

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended September 30, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

Commission file number 001-04321

Forge Global Holdings, Inc.
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

99-4383083

(I.R.S. Employer Identification No.)

4 Embarcadero Center
Floor 15
San Francisco, CA 94111

(Address of principal executive offices, including zip code)

(415) 881-1612

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	FRGE	The New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).
Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act:

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of November 12, 2025, the registrant had 13,756,621 shares of common stock, \$0.0001 par value per share, outstanding.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Unless the context otherwise requires, references in this Quarterly Report on Form 10-Q (this "Report") to "Forge," the "Company," "us," "we," "our," and any related terms are intended to mean Forge Global Holdings, Inc. and its consolidated subsidiaries.

Certain statements in this Report may constitute "forward-looking statements" for purposes of the federal securities laws. Our forward-looking statements include, but are not limited to, statements regarding our or our management team's expectations, hopes, beliefs, intentions, or strategies regarding the future. In addition, any statements that refer to projections, forecasts, or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intends," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "will," "would," and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements in this Report may include, for example, statements about our ability to:

- effectively respond to general macroeconomic and business conditions;
- execute our business strategy, including monetization of services provided;
- anticipate the uncertainties inherent in the development of new business lines, strategies, products, and services;
- anticipate rapid technological changes and competitive threats;
- respond to uncertainties associated with product and service development and market acceptance;
- increase brand awareness;
- attract, train, and retain effective officers, employees, directors, and other key personnel;
- acquire, develop, and protect intellectual property;
- maintain key strategic relationships with partners;
- anticipate the significance and timing of contractual obligations;
- enhance future operating and financial results;
- integrate, operate, and manage any acquired businesses;
- respond to fluctuations in interest rates and foreign currency exchange rates;
- finance operations on an economically viable basis;
- meet future capital adequacy and liquidity requirements;
- obtain additional capital, including use of the debt market;
- comply with laws and regulations applicable to our business;
- stay abreast of modified or new laws and regulations that would apply to our business;
- manage cybersecurity and technology risk management processes, including incident management processes;
- upgrade and maintain information technology systems;
- maintain disaster recovery and business continuity planning controls;
- manage vendor and third party processes;
- adequately support data governance and data privacy controls related to personal information and consumer data;
- maintain the listing of our securities on the NYSE or another national securities exchange;
- anticipate the impact of, and response to, new accounting standards;
- anticipate the impact of new tax laws that would apply to our business
- successfully defend litigation;
- consummate the proposed transaction with The Charles Schwab Corporation and Ember-Falcon Merger Sub, Inc.;
- avoid or address events, changes or other circumstances that could give rise to the termination of the Schwab Merger Agreement (as defined in