provides selectively to one or more tenants (other than Tenant) without reimbursement;

(k) any costs expressly excluded from Operating Expenses elsewhere in this Lease;

(l) rent for any office space occupied by Project management personnel to the extent the size or rental rate of such office space exceeds the size or fair market rental value of office space occupied by management personnel of the comparable buildings in the vicinity of the Building, with adjustment where appropriate for the size of the applicable project;

(m) costs relating to any hazardous materials which migrate onto the Project, or which subsequently occurs and which was not created by Tenant, its employees, contractors and/or agents;

(n) costs arising from the gross negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, or providers of materials or services; and

(o) costs incurred to comply with laws relating to the removal of hazardous material (as defined under applicable law) which was in existence in the Building or on the Project prior to the Lease Commencement Date, and was of such a nature that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such hazardous material, in the state, and under the conditions that it then existed in the Building or on the Project, would have then required the removal of such hazardous material or other remedial or containment action with respect thereto; and costs incurred to remove, remedy, contain, or treat hazardous material, which hazardous material is brought into the Building or onto the Project after the date hereof by Landlord or any other tenant of the Project and is of such a nature, at that time, that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such hazardous material, in the state, and under the conditions, that it then exists in the Building or on the Project, would have then required the removal of such hazardous material or other remedial or containment action with respect thereto.

4.2.5 **Taxes**.

4.2.5.1 "**Tax Expenses**" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Project, or any portion thereof, and including estimated amounts based on pending but uncompleted reassessments of the Project, as reasonably determined by Landlord), which shall be paid or accrued during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the ownership, leasing and operation of the Project, or any portion thereof.

4.2.5.2 Tax Expenses shall include, without limitation: (i) Any tax on the rent, right to rent or other income from the Project, or any portion thereof, or as against the business of leasing the Project, or any portion thereof; (ii) Any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election **(**"**Proposition 13**") and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants, and, in further recognition of the decrease in the level and quality of governmental services and amenities as a result of Proposition 13, Tax Expenses shall also include any governmental or private assessments or the Project's contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies; (iii) Any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the Rent payable hereunder, including, without limitation, any business or gross income tax or excise tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; and (iv) Any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises.

4.2.5.3 Any costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid. Upon receipt by Landlord, refunds of Tax Expenses shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such Expense Year exceed the total amount paid by Tenant as Tax Expenses under this Article 4 for such Expense Year. If Tax Expenses for any period during the Lease Term or any extension thereof are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord upon demand Tenant's Share of any such increased Tax Expenses included by Landlord as Building Tax Expenses pursuant to the terms of this Lease. Notwithstanding anything to the contrary contained in this Section 4.2.5 (except as set forth in Section 4.2.5.2, above), there shall be excluded from Tax Expenses (i) all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Project), (ii) any items included as Operating Expenses, and (iii) any items paid by Tenant under Section 4.5 of this Lease. Notwithstanding anything to the contrary set forth in this Lease, only Landlord may institute proceedings to reduce Tax Expenses and the filing of any such proceeding by Tenant without Landlord's consent shall constitute an event of default by Tenant under this Lease. Notwithstanding the foregoing, Landlord shall not be obligated to file any application or institute any proceeding seeking a reduction in Tax Expenses.

4.2.6 "**Tenant's Share**" shall mean the percentage set forth in Section 6 of the Summary.

4.3 **Allocation of Direct Expenses**. The parties acknowledge that the Building is a part of a multi-building project and that certain costs and expenses incurred in connection with the Project (*i.e.* the Direct Expenses) should be shared between the tenants of the Building and the tenants of the other building in the Project, except that to the extent that an expense incurred can be specifically traced to a specific building (such as electricity, repairs,

HVAC and the like), such expense shall, in each case, be allocated to the specific building. Accordingly, as set forth in Section 1.1 above, Direct Expenses (which consists of Operating Expenses and Tax Expenses) are determined annually for the Project as a whole, and a portion of the Direct Expenses, which portion shall be determined by Landlord on an equitable basis, shall be allocated to the tenants of the Building (as opposed to the tenants of any other buildings in the Project) and such portion shall be the Direct Expenses for purposes of this Lease. Such portion of Direct Expenses allocated to the tenants of the Building shall include all Direct Expenses attributable solely to the Building and an equitable portion of the Direct Expenses attributable to the Project as a whole.

4.4 **Calculation and Payment of Additional Rent**. Tenant shall pay to Landlord, in the manner set forth in Section 4.4.1, below, and as Additional Rent, Tenant's Share of Direct Expenses for each Expense Year.

4.4.1 **Statement of Actual Direct Expenses and Payment by Tenant**. Landlord shall give to Tenant following the end of each Expense Year, a statement (the "**Statement**") which shall state the Direct Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount of Tenant's Share of Direct Expenses. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, Tenant shall pay, within thirty (30) days after receipt of the Statement, the full amount of Tenant's Share of Direct Expenses for such Expense Year, less the amounts, if any, paid during such Expense Year as "Estimated Direct Expenses," as that term is defined in Section 4.4.2, below, and if Tenant paid more as Estimated Direct Expenses than the actual Tenant's Share of Direct Expenses (an "**Excess**"), Tenant shall receive a credit in the amount of such Excess against Rent next due under this Lease. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord or Tenant from enforcing its rights under this Article 4. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of Direct Expenses for the Expense Year in which this Lease terminates, if Tenant's Share of Direct Expenses is greater than the amount of Estimated Direct Expenses previously paid by Tenant to Landlord, Tenant shall, within thirty (30) days after receipt of the Statement, pay to Landlord such amount, and if Tenant paid more as Estimated Direct Expenses than the actual Tenant's Share of Direct Expenses (again, an Excess), Landlord shall, within thirty (30) days, deliver a check payable to Tenant in the amount of such Excess. The provisions of this Section 4.4.1 shall survive the expiration or earlier termination of the Lease Term.

4.4.2 **Statement of Estimated Direct Expenses**. In addition, Landlord shall give Tenant a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth Landlord's reasonable estimate (the "**Estimate**"**)** of what the total amount of Direct Expenses for the then-current Expense Year shall be and the estimated Tenant's Share of Direct Expenses (the "**Estimated Direct Expenses**"). The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Direct Expenses under this Article 4, nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Direct Expenses theretofore delivered to the extent necessary. Thereafter, Tenant shall pay, within thirty (30) days after receipt of the Estimate Statement, a fraction of the Estimated Direct Expenses for the then-current Expense Year (reduced by any amounts paid pursuant to the second to last sentence of this Section 4.4.2). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished (which Landlord shall have the right to deliver to Tenant at any time), Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Direct Expenses set forth in the previous Estimate Statement delivered by Landlord to Tenant. Throughout the Lease Term Landlord shall maintain records with respect to Direct Expenses in accordance with sound real estate management and accounting practices, consistently applied.

4.5 **Taxes and Other Charges for Which Tenant Is Directly Responsible**.

4.5.1 Tenant shall be liable for and shall pay ten (10) days before delinquency, taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

4.5.2 If the tenant improvements in the Premises, whether installed and/or paid for by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, are assessed for real property tax purposes at a valuation higher than the valuation at which tenant improvements conforming to Landlord's "building standard" in other space in the Building are assessed, then the Tax Expenses levied against Landlord or the property by reason of such excess assessed valuation shall be deemed to be taxes levied against personal property of Tenant and shall be governed by the provisions of Section 4.5.1, above.

4.5.3 Notwithstanding any contrary provision herein, Tenant shall pay prior to delinquency any (i) rent tax or sales tax, service tax, transfer tax or value added tax, or any other applicable tax on the rent or services herein or otherwise respecting this Lease, (ii) taxes assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project; or (iii) taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

4.6 **Landlord's Books and Records**.

4.6.1 **In General**. In the event that Tenant disputes the amount of Additional Rent set forth in any annual Statement or Supplemental Statement delivered by Landlord, then subject to the terms of Section 4.6.2, below, Tenant shall have the right to cause a reputable, qualified, independent real estate services firm or audit/review company, working primarily on a non-contingency fee basis (individually and collectively, "**Tenant's Auditor**") to inspect, review and audit Landlord's accounting records for the Expense Year covered by such Statement during normal business hours ("**Tenant Review**"). As a condition precedent to any such inspection, Tenant shall cause such Tenant's Auditor to enter into a reasonable confidentiality agreement with Landlord, and to follow Landlord's reasonable rules and regulations relating to such inspection, and, in any event, Tenant and the Tenant's Auditor shall maintain in strict confidence any and all information obtained in connection with the Tenant Review and shall not disclose such information to any person or entity other than to the management personnel, lawyers, accountants, assignees and/or subtenants of Tenant (subject to such parties' agreement to maintain such information confidential as set forth herein). Any Tenant Review shall take place in Landlord's office or at such other location in San Mateo or Los Angeles County as Landlord may reasonably designate, and Landlord will provide Tenant with reasonable access to personnel as is reasonably necessary for the Tenant Review and reasonable use of such available office equipment, but may charge Tenant for telephone calls and photocopies at Landlord's actual cost, Tenant shall provide Landlord with not less than thirty (30) days' notice of its desire to conduct such Tenant Review. In connection with the foregoing review, Landlord shall furnish Tenant with such reasonable supporting documentation relating to the subject Statement as Tenant may reasonably request. In no event shall Tenant have the right to conduct such Tenant Review if Tenant is then in Default under the Lease with respect to any of Tenant's monetary obligations, including, without limitation, the payment by Tenant of all Additional Rent amounts described in the Statement which is the subject of Tenant's Review, which payment, at Tenant's election, may be made under dispute. In the event that following Tenant's Review, Tenant and Landlord continue to dispute the amounts of Additional Rent shown on Landlord's Statement and Landlord and Tenant are unable to resolve such dispute, then either Landlord or Tenant may submit the matter to arbitration pursuant to Article 22 of this Lease and the proper amount of the disputed items and/or categories of Direct Expenses to be shown on such Statement shall be determined by such proceeding producing an Arbitration Award (as defined in Article 22 below). The Arbitration Award shall be conclusive and binding upon both Landlord and Tenant. If the resolution of the parties' dispute with regard to the Additional Rent shown on the Statement or Supplemental Statement, pursuant to the Arbitration Award reveals an error in the calculation of Tenant's Share of Direct Expenses to be paid for such Expense Year, the parties' sole remedy shall be for the parties to make appropriate payments or reimbursements, as the case may be, to each other as are determined to be owing. Any such payments shall be made within thirty (30) days following the resolution of such dispute; provided that if Landlord fails to make such payment within such time period, Tenant may treat any overpayments resulting from the foregoing resolution of such parties' dispute as a credit against Rent until such amounts are otherwise paid by Landlord. Tenant shall be responsible for all costs and expenses associated with Tenant's Review, and Tenant shall be responsible for all reasonable audit fees of Tenant, as well as attorney's fees and related costs of both Landlord and Tenant relating to an Arbitration Award (collectively, the "**Costs**"), provided that if the parties' final resolution of the dispute involves the overstatement by Landlord of Direct Expenses for such Expense Year in excess of three percent (3%), then Landlord shall be responsible for all Costs. Subject to the terms of Section 4.6.2, below, this provision shall survive the termination of this Lease to allow the parties to enforce their respective rights hereunder.

4.6.2 **Termination of Rights**. In the event that, within twelve (12) months following receipt of any particular Statement Tenant or Landlord shall fail to either (i) fully and finally settle any dispute with respect to such Statement, or (ii) submit the dispute to arbitration in accordance with the terms of Section 4.6.1, above, then Tenant shall have no further right to conduct a Tenant Review with respect to the applicable Statement, or to dispute the amount of Additional Rent set forth in the applicable Statement; provided, however, that, that in no event shall the foregoing constitute a waiver by Tenant to pursue any fraud claims against Landlord pertaining to Direct Expenses to the extent allowable under Applicable Laws. Additionally, if following Tenant's delivery to Landlord of a written request for a Tenant Review, Landlord fails to make its accounting records for the applicable Expense Year reasonably available for such purpose in accordance with the terms of Section 4.6.1 above, then the review period set forth in this Section 4.6.2 shall be extended one (1) day for each day that Tenant and/or Tenant's Auditor, as the case may be, is so prevented from accessing such accounting records. In no event shall the payment by Tenant of any Direct Expense payment, or any amount on account thereof, preclude Tenant from exercising its rights under this Section 4.6.

ARTICLE 5

USE OF PREMISES

5.1 **Permitted Use**. Tenant shall use the Premises solely for the Permitted Use set forth in Section 7 of the Summary and Tenant shall not use or permit the Premises or the Project to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

5.2 **Prohibited Uses**. Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in **Exhibit D**, attached hereto, or in violation of the laws of the United States of America, the State of California, the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project, including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by Applicable Laws now or hereafter in effect, or the CC&Rs or Future CC&Rs. Tenant shall not do or permit anything to be done in or about the Premises which will in any way damage the reputation of the Project or use or allow the Premises to be used for any improper, unlawful or objectionable purpose. Tenant shall comply with, and Tenant's rights and obligations under the Lease and Tenant's use of the Premises shall be subject and subordinate to, all covenants, conditions and restrictions affecting the property, and reciprocal easement agreements affecting the property, and any agreements with transit agencies affecting the Property.

5.3 **Rooftop Rights**. At any time during the Lease Term, subject to the terms of this Lease, Tenant may install, at Tenant's sole cost and expense, communications dishes, antennae, or comparable communications equipment upon the roof of the Building, and make associated connections of Tenant's rooftop equipment to the Premises (all such equipment, installations and connections, collectively, the "**Telecommunications Equipment**"). Provided that Tenant continues to lease the entire Building (other than the Sign Utility Room) the use of such areas of the Building for the installation of the Telecommunications Equipment shall be for the sole use of Tenant in connection with its business operations in the Premises, and shall be without the payment of any additional Base Rent or Direct Expenses with respect thereto. The physical appearance and all specifications of the Telecommunications Equipment shall be subject to Landlord's reasonable approval, the location of any such installation of the Telecommunications Equipment shall be designated by Landlord (subject to Tenant's reasonable approval), and Landlord may require Tenant to install screening around such Telecommunications Equipment, at Tenant's sole cost and expense, as reasonably designated by Landlord. Tenant shall be responsible, at Tenant's sole cost and expense, for (i) obtaining all permits or other governmental approvals required in connection with the Telecommunications Equipment, (ii) installing, repairing and maintaining and causing the Telecommunications Equipment to comply with all Applicable Laws, and (iii) prior to the expiration or earlier termination of this Lease, removal of the Telecommunications Equipment and all associated wiring, and the restoration of all affected areas of the Building to the condition existing prior to the installation thereof, including restoration of any roof penetrations. In no event shall Tenant permit the Telecommunications Equipment to interfere with the systems of any building in the Project or any other communications equipment at or servicing any building in the Project.

5.4 **CC&Rs**. Tenant shall comply with all recorded covenants, conditions, and restrictions currently affecting the Project; specifically including, without limitation, that certain Declaration of Covenants, Conditions and Restrictions dated as of June 24, 1997, recorded on June 25, 1997, in the Official Records of San Mateo County, California, as Document No. 97-076680 (the "**CC&Rs**"). In the event that such CC&Rs are amended or replaced in the future (the "**Future CC&Rs**"), Tenant shall agree to approve, and subordinate this Lease to, such Future CC&Rs, provided that such Future CC&Rs do not adversely affect Tenant's rights or increase Tenant's obligations under this Lease.

ARTICLE 6

SERVICES AND UTILITIES

6.1 **Standard Tenant Services**. Landlord shall maintain and operate the Building in a manner at least materially consistent with the Comparable Buildings and otherwise in a first class manner. Landlord shall provide the following services on all days (unless otherwise stated below) during the Lease Term.

6.1.1 **HVAC**. Subject to limitations imposed by all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating and air conditioning ("**HVAC**") when necessary for normal comfort for normal office use in the Premises.

6.1.2 **Electricity**. Landlord shall provide adequate electrical service capacity to the Premises for Tenant's lighting fixtures and incidental use equipment, provided that (i) the connected electrical load does not exceed an average of 5.5 watts per rentable square foot of the Premises, and the electricity so furnished for incidental use equipment will be at a nominal one hundred twenty (120) volts and no electrical circuit for the supply of such incidental use equipment will require a current capacity exceeding twenty (20) amperes, and (ii) the electricity so furnished for Tenant's lighting will be at a nominal two hundred seventy-seven (277) volts, which electrical usage shall be subject to Applicable Laws and regulations, including Title 24. Tenant shall bear the cost of replacement of lamps, starters and ballasts for non-Building standard lighting fixtures within the Premises. Tenant's use of electricity shall never exceed the capacity of the feeders to the Project or the risers or wiring installation.

6.1.3 **Water**. Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes in the Building Common Areas.

6.1.4 **Janitorial**. Landlord shall provide janitorial services to the Premises five (5) days per week, except on the date of observation of the Holidays, in and about the Premises and window washing services in a manner consistent with Comparable Buildings (subject to the terms of Section 6.5, below).

6.1.5 Landlord shall provide non-attended automatic passenger elevator service.

6.1.6 Tenant may, at its own expense, install its own security system ("**Tenant's Security System**") in the Premises. Landlord and Tenant shall coordinate Tenant's Security System to provide that any Project security system and Tenant's Security System will operate on the same type of key card, so that Tenant's employees are able to use a single card for both systems. Tenant shall be solely responsible, at Tenant's sole cost and expense, for the installation, monitoring, operation and removal of Tenant's Security System.

Tenant shall cooperate fully with Landlord at all times and abide by all reasonable regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems.

6.2 **Overstandard Tenant Use**. Tenant shall not, without Landlord's prior written consent, use heat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than Building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Premises by Landlord pursuant to the terms of Section 6.1 of this Lease (provided that that Landlord expressly acknowledges and agrees that Landlord's consent shall not be required for typical quantities of typical office desktop computers, copiers, and other, similar typical office

equipment ("**Customary Tenant Equipment**")). If Tenant uses water, electricity, heat or air conditioning in excess of that supplied by Landlord pursuant to Section 6.1 of this Lease, Tenant shall pay to Landlord, within thirty (30) days following billing, the incremental actual cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption; and Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord, on demand, at the rates charged by the public utility company furnishing the same, including the cost of installing, testing and maintaining of such additional metering devices. Tenant's use of electricity shall never exceed the capacity of the feeders to the Project or the risers or wiring installation, and Tenant shall not install or use or permit the installation or use of any computer or electronic data processing equipment in the Premises, without the prior written consent of Landlord, which consent shall not be withheld or delayed except to the extent a "Design Problem," as that term is defined in Section 8.1 of this Lease, is created (provided that Landlord's consent shall not be required for Customary Tenant Equipment).

6.3 **Tenant HVAC System**. As a part of its Tenant Improvements (as defined in Section 2.1 of the Tenant Work Letter) and subject to the terms of the Tenant Work Letter, Tenant, at its sole expense, may install a supplemental HVAC system in the Premises for the purpose of providing supplemental air-conditioning to the Premises (the "Tenant **HVAC** System"). All aspects of the Tenant HVAC System (including, but not limited to, any connection to the Building's chilled water system) shall be subject to Landlord's prior written approval, which approval shall not be withheld or conditioned except to the extent a Design Problem exists, or delayed beyond five (5) business days. If required for such purpose, Tenant may connect into the Building's chilled water system, if and to the extent that Tenant's use of chilled water pursuant to this Section 6.3 will not materially, adversely affect the chilled water system of the Building, as determined by Landlord in Landlord's reasonable discretion. At Landlord's election prior to the expiration or earlier termination of this Lease, Tenant shall leave the Tenant HVAC System in the Premises upon the expiration or earlier termination of this Lease, in which event the Tenant HVAC System shall be surrendered with the Premises upon the expiration or earlier termination of this Lease, and Tenant shall thereafter have no further rights with respect thereto. In the event that Landlord fails to elect to have the Tenant HVAC System left in the Premises upon the expiration or earlier termination of this Lease, then Tenant shall remove the Tenant HVAC System upon the expiration or earlier termination of this Lease, and repair all damage to the Building resulting from such removal, at Tenant's sole cost and expense. Tenant shall be solely responsible, at Tenant's sole cost and expense, for the monitoring, operation, repair, replacement, and removal (subject to the foregoing terms of this Section 6.3), of the Tenant HVAC System, and in no event shall the Tenant HVAC System interfere with Landlord's operation of the Building. Any reimbursements owing by Tenant to Landlord pursuant to this Section 6.3 shall be payable by Tenant as Additional Rent within ten (10) business days of Tenant's receipt of an invoice therefor.

6.4 **Interruption of Use**. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise (except as specifically set forth in Section 19.5.2 of this Lease), for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by breakage, repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause beyond Landlord's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent (except as specifically set forth in Section 19.5.2 of this Lease) or performing any of its obligations under this Lease.

6.5 **Tenant Janitorial**. Tenant shall have the right, by giving not less than forty-five (45) days prior written notice to Landlord, to elect to provide its own janitorial services to the Premises. In the event that Tenant elects to provide its own janitorial service as provided above, Landlord shall not be required to provide any janitorial services for the Premises. Consequently, Tenant shall be solely responsible for performing all janitorial services and other cleaning of the Premises appropriate to maintain the Premises in a manner consistent the remainder of the Building and with Comparable Buildings, and in accordance with (i) Landlord's janitorial specifications and reasonable rules and regulations relating to such janitorial services, (ii) Landlord's standard janitorial schedule for the Building as set forth from time to time, and (iii) all Applicable Laws. If requested by Landlord, Tenant shall promptly present a cleaning and maintenance schedule to Landlord for approval, and shall clean and maintain the Premises in accordance with such schedule. Tenant shall notify Landlord in writing of the identity of each and every party engaged by Tenant to perform the cleaning services provided for herein (collectively, "**Tenant's Janitors**"). Tenant's Janitors

shall be union, in compliance with then applicable union agreements. Tenant shall be responsible for ensuring that Tenant's Janitors do not interfere with the janitorial services provided by Landlord at the Project. Tenant shall ensure that Tenant's Janitors have appropriate insurance coverage approved by Landlord in advance prior to any entry of the Premises by Tenant's Janitors. Landlord shall be named as an additional insured on each of such policies of insurance. Landlord shall permit Tenant's Janitors reasonable ingress and egress to the Premises, provided Landlord shall have no liability for any acts or omissions of Tenant's Janitors. During any period that Tenant is providing janitorial service to the Premises as provided above, Landlord will not include any janitorial costs relating to tenant premises in Operating Expenses.

ARTICLE 7

REPAIR AND MAINTENANCE

Tenant shall, at Tenant's own expense, keep the Premises, including all improvements, fixtures, furnishings, and systems and equipment therein (including, without limitation, plumbing fixtures and equipment such as dishwashers, garbage disposals, and insta-hot dispensers), and the floor or floors of the Building on which the Premises is located, in good order, repair and condition at all times during the Lease Term. In addition, Tenant shall, at Tenant's own expense, but under the supervision and subject to the prior approval of Landlord, and within any reasonable period of time specified by Landlord, promptly and adequately repair all damage to the Premises and replace or repair all damaged, broken, or worn fixtures and appurtenances, except for damage caused by ordinary wear and tear or beyond the reasonable control of Tenant; provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including a percentage of the cost thereof (to be uniformly established for the Building and/or the Project) sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Notwithstanding the foregoing, Landlord shall be responsible for repairs to the exterior walls, foundation and roof of the Building, the structural portions of the floors of the Building (the "**Building Structure**"), and the "Base Building" (as that term is defined in Section 8.2, below) systems and equipment (including the Base Building HVAC, mechanical, electrical, plumbing and vertical transportation system of the Building that existed as of July 1, 2015) (the "**Building Systems**") (the cost of which shall be included in Operating Expenses to the extent allowed pursuant to Section 4.2.4, above), except to the extent that such repairs are required due to the negligence or willful misconduct of Tenant; provided, however, that if such repairs are due to the negligence or willful misconduct of Tenant, Landlord shall nevertheless make such repairs at Tenant's expense, or, if covered by Landlord's insurance, Tenant shall only be obligated to pay any deductible in connection therewith. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements or additions to all or any portion of the Premises, the Base Building, the Base Building systems, or the Project as Landlord shall desire or deem necessary, or as Landlord may be required to do under Applicable Laws, or by governmental or quasi-governmental authority, or by court order or decree. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

7.1 **Tenant's Right to Make Repairs**. Notwithstanding any of the terms set forth in this Lease to the contrary, if Tenant provides notice to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance required on any full floor of the Building leased by Tenant, including repairs to the Building Structure and/or Building System servicing such floors or elsewhere if they adversely affect Tenant's use of its Premises, which event or circumstance materially or adversely affects the conduct of Tenant's business from the Premises, and Landlord fails to commence corrective action within a reasonable period of time, given the circumstances, after the receipt of such notice, but in any event not later than thirty (30) days after receipt of such notice, then Tenant may proceed to take the required action upon delivery of an additional ten (10) business days' notice to Landlord specifying that Tenant is taking such required action (provided, however, that the initial thirty (30) day notice and the subsequent ten (10) business day notice shall not be required in the event of an "Emergency," as that term is defined, below, provided that notice reasonable under the circumstances shall be required in the event of an Emergency) and if such action was required under the terms of this Lease to be taken by Landlord and was not commenced by Landlord within such ten (10) business day period and thereafter diligently pursued to completion, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in taking such action plus interest thereon at the Interest Rate. In the event Tenant takes such action, Tenant shall use only those contractors used by Landlord in the Building for work unless such contractors are unwilling or unable to perform,

or timely perform, such work, in which event Tenant may utilize the services of any other qualified contractor which normally and regularly performs similar work in Comparable Buildings. Promptly following completion of any work taken by Tenant pursuant to the terms of this Section 7.2, Tenant shall deliver a detailed invoice of the work completed, the materials used and the costs relating thereto. If Landlord does not deliver a detailed written objection to Tenant within thirty (30) days after receipt of an invoice from Tenant, then Tenant shall be entitled to deduct from Rent payable by Tenant under this Lease, the amount set forth in such invoice. If, however, Landlord delivers to Tenant, within thirty (30) days after receipt of Tenant's invoice, a written objection to the payment of such invoice, setting forth with reasonable particularity Landlord's reasons for its claim that such action did not have to be taken by Landlord pursuant to the terms of this Lease or that the charges are excessive (in which case Landlord shall pay the amount it contends would not have been excessive), then Tenant shall not then be entitled to such deduction from Rent, but Tenant may proceed to claim a default by Landlord under this Lease and/or submit the dispute to arbitration. If Tenant prevails in such claim, the amount of the award (which shall include interest at the Interest Rate from the time of each expenditure by Tenant until the date Tenant receives such amount by payment or offset and attorneys' fees and related costs) may be deducted by Tenant from the Rent next due and owing under this Lease. For purposes of this Section 7.2, an "**Emergency**" shall mean an event threatening immediate and material danger to people located in the Building or immediate, material damage to the Building, Building Systems, Building Structure, Tenant Improvements, or Alterations, or creates a realistic possibility of an immediate and material interference with, or immediate and material interruption of a material aspect of, Tenant's business operations at the Premises.

ARTICLE 8

ADDITIONS AND ALTERATIONS

8.1 **Landlord's Consent to Alterations**. Tenant may not make any improvements, alterations, additions or changes to the Premises or any electrical, mechanical, plumbing or HVAC facilities or systems pertaining to the Premises (collectively, the "**Alterations**") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than fifteen (15) days prior to the commencement thereof, and which consent shall not be withheld by Landlord except to the extent a "Design Problem", as that term is defined, below, exists. A "**Design Problem**" is defined as, and will be deemed to exist if such Alteration may (i) affect the exterior appearance of the Premises or Building; (ii) adversely affect the Building Structure; (iii) adversely affect the Building Systems; (iv) unreasonably interfere with any other occupant's normal and customary office operation, or (v) fail to comply with Applicable Laws. Notwithstanding the foregoing, Tenant shall be permitted to make Alterations following ten (10) business days' notice to Landlord, but without Landlord's prior consent, to the extent that such Alterations do not contain a Design Problem or "Specialty Alteration", as defined in Section 8.5, below, or require a building or construction permit. The construction of the initial improvements to the Premises shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 8.

8.2 **Manner of Construction**. Landlord may impose, as a condition of its consent to any and all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, subcontractors, materials, mechanics and materialmen selected by Tenant from a list provided and approved by Landlord, the requirement that upon Landlord's request, Tenant shall, at Tenant's expense, remove such Alterations upon the expiration or any early termination of the Lease Term (subject to the terms of Section 8.5, below). Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the City of San Carlos, all in conformance with Landlord's construction rules and regulations; provided, however, that prior to commencing to construct any Alteration, Tenant shall meet with Landlord to discuss Landlord's design parameters and code compliance issues. In the event Tenant performs any Alterations in the Premises which require or give rise to governmentally required changes to the "Base Building", then Landlord shall, at Tenant's expense, make such changes to the Base Building. The "**Base Building**" shall include the structural portions of the Building, and the public restrooms, elevators, exit stairwells and the systems and equipment located in the internal core of the Building on the floor or floors on which the Premises is located. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Project or any portion thereof, by any other tenant of the Project, and so as not to obstruct the business of Landlord or other tenants in the Project. Tenant shall not use (and upon notice from Landlord shall cease using) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with

the workforce or trades engaged in performing other work, labor or services in or about the Building or the Common Areas. In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of San Mateo in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to the Project construction manager a reproducible copy of the "as built" drawings of the Alterations as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations.

8.3 **Payment for Improvements**. If payment is made by Tenant directly to contractors, Tenant shall (i) comply with Landlord's requirements for final lien releases and waivers in connection with Tenant's payment for work to contractors, and (ii) sign Landlord's standard contractor's rules and regulations. If Tenant orders any work directly from Landlord, Tenant shall pay to Landlord an amount equal to five percent (5%) of the cost of such work to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work. If Tenant does not order any work directly from Landlord, Tenant shall reimburse Landlord for Landlord's reasonable, actual, out-of-pocket costs and expenses actually incurred in connection with Landlord's review of such work.

8.4 **Construction Insurance.** In addition to the requirements of Article 10 of this Lease, in the event that Tenant makes any Alterations, prior to the commencement of such Alterations, Tenant shall provide Landlord with evidence that Tenant carries "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee.

8.5 **Landlord's Property**. All Alterations, improvements, fixtures, equipment and/or appurtenances which may be installed or placed in or about the Premises, from time to time, shall be at the sole cost of Tenant (except as specifically provided in this Lease to the contrary) and shall be and become the property of Landlord, except that Tenant may remove any Alterations, improvements, fixtures and/or equipment which Tenant has installed, provided Tenant repairs any damage to the Premises and Building caused by such removal. Furthermore, Landlord may, by written notice to Tenant prior to the end of the Lease Term, or given following any earlier termination of this Lease, require Tenant, at Tenant's expense, to remove any Alterations and/or improvements and/or systems and equipment within the Premises and to repair any damage to the Premises and Building caused by such removal. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations and/or improvements and/or systems and equipment in the Premises, Landlord may do so and may charge the cost thereof to Tenant. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such Alterations, improvements, fixtures and/or equipment in, on or about the Premises, which obligations of Tenant shall survive the expiration or earlier termination of this Lease. Notwithstanding anything in this Lease (including this Section 8.5 and Section 15.2) to the contrary, Tenant shall not be obligated to remove any improvements or alterations that constitute typical and customary general office tenant improvements, other than "Specialty Alterations" as defined below, nor shall Tenant be obligated to repaint, repair or replace wall and floor coverings, patch or repair small holes in walls and floors or remove cabling, wiring or conduits ("**Surrender Exceptions**"). As used herein, "**Specialty Alterations**" shall mean any of the following: (a) any internal stairwells; (b) decorative water features; (c) raised flooring; (d) conveyors and dumbwaiters; (e) safes and vaults or rolling files, (f) any Alterations or Tenant Improvements which (i) perforate a floor slab in the Premises or a wall that encloses/encapsulates the Building structure, (ii) require the installation of a raised flooring system, (iii) involve material plumbing connections (such as full kitchens, as opposed to kitchenettes or coffee stations, and executive bathrooms) outside of the Building core, or (iv) require material changes to the Base Building.

ARTICLE 9

COVENANT AGAINST LIENS

Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least fifteen (15) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under Applicable Laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) business days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Building or Premises arising in connection with any such work or respecting the Premises not performed by or at the request of Landlord shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Project, Building and Premises.

ARTICLE 10

INSURANCE

10.1 **Indemnification and Waiver**. Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever (including, but not limited to, any personal injuries resulting from a slip and fall in, upon or about the Premises) and agrees that Landlord, its managers, members, and their respective officers, agents, servants, employees, and independent contractors (collectively, **"Landlord Parties")** shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant. Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the Premises (including, but not limited to, a slip and fall), any acts, omissions or negligence of Tenant or of any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, invitees, guests or licensees of Tenant or any such person, in, on or about the Project or any breach of the terms of this Lease, either prior to, during, or after the expiration of the Lease Term, provided that the terms of the foregoing indemnity shall not apply to the negligence or willful misconduct of Landlord. Should any Landlord Parties be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy of the Premises, Tenant shall pay to Landlord its costs and expenses incurred in such suit, including without limitation, its actual professional fees such as reasonable appraisers', accountants' and attorneys' fees. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10.2 **Tenant's Compliance With Landlord's Fire and Casualty Insurance**. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.3 **Tenant's Insurance**. Tenant shall maintain the following coverages in the following amounts.

10.3.1 Commercial General Liability Insurance on an occurrence form covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities (covering the performance by Tenant of its indemnity agreements) including products and completed operations coverage and a Broad Form endorsement covering the insuring

provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 10.1 of this Lease, for limits of liability not less than:

Bodily Injury and Property Damage Liability	$5,000,000 each occurrence $5,000,000 annual aggregate (Provided that such limits can be reached by a combination for primary and umbrella policies)
Personal Injury Liability	$5,000,000 each occurrence $5,000,000 annual aggregate 0% Insured's participation (Provided that such limits can be reached by a combination for primary and umbrella policies)

10.3.2 Physical Damage Insurance covering (i) all office furniture, business and trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, (ii) the "Tenant Improvements," as that term is defined in the Tenant Work Letter, and any other improvements which exist in the Premises as of the Lease Commencement Date (excluding the Base Building) (the "**Original Improvements**"), and (iii) all other improvements, alterations and additions to the Premises. Such insurance shall be written on a "special form" of physical loss or damage basis, for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items with no co-insurance, and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage, including sprinkler leakage, bursting or stoppage of pipes, and explosion.

10.3.3 Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

10.4 **Form of Policies**. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, and any other party the Landlord so specifies, as an additional insured, including Landlord's managing agent, if any; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 10.1 of this Lease; (iii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and qualified to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; and (v) provide that said insurance shall not be canceled or coverage changed so that it does not comply with the requirements of this Lease unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord, provided, however that this advance notice provision shall not apply to the annual renewal of policies in the ordinary course of business of the substitution of policies in the event of a change of control of Tenant. Tenant shall deliver certificates evidencing such policies to Landlord on or before the Lease Commencement Date and within ten (10) business days after the expiration dates thereof. Further, Landlord shall have the right, from time to time, to request in writing copies of policies of Tenant's insurance required hereunder, which Tenant shall thereafter provide within fifteen (15) business days. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of bills therefor, provided that Landlord shall provide written notice to Tenant, and with a copy of such notice addressed to "General Counsel", at the Premises, at least ten (10) days in advance informing Tenant that Landlord is electing to procure such policies for the account of Tenant.

10.5 **Subrogation**. Landlord and Tenant intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. The parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

10.6 **Additional Insurance Obligations**. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10 and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord, but in no event in excess of the amounts and types of insurance then being required by landlords of buildings comparable to and in the vicinity of the Building.

ARTICLE 11

DAMAGE AND DESTRUCTION

11.1 **Repair of Damage to Premises by Landlord**. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment (not to exceed ninety (90) days) or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the Base Building and such Common Areas. Such restoration shall be to substantially the same condition of the Base Building and the Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building or Project or any other modifications to the Common Areas deemed desirable by Landlord, which are consistent with the character of the Project, provided that access to the Premises and any common restrooms serving the Premises shall not be materially impaired. Upon the occurrence of any damage to the Premises, if this Lease has not terminated, Tenant shall, at its sole cost and expense, repair any injury or damage to the Tenant Improvements and the Original Improvements installed in the Premises and shall return such Tenant Improvements and Original Improvements to their original condition. Prior to the commencement of construction, Tenant shall submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, and the Premises is not occupied by Tenant as a result thereof, then during the time and to the extent the Premises is unfit for occupancy, the Rent shall be abated in proportion to the ratio that the amount of rentable square feet of the Premises which is unfit for occupancy for the purposes permitted under this Lease bears to the total rentable square feet of the Premises. Tenant's right to rent abatement pursuant to the preceding sentence shall terminate as of the date which is reasonably determined by Landlord to be the date Tenant should have completed repairs to the Premises, and installed its FF&E and personal property, assuming Tenant used reasonable due diligence in connection therewith.

11.2 **Landlord's Option to Repair**. Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises, Building and/or Project, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of the damage, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises, but Landlord may so elect only if the Building or Project shall be damaged by fire or other casualty or cause, whether or not the Premises is affected, and one or more of the following conditions is present: (i) in Landlord's reasonable judgment, repairs cannot reasonably be completed within one hundred eighty (180) days after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the damage is not fully covered (except for any deductibles) by Landlord's insurance policies (unless Tenant agrees to pay for the uninsured cost of repairs) and Landlord elects not to repair such damage; or (iii) the damage occurs during the last twelve (12) months of the Lease Term; provided, however, that if Landlord does not elect to terminate this Lease pursuant to Landlord's termination right as provided above, and the repairs cannot, in the reasonable opinion of Landlord, be completed within one hundred eighty (180) days after being commenced, Tenant may elect, no earlier than sixty (60) days after the date of the damage and not later than ninety (90) days after the date of such damage, to terminate this Lease by written notice to Landlord effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant.

11.3 **Waiver of Statutory Provisions.** The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or the Project, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Project.

ARTICLE 12

NONWAIVER

No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment. Tenant's payment of any Rent hereunder shall not constitute a waiver by Tenant of any breach or default by Landlord under this Lease nor shall Landlord's payment of monies due Tenant hereunder constitute a waiver by Landlord of any breach or Default by Tenant under this Lease.

ARTICLE 13

CONDEMNATION

If the whole or any part of the Premises, Building or Project shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Project, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if access to the Premises is substantially impaired, in each case for a period in excess of one hundred eighty (180) days, Tenant shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of such taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to Landlord, its ground lessor with respect to the Building or Project or its mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of such termination. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure. Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and the Additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

14.1 **Transfers.** Tenant shall not, without the prior written consent of Landlord (except as otherwise provided in Section 14.8, below), which consent shall not be unreasonably withheld, assign, sublease, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees and contractors (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**"), and any such Transferee approved by Landlord shall be referred to as an "**Approved Transferee**". If Tenant desires Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "**Transfer Notice**") shall include (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "**Subject Space**"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including calculation of the "Transfer Premium", as that term is defined in Section 14.3 below, in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing executed and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, provided that Landlord shall have the right to require Tenant to utilize Landlord's standard Transfer documents in connection with the documentation of such Transfer, (iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, business credit and personal references and history of the proposed Transferee and any other information reasonably required by Landlord which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and (v) an executed estoppel certificate from Tenant in the form attached hereto as **Exhibit E**. Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's reasonable review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord, within thirty (30) days after written request by Landlord.

14.2 **Landlord's Consent.** Except as expressly set forth below, Landlord may withhold its consent to any proposed Transfer (including, without limitation, a mortgage, pledge, hypothecation, encumbrance or lien) in Landlord's sole and absolute discretion. Landlord shall not unreasonably withhold or delay its consent to any proposed Transfer of the Subject Space by assignment or sublease to the Transferee on the terms specified in the Transfer Notice. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

14.2.1 The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or the Project;

14.2.2 The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

14.2.3 The Transferee is either a governmental agency or instrumentality thereof or a non-profit organization (unless Landlord is then leasing space in the Project to such entity);

14.2.4 The proposed Transfer is an assignment of Tenant's interest in the Lease, and the Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Transfer on the date consent is requested;

14.2.5 The proposed Transfer would cause a violation of another lease for space in the Project, or would give an occupant of the Project a right to cancel its lease; or

14.2.6 Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, is negotiating with Landlord or has negotiated with Landlord during the one (1) month period immediately preceding the date Landlord receives the Transfer Notice, to lease space in the Project.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2 (and does not exercise any recapture rights Landlord may have under Section 14.4 of this Lease), Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six-month period, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, or (ii) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture, if any, under Section 14.4 of this Lease). Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a suit for contract damages (other than damages for injury to, or interference with, Tenant's business including, without limitation, loss of profits, however occurring) or declaratory judgment and an injunction for the relief sought, and Tenant hereby waives all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all Applicable Laws, on behalf of the proposed Transferee.

14.3 **Transfer Premium**. If Landlord consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any "Transfer Premium," as that term is defined in this Section 14.3, received by Tenant from such Transferee; provided, however, that Tenant shall not be required to pay to Landlord any Transfer Premium until such time as Tenant has recovered all applicable "Transfer Costs," as that term is defined in this Section 14.3, it being understood that if in any year the gross revenues, less the deductions set forth and included in Transfer Costs, are less than any and all costs actually paid in assigning or subletting the affected space (collectively "**Transaction Costs**"), the amount of the excess Transaction Costs shall be carried over to the next year and then deducted from net revenues with the procedure repeated until a Transfer Premium is achieved. "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of the Rent and Additional Rent payable by Tenant under this Lease during the term of the Transfer on a per rentable square foot basis if less than all of the Premises is transferred, after deducting the reasonable expenses incurred by Tenant for (i) any changes, alterations and improvements to the Premises in connection with the Transfer, (ii) any free base rent reasonably provided to the Transferee, (iii) any brokerage commissions in connection with the Transfer, (iv) any lease takeover incurred by Tenant in connection with the Transfer; (v) out-of-pocket costs of advertising the space subject to the Transfer, (vi) any improvement allowance or other economic concessions paid by Tenant to the Transferee in connection with the Transfer; and (vii) reasonable attorneys' fees incurred by Tenant in connection with the Transfer; and (viii) the aggregate amount of Base Rent and Additional Rent paid by Tenant during the period prior to the commencement of the term of the Transfer during which Tenant does not occupy the Subject Space, commencing on and after the Downtime Start Date (as defined below) (collectively, "**Transfer Costs**"). The "**Downtime Start Date**" shall mean the later of (A) the date which Tenant vacates and does not reoccupy the Subject Space and delivers notice of the same to Landlord, and (B) the date Tenant enters into a listing agreement for the Subject Space with a reputable broker, and provides Landlord with notice thereof. "Transfer Premium" shall also include, but not be limited to, key money, bonus money or other cash consideration paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer. The determination of the amount of Landlord's applicable share of the Transfer Premium shall be made on a monthly basis as rent or other consideration is received by Tenant under the Transfer, after Tenant has first recovered its Transfer Costs,.

14.4 **Landlord's Option as to Subject Space**. Notwithstanding anything to the contrary contained in this Article 14, in the event Tenant contemplates a Transfer of the entire Premises for substantially all of the then remaining Lease Term, Tenant shall give Landlord notice (the "**Intention to Transfer Notice**") of such contemplated Transfer (whether or not the contemplated Transferee or the terms of such contemplated Transfer have been determined). The Intention to Transfer Notice shall specify the portion of and amount of rentable square feet of the Premises which Tenant intends to Transfer (the "**Contemplated Transfer Space**"), the contemplated date of commencement of the Contemplated Transfer (the "**Contemplated Effective Date**"), and the contemplated length of the term of such contemplated Transfer, and shall specify that such Intention to Transfer Notice is delivered to Landlord pursuant to this Section 14.4 in order to allow Landlord to elect to recapture the Contemplated Transfer Space. Thereafter, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Intention to Transfer Notice, to recapture the Contemplated Transfer Space. Such recapture shall cancel and terminate this Lease with respect to such Contemplated Transfer Space as of the Contemplated Effective Date. If Landlord declines, or fails to elect in a timely manner, to recapture such Contemplated Transfer Space under this Section 14.4, then, subject to the other terms of this Article 14, for a period of six (6) months (the "**Six Month Period**") commencing on the last day of such thirty (30) day period, Landlord shall not have any right to recapture the Contemplated Transfer Space with respect to any Transfer made during the Six Month Period, provided that any such Transfer is substantially on the terms set forth in the Intention to Transfer Notice, and provided further that any such Transfer shall be subject to the remaining terms of this Article 14. If such a Transfer is not so consummated within the Six Month Period (or if a Transfer is so consummated, then upon the expiration of the term of any Transfer of such Contemplated Transfer Space consummated within such Six Month Period), Tenant shall again be required to submit a new Intention to Transfer Notice to Landlord with respect any contemplated Transfer, as provided above in this Section 14.4.

14.5 **Effect of Transfer**. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space. In the event that Tenant subleases all or any portion of the Premises in accordance with the terms of this Article 14, Tenant shall cause such subtenant to carry and maintain the same insurance coverage terms and limits as are required of Tenant, in accordance with the terms of Article 10 of this Lease. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than two percent (2%), Tenant shall pay Landlord's costs of such audit.

14.6 **Intentionally Omitted**.

14.7 **Occurrence of Default**. Any Transfer hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any Transfer, Landlord shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee attorn to and recognize Landlord as its landlord under any such Transfer. If Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant. Upon any assignment, the assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

14.8 **Deemed Consent Transfers.** Notwithstanding anything to the contrary contained in this Lease, (A) an assignment or subletting of all or a portion of the Premises to an affiliate of Tenant (an entity which is controlled by, controls, or is under common control with, Tenant as of the date of this Lease), (B) a sale of corporate shares of capital stock in Tenant in connection with an initial public offering of Tenant's stock on a nationally-recognized stock exchange, (C) an assignment of the Lease to an entity which acquires all or substantially all of the stock or assets of Tenant, or (D) an assignment of the Lease to an entity which is the resulting entity of a merger or consolidation of Tenant during the Lease Term, shall not be deemed a Transfer requiring Landlord's consent under this Article 14 (any such assignee or sublessee described in items (A) through (D) of this Section 14.8 is hereinafter referred to as a "**Permitted Transferee**"), provided that (i) Tenant notifies Landlord at least thirty (30) days prior to the effective date of any such assignment or sublease and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such Transfer or Permitted Transferee as set forth above, (ii) Tenant is not in default, beyond the applicable notice and cure period, and such assignment or sublease is not a subterfuge by Tenant to avoid its obligations under this Lease, (iii) such Permitted Transferee shall be of a character and reputation consistent with the quality of the Building, (iv) such Permitted Transferee shall have a tangible net worth (not including goodwill as an asset) computed in accordance with generally accepted accounting principles ("**Net Worth**") at least equal to the greater of (1) the Net Worth of Original Tenant on the date of this Lease, and (2) the Net Worth of Tenant on the day immediately preceding the effective date of such assignment or sublease, (v) no assignment or sublease relating to this Lease, whether with or without Landlord's consent, shall relieve Tenant from any liability under this Lease, and (vi) the liability of such Permitted Transferee under either an assignment or sublease shall be joint and several with Tenant. An assignee of Tenant's entire interest in this Lease who qualifies as a Permitted Transferee may also be referred to herein as a "**Permitted Transferee Assignee.**" "**Control,**" as used in this Section 14.8, shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of more than fifty percent (50%) of the voting interest in, any person or entity.

ARTICLE 15

SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

15.1 **Surrender of Premises**. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such sublessees or subtenancies.

15.2 **Removal of Tenant Property by Tenant.** Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of Section 8.5 above and this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

ARTICLE 16

HOLDING OVER

If Tenant holds over for more than thirty (30) days after the expiration of the Lease Term or earlier termination thereof, such tenancy shall be a tenancy at sufferance, and shall not constitute a renewal hereof or an extension for any further term, and in such case Rent shall be payable at a daily rate equal to the product of (i) the daily Rent applicable during the last unabated rental period of the Lease Term under this Lease, and (ii) a percentage equal to 125% during the first three (3) months immediately following the expiration or earlier termination of the Lease Term, and 150% thereafter. Such tenancy shall be subject to every other applicable term, covenant and agreement contained herein. Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. If Tenant holds over without Landlord's express written consent, and tenders payment of rent for any period beyond the expiration of the Lease Term by way of check (whether directly to Landlord, its agents, or to a lock box) or wire transfer, Tenant acknowledges and agrees that the cashing of such check or acceptance of such wire shall be considered inadvertent and not be construed as creating a month-to-month tenancy, provided Landlord refunds such payment to Tenant promptly upon learning that such check has been cashed or wire transfer received. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises within one (1) month after the termination or expiration of this Lease, then in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom. Tenant agrees that any proceedings necessary to recover possession of the Premises, whether before or after expiration of the Lease Term, shall be considered an action to enforce the terms of this Lease for purposes of the awarding of any attorney's fees in connection therewith.

ARTICLE 17

ESTOPPEL CERTIFICATES

Within ten (10) business days following a request in writing by Landlord or Tenant, Tenant or Landlord, as the case may be, shall execute, acknowledge and deliver to the requesting party (the "**Requesting Party**") an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of **Exhibit E**, attached hereto (or such other form as may be required by any prospective mortgagee or purchaser of the Project, or any portion thereof, or any assignee or sublessee), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by the Requesting Party or Landlord's mortgagee or prospective mortgagee, or Tenant's Transferee, as the case may be. Appropriate modification shall be made to **Exhibit E** when Tenant is the Requesting Party. Any such certificate may be relied upon by any prospective mortgagee or purchaser of all or any portion of the Project or any assignee or sublessee or any transferee under Section 14.8. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. At any time during the Lease Term, but only in connection with a sale, financing or refinancing of the Project or any portion thereof or interest therein, Landlord may require Tenant to provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

ARTICLE 18

SUBORDINATION

As of the date hereof, the Project is not subject to any mortgage, deed of trust or ground lease. This Lease shall be subject and subordinate to all future ground or underlying leases of the Building or Project and to the lien of any mortgage, trust deed or other encumbrances hereafter in force against the Building or Project or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attorn, without any deductions or set-offs whatsoever, to the lienholder or purchaser or any successors thereto upon any such foreclosure

sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant timely pays the rent and observes and performs the terms, covenants and conditions of this Lease to be observed and performed by Tenant. Notwithstanding the foregoing, Tenant's obligation to allow this Lease to be subordinated to any future mortgages, trust deeds or other encumbrances, shall be conditioned upon Tenant's receipt of a commercially reasonable form of subordination, non-disturbance and attornment agreement from the holder of any such future encumbrance, which recognizes Tenant's express offset rights under this Lease. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within ten (10) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

ARTICLE 19

DEFAULTS; REMEDIES

19.1 **Events of Default**. The occurrence of any of the following shall constitute a default of this Lease by Tenant ("**Default**"):

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due unless such failure is cured within five (5) business days after the date that Tenant receives notice from Landlord that such amount was not paid when due; or

19.1.2 Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a Default by Tenant under this Section 19.1.2, any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided that if the nature of such Default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in Default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such Default; or

19.1.3 The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17 or 18 of this Lease, where such failure continues for more than five (5) business days after notice from Landlord; or

The notice periods provided herein are in addition to, and not in lieu of any notice periods provided by law.

19.2 **Remedies Upon Default**. Upon the occurrence of any event of Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct,separate and cumulative, but not duplicative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, but not duplicative, without any notice or demand whatsoever except as expressly set forth in this Lease.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of the unpaid rent which has been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Law.

The term "rent" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 19.2.1(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Article 25 of this Lease, but in no case greater than the maximum amount of such interest permitted by law. As used in Section 19.2.1(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.2.2 Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.2.3 Landlord shall at all times have the rights and remedies (which shall be cumulative, but not duplicative, with each other and cumulative and in addition to those rights and remedies available under Sections 19.2.1 and 19.2.2, above, or any law or other provision of this Lease), without prior demand or notice except as required by Applicable Law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

19.3 **Subleases of Tenant.** Whether or not Landlord elects to terminate this Lease on account of any Default by Tenant, as set forth in this Article 19, Landlord shall have the right, subject to the terms of Section 14.9, above, to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.4 **Efforts to Relet.** No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant.

19.5 **Landlord Default**.

19.5.1 **General.** Notwithstanding anything to the contrary set forth in this Lease, Landlord shall not be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease unless Landlord fails to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default under this Lease if it shall commence such performance within such thirty (30) day period and thereafter diligently pursue the same to completion. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity.

19.5.2 **Abatement of Rent**. In the event that Tenant is prevented from using, and does not use, the Premises or any portion thereof, as a result of (i) any repair, maintenance or alteration performed by Landlord, or which Landlord failed to perform, after the Lease Commencement Date and required by the Lease, which substantially interferes with Tenant's use of the Premises, (ii) any failure to provide services, utilities or access to the Premises as required by this Lease, (iii) any "Renovations," as that term is defined in Section 29.31 of this Lease, or (iv) damage and destruction under Article 11 of this Lease (such set of circumstances as set forth in items (i), (ii), (iii) or (iv), above, to be known as an "**Abatement Event**"**),** then Tenant shall give Landlord notice of such Abatement Event, and if such Abatement Event continues for five (5) consecutive business days after Landlord's receipt of any such notice (or such shorter period to the extent that any resulting rent abatement on such shorter period is covered by Landlord's insurance policies) (the "**Eligibility Period**"**),** then the Base Rent and Tenant's Share of Direct Expenses shall be abated or reduced, as the case may be, after expiration of the Eligibility Period for such time that Tenant continues to be so prevented from using, and does not use, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises; provided, however, in the event that Tenant is prevented from using, and does not use, a portion of the Premises for a period of time in excess of the Eligibility Period and the remaining portion of the Premises is not sufficient to allow Tenant to effectively conduct its business therein, and if Tenant does not conduct its business from such remaining portion, then for such time after expiration of the Eligibility Period during which Tenant is so prevented from effectively conducting its business therein, the Base Rent and Tenant's Share of Direct Expenses for the entire Premises shall be abated for such time as Tenant continues to be so prevented from using, and does not use, the Premises. If, however, Tenant reoccupies (other than to effectuate repairs or reinstate its FF&E and personal property) any portion of the Premises during such period, the Rent allocable to such reoccupied portion, based on the proportion that the rentable area of such reoccupied portion of the Premises bears to the total rentable area of the Premises, shall be payable by Tenant from the date Tenant reoccupies (other than to effectuate repairs or reinstate its FF&E and personal property) such portion of the Premises. Such right to abate Base Rent and Tenant's Share of Direct Expenses and Tenant's obligation to pay for parking shall be Tenant's sole and exclusive remedy at law or in equity for an Abatement Event except for Tenant's right to terminate this Lease for a Landlord Default or under Articles 11 or 13. Except as provided in Article 11, Article 13, and Section 19.5.2, nothing contained herein shall be interpreted to mean that Tenant is excused from paying Rent due hereunder.

19.6 **Non Waiver of Redemption by Tenant**. Landlord acknowledges that Tenant does not waive its rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's light of occupany; of the Premises after any termination of this Lease.

ARTICLE 20

COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, so long as no Default exists under this Lease, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

ARTICLE 21

SECURITY DEPOSIT

21.1 **Security Deposit.** Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") in the amount set forth in Section 8 of the Summary, as security for the faithful performance by Tenant of all of its obligations under this Lease. If Tenant Defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, the removal of property and the repair of resultant damage, Landlord may, without notice to Tenant, but shall not be required to apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default and Tenant shall, upon demand therefor, restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant, or, at Landlord's option, to the last assignee of Tenant's interest hereunder, within sixty (60) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any successor statute, and all other provisions of law, now or hereafter in effect, which (i) establish the time frame by which a landlord must refund a security deposit under a lease, and/or (ii) provide that a landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by a tenant or to clean the premises, it being agreed that Landlord may, in addition, claim those sums specified in this Section above and/or those sums reasonably necessary to compensate Landlord for any loss or damage caused by Tenant's default of the Lease, as amended hereby, including, but not limited to, all damages or rent due upon termination of Lease pursuant to Section 1951.2 of the California Civil Code.

ARTICLE 22

ARBITRATION

22.1 **General Submittals to Arbitration.** With the exception of the arbitration provisions which shall specifically apply to the determination of the Market Rent, the submittal of all matters to arbitration in accordance with the terms of this Article 22 is the sole and exclusive method, means and procedure to resolve any and all claims, disputes or disagreements arising under this Lease, including, but not limited to any matters relating to Landlord's failure to approve an assignment, sublease or other transfer of Tenant's interest in the Lease under Article 14 of this Lease, any other Defaults by Landlord, or any Tenant Default, except for (i) all claims by either party which (A) seek anything other than enforcement of rights under this Lease, or (B) are primarily founded upon matters of fraud, willful misconduct, bad faith or any other allegations of tortious action, and seek the award of punitive or exemplary damages, and (ii) claims relating to Landlord's exercise of any unlawful detainer rights pursuant to California law or rights or remedies used by Landlord to gain possession of the Premises or terminate Tenant's right of possession to the Premises, which disputes shall be resolved by suit filed in the Superior Court of San Mateo County, California, the decision of which court shall be subject to appeal pursuant to Applicable Law. The parties hereby irrevocably waive any and all rights to the contrary and shall at all times conduct themselves in strict, full, complete and timely accordance with the terms of this Article 22 and all attempts to circumvent the terms of this Article 22 shall be absolutely null and void and of no force or effect whatsoever. As to any matter submitted to arbitration (except with respect to the payment of money) to determine whether a matter would, with the passage of time, constitute a Default, such passage of time shall not commence to run until any such affirmative arbitrated determination, as long as it is simultaneously determined in such arbitration that the challenge of such matter as a potential Tenant Default or Landlord default was made in good faith. As to any matter submitted to arbitration with respect to the payment of money, to determine whether a matter would, with the passage of time, constitute a Default, such passage of time shall not commence to run in the event that the party which is obligated to make the payment does in fact make the payment to the other party. Such payment can be made "under protest," which shall occur when such payment is accompanied by a good faith notice stating the reasons that the party has elected to make a payment under protest. Such protest will be deemed waived unless the subject matter identified in the protest is submitted to arbitration as set forth in this Article 22.

22.2 **Arbitration Panel.** Within ninety (90) days after delivery of written notice ("**Notice of Dispute**") of the existence and nature of any dispute given by any party to the other party, and unless otherwise provided herein in any specific instance, the parties shall each: (i) appoint one (1) lawyer (the "Advocate Arbitrator") actively engaged in the licensed and full time practice of law, specializing in real estate leasing work, in the County of Los Angeles for a continuous period immediately preceding the date of delivery ("Dispute Date") of the Notice of Dispute of not less than ten (10) years, but who has at no time ever represented or acted on behalf of any of the parties, and (ii) deliver written notice of the identity of such lawyer and a copy of his or her written acceptance of such appointment and acknowledgment of an agreement to be bound by the time constraints and other provisions of this Section 22.2

("Acceptance") to the other party hereto. Each party shall have the right to consult with his or her Advocate Arbitrator prior to or subsequent to selection, but neither party may consult with the "Neutral Arbitrator," as that term is defined below, directly or indirectly, prior to or subsequent to the selection of the Neutral Arbitrator. In the event that any party fails to so act, such arbitrator shall be appointed pursuant to the same procedure that is followed when agreement cannot be reached as to the third arbitrator. Within ten (10) days after such appointment and notice, unless otherwise agreed to, the Advocate Arbitrators shall appoint a third lawyer (such third lawyer, the "**Neutral Arbitrator**", and, together with the first two (2) lawyers, "**Arbitration Panel**") of the same qualification and background and shall deliver written notice of the identity of such Neutral Arbitrator and a copy of his or her written Acceptance of such appointment to each of the parties. In the event that agreement cannot be reached on the appointment of a Neutral Arbitrator within such period, such appointment and notification shall be made as quickly as possible by the Presiding Judge of any court of competent jurisdiction, with consultation, as necessary, from any professional association of lawyers in existence for not less than ten (10) years at the time of such dispute or disagreement and the geographical membership boundaries of which extend to the County of Los Angeles. Any such court shall be entitled either to directly select such Neutral Arbitrator or to designate in writing, delivered to each of the parties, an individual who shall do so. In the event of any subsequent vacancies or inabilities to perform among the Arbitration Panel, the lawyer or lawyers involved shall be replaced in accordance with the provisions of this Article 22 as if such replacement was an initial appointment to be made under this Article 22, and, unless otherwise agreed, within the time constraints set forth in this Article 22, measured from the date of notice of such vacancy or inability, to the person or persons required to make such appointment, with all the attendant consequences of failure to act timely if such appointed person is a party hereto.

22.3 **Duty**. Consistent with the provisions of this Article 22, the members of the Arbitration Panel shall utilize their utmost skill and shall apply themselves diligently so as to hear and decide, by majority vote, the outcome and resolution of any dispute or disagreement submitted to the Arbitration Panel as promptly as possible, but in any event (unless otherwise agreed) on or before the expiration of thirty (30) days after the appointment of all the members of the Arbitration Panel. None of the members of the Arbitration Panel shall have any liability whatsoever for any acts or omissions performed or omitted in good faith pursuant to the provisions of this Article 22.

22.4 **Authority.** The Arbitration Panel shall (i) enforce and interpret the rights and obligations set forth in this Lease to the extent not prohibited by law, (ii) fix and establish any and all rules as it shall consider appropriate in its sole and absolute discretion to govern the proceedings before it, including any and all rules of discovery, procedure and/or evidence, and (iii) make and issue any and all orders, final or otherwise, and any and all awards, as a court of competent jurisdiction sitting at law or in equity could make an issue, including the awarding of monetary damages (but the Arbitration Panel shall not be empowered to award consequential damages to either party, nor to award punitive damages except in situations involving knowing fraud or egregious conduct condoned by, or performed by, the person who, in essence, occupies the position which is the equivalent of the chief executive officer of the party against whom damages are to be awarded), the awarding of reasonable attorneys' fees and costs in such manner as determined by the Arbitration Panel and the issuance of injunctive relief. The final award of the Arbitration Panel shall be in writing and shall state the bases of the award, and include findings of fact and conclusions of law. The final award of the Arbitration Panel as issued is hereinafter referred to as the "Arbitration Award". If the party against whom the award is issued complies with the award, within the time period established by the Arbitration Panel, then no Default will be deemed to have occurred, unless the Default pertained to the nonpayment of money by Tenant or Landlord, and Tenant or Landlord failed to make such payment under protest.

22.5 **Appeal.** The Arbitration Award shall be final and binding, and may be confirmed and entered as a judgment by any court of competent jurisdiction at the request of any party. Notwithstanding the foregoing or any California statute to the contrary, in addition to existing statutory or decisional grounds for vacating or modifying an arbitration award, the parties expressly agree and intend that the Arbitration Award, and/or the judgment entered as a result thereof, may be appealed to any appellate (or higher, when appropriate) court of competent jurisdiction or otherwise pursuant to the same procedures and on the same basis as a judgment issued by a judge in connection with a lawsuit filed in the Los Angeles Superior Court, or on the basis of a misapplication of Applicable Law or clearly erroneous findings of fact.

22.6 **Compensation.** Each member of the Arbitration Panel shall be compensated for any and all services rendered under this Article 22, plus reimbursement for any and all expenses incurred in connection with the rendering of such services, payable in full promptly upon conclusion of the proceedings before the Arbitration Panel. Such compensation and reimbursement shall be borne by the nonprevailing party as determined by the Arbitration Panel in its sole and absolute discretion.

ARTICLE 23

SIGNS

Tenant shall have the right to install, at Tenant's sole cost and expense, (i) exclusive building top signage consisting of, subject to applicable governmental approvals, two (2) fully backlit or otherwise illuminated signs at the top of the Building (the "**Building Top Signage**")**,** which signs shall not be on the same side of the Building, or be adjacent to each other on adjoining sides of the Building, (ii) one non-exclusive sign identifying Tenant on the existing Project monument, and (iii) one (1) sign on the exterior of the Building near the entrance to the Premises (which may be an "eyebrow" sign) (collectively as "**Tenant's Signs**")**.** Landlord shall not allow any other signs on the Building (other than one identifying the owner of the Building, and other than "for lease" signs during the last twelve (12) months of the Lease Term. The precise location, size, materials, lettering, design, content, method of installation and all other specifications relating to Tenant's Signs shall be consistent with the Project's signage program and shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant's Signs shall comply with all applicable governmental rules and regulations. In no event shall Tenant's Signs include a name or logo which relates to an entity which is of a character or reputation, or is associated with a political faction or orientation, which is inconsistent with the first class quality of the Project, or which would reasonably offend a landlord of the Comparable Buildings, or which includes the name of a foreign country. Tenant shall be responsible for obtaining any applicable permits or other governmental approval(s) applicable to or required for Tenant's Signs. Further, Tenant shall be responsible for all costs incurred in connection with the design, fabrication, construction, installation, maintenance and repair, compliance with law and removal of Tenant's Signs. Tenant shall keep the Tenant's Signs in first-class condition and repair during the Lease Term. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove Tenant's Signs from the Building and restore all affected areas to the condition existing prior to Tenant's installation of Tenant's Signs. Landlord shall, at Tenant's request, cooperate with Tenant, at no cost to Landlord (unless Tenant agrees to reimburse any costs) in Tenant's efforts to obtain governmental approvals for Tenant's Signs. Tenant's failure to obtain any such required approvals shall not be deemed to be a breach by Landlord of this Lease. Tenant may transfer the sign right to an Approved Transferee or Permitted Transferee.

ARTICLE 24

COMPLIANCE WITH LAW

24.1 **Tenant Responsibilities.** Tenant shall not do anything or suffer anything to be done in or about the Premises or the Project which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated, including, without limitation, any such governmental regulations related to disabled access and hazardous materials or substances ("**Applicable Laws**"). At its sole cost and expense, Tenant shall promptly comply with all Applicable Laws (including the making of any alterations to the Premises required by Applicable Laws) which relate to (i) Tenant's use of the Premises, (ii) the Alterations or the Improvements in the Premises, and/or (iii) the Tenant Maintenance Responsibilities. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

24.2 **Landlord Responsibilities.** Landlord shall comply with all Applicable Laws relating to the Base Building, provided that compliance with such Applicable Laws is not the responsibility of Tenant under this Lease, and provided further that Landlord's failure to comply therewith would prohibit Tenant from obtaining or maintaining a certificate of occupancy for the Premises, or would unreasonably and materially affect the safety of Tenant's employees or create a significant health hazard for Tenant's employees. Landlord shall be permitted to include in Operating Expenses any costs or expenses incurred by Landlord under this Article 24.

24.3 **Certified Access Specialist**. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp).

ARTICLE 25

LATE CHARGES

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) business days after Tenant's receipt of written notice from Landlord that said amount is due, then Tenant shall pay to Landlord a late charge equal to four percent (4%) of the overdue amount plus any reasonable attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid within ten (10) business days after written notice from Landlord that the same was not paid when due shall bear interest from the date when due until paid at a rate per annum equal to the lesser of (i) the annual "Bank Prime Loan" rate cited in the Federal Reserve Statistical Release Publication H.15, published on the first Tuesday of each calendar month (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published) plus two (2) percentage points, and (ii) the highest rate permitted by applicable law.

ARTICLE 26

LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT

26.1 **Landlord's Cure**. All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent, except to the extent, if any, otherwise expressly provided herein. If Tenant shall fail to perform any obligation under this Lease, and such failure shall continue in excess of the time allowed under Section 19.1.2, above, unless a specific time period is otherwise stated in this Lease, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

26.2 **Tenant's Reimbursement**. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within thirty (30) days following delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 of this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all reasonable legal fees and other amounts so expended. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

ARTICLE 27

ENTRY BY LANDLORD

27.1 **In General**. Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant (except in the case of an emergency) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, or to current or prospective mortgagees, ground or underlying lessors or insurers or, during the last eighteen (18) months of the Lease Term, to prospective tenants; (iii) post notices of nonresponsibility; or (iv) make such alterations, improvements, additions or repairs to all or any portion of the Premises, the Base Building, the Base Building systems or the Project as Landlord shall desire or deem necessary, or as Landlord may be required to perform under Applicable Laws, or by any governmental or quasi governmental authority, or by court order or decree. Notwithstanding anything to the contrary contained in this Article 27, Landlord may enter the Premises at any time to

(A) perform services required of Landlord, including janitorial service; (B) take possession due to any Default of this Lease in the manner provided herein and in compliance with Applicable Laws; and (C) upon reasonable notice to Tenant (which shall not be less than two (2) business days except in the case of an emergency) perform any covenants of Tenant which Tenant fails to perform. Landlord may make any such entries without the abatement of Rent, except as otherwise provided in this Lease, and may take such reasonable steps as required to accomplish the stated purposes. Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use of and access to the Premises in connection with any entries under this Article 27 (except under item (B), above). Provided Landlord uses commercially reasonable efforts to minimize interference with Tenant's business operations and complies with the terms of Section 27.2, below, Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby, provided that the foregoing shall not limit Landlord's liability for personal injury or property damage to the extent caused by Landlord's negligence or willful misconduct. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or decorations except as otherwise expressly agreed to be performed by Landlord herein.

27.2 **Secured Areas**. Notwithstanding anything to the contrary set forth in this Article 27, Tenant may designate certain areas of the Premises as **"Secured Areas"** should Tenant require such areas for the purpose of securing certain valuable property or confidential information. In connection with the foregoing, Landlord shall not enter such Secured Areas except in the event of an emergency. Landlord need not clean any area designated by Tenant as a Secured Area and shall only maintain or repair such Secured Areas to the extent (i) such repair or maintenance is required in order to maintain and repair the Building Structure and/or the Building Systems; (ii) as required by Applicable Law, or (iii) in response to specific requests by Tenant and in accordance with a schedule reasonably designated by Tenant, subject to Landlord's reasonable approval.

ARTICLE 28

PARKING

Tenant shall have the right, at no charge to Tenant or its visitors, to use the Project parking areas for the parking of up to 3.5 cars per 1,000 RSF of the Premises. Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority in connection with such parking passes or the use of the parking facility by Tenant. Tenant shall abide by all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility, including any sticker or other identification system established by Landlord, and shall cooperate in seeing that Tenant's employees and visitors also comply with such rules and regulations. Landlord specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Project parking facility at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Project parking facility for purposes of permitting or facilitating any such construction, alteration or improvements. The parking provided pursuant to this Article 28 is solely for use by Tenant's own personnel and such passes may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval. Tenant shall have a minimum of twelve (12) dedicated parking spaces near the entrance to the Premises, which (subject to the terms of the CC&Rs) shall be located as set forth on **Exhibit A-1** attached hereto. Tenant, at Tenant's cost, and in accordance with the terms of the Tenant Work Letter or Article 8 of this Lease, may install three (3) electric vehicle (EV) charging stations in the Project parking areas, with conduit run for up to five (5) additional EV charging stations, in a location to be mutually and reasonably agreed upon by Landlord and Tenant.

ARTICLE 29

MISCELLANEOUS PROVISIONS

29.1 **Terms; Captions**. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

29.2 **Binding Effect**. Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

29.3 **No Air Rights**. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

29.4 **Modification of Lease**. Should any current or prospective mortgagee or ground lessor for the Building or Project require a modification of this Lease, which modification will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are reasonably required therefor and to deliver the same to Landlord within ten (10) business days following a request therefor. At the request of Landlord or any mortgagee or ground lessor, Tenant agrees to execute a short form of Lease and deliver the same to Landlord within ten (10) business days following the request therefor.

29.5 **Transfer of Landlord's Interest**. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and Tenant agrees that in the event of any such transfer and assumption of all of the Lease obligations by such transferee, Landlord shall automatically be released from all liability under this Lease that accrues after the date of transfer and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee.

29.6 **Prohibition Against Recording**. This Lease shall not be recorded by Tenant or by anyone acting through, under or on behalf of Tenant. Tenant may prepare and record, at Tenant's sole cost and expense, a customary memorandum of lease, which shall be subject to Landlord's reasonable prior approval as to form and content, and which Landlord shall execute.

29.7 **Landlord's Title**. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

29.8 **Relationship of Parties**. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.

29.9 **Application of Payments**. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

29.10 **Time of Essence**. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor. Whenever in this Lease a payment is required to be made by one party to the other, but a specific date for payment is not set forth or a specific number of days within which payment is to be made is not set forth, or the words "immediately," "promptly," and/or "on demand," or their equivalent, are used to specify when such payment is due, then such payment shall be due thirty (30) days after the date that the party which is entitled to such payment sends notice to the other party demanding such payment.

29.11 **Partial Invalidity**. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.12 **No Warranty**. In executing and delivering this Lease, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

29.13 **Limitation on Remedies**.

29.13.1 **Landlord Exculpation**. The liability of Landlord or the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Project or the Premises shall be limited solely and exclusively to an amount which is equal to the lesser of (a) the equity interest of Landlord in the Building or (b) the equity interest Landlord would have in the Building if the Building were encumbered by third-party debt in an amount equal to eighty percent (80%) of the value of the Building (as such value is determined by Landlord), provided that in no event shall such liability extend to any sales or insurance proceeds received by Landlord or the Landlord Parties in connection with the Project, Building or Premises. Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 29.13 shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease.

29.13.2 **Consequential Damages**. Notwithstanding anything to the contrary contained in this Lease, nothing in this Lease shall impose any obligations on Tenant or Landlord to be responsible or liable for, and each hereby releases the other from all liability for, consequential damages other than those consequential damages incurred by Landlord in connection with a holdover of the Premises by Tenant for more than thirty (30) days after the expiration or earlier termination of this Lease, as provided in Article 16, above. Notwithstanding the foregoing, for purposes of this Lease, consequential damages shall not be deemed to include property damage or personal injury damages.

29.14 **Entire Agreement**. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

29.15 **Right to Lease**. Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or Project.

29.16 **Force Majeure**. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, a **"Force Majeure"**), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

29.17 **Intentionally Omitted.**

29.18 **Notices**. All notices, demands, statements, designations, approvals or other communications (collectively, **"Notices"**) given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("**Mail**"), (B) delivered by a nationally recognized overnight courier, or (C) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Tenant at the appropriate address set forth in Section 10 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord, or to Landlord at the addresses set forth below, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given (i) three (3) days after the date it is posted if sent by Mail, (ii) the date the overnight courier delivery is made, or (iii) the date personal delivery is made. As of the date of this Lease, any Notices to Landlord must be sent, transmitted, or delivered, as the case may be, to the following addresses:

GC Net Lease (San Carlos) Investors, LLC
1520 E. Grand Avenue
El Segundo, CA 90245
Attention: Julie Treinen, Managing Director of Asset Management

With a copy to:

Mary Higgins, General Counsel
Griffin Capital Corporation
790 Estate Drive, Suite 180
Deerfield, Illinois 60015

29.19 **Joint and Several**. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several,

29.20 **Authority**. Tenant is a corporation under the laws of Delaware, and each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the State of California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

29.21 **Attorneys' Fees**. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

29.22 **Governing Law; WAIVER OF TRIAL BY JURY**. This Lease shall be construed and enforced in accordance with the laws of the State of State of California. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY APPLICABLE LAW, AND (III) TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE

OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANTS USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.

29.23 **Submission of Lease**. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

29.24 **Brokers**. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 12 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party. Landlord shall, and Tenant shall not, pay all fees due the Brokers pursuant to separate written agreements between Landlord and the Brokers (the "**Written Agreements**"). The terms of this Section 29.24 shall survive the expiration or earlier termination of the Lease Term.

29.25 **Independent Covenants**. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Landlord and Tenant hereby expressly waive the benefit of any statute to the contrary.

29.26 **Project or Building Name and Signage**. Landlord shall have the right at any time to change the name of the Project and to install, affix and maintain any and all signs on the exterior and on the interior of the Project or Building as Landlord may, in Landlord's sole discretion, desire, provided that so long as Tenant continues to conduct business in the Premises, Landlord will not name the Project after a direct competitor of Tenant. Landlord may place on the Building any sign required by Applicable Laws or that are typical signs identifying the owner of the Building. Tenant shall not use the name of the Project or Building or use pictures or illustrations of the Project or Building in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord.

29.27 **Counterparts**. This Lease may be executed in counterparts and be delivered by electronic PDF with the same effect as if both parties hereto had executed the same document. Both counterparts (including any electronic PDF counterpart) shall be construed together and shall constitute a single lease.

29.28 **Rooftop and Riser Rights**. At any time during the Lease Term, subject to the terms of this Lease, Tenant or a Permitted Assignee may install, at Tenant's sole cost and expense, one (1) communications dish or up to 24" in diameter, or one (1) communications antenna or comparable communications equipment upon the roof of the Building not to exceed 48" in height, and make associated connections of Tenant's rooftop equipment to the Premises (all such equipment, installations and connections, collectively, the "**Telecommunications Equipment**"). The use of such areas of the Building for the installation of the Telecommunications Equipment shall be for the sole use of Tenant and any Transferee in connection with their business operations in the Premises, and shall be without the payment of any additional Base Rent or Direct Expenses with respect thereto. The physical appearance and all specifications of the Telecommunications Equipment shall be subject to Landlord's reasonable approval, the location of any such installation of the Telecommunications Equipment shall be designated by Landlord (subject to Tenant's reasonable approval), and Landlord may require Tenant to install screening around such Telecommunications Equipment, at Tenant's sole cost and expense, as reasonably designated by Landlord. Tenant shall be responsible, at Tenant's sole cost and expense, for (i) obtaining all permits or other governmental approvals required in connection with the Telecommunications Equipment, (ii) installing, repairing and maintaining and causing the Telecommunications Equipment to comply with all Applicable Laws, and (iii) prior to the expiration or earlier termination of this Lease, removal of the Telecommunications Equipment and all associated wiring, and the restoration of all affected areas of the Building to the condition existing prior to the installation thereof, including restoration of any roof penetrations. In no event shall Tenant permit the Telecommunications Equipment to interfere with the systems of any building in

the Project or the Project or any other communications equipment at or servicing any building in the Project or the Project. Except to the extent arising from or out of the negligence or willful misconduct of any of the Landlord Parties, Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause related to Tenant's installation, use, repair or maintenance or any other matter relating to or in connection with the Telecommunications Equipment. In the event Tenant elects to exercise its right to install the Telecommunication Equipment, then Tenant shall give Landlord prior notice thereof. Landlord agrees that it shall not install, and shall prohibit the installation and/or operation by any other party of, any microwave dishes/earth satellite disks, whip antennae, other communications devices, towers and/or other structures on the roof of the Building which would interfere with Tenant's use of the Telecommunications Equipment.

29.29 **Communications and Computer Lines**. Tenant may install, maintain, replace, remove or use any communications or computer wires and cables serving the Premises (collectively, the "**Lines**"), provided that (i) Tenant shall obtain Landlord's prior written consent, which consent may only be withheld to the extent a Design Problem exists, use an experienced and qualified contractor approved in writing by Landlord, and comply with all of the other provisions of Articles 7 and 8 of this Lease, (ii) the Lines therefor (including riser cables) shall be appropriately insulated to prevent excessive electromagnetic fields or radiation, shall be surrounded by a protective conduit reasonably acceptable to Landlord, and shall be identified in accordance with the "Identification Requirements," as that term is set forth hereinbelow, (iii) any new or existing Lines servicing the Premises shall comply with all applicable governmental laws and regulations, and (iv) Tenant shall pay all costs in connection therewith. All Lines shall be clearly marked with adhesive plastic labels (or plastic tags attached to such Lines with wire) to show Tenant's name, suite number, telephone number and the name of the person to contact in the case of an emergency (A) every four feet (4') outside the Premises (specifically including, but not limited to, the electrical room risers and other Common Areas), and (B) at the Lines' termination point(s) (collectively, the "**Identification Requirements**"). Landlord reserves the right (by notice to Tenant at any time prior to the expiration or earlier termination of this Lease) to require that Tenant, prior to the expiration or earlier termination of this Lease, remove any Lines located in or serving the Premises.

29.30 **Building Renovations**. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Project, the Premises or the Building, or any part thereof and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant except as specifically set forth herein or in the Tenant Work Letter. However, Tenant hereby acknowledges that Landlord may during the Lease Term renovate, improve, alter, add to or modify (collectively, the "**Renovations**") the Project (but not the Building) or the Common Areas, and that such Renovations may result in levels of noise, dust, odor, obstruction of access, etc., which are in excess of that present in a fully constructed project. Tenant hereby agrees that such Renovations shall in no way constitute a constructive eviction of Tenant nor, except as set forth in Section 19.5.2, entitle Tenant to any abatement of Rent and Tenant hereby waives any and all rent offsets or claims of constructive eviction which may arise in connection with such Renovations. Landlord shall have no responsibility and shall not be liable to Tenant for any injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations, or for any inconvenience or annoyance occasioned by such Renovations.

29.31 **No Violation**. Tenant hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Tenant to be in violation of any agreement, instrument, contract, law, rule or regulation by which Tenant is bound, and Tenant shall protect, defend, indemnify and hold Landlord harmless against any claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, arising from Tenant's breach of this warranty and representation. Landlord hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Landlord to be in violation of any agreement, instrument, contract, law, rule or regulation by which Landlord is bound, and Landlord shall protect, defend, indemnify and hold Tenant harmless against any claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, arising from Landlord's breach of this warranty and representation.

29.32 **Transportation Management**. Tenant shall fully comply with all present or future governmentally mandated programs intended to manage parking, transportation or traffic in and around the Project and/or the Building, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

29.33 **Patriot Act**. As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control ("**OFAC**") of the United States Department of the Treasury pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "**Prohibited Person**"); (ii) Tenant is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) neither Tenant (nor any person, group, entity or nation which owns or controls Tenant, directly or indirectly) has conducted or will conduct business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including any assignment of this Lease or any subletting of all or any portion of the Premises, or the making or receiving of any contribution or funds, goods or services, to or for the benefit of a Prohibited Person. In connection with the foregoing, it is expressly understood and agreed that the representations and warranties contained in this Section 29.33 shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

29.34 **Energy Performance Disclosure Information**. Tenant hereby acknowledges that Landlord may be required to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto (collectively the "Energy Disclosure Requirements"). Tenant hereby acknowledges prior receipt of the Data Verification Checklist, as defined in the Energy Disclosure Requirements (the "Energy Disclosure Information"), and agrees that Landlord has timely complied in full with Landlord's obligations under the Energy Disclosure Requirements. Tenant acknowledges and agrees that (i) Landlord makes no representation or warranty regarding the energy performance of the Building or the accuracy or completeness of the Energy Disclosure Information, (ii) the Energy Disclosure Information is for the current occupancy and use of the Building and that the energy performance of the Building may vary depending on future occupancy and/or use of the Building, and (iii) Landlord shall have no liability to Tenant for any errors or omissions in the Energy Disclosure Information. If and to the extent not prohibited by Applicable Laws, Tenant hereby waives any right Tenant may have to receive the Energy Disclosure Information, including, without limitation, any right Tenant may have to terminate this Lease as a result of Landlord's failure to disclose such information. Further, Tenant hereby releases Landlord from any and all losses, costs, damages, expenses and/or liabilities relating to, arising out of and/or resulting from the Energy Disclosure Requirements, including, without limitation, any liabilities arising as a result of Landlord's failure to disclose the Energy Disclosure Information to Tenant prior to the execution of this Lease. Tenant's acknowledgment of the AS-IS condition of the Premises pursuant to the terms of this Lease shall be deemed to include the energy performance of the Building. Tenant further acknowledges that pursuant to the Energy Disclosure Requirements, Landlord may be required in the future to disclose information concerning Tenant's energy usage to certain third parties, including, without limitation, prospective purchasers, lenders and tenants of the Building (the "Tenant Energy Use Disclosure"). Tenant hereby (A) consents to all such Tenant Energy Use Disclosures, and (B) acknowledges that Landlord shall not be required to notify Tenant of any Tenant Energy Use Disclosure. Further, Tenant hereby releases Landlord from any and all losses, costs, damages, expenses and liabilities relating to, arising out of and/or resulting from any Tenant Energy Use Disclosure. The terms of this Section 29.35 shall survive the expiration or earlier termination of this Lease.

29.35 **Utility Billing Information**. In the event that the Tenant is permitted to contract directly for the provision of electricity, gas and/or water services to the Premises with the third-party provider thereof (all in Landlord's sole and absolute discretion), Tenant shall promptly, but in no event more than five (5) business days following its receipt of each and every invoice for such items from the applicable provider, provide Landlord with a copy of each such invoice.

29.36 **No Discrimination**. Landlord and Tenant each covenant by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Tenant or Landlord, as applicable, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, sex, religion, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, or enjoyment of the Premises, nor shall Tenant or

Landlord, as applicable, itself, or any person claiming under or through Tenant or Landlord, as applicable, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the Premises.

29.37 **Reasonableness and Good Faith**. Except (i) for matters for which there is a standard of consent or discretion specifically set forth in this Lease; (ii) matters which could have an adverse effect on the Building Structure or the Building Systems, or which could affect the exterior appearance of the Building, or (iii) matters covered by Article 4 (Additional Rent), or Article 19 (Defaults; Remedies) of this Lease (collectively, the "**Excepted Matters**"), any time the consent of Landlord or Tenant is required under this Lease, such consent shall not be unreasonably withheld or delayed, and, except with regard to the Excepted Matters, whenever this Lease grants Landlord or Tenant the right to take action, exercise discretion, establish rules and regulations or make an allocation or other determination, Landlord and Tenant shall act reasonably and in good faith.

29.38 **No Public Statements**. Neither Landlord nor Tenant shall issue any press release or make any similar announcement of the execution of this Lease without the prior consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed (provided that Tenant may require that no such announcement be made until after thirty (30) days following the full execution and delivery of this Lease).

[Signatures follow on next page]

Exhibit 5

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

LANDLORD:

GC NET LEASE (SAN CARLOS) INVESTORS, LLC,
a Delaware limited liability company

By: Griffin Capital Essential Asset Operating Partnership, L.P.,
a Delaware limited partnership,
its sole member

By: Griffin Capital Essential Asset REIT, Inc.,
a Maryland corporation,
its General Partner

By: /s/ Julie A. Treinen
Name: Julie A. Treinen
Its: Vice President-Asset Management

TENANT:

ROVI CORPORATION,
a Delaware corporation

By: /s/ Pamela Sergeef
Name: Pamela Sergeef
Its: AUTHORISED SIGNATORY

By: /s/ Peter Halt
Name: Peter Halt
Its: CFO

Exhibit 5

EXHIBIT A

OUTLINE OF PREMISES

Exhibit 5

EXHIBIT A-l

LOCATION OF DEDICATED PARKING AND EV SPACES

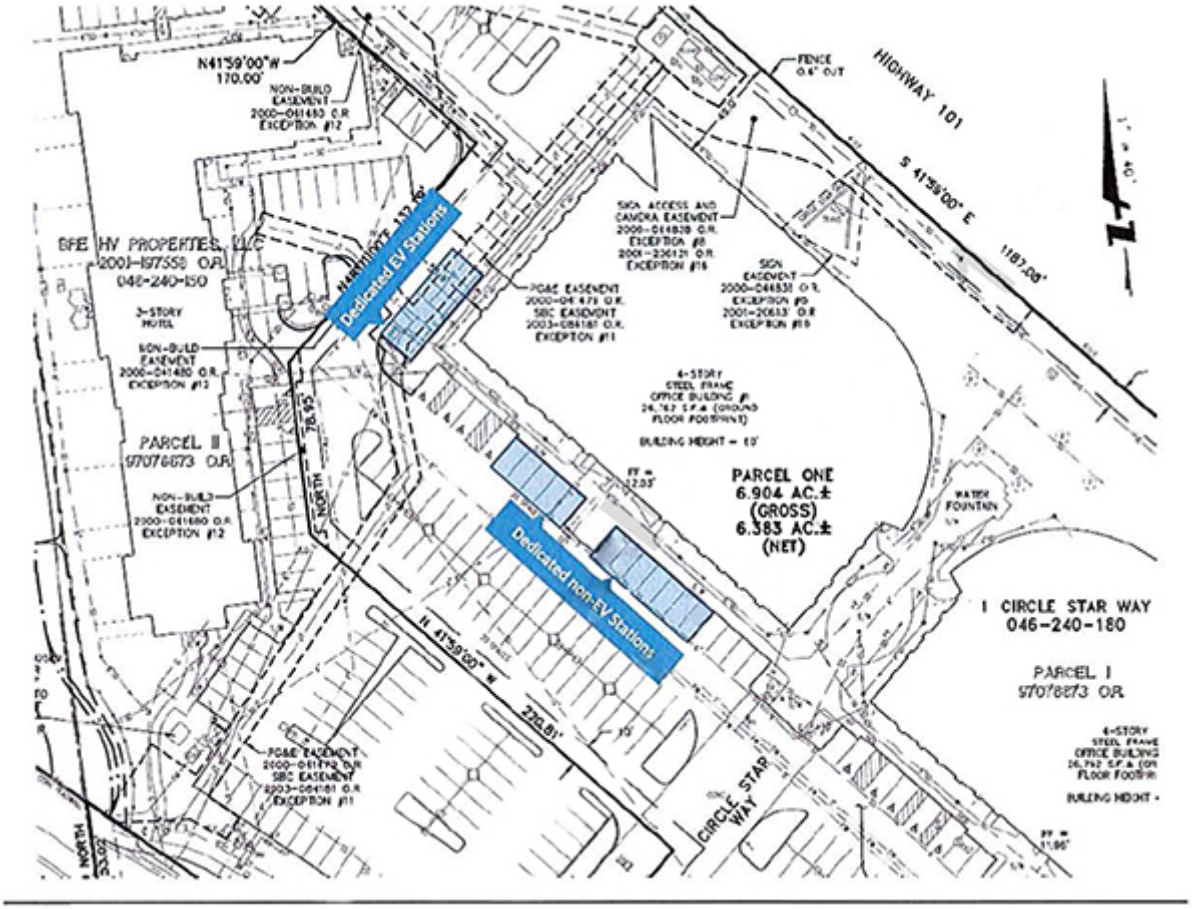


EXHIBIT A-1

EXHIBIT B

TENANT WORK LETTER

This Tenant Work Letter shall set forth the terms and conditions relating to the construction of the Premises. This Tenant Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Tenant Work Letter to Sections of "this Tenant Work Letter" shall mean the relevant portion of Sections 1 through 5 of this Tenant Work Letter.

SECTION 1

DELIVERY OF THE PREMISES

Landlord shall deliver the Premises and Tenant shall accept the Premises from Landlord on September 1**,** 2015 (the "**Delivery Date**"). Tenant acknowledges that certain portions of the Premises on the first (lst) and fourth (4th) floors of the Building (the "**Unfinished Areas**") have not previously been improved, and will be delivered in their presently existing shell and "as-is" condition as of the date of this Lease. Landlord shall cause the existing Building Systems (i.e., roof, HV AC, electrical, plumbing, lighting and vertical transportation system) in good working condition, and shall cause the Building Structure to be water tight and structurally sound. If during the two (2) months period following Landlord's delivery of the Premises to Tenant, Tenant informs Landlord in writing that any such Building Systems arc not in good working condition, Landlord will remedy such condition at Landlord's sole cost and expense.

SECTION 2

TENANT IMPROVEMENTS

2.1 **Tenant Improvement Allowance.** Tenant shall be entitled to a one-time Tenant improvement allowance (the "**Tenant Improvement Allowance**") in the amount of of the Premises (i.e., (the "**Tenant Improvements**"). In no event shall Landlord be obligated to make disbursements pursuant to this Tenant Work Letter in a total amount which exceeds the Tenant Improvement Allowance.

2.1.1 **Required Improvements.** As part of its construction of the Tenant Improvements, Tenant shall be required to improve the Unfinished Areas with Tenant Improvements with a value of not less than

2.2 **Disbursement of the Tenant Improvement Allowance.**

2.2.1 **Tenant Improvement Allowance Items.** Except as otherwise set forth in this Tenant Work Letter, the Tenant Improvement Allowance shall be disbursed by Landlord (each of which disbursements shall be made pursuant to Landlord's disbursement process, including, without limitation, Landlord's receipt of invoices for all costs and fees described herein) only for the following items and costs (collectively the "**Tenant Improvement Allowance Items**"):

2.2.1.1 Payment of the fees of the "Architect" and the "Engineers," as those terms are defined in Section 3.1 of this Tenant Work Letter, and other consultants of Tenant, and payment of the fees incurred by Landlord in connection with Landlord's review of the "Construction Drawings," as that term is defined in Section 3.1 of this Tenant Work Letter, and for the purchase of furniture, fixtures and equipment to be used in the Premises (collectively, the "**Soft Costs**"), provided that such Soft Costs shall not exceed 20% of the amount of the Tenant Improvement Allowance in the aggregate;

2.2.1.2 The payment of plan check, permit and license fees relating to construction of the Tenant Improvements;

2.2.1.3 The cost of construction of the Tenant Improvements, including, without limitation, testing and inspection costs, freight elevator usage, hoisting and trash removal costs, and contractors' fees and general conditions;

2.2.1.4 The cost of any changes in the Base Building when such changes are required by the Construction Drawings, such cost to include all direct architectural and/or engineering fees and expenses incurred in connection therewith;

2.2.1.5 The cost of any changes to the Construction Drawings or Tenant Improvements required by all applicable building codes (the "**Code**");

2.2.1.6 The cost of the "Landlord Review Fees," as defined in Section 4.2.2.1 of this Tenant Work Letter;

2.2.1.7 Sales and use taxes; and

2.2.1.8 All other costs required to be expended by Landlord in connection with the construction of the Tenant Improvements.

2.2.2 **Disbursement of Tenant Improvement Allowance**. During the construction of the Tenant Improvements, Landlord shall make monthly disbursements of the Tenant Improvement Allowance for Tenant Improvement Allowance Items and shall authorize the release of monies as follows.

2.2.2.1 **Monthly Disbursements**. On or before the twentieth (20th) day of each calendar month, during the construction of the Tenant Improvements (or such other date as Landlord may designate), Tenant shall deliver to Landlord: (i) a request for reimbursement of Tenant's payments to the "Contractor," as that term is defined in Section 4.1.1 of this Tenant Work Letter, in a form to be provided by Landlord or otherwise reasonably approved by Landlord, showing the schedule, by trade, of percentage of completion of the Tenant Improvements in the Premises, and detailing the portion of the work completed and the portion not completed; (ii) invoices marked paid from all of "Tenant's Agents," as that term is defined in Section 4.1.2 of this Tenant Work Letter, or other reasonable evidence of payment made by Tenant for labor rendered and materials delivered to the Premises; (iii) executed unconditional mechanic's lien releases from all of Tenant's Agents which shall comply with the appropriate provisions, as reasonably determined by Landlord, of California Civil Code Sections 8132, 8134, 8136 and 8138; and (iv) all other information reasonably requested by Landlord. Tenant's request for payment shall be deemed (vis-à-vis Landlord) Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth in Tenant's payment request. Thereafter, Landlord shall deliver a check to Tenant in payment of the lesser of: (A) the amounts so requested by Tenant, as set forth in this Section 2.2.2.1, above, less a ten percent (10%) retention (the aggregate amount of such retentions to be known as the "**Final Retention**"), and (B) the balance of any remaining available portion of the Tenant Improvement Allowance (not including the Final Retention). Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request. If any work which is the subject of a request for payment creates a Design Problem, Tenant shall correct and eliminate such Design Problem as soon as reasonably possible.

2.2.2.2 **Final Retention**. Subject to the provisions of this Tenant Work Letter, a check for the Final Retention payable jointly to Tenant and Contractor, or directly to Contractor at Landlord's sole discretion, shall be delivered by Landlord to Tenant within thirty (30) days following the completion of construction of the Tenant Improvements, provided that (i) Tenant delivers to Landlord (a) paid invoices for all Tenant Improvements and related costs for which the Tenant Improvement Allowance is to be dispersed, (b) signed permits for all Tenant Improvements completed within the Premises, (c) properly executed unconditional mechanics lien releases in compliance with both California Civil Code Section 8134 and either Section 8136 or Section 8138 from Tenant's contractor, subcontractors and material suppliers and any other party which has lien rights in connection with the construction of the Tenant Improvements, (ii) Architect delivers to Landlord a "Certificate of Substantial Completion", in a form reasonably

acceptable to Landlord, certifying that the construction of the Tenant Improvements in the Premises has been substantially completed, (iii) Tenant delivers to Landlord a "close-out package" in both paper and electronic forms (including, as-built drawings, and final record CADD files for the associated plans, warranties and guarantees from all contractors, subcontractors and material suppliers, and an independent air balance report); and (iv) a certificate of occupancy, a temporary certificate of occupancy or its equivalent is issued to Tenant for the Premises.

2.2.2.3 **Other Terms.** Landlord shall only be obligated to make disbursements from the Tenant Improvement Allowance to the extent costs are incurred by Tenant for Tenant Improvement Allowance Items. All Tenant Improvement Allowance Items for which the Tenant Improvement Allowance has been made available shall be deemed Landlord's property under the terms of this Lease.

2.3 **Building Standards.** The quality of Tenant Improvements shall be equal to or of greater quality than the quality of the existing improvements in the Premises.

2.4 **Outside Date for Disbursement of Tenant Improvement Allowance.** Any portion of the Tenant Improvement Allowance remaining undisbursed and unallocated as of the date that is the later of (i) two (2) years after the Lease Commencement Date, and (ii) the date that is ten (10) business days after Landlord informs Tenant by notice that the date to use the Tenant Improvement Allowance has otherwise passed, shall revert to Landlord, and Tenant shall have no further rights with respect thereto.

2.5 **Failure to Disburse Tenant Improvement Allowance.** To the extent that Landlord fails to pay from the Tenant Improvement Allowance amounts due to Contractor, Architects, Engineers and Tenant's Agents in accordance with the terms hereof, and such amounts remain unpaid for thirty (30) days after notice from Tenant, then without limiting Tenant's other remedies under the Lease, Tenant may, after Landlord's failure to pay such amounts within five (5) business days after Tenant's delivery of a second notice from Tenant delivered after the expiration of such 30-day period, pay the same and deduct the amount thereof from the Rent next due and owing under the Lease, including interest at the Interest Rate from the due date until the date of the Rent offset. Notwithstanding the foregoing, if during either the 30-day or 5-day period set forth above, Landlord (i) delivers notice to Tenant that it disputes any portion of the amounts claimed to be due (the "**Allowance Dispute Notice**"), and (ii) pays any amounts not in dispute, Tenant shall have no immediate right to offset any amounts against rent, but may institute arbitration proceedings pursuant to the terms of Article 22 of the Lease to recover such amounts from Landlord. Notwithstanding any of the foregoing, in the event Tenant institutes arbitration proceedings as provided herein and the determination of the Arbitrator is in favor of Tenant, Tenant shall be entitled, automatically, to offset the amount of such award against the Base Rent next coming due under the Lease, including interest at the Interest Rate from the due date until the date of the Rent offset. Further, in the event the arbitration award is in favor of Tenant, any delay actually caused to Tenant as a result of Landlord's failure to pay the disputed amount shall be deemed to be a "Landlord Caused Delay" under Section 5 of this Tenant Work Letter.

SECTION 3

CONSTRUCTION DRAWINGS

3.1 **Selection of Architect/Construction Drawings.** Tenant shall retain the architect/space planner designated by Tenant and approved by Landlord, such approval not to be unreasonably withheld (the "**Architect**") to prepare the "Construction Drawings," as that term is defined in this Section 3.1. Tenant shall retain the engineering consultants designated by Tenant and approved by Landlord, such approval not to be unreasonably withheld (the "**Engineers**") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, lifesafety, and sprinkler work in the Premises, which work is not part of the Base Building. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the "**Construction Drawings**." All Construction Drawings shall comply with the drawing format and specifications determined by Landlord, and shall be subject to Landlord's approval. The Construction Drawings shall include drawings for the improvement of the Unfinished Areas. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the Base Building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord's review of the Construction Drawings as set forth in this Section 3, shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters.

Accordingly, notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord's space planner, architect, engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Tenant's waiver and indemnity set forth in this Lease shall specifically apply to the Construction Drawings.

3.2 **Final Space Plan.** Tenant shall supply Landlord with four (4) hard copies signed by Tenant of its final space plan, along with other renderings or illustrations reasonably required by Landlord, to allow Landlord to understand Tenant's design intent, for the Premises before any architectural working drawings or engineering drawings have been commenced, and concurrently with Tenant's delivery of such hard copies, Tenant shall send to Landlord via electronic mail one (1) .pdf electronic copy of such final space plan. The final space plan (the "**Final Space Plan**") shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein. Landlord may request clarification or more specific drawings for special use items not included in the Final Space Plan. Landlord shall advise Tenant within five (5) business days after Landlord's receipt of the Final Space Plan for the Premises if the same contains a Design Problem or is incomplete in any respect. If Tenant is so advised, Tenant shall promptly cause the Final Space Plan to be revised to correct any such deficiencies or other matters Landlord may reasonably require.

3.3 **Final Working Drawings.** After the Final Space Plan has been approved by Landlord, Tenant shall supply the Engineers with a complete listing of standard and non-standard equipment and specifications, including, without limitation, B.T.U. calculations, electrical requirements and special electrical receptacle requirements for the Premises, to enable the Engineers and the Architect to complete the "Final Working Drawings" (as that term is defined below) in the manner as set forth below. Upon the approval of the Final Space Plan by Landlord and Tenant as provided above, Tenant shall promptly cause the Architect and the Engineers to complete the architectural and engineering drawings for the Premises, and Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which is complete to allow subcontractors to bid on the work and to obtain all applicable permits (collectively, the "**Final Working Drawings**"**)** and shall submit the same to Landlord for Landlord's approval, which approval shall only be withheld to the extent the same contains a Design Problem or is incomplete in any respect. Tenant shall supply Landlord with four (4) hard copies signed by Tenant of the Final Working Drawings, and concurrently with Tenant's delivery of such hard copies, Tenant shall send to Landlord via electronic mail one (1) .pdf electronic copy of such Final Working Drawings. Landlord shall advise Tenant within ten (10) business days after Landlord's receipt of the Final Working Drawings for the Premises if the same contains a Design Problem or is incomplete in any respect. If Tenant is so advised, Tenant shall immediately revise the Final Working Drawings in accordance with such review and any disapproval of Landlord in connection therewith. In addition, if the Final Working Drawings or any amendment thereof or supplement thereto shall require alterations in the Base Building (as contrasted with the Tenant Improvements), and if Landlord in its sole and exclusive discretion agrees to any such alterations, and notifies Tenant of the need and cost for such alterations, then Tenant shall pay the cost of such required changes.

3.4 **Approved Working Drawings.** The Final Working Drawings shall be approved by Landlord (the "**Approved Working Drawings**"**)** as provided above prior to the commencement of construction of the Premises by Tenant. After approval by Landlord of the Final Working Drawings, Tenant may submit the same to the appropriate municipal authorities for all applicable building permits. Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Premises and that obtaining the same shall be Tenant's responsibility; provided, however, that Landlord shall cooperate with Tenant in executing permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Landlord, which consent may not be withheld unless a Design Problem exists.

3.5 **Electronic Approvals.** Notwithstanding any provision to the contrary contained in the Lease or this Tenant Work Letter, Landlord may, in Landlord's sole and absolute discretion, transmit or otherwise deliver any of the approvals required under this Tenant Work Letter via electronic mail to Tenant's representative identified in Section 5.1 of this Tenant Work Letter, or by any of the other means identified in Section 29.18 of this Lease. All approvals required by Landlord must be given within ten (10) business days of Landlord's receipt of a written notice from Tenant requesting such approval.

SECTION 4

CONSTRUCTION OF THE TENANT IMPROVEMENTS

4.1 **Tenant's Selection of Contractors**.

4.1.1 **The Contractor**. A general contractor shall be retained by Tenant to construct the Tenant Improvements. Such general contractor ("**Contractor**") shall be approved by Landlord, which approval shall not be unreasonably withheld, and Tenant shall deliver to Landlord notice of its selection of the Contractor upon such selection. Landlord hereby approves the following as "Contractor", if selected by Tenant: (1) McLarney Construction, (2) South Bay Construction, and (3) Novo Construction.

4.1.2 **Tenant's Agents**. All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as "**Tenant's Agents**") must be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. If Landlord does not approve any of Tenant's proposed subcontractors, laborers, materialmen or suppliers, Tenant shall submit other proposed subcontractors, laborers, materialmen or suppliers for Landlord's written approval.

4.2 **Construction of Tenant Improvements by Tenant's Agents**.

4.2.1 **Construction Contract; Cost Budget**. Tenant shall engage the Contractor under a commercially reasonable construction contract (collectively, the "**Contract**"). All costs related to the Tenant Improvements to the extent in excess of the Tenant Improvement Allowance shall be paid by Tenant out of its own funds, but Tenant shall continue to provide Landlord with the documents described in Sections 2.2.2.1(i), (ii), (iii) and (iv) of this Tenant Work Letter, above, for Landlord's approval, concurrently with Tenant paying such costs.

4.2.2 **Tenant's Agents**.

4.2.2.1 **Landlord's General Conditions for Tenant's Agents and Tenant Improvement Work**. Tenant's and Tenant's Agent's construction of the Tenant Improvements shall comply with the following: (i) the Tenant Improvements shall be constructed in strict accordance with the Approved Working Drawings; and (ii) Tenant's Agents shall submit schedules of all work relating to the Tenant Improvements to Contractor and Contractor shall, within five (5) business days of receipt thereof, inform Tenant's Agents of any changes which are necessary thereto, and Tenant's Agents shall adhere to such corrected schedule. Tenant shall reimburse Landlord, out of the Tenant Improvement Allowance, the reasonable and actual costs incurred by Landlord in connection with the review of Tenant's Construction Drawings, including with respect to structural engineering and MEP drawings, provided that the total cost so reimbursed shall no (the "**Landlord Review Fees**"),which amounts Landlord may deduct from the Tenant Improvement Allowance by written notice to Tenant, as and when incurred by Landlord..

4.2.2.2 **Indemnity**. Tenant's indemnity of Landlord as set forth in this Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Agents, or anyone directly or indirectly employed by any of them, or in connection with Tenant's non-payment of any amount arising out of the Tenant Improvements and/or Tenant's disapproval of all or any portion of any request for payment. Such indemnity by Tenant, as set forth in this Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord's performance of any ministerial acts reasonably necessary (i) to permit Tenant to complete the Tenant Improvements, and (ii) to enable Tenant to obtain any building permit or certificate of occupancy for the Premises.

4.2.2.3 **Requirements of Tenant's Agents**. Each of Tenant's Agents shall guarantee to Tenant and for the benefit of Landlord and Tenant that the portion of the Tenant Improvements for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from

the date of completion thereof. Each of Tenant's Agents shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after the later to occur of (i) completion of the work performed by such contractor or subcontractors and (ii) the Lease Commencement Date. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Tenant Improvements, and/or the Building and/or common areas that may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the Tenant Improvements shall be contained in the Contract or subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give to Landlord any assignment or other assurances which may be necessary to effect such right of direct enforcement.

4.2.2.4 **Insurance Requirements**.

4.2.2.4.1 **General Coverages**. All of Tenant's Agents shall carry worker's compensation insurance covering all of their respective employees, and shall also carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Tenant as set forth in this Lease.

4.2.2.4.2 **Special Coverages**. Tenant shall carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of the Tenant Improvements, and such other insurance as Landlord may require, it being understood and agreed that the Tenant Improvements shall be insured by Tenant pursuant to this Lease immediately upon completion thereof. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord including, but not limited to, the requirement that all of Tenant's Agents shall carry excess liability and Products and Completed Operation Coverage insurance, each in amounts not less than $5,000,000 per incident, $5,000,000 in aggregate, and in form and with companies as are required to be carried by Tenant as set forth in this Lease.

4.2.2.4.3 **General Terms**. Certificates for all insurance carried pursuant to this Section 4.2.2.4 shall be delivered to Landlord before the commencement of construction of the Tenant Improvements and before the Contractor's equipment is moved onto the site. All such policies of insurance must contain a provision that the company writing said policy will give Landlord ten (10) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance or in the alterative Tenant may provide such notice. In the event that the Tenant Improvements are damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. Tenant's Agents shall maintain all of the foregoing insurance coverage in force until the Tenant Improvements are fully completed and accepted by Landlord, except for any Products and Completed Operation Coverage insurance required by Landlord, which is to be maintained for ten (10) years following completion of the work and acceptance by Landlord and Tenant. All policies carried under this Section 4.2.2.4 shall insure Landlord and Tenant, as their interests may appear, as well as Contractor and Tenant's Agents, All insurance, except Workers' Compensation, maintained by Tenant's Agents shall preclude subrogation claims by the insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the owner and that any other insurance maintained by owner is excess and noncontributing with the insurance required hereunder. The requirements for the foregoing insurance shall not derogate from the provisions for indemnification of Landlord by Tenant under Section 4.2.2.2 of this Tenant Work Letter.

4.2.3 **Governmental Compliance**. The Tenant Improvements shall comply in all respects with the following: (i) the Code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

4.2.4 **Inspection by Landlord**. Landlord shall have the right to inspect the Tenant Improvements at all times, provided however, that Landlord's failure to inspect the Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Tenant Improvements constitute Landlord's approval of the same. Should Landlord disapprove any portion of the Tenant Improvements because a Design Problem exists, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved. Any such Design Problem shall be rectified by Tenant at no expense to Landlord.

4.2.5 **Meetings.** Commencing upon the execution of this Lease, Tenant shall hold weekly meetings at a reasonable time, with the Architect and the Contractor regarding the progress of the preparation of Construction Drawings and the construction of the Tenant Improvements, which meetings shall be held at a location designated by Landlord, and Landlord and/or its agents shall receive prior notice of, and shall have the right to attend, all such meetings, and, upon Landlord's request, certain of Tenant's Agents shall attend such meetings. In addition, minutes shall be taken at all such meetings, a copy of which minutes shall be promptly delivered to Landlord. One such meeting each month shall include the review of Contractor's current request for payment.

4.3 **Notice of Completion; Copy of Record Set of Plans.** Within fifteen (15) days after completion of construction of the Tenant Improvements, Tenant shall cause a Notice of Completion to be recorded in the office of the Recorder of the county in which the Building is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and shall furnish a copy thereof to Landlord upon such recordation. If Tenant fails to do so, Landlord may execute and file the same as Tenant's agent for such purpose, at Tenant's sole cost and expense. At the conclusion of construction, (i) Tenant shall cause the Architect and Contractor (A) to update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (B) to certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct, which certification shall survive the expiration or termination of this Lease, and (C) to deliver to Landlord two (2) sets of copies of such record set of drawings within ninety (90) days following issuance of a certificate of occupancy for the Premises, and (ii) Tenant shall deliver to Landlord a copy of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises.

SECTION 5

LEASE COMMENCEMENT DATE DELAYS

5.1 **Lease Commencement Date Delays.** The Lease Commencement Date shall occur as provided in Section 2.1 of this Lease and Section 3.2 of the Summary, provided that the Lease Commencement Date shall be extended by the number of days of actual delay of the Substantial Completion of the Tenant Improvements in the Premises and Tenant's move into the Premises to the extent caused by a "Commencement Date Delay," as that term is defined, below, but only to the extent such Commencement Date Delay causes the Substantial Completion of the Tenant Improvements and Tenant's move into its Premises to occur after October 13,2015. As used herein, the term "**Commencement Date Delay**" shall mean only a "force Majeure Delay" or a "Landlord Caused Delay," as those terms are defined below in this Section 5.1 of this Tenant Work Letter. As used herein, the term "**Force Majeure Delay**" shall mean only an actual delay resulting from strikes, fire, wind, damage or destruction to the Building, explosion, casualty, flood, hurricane, tornado, the elements, acts of God or the public enemy, terrorist acts, sabotage, war, invasion, insurrection, rebellion, civil unrest, riots, earthquakes or slow-downs or shut downs to the permitting office. As used in this Tenant Work Letter, "**Landlord Caused Delay**" shall mean actual delays to the extent resulting from the acts or omissions of Landlord including, but not limited to (i) failure of Landlord to timely approve or disapprove any Construction Drawings; (ii) material and unreasonable interference by Landlord, its agents or Landlord Parties (except as otherwise allowed under this Tenant Work Letter) with the Substantial Completion of the Tenant Improvements and which objectively preclude or delay the construction of tenant improvements in the Building or move into the Premises by any person, which interference relates to access by Tenant, or Tenant's Agents to the Building or any Building facilities (including loading docks and freight elevators) or service (including temporary power and parking areas as provided herein) during normal construction hours, or the use thereof during normal construction hours; (iii) delays due to the acts or failures to act of Landlord or Landlord Parties with respect to payment of the Tenant Improvement Allowance (except as otherwise allowed under this Tenant Work Letter) and/or cessation of work as a result thereof; or (iv) failure to deliver to Tenant sole and exclusive possession of the Premises in the Delivery Condition required by the Lease by September 1, 2015.

5.2 **Determination of Lease Commencement Date Delay.** If Tenant contends that a Lease Commencement Date Delay has occurred, Tenant shall notify Landlord in writing of (i) the event which constitutes such Lease Commencement Date Delay and (ii) the date upon which such Lease Commencement Date Delay is anticipated to end. If such actions, inaction or circumstance described in the Notice set forth in (i) above of this

Section 5.2 of this Tenant Work Letter (the "**Delay Notice**") are not cured by Landlord within one (1) business day of Landlord's receipt of the Delay Notice and if such action, inaction or circumstance otherwise qualify as a Lease Commencement Date Delay, then a Lease Commencement Date Delay shall be deemed to have occurred commencing as of the date of Landlord's receipt of the Delay Notice and ending as of the date such delay ends.

5.3 **Definition of Substantial Completion of the Tenant Improvements**. For purposes of this Section 5, "**Substantial Completion of the Tenant Improvements**" shall mean completion of construction of the Tenant Improvements in the Premises pursuant to the Approved Construction Drawings, with the exception of any punch list items.

SECTION 5

MISCELLANEOUS

6.1 **Tenant's Representative**. Tenant has designated Hobie Sheeder as its sole representative with respect to the matters set forth in this Tenant Work Letter (whose e-mail address for the purposes of this Tenant Work Letter is hobie.sheeder@rovicorp.com and phone number is (818) 295-6650, who shall have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter. At any time and from time to time hereafter, Tenant may designate a different representative by written notice to Landlord.

6.2 **Landlord's Representative**. Landlord has designated Grant Takamoto, LEEP AP (whose contact information is set forth below) as its sole representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Tenant Work Letter.

Grant Takamoto, LEED AP
Orchard Commercial Construction
1995 Laurelwood Road
Santa Clara California 95054
408.922.0400 OFFICE 408.591.0284 MOBILE
gtakamoto@orchardcommercial.com

6.3 **Time of the Essence in This Tenant Work Letter**. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. If any item requiring approval is timely disapproved by Landlord, the procedure for preparation of the document and approval thereof shall be repeated until the document is approved by Landlord.

6.4 **Tenant's Lease Default**. Notwithstanding any provision to the contrary contained in the Lease or this Tenant Work Letter, if any Default by Tenant under the Lease or this Tenant Work Letter occurs at any time on or before the substantial completion of the Tenant Improvements, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to withhold payment of all or any portion of the Tenant Improvement Allowance and/or Landlord may, without any liability whatsoever, cause the cessation of construction of the Tenant Improvements (in which case, Tenant shall be responsible for any delay in the substantial completion of the Tenant Improvements and any costs occasioned thereby), and (ii) all other obligations of Landlord under the terms of the Lease and this Tenant Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of the Lease.

6.5 **Miscellaneous Charges**. Subject to Landlord's reasonable scheduling requirements, Landlord shall permit Tenant and Contractor to use the Building's elevators and related facilities of the Building to the extent the same is reasonably necessary for Tenant, Tenant's Agents and/or the Contractor to construct the Tenant Improvements, and for Tenant's initial move into the Premises, including the installation of Tenant's furniture, fixtures, and equipment. Materials stocking will be scheduled in advance after or before Building working hours. During normal construction hours, as reasonably determined by Landlord (the "**Construction Hours**"), freight elevator usage shall be for personnel and miscellaneous tools and materials only. In addition, Tenant acknowledges that there may be an after-hours usage charge to reimburse Landlord for its incremental actual costs with respect to the use of the Building's freight elevator during hours other than the Construction Hours, but only to the extent that such use requires Landlord

to engage elevator operations or security personnel. In addition Landlord shall provide, and, except as set forth above, neither Tenant nor Tenant's Agents nor the Contractor or subcontractors shall be charged for the use of, parking, electricity, water, freight elevator and/or loading docks during the construction of the Tenant Improvements. Notwithstanding the foregoing, if Tenant, Tenant's Agents or the Contractor requires any of the foregoing in connection with any use reasonably unrelated to Tenant's construction and/or installation of the Tenant Improvements, Tenant shall pay the applicable cost of such service.

Exhibit 5

EXHIBIT C

NOTICE OF LEASE TERM DATES

To: _____
_____
_____
_____

Re: Lease dated _____, 20____ between _____, a _____ ("**Landlord**"), and _____, a _____ ("**Tenant**") concerning Suite _____ on floor(s) _____ of the office building located at _____.

Gentlemen:

In accordance with the Lease (the "**Lease**"), we wish to advise you and/or confirm as follows:

1. The Lease Term shall commence on or has commenced on _____ for a term of _____ ending on _____.
2. Rent commenced to accrue on _____, in the amount of _____.
3. If the Lease Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.
4. Your rent checks should be made payable to _____ at _____.
5. The exact number of rentable square feet within the Premises is _____square feet.
6. Tenant's Share as adjusted based upon the exact number of rentable square feet within the Premises is _____ %.

"Landlord":

_____ ,
a_____

By:_____
Its: _____

Agreed to and Accepted as of _____, 200__.

"Tenant":

_____
a_____

By:_____
Its: _____

Exhibit 5

EXHIBIT D

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control. Landlord agrees that it will not unreasonably modify, amend, change or enforce these Rules and Regulations in a manner which will unreasonably and materially interfere with the Permitted Use pursuant to the terms of the Lease.

1. Tenant shall not employ any person or persons to perform maintenance or repair services other than the Project Property Manager, unless otherwise agreed to by Landlord in writing. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Janitor service will not be furnished on nights when rooms are occupied after 9:00 p.m. unless, by agreement in writing, service is extended to a later hour for specifically designated rooms.

2. Except with Landlord's prior consent, Tenant shall not sell, or permit the sale from the Premises of, or use or permit the use of any sidewalk or mall area adjacent to the Premises, or any part of the Project for the sale of, newspapers, magazines, periodicals, theater tickets or any other goods, merchandise or service, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, business in or from the Premises for the service or accommodation of occupants or any other portion of the Project, nor shall the Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's lease.

3. Sidewalks, passageways, driveways, exits, entrances, and other common areas of the Project shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress to and egress from the Premises. Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of the Landlord, shall be prejudicial to the safety. character, reputation or interests of the Project, including its tenants and occupants.

4. Neither Tenant nor its employees or guests shall store any automobiles in the parking lots or parking garage without the prior written consent of Landlord, but Tenant's employees may on occasion park vehicle overnight while on vacation or on business trips. Except for emergency repairs, neither Tenant nor its employees shall perform any work on any automobiles while located in the parking garage or on the Land.

5. Landlord shall have the right to close temporarily the parking garage or certain areas therein in order to perform necessary repairs, maintenance and improvements to the parking garage.

6. No sign, placard, picture, name, advertisement or notice (a "Sign") visible from the exterior of the Premises shall be inscribed, painted, affixed. installed or displayed by Tenant without the prior written consent of Landlord, as provided in the Lease pursuant to which Tenant occupies space on the Project. Absent any such consent, Landlord shall have the right to remove any Sign upon one (1) business day prior notice to Tenant and at the expense of Tenant. Any such consent shall be deemed to relate to only the particular Sign so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the prior written consent of Landlord with respect to any other Sign. All approved Signs or lettering on doors and walls shall be inscribed, painted, affixed, installed, printed or otherwise displayed, at the expense of Tenant, by a person approved by Landlord and in a manner or style acceptable to Landlord.

7. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be installed or used in connection with any window or door of the Premises without the prior written consent of Landlord, except for normal and customary interior decorations to the Premises not visible from the exterior of the Building or Project. In any event, any such items shall be installed so as to face the interior surface of the standard window treatment established by Landlord and shall in no way be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors which might appear unsightly from the outside of the Premises. No sashes, sash doors, skylights, windows or doors that reflect or admit light or air into the halls, passageways or other public places in the Building shall be covered or obstructed by Tenant without the prior written consent of Landlord.

8. Tenant assumes all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed. Landlord shall not be responsible for any lost or stolen property, equipment, money or jewelry from the Premises regardless of whether such loss occurs when the Premises are locked or not.

9. Tenant shall not alter any lock or access device, nor shall Tenant install any new or additional lock, access device or bolt on any door or fence on Project or the exterior of the Premises leased by the Tenant, without the prior written consent of Landlord.

10. Landlord shall furnish Tenant, at no cost to Tenant, a reasonable number of keys to the Premises (given the intended occupancy). Tenant shall pay a reasonable charge for any additional keys furnished by Landlord. Any card-keys issued by Landlord shall upon such issuance require payment of a refundable deposit in an amount reasonably determined from time to time by Landlord. Tenant shall not make or have made copies of any keys or card-keys furnished by Landlord. Tenant shall, upon the expiration or sooner termination of its tenancy, deliver to Landlord all of such keys and card-keys, together with any of the keys relating to the Premises including, but not limited to, all keys to any vaults or safes which remain on the Premises. In the event of the loss of any keys furnished by Landlord to Tenant, Tenant shall pay Landlord (a) the cost thereof (less any deposit paid by Tenant) or (b) the cost of changing the subject lock(s) or access device(s) if Landlord deems it necessary to make such change.

11. From time to time, Landlord may adopt procedures and systems for the safety of the Building, its occupants, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's procedures and systems.

12. Landlord reserves the right to exclude or expel from the Project any person who is, in the judgment of Landlord, intoxicated or under the influence of alcohol or other drug or who is in violation of any of the Project Rules or Regulations.

13. Landlord shall have the right to prohibit any advertising by Tenant which identifies the Building, and which, in Landlord's opinion, tends to impair the reputation of the Project or its desirability for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

14. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of these Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

15. Wherever the word "**Tenant**" occurs in these Rules and Regulations, it is understood and agreed that it shall mean and include Tenant and Tenant's assigns and subtenants, and each of their associates, agents, clerks, employees and visitors. Wherever the word "**Landlord**" occurs in these Rules and Regulations, it is understood and agreed that it shall mean and include Landlord and its assigns, agents, officers, employees and visitors.

16. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or part, the terms, covenants, agreements and conditions of any Lease of premises on the Project.

17. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Project, and for the preservation of good order therein.

18. Tenant shall be responsible for the observance of all the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests.

Exhibit 5

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

EXHIBIT E

FORM OF TENANT'S ESTOPPEL CERTIFICATE

The undersigned as Tenant under that certain Lease (the "**Lease**") made and entered into as of _____, 20__ by and between _____, as Landlord, and the undersigned as Tenant, for Premises on the _____ floor(s) of the office building located at _____, certifies as follows:

1. Attached hereto as **Exhibit A** is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in **Exhibit A** represent the entire agreement between the parties as to the Premises.

2. The undersigned currently occupies the Premises described in the Lease, the Lease Term commenced on _____, and the Lease Term expires on _____, and the undersigned has no option to terminate or cancel the Lease or to purchase all or any part of the Premises, the Building and/or the Project.

3. Base Rent became payable on _____.

4. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in **Exhibit A**.

5. Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:

6. Intentionally Omitted.

7. All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through _____. The current monthly installment of Base Rent is $_____.

8. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not presently in default thereunder. In addition, the undersigned has not delivered any notice to Landlord regarding a default by Landlord thereunder.

9. No rental has been paid more than thirty (30) days in advance and no security has been deposited with Landlord except as provided in the Lease. Neither Landlord, nor its successors or assigns, shall in any event be liable or responsible for, or with respect to, the retention, application and/or return to Tenant of any security deposit paid to any prior landlord of the Premises, whether or not still held by any such prior landlord, unless and until the party from whom the security deposit is being sought, whether it be a lender, or any of its successors or assigns, has actually received for its own account, as landlord, the full amount of such security deposit.

10. As of the date hereof, there are no existing defenses or offsets, or, to the undersigned's actual knowledge, claims or any basis for a claim, that the undersigned has against Landlord.

11. If Tenant is a corporation or partnership, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

Exhibit 5

12. There are no actions pending against the undersigned under the bankruptcy or similar laws of the United States or any state.

13. Tenant is in compliance with all federal, state and local laws, ordinances, rules and regulations affecting its use of the Premises, including, but not limited to, those laws, ordinances, rules or regulations relating to hazardous or toxic materials. Tenant has never permitted or suffered, nor does Tenant have any knowledge of, the generation, manufacture, treatment, use, storage, disposal or discharge of any hazardous, toxic or dangerous waste, substance or material in, on, under or about the Project or the Premises or any adjacent premises or property in violation of any federal, state or local law, ordinance, rule or regulation,

14. To the undersigned's knowledge, except as noted below (if any), all tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been paid in full. All work (if any) in the common areas required by the Lease to be completed by Landlord has been completed.

The undersigned acknowledges that this Estoppel Certificate may be delivered to Landlord or to a prospective mortgagee or prospective purchaser, and acknowledges that said prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in making the loan or acquiring the property of which the Premises is a part and that receipt by it of this certificate is a condition of making such loan or acquiring such property.

Executed at _____ on the ____ day of _____, 20_____.

"Tenant":

_____

a _____

By: _____

Its: _____

By: _____

Its: _____

Exhibit 5

EXHIBIT F

NET EQUIVALENT LEASE RATE

1. METHODOLOGY FOR COMPARING THE COMPARABLE TRANSACTIONS.

In order to analyze the Comparable Transactions based on the factors to be considered in calculating the Option Rent, and given that the Comparable Transactions may vary in terms of length or term, rental rate, concessions, etc., the following steps shall be taken into consideration to "normalize" the objective data from each of the Comparable Transactions. By taking this approach, a "Net Equivalent Lease Rate" for each of the Comparable Transactions shall be determined using the following steps to normalize the Comparable Transactions, which will allow for an "apples to apples" comparison of the Comparable Transactions.

1.1 The contractual rent payments for each of the Comparable Transactions should be arrayed annually over the lease term. From this figure, the initial lease year operating expenses (from gross leases) should be deducted, leaving a net lease rate over the lease term. This results in the net rent received by each landlord under the Comparable Transactions.

1.2 Any free rent or similar inducements received over time should be deducted in the time period in which they occur, resulting in the net cash flow arrayed over the lease term.

1.3 The resultant net cash flow from the lease should be then discounted (using an 8.0% discount rate) to the lease commencement date, resulting in a net present value estimate.

1.4 From the net present value, up-front inducements (tenant improvement allowances and other concessions) should be deducted. These items should be deducted directly, on a "dollar for dollar" basis, without discounting, since they are typically incurred at lease commencement, while rent (which is discounted) is a future receipt.

1.5 The net present value should then amortized back over the lease term at the same discount rate of 8.0% used in the present value analysis. This calculation will result in a hypothetical level or even payment, termed the "Net Equivalent Lease Rate" (or constant equivalent in general financial terms).

2. USE OF NET EQUIVALENT LEASE RATES FOR COMPARABLE TRANSACTIONS UNDER SECTION 2.2.2 OF THIS LEASE.

The Net Equivalent Lease Rates for the Comparable Transactions under Section 2.2.3 of this Lease shall then be used to arrive at the determination of the Option Rent which shall be stated as a Net Equivalent Lease Rate applicable to the Option Term.

Exhibit 5

LEASE

TWO CIRCLE STAR WAY
San Mateo, California

GC NET LEASE (SAN CARLOS) INVESTORS, LLC,
a Delaware limited liability company,

as Landlord,

and
ROVI CORPORATION,
a Delaware corporation,

as Tenant.

Exhibit 5

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EXHIBIT B

COPY OF EXISTING SUBLEASE

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Exhibit 5

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("**Sublease**") is made and entered into as of the 12th day of October, 2015 by and between ROVI CORPORATION, a Delaware corporation ("**Sublandlord**"), and UPSTART HOLDINGS, INC., a Delaware corporation ("**Subtenant**").

WHEREAS, GC NET LEASE/SAN CARLOS INVESTORS, LLC as landlord ("**Landlord**"), and ROVI CORPORATION as tenant ("**Tenant**") entered into a lease dated June 28, 2015 ("**Master Lease**"), whereby Landlord leased to Tenant the 103,948 RSF ("**Master Premises**") of the building located at Two Circle Star Way, San Carlos, California 90470 (the "**Building**"), as more particularly described in the Master Lease, upon the terms and conditions contained therein. All capitalized terms used herein shall have the same meaning ascribed to them in the Master Lease unless otherwise defined herein. A copy of the Master Lease is attached hereto as Exhibit A and made a part hereof.

WHEREAS, Sublandlord and Subtenant are desirous of entering into a sublease of that portion of the Master Premises consisting of a stipulated 27,867 RSF shown cross-hatched in black on the demising plan annexed hereto as Exhibit B which is the entire second (2nd) floor of the Building and made a part hereof ("**Sublease Premises**") on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Demise. Sublandlord hereby subleases and demises to Subtenant and Subtenant hereby subleases from Sublandlord the Sublease Premises (which the parties stipulate contain 27,867 rentable square feet), upon and subject to the terms, covenants and conditions hereinafter set forth.

2. Lease Term.

(a) Lease Term. The term of this Sublease ("**Term**") shall be for four (4) years, commencing on the earlier of the date Subtenant receives notice from Sublandlord that the Landlord has consented to this Sublease or the date upon which Subtenant, or any person occupying any of the Sublease Premises with Subtenant's permission, commences business operations from the Sublease Premises ("**Sublease Commencement Date**") and ending, unless sooner terminated as provided herein, on the last day of the month in which the fourth (4th) anniversary of the Sublease Commencement Date occurs ("**Sublease Expiration Date**").

(b) Option to Terminate. Notwithstanding the provisions of Section 2(a) to the contrary, Sublandlord and Subtenant shall each have the option to terminate this Sublease (the "**Option to Terminate**") at any time during the Term of this Sublease upon at least one hundred and eighty (180) days prior written notice ("**Termination Notice**") from Sublandlord to Subtenant or from Subtenant to Sublandlord, but no such Termination Notice may be sent by either party prior to the end of the thirtieth (30th) month anniversary of the Sublease Commencement Date.

In the event Sublandlord shall exercise the Option to Terminate pursuant to the provisions set forth herein, the Term of this Sublease shall expire and come to an end as of the date set forth in Sublandlord's notice but not earlier than the third (3rd) anniversary of the Sublease Commencement Date (hereinafter referred to as the "**Early Termination Date**") as if that day was the date definitely fixed in this Sublease for the termination of the Term hereof, but Subtenant shall continue to be liable for the payments accruing up to and including the Early Termination Date, including, but not limited to, any additional rent allocable to the period through such Early Termination Date even though such additional rent may be determined at a later date. Sublandlord shall pay Subtenant an amount equal to $201.21 multiplied by the number of days that elapse from the third (3rd) anniversary of the Sublease Commencement Date to the Early Termination Date on the Early Termination Date if Sublandlord sent the Termination Notice.

In the event Subtenant shall exercise the Option to Terminate pursuant to the provisions set forth herein, the Term of this Sublease shall expire and come to an end as of the date set forth in Subtenant's notice but not earlier than the third (3rd) anniversary of the Sublease Commencement Date (also referred to as the "**Early Termination Date**") as if that day was the date definitely fixed in this Sublease for the termination of the Term hereof, but Subtenant shall continue to be liable for the payments accruing up to and including the Early Termination Date, including, but not limited to, any additional rent allocable to the period through such Early Termination Date even though such additional rent may be determined at a later date and Subtenant shall pay Sublandlord on the Early Termination Date an amount equal to the unamortized (amortized over four (4) years) amount of the attorney fees and commissions paid by Sublandlord.

At the expiration or earlier termination of this Sublease, Sublandlord shall have the right on ninety (90) days notice to Subtenant to purchase the Furniture listed on Exhibit C for one dollar ($1.00) in consideration of Sublandlord entering into this Sublease, or Sublandlord in its sole discretion may elect on ninety (90) days notice to Subtenant to require the Subtenant to remove the Furniture within five (5) business days following the expiration or earlier termination of this Sublease or, if later, ninety (90) days following receipt of notice from Sublandlord to Subtenant requiring such removal.

3. Use. The Sublease Premises shall be used and occupied by Subtenant for the uses permitted under and in compliance with Article 5 of the Master Lease and Section 7 of the Summary of Basic Lease Information and for no other purpose.

4. Subrental.

(a) Base Rental. Beginning with the Sublease Commencement Date and thereafter during the Term of this Sublease and ending on the Sublease Expiration Date, Subtenant shall pay to Sublandlord the following monthly installments of base rent ("**Base Rental**"):

Months 1 to 12:	$ 93,354.45/month
Months 13 to 24:	$ 96,155.08/month
Months 25 to 36:	$ 99,039.73/month
Months 37 to 48:	$102,010.93/month

The first (1st) monthly installment of Base Rental shall be paid by Subtenant upon the execution of this Sublease. Base Rental and additional rent (including without limitation, late fees) shall hereinafter be collectively referred to as "**Rent**." Subtenant shall have the right to occupy the Sublease Premises without payment of Rent for two (2) weeks prior to the Sublease Commencement Date to set up its business operations, but regardless of any contrary provision of this Sublease the Sublease Commencement Date will occur on the date Subtenant commences business operations from the Premises.

(b) Prorations. If the Sublease Commencement Date is not the first (1st) day of a month, or if the Sublease Expiration Date is not the last day of a month, a prorated installment of monthly Base Rental based on a thirty (30) day month shall be paid for the fractional month during which the Term commenced or terminated.

(c) Additional Rent. Beginning with the Sublease Commencement Date and continuing to the Sublease Expiration Date, Subtenant shall pay to Sublandlord as additional rent for this subletting all special or after-hours cleaning, heating, ventilating, air-conditioning, elevator and other Building charges incurred at the request of, or on behalf of, Subtenant, or with respect to the Sublease Premises and all other Direct Expenses, costs and charges payable to Landlord for the Sublease Premises in connection with Subtenant's use of the Sublease Premises.

(d) Alterations and Improvements. Subtenant shall have the right to paint the accent walls within the Premises but, if requested by Sublandlord, shall repaint such walls at the termination of this Sublease to a color selected by Sublandlord. Subtenant may make Alterations to the Premises to the extent permitted by Article 8 of the Master Lease but Subtenant shall restore the Premises to its original condition (as it existed on the date this Sublease is executed) unless Sublandlord agrees in writing at the time it consents to the Alterations that no such restoration is required.

(e) Payment of Rent. Except as otherwise specifically provided in this Sublease, Rent shall be payable in lawful money without demand, and without offset, counterclaim, or setoff in monthly installments, in advance, on the first day of each and every month during the Term of this Sublease. All of said Rent is to be paid to Sublandlord at its office in the Building, or at such other place or to such agent and at such place as Sublandlord may designate by notice to Subtenant. Any additional rent payable on account of items which are not payable monthly by Sublandlord to Landlord under the Master Lease is to be paid to Sublandlord as and when such items are payable by Sublandlord to Landlord under the Master Lease unless a different time for payment is elsewhere stated herein. Upon written request therefor, Sublandlord agrees to provide Subtenant with copies of any statements or invoices received by Sublandlord from Landlord pursuant to the terms of the Master Lease.

(f) Late Charge. Subtenant shall pay to Sublandlord an administrative charge at an annual interest rate equal to the prime rate charged by Bank of America, N.T. & S.A. plus two percent (2%) ("**Interest Rate**") on all past-due amounts of Rent payable hereunder, such charge to accrue from the date upon which such amount was due until paid.

5. Security Deposit. Concurrently with the execution of this Sublease, Subtenant shall deposit with Sublandlord the sum of Three Hundred Seventy-Three Thousand Four Hundred Seventeen and 80/100 Dollars ($373,417.80) ("**Deposit**"), which shall be held by Sublandlord as security for the full and faithful performance by Subtenant of its covenants and obligations under this Sublease. The Deposit is not an advance Rent deposit, an advance payment of any other kind, or a measure of Sublandlord's damage in case of Subtenant's Default. If Subtenant Defaults in the full and timely performance of any or all of Subtenant's covenants and obligations set forth in this Sublease, then Sublandlord may, from time to time, without waiving any other remedy available to Sublandlord, use the Deposit, or any portion of it, to the extent necessary to cure or remedy the Default or to compensate Sublandlord for all or a part of the damages sustained by Sublandlord resulting from Subtenant's Default. Subtenant shall immediately pay to Sublandlord within five (5) days following demand, the amount so applied in order to restore the Deposit to its original amount, and Subtenant's failure to immediately do so shall constitute a Default under this Sublease. If Subtenant is not in Default with respect to the covenants and obligations set forth in this Sublease at the expiration or earlier termination of the Sublease, Sublandlord shall return the Deposit to Subtenant after the expiration or earlier termination of this Sublease. Sublandlord's obligations with respect to the Deposit are those of a debtor and not a trustee. Sublandlord shall not be required to maintain the Deposit separate and apart from Sublandlord's general or other funds and Sublandlord may commingle the Deposit with any of Sublandlord's general or other funds. Subtenant shall not at any time be entitled to interest on the Deposit If Subtenant is not in Default on the first (1st) anniversary of the Sublease Commencement Date, the Security Deposit shall be reduced by Ninety-Three Thousand Three Hundred Fifty-Four and 45/100 Dollars ($93,354.45), and if Subtenant is not in Default on the second (2nd) anniversary of the Sublease Commencement Date, the Security Deposit shall be reduced by an additional Ninety-Three Thousand Three Hundred Fifty-Four and 45/100 Dollars ($93,354.45).

6. Signage. Subtenant is granted the right, at or about the inception of the Term of this Sublease, to install an appropriate sign identifying Subtenant in the ground floor lobby, on the second (2nd) floor, and on the Building directory if such directory exists, subject to Landlord's and Sublandlord's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Except for the foregoing, Subtenant shall have no right to maintain Subtenant identification signs in any other location in, on, or about the Premises. The size, design, color and other physical aspects of all such permitted signs shall also be subject to Landlord's and Sublandlord's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned and shall also be subject to any covenants, conditions or restrictions encumbering the Sublease Premises and any applicable municipal or other governmental permits and approvals. The cost of all such signs, including the installation, maintenance and removal thereof, shall be at Subtenant's sole cost and expense. If Subtenant fails to maintain its signs, or if Subtenant fails to remove same upon the expiration or earlier termination of this Sublease and repair any damage caused by such removal, Sublandlord may do so at Subtenant's expense and Subtenant shall reimburse Sublandlord for all actual costs incurred by Sublandlord to effect such removal.

7. Parking. Subtenant shall have the right, during the Term of this Sublease, to use up to twenty-five percent (25%) of the parking privileges granted to Sublandlord as Tenant under the Master Lease (but only for unreserved parking) in the Project Parking Area as set forth in Article 28 of the Master Lease. All such parking privileges shall be at no charge but otherwise subject to the terms and conditions set forth in the Master Lease, and Subtenant shall reimburse Sublandlord, upon demand, for those amounts billed to Sublandlord by Landlord for said parking privileges to the extent permitted by Article 28 of the Master Lease.

8. Incorporation of Terms of Master Lease.

(a) This Sublease is subject and subordinate to the Master Lease. Subject to the modifications set forth in this Sublease, the terms of the Master Lease are incorporated herein by reference, and shall, as between Sublandlord and Subtenant (as if they were Landlord and Tenant, respectively, under the Master Lease) constitute the terms of this Sublease except to the extent that they are inapplicable to, inconsistent with, or modified by, the terms of this Sublease. In the event of any inconsistencies between the terms and provisions of the Master Lease And the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern. Subtenant acknowledges that it has reviewed the Master Lease and is familiar with the terms and conditions thereof.

(b) For the purposes of incorporation herein, the terms of the Master Lease are subject to the following additional modifications:

(i) In all provisions of the Master Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Sublease) requiring the approval or consent of Landlord, Subtenant shall be required to obtain the approval or consent of both Sublandlord and Landlord.

(ii) In all provisions of the Master Lease requiring Tenant to submit, exhibit to, supply or provide Landlord with evidence, certificates, or any other matter or thing, Subtenant shall be required to submit, exhibit to, supply or provide, as the case may be, the same to both Landlord and Sublandlord. In any such instance, Sublandlord shall determine if such evidence, certificate or other matter or thing shall be satisfactory.

(iii) Sublandlord shall have no obligation to restore or rebuild any portion of the Sublease Premises after any destruction or taking by eminent domain.

(c) The following provisions of the Master Lease are specifically excluded: Sections 1.4, 2.2, 4.6, 5.3, 6.5, 7.1, and 23, and Exhibit B and Exhibit F.

(d) Notwithstanding the foregoing, Subtenant may use twenty-five percent (25%) of the roof (to the extent such roof space is not needed to service the Building and such use does not interfere with Tenant's use of its Premises and/or its business operations) subject to the receipt of the Landlord's consent in accordance with the Master Lease.

9. Subtenant's Obligations. Subtenant covenants and agrees that all obligations of Sublandlord as Tenant under the Master Lease shall be done or performed by Subtenant with respect to the Sublease Premises, except as otherwise provided by this Sublease, and Subtenant's

obligations shall run to Sublandlord and Landlord as Sublandlord may determine to be appropriate or be required by the respective interests of Sublandlord and Landlord. Subtenant agrees to indemnify Sublandlord, and hold it harmless, from and against any and all claims, damages, losses, expenses and liabilities (including reasonable attorneys' fees) incurred as a result of the non-performance, non-observance or non-payment of any of Sublandlord's obligations under the Master Lease which, as a result of this Sublease, became an obligation of Subtenant. If Subtenant makes any payment to Sublandlord pursuant to this indemnity, Subtenant shall be subrogated to the rights of Sublandlord concerning said payment. Subtenant shall not do, nor permit to be done, any act or thing which is, or with notice or the passage of time would be, a Default under this Sublease or the Master Lease.

10. Sublandlord's Obligations. Sublandlord agrees that Subtenant shall be entitled to receive all services and repairs to be provided by Landlord to Sublandlord under the Master Lease. Subtenant shall look solely to Landlord for all such services and shall not, under any circumstances, seek nor require Sublandlord to perform any of such services, nor shall Subtenant make any claim upon Sublandlord for any damages which may arise by reason of Landlord's Default under the Master Lease. Any condition resulting from a Default by Landlord shall not constitute as between Sublandlord and Subtenant an eviction, actual or constructive, of Subtenant and no such Default shall excuse Subtenant from the performance or observance of any of its obligations to be performed or observed under this Sublease, or entitle Subtenant to receive any reduction in or abatement of the Rent provided for in this Sublease. In furtherance of the foregoing, Subtenant does hereby waive any cause of action and any right to bring any action against Sublandlord by reason of any act or omission of Landlord under the Master Lease. Sublandlord covenants and agrees with Subtenant that Sublandlord will pay all fixed rent and additional rent payable by Sublandlord pursuant to the Master Lease to the extent that failure to perform the same would adversely affect Subtenant's use or occupancy of the Sublease Premises. Notwithstanding anything in this Sublease to the contrary, in the event that Subtenant sends Sublandlord a factually correct notice that it cannot use its Sublease Premises for its normal business activities because Landlord is not fulfilling its maintenance and repair obligations under the Master Lease, then Sublandlord, at Subtenant's sole cost and expense, will use commercially reasonable efforts, with attorneys approved by and paid for by Subtenant, to have Landlord fulfill its obligations under the Master Lease.

11. Default by Subtenant. In the event Subtenant shall be in Default of any covenant of, or shall fail to honor any obligation under this Sublease ("**Default**"), Sublandlord shall have available to it against Subtenant all of the remedies available (a) to Landlord under the Master Lease in the event of a similar Default on the part of Sublandlord thereunder or (b) at law.

12. Quiet Enjoyment. So long as Subtenant pays all of the Rent due hereunder and performs all of Subtenant's other obligations hereunder, Sublandlord shall do nothing to affect Subtenant's right to peaceably and quietly have, hold and enjoy the Sublease Premises.

13. Notices. Anything contained in any provision of this Sublease to the contrary notwithstanding, Subtenant agrees, with respect to the Sublease Premises, to comply with and remedy any Default in this Sublease or the Master Lease which is Subtenant's obligation to cure, within the period allowed to Sublandlord under the Master Lease, even if such time period is

shorter than the period otherwise allowed therein due to the fact that notice of Default from Sublandlord to Subtenant is given after the corresponding notice of Default from Landlord to Sublandlord. Sublandlord agrees to forward to Subtenant, promptly upon receipt thereof by Sublandlord, a copy of each notice of Default received by Sublandlord in its capacity as Tenant under the Master Lease. Subtenant agrees to forward to Sublandlord, promptly upon receipt thereof, copies of any notices received by Subtenant from Landlord or from any governmental authorities. All notices, demands and requests shall be in writing and shall be sent either by hand delivery or by a nationally recognized overnight courier service (e.g., Federal Express), in either case return receipt requested, to the address of the appropriate party. Notices, demands and requests so sent shall be deemed given when the same are received. Notices to Sublandlord shall be sent to the attention of:

Rovi Corporation
Two Circle Star Way
San Carlos, California 90470
Attention: Mr. Hobie Shceder

with a copy to:

DLA Piper LLP (US)
550 South Hope Street, 23rd Floor
Los Angeles, California 90067-6022
Attn: Michael E. Meyer, Esq.

Notices to Subtenant shall be sent to the attention of:

Upstart Holdings, Inc.
Two Circle Star Way, 2nd Floor
San Carlos, California 90470
Attn: General Counsel

14. Broker. Sublandlord and Subtenant represent and warrant to each other that, with the exception of Newmark Cornish & Carey ("**Broker**"), no brokers were involved in connection with the negotiation or consummation of this Sublease. Sublandlord agrees to pay the commission of the Broker pursuant to a separate agreement. Each party agrees to indemnify the other, and hold it harmless, from and against any and all claims, damages, losses, expenses and liabilities (including reasonable attorneys' fees) incurred by said party as a result of a breach of this representation and warranty by the other party.

15. Condition of Premises. Sublandlord shall deliver the Premises to Subtenant in good working order and condition, inclusive of the HVAC, electrical, plumbing and lighting systems, but no representation is made with respect to the existing data cabling. Except as provided above, Subtenant acknowledges that it is otherwise subleasing the Sublease Premises "as-is" and that Sublandlord is not making any representation or warranty concerning the condition of the Sublease Premises and that Sublandlord is not obligated to perform any work to prepare the Sublease Premises for Subtenant's occupancy. Subtenant acknowledges that it is not authorized to make or do any alterations or improvements in or to the Sublease Premises except as permitted by the provisions of this Sublease and the Master Lease and that it must deliver the Sublease Premises to Sublandlord on the Sublease Expiration Date in the condition required by the Master Lease.

16. Consent of Landlord. Article 14 of the Master Lease requires Sublandlord to obtain the written consent of Landlord to this Sublease. Sublandlord shall solicit Landlord's consent to this Sublease promptly following the execution and delivery of this Sublease by Sublandlord and Subtenant. In the event Landlord's written consent to this Sublease has not been obtained within sixty (60) days after the execution hereof, then this Sublease may be terminated by either party hereto upon notice to the other, and upon such termination neither party hereto shall have any further rights against or obligations to the other party hereto.

17. Termination of the Lease. If for any reason the term of the Master Lease shall terminate prior to the Sublease Expiration Date, this Sublease shall automatically be terminated and Sublandlord shall not be liable to Subtenant by reason thereof unless said termination shall have been caused by the Default of Sublandlord under the Master Lease, and said Sublandlord Default was not as a result of a Subtenant Default hereunder.

18. Limitation of Estate. Subtenant's estate shall in all respects be limited to, and be construed in a fashion consistent with, the estate granted to Sublandlord by Landlord. Subtenant shall stand in the place of Sublandlord and shall defend, indemnify and hold Sublandlord harmless with respect to all covenants, warranties, obligations, and payments made by Sublandlord under or required of Sublandlord by the Master Lease with respect to the Subleased Premises. In the event Sublandlord is prevented from performing any of its obligations under this Sublease by a breach by Landlord of a term of the Master Lease, then Sublandlord's sole obligation in regard to its obligation under this Sublease shall be to use reasonable efforts in diligently pursuing the correction or cure by Landlord of Landlord's breach.

19. Entire Agreement. It is understood and acknowledged that there arc no oral agreements between the parties hereto affecting this Sublease and this Sublease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Sublandlord to Subtenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Sublease. This Sublease, and the exhibits and schedules attached hereto, contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Sublease Premises and shall be considered to be the only agreements between the parties hereto and their representatives and agents. None of the terms, covenants, conditions or provisions of this Sublease can be modified, deleted or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Sublease.

20. Civil Code Section 1938 Disclosure. Subtenant hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Building nor the Sublease Premises has undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code Section 55.52).

21. **Furniture**. Subtenant is purchasing from Softbank for Two Hundred Ninety-Three Thousand Seven Hundred Sixty-Seven Dollars and 62/100 ($293,767.62), and may use, the furniture itemized on Exhibit C to the Sublease ("**Furniture**") until the end of the Sublease Term or earlier expiration or termination of this Sublease. Except as provided to the contrary in Section 2 above, Subtenant shall return the Furniture to Sublandlord at the end of the Sublease Term (or if earlier, on the expiration or termination of this Sublease) in the same condition as received, reasonable wear and tear excepted and title to such Furniture shall then become vested in Sublandlord. Provided, however, within ten (10) business days of the later of the execution of this Sublease and the receipt of the Landlord's consent to this Sublease, Subtenant and Sublandlord shall cooperate with each other to schedule a walkthrough of the Sublease Premises and inspect the Furniture and Sublandlord shall remove within three (3) business days of a notice from Subtenant any of such Furniture that Subtenant advises it will not need.

22. **Assignment and Sublease**. Subtenant, as long as it complies with the provisions of Article 14 of the Master Lease, shall have the right to assign this Sublease, or sublease all or any portion of the Sublease Premises, upon receipt of the consent of Landlord and Sublandlord. Provided, however, notwithstanding anything to the contrary contained in this Sublease, in the event Subtenant contemplates a transfer of all or any part of the Premises, Subtenant shall give Sublandlord notice (the "**Intention to Transfer Notice**") of such contemplated transfer (whether or not the contemplated transferee or the terms of such contemplated transfer have been determined). The Intention to Transfer Notice shall specify the portion of and amount of rentable square feet of the Sublease Premises which Subtenant intends to transfer (the "**Contemplated Transfer Space**"), the contemplated date of commencement of the Contemplated Transfer (the "**Contemplated Effective Date**"), and the contemplated length of the term of such contemplated transfer, and shall specify that such Intention to Transfer Notice is delivered to Sublandlord pursuant to this Section 22 in order to allow Sublandlord to elect to recapture the Contemplated Transfer Space. Thereafter, Sublandlord shall have the option, by giving written notice to Subtenant within thirty (30) days after receipt of any Intention to Transfer Notice, to recapture the Contemplated Transfer Space. Such recapture shall cancel and terminate this Sublease with respect to such Contemplated Transfer Space as of the Contemplated Effective Date. If Sublandlord declines, or fails to elect in a timely manner, to recapture such Contemplated Transfer Space under this Section 22, then, subject to the other terms of this Section 22, for a period of six (6) months (the "**Six Month Period**") commencing on the last day of such thirty (30) day period, Sublandlord shall not have any right to recapture the Contemplated Transfer Space with respect to any transfer made during the Six Month Period, provided that any such transfer is substantially on the terms set forth in the Intention to Transfer Notice, and provided further that any such transfer shall be subject to the remaining terms of this Section 22. If such a transfer is not so consummated within the Six Month Period (or if a transfer is so consummated, then upon the expiration of the term of any transfer of such Contemplated Transfer Space consummated within such Six Month Period), Subtenant shall again be required to submit a new Intention to Transfer Notice to Sublandlord with respect to any contemplated transfer, as provided above in this Section 22. If Sublandlord does not elect to recapture, and if as a result of the sublease, Subtenant receives from the sub-sublessee a Transfer Premium (as defined in Section 14.3 of the Master Lease), then Subtenant shall pay Sublandlord 50% of the Transfer Premium as and when received.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the date first written above.

SUBLANDLORD:

ROVI CORPORATION,
a Delaware corporation

By: /s/ Pamela Sergeeff
Name: Pamela Sergeeff
Its: AUTHORIZED SIGNATORY

SUBTENANT:

UPSTART HOLDINGS, INC.,
a Delaware corporation

By: /s/ Dave Girouard
Name: Dave Girouard
Its: CEO

Exhibit 5

EXHIBIT A

COPY OF MASTER LEASE

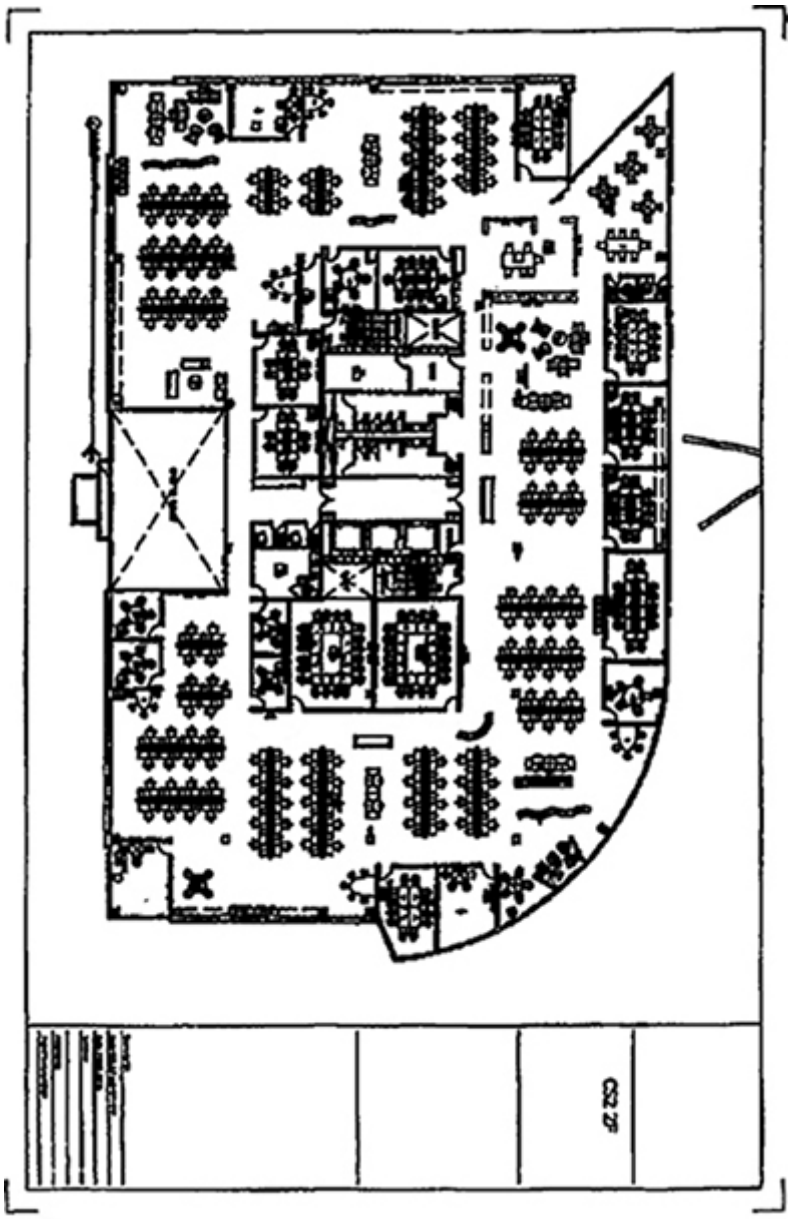
[*To Be Attached*]

A-1

Exhibit 5

EXHIBIT B

DEMISING PLAN

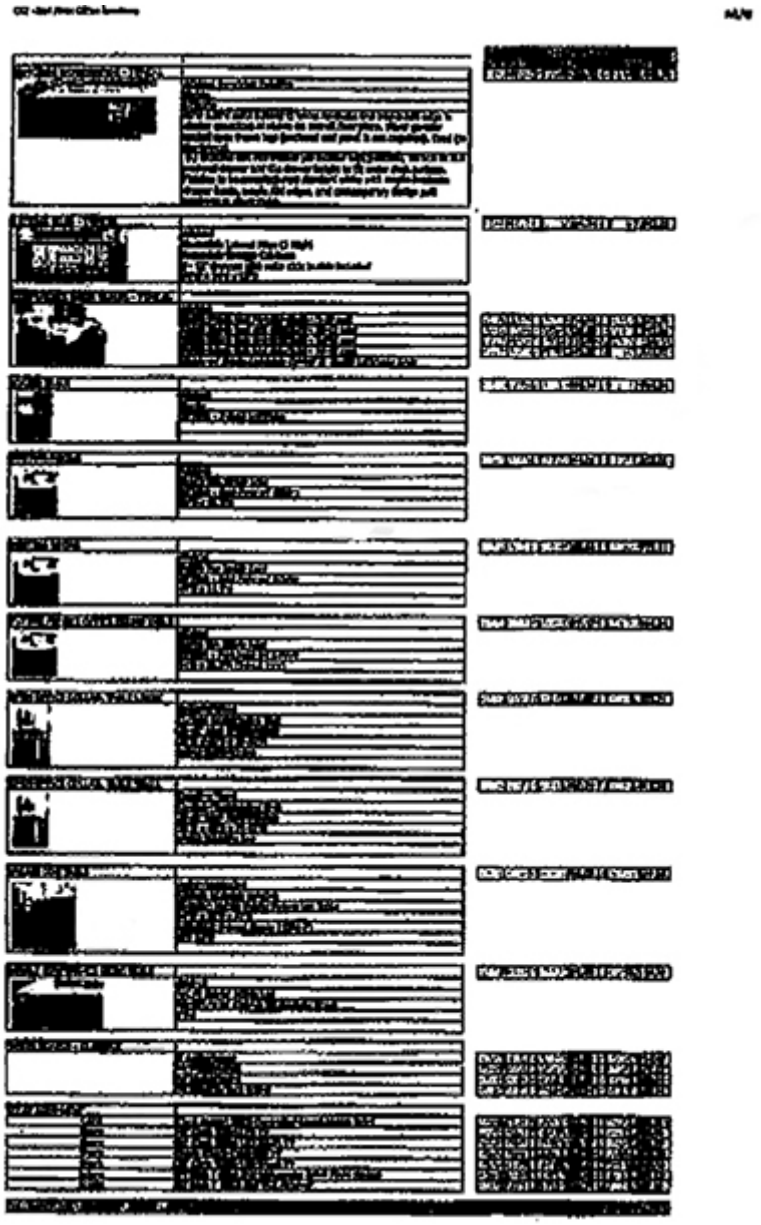


B-1

Exhibit 5

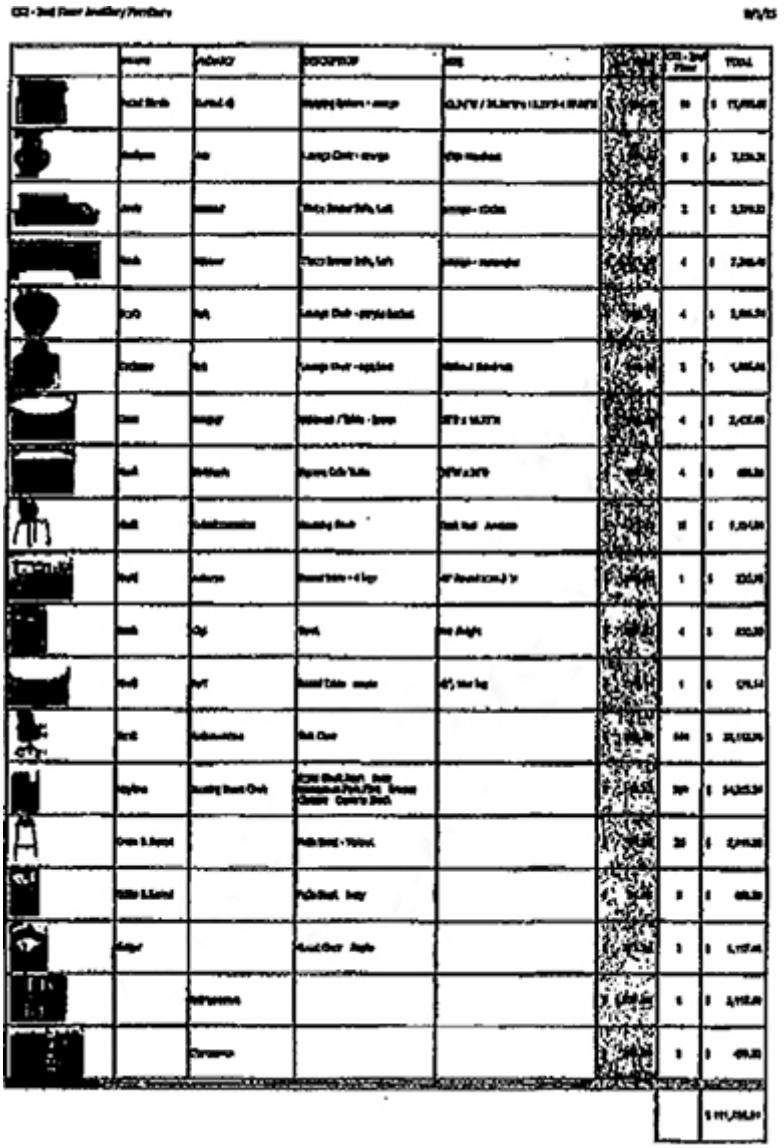
EXHIBIT C

FURNITURE



C-1

Exhibit 5



C-2

Exhibit 5

EXHIBIT C

DIAGRAM OF FIRST FLOOR EARLY OCCUPANCY SPACE

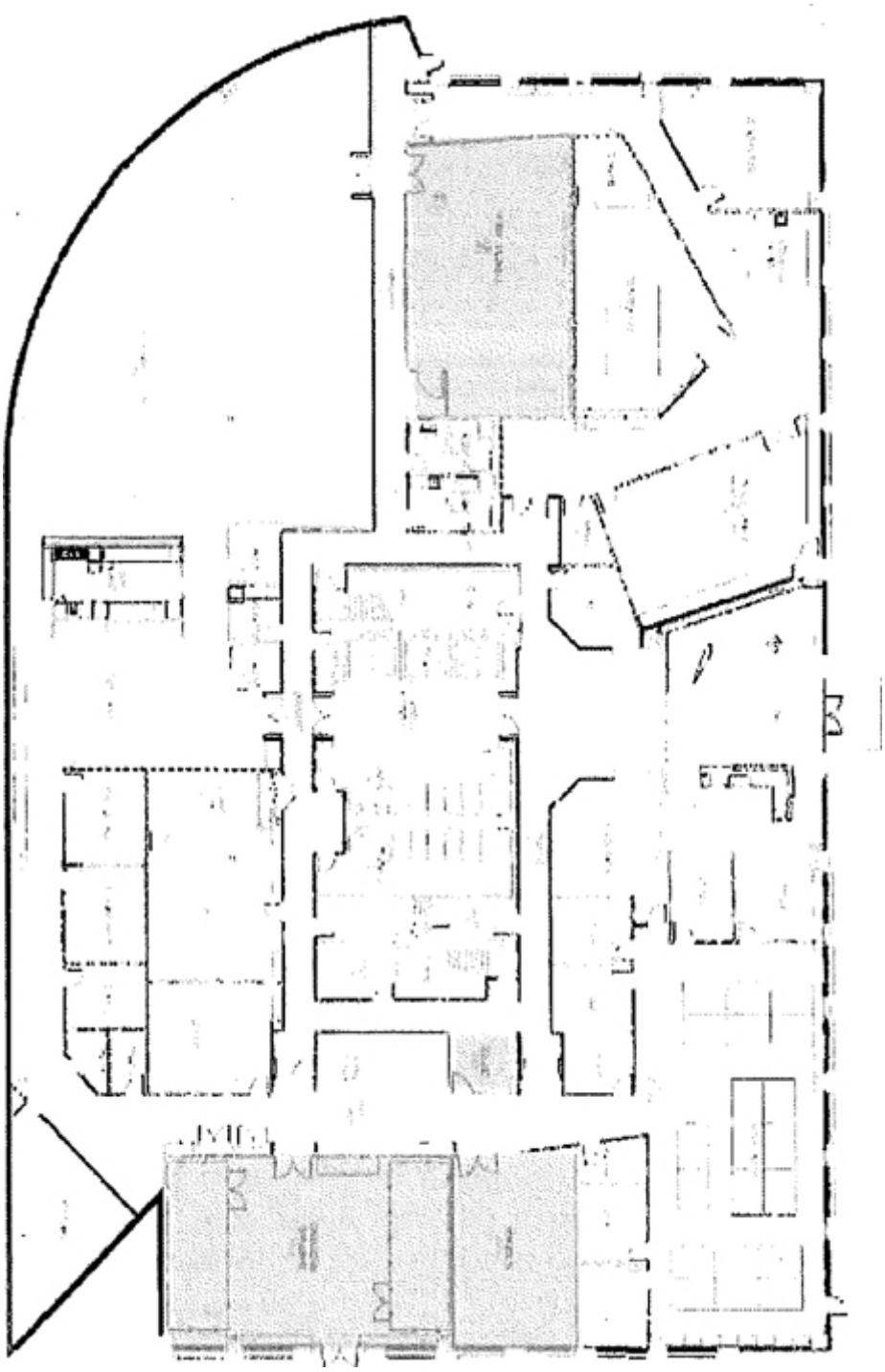


Exhibit 5

EXHIBIT D

DIAGRAM OF FIRST FLOOR OFFICE SPACE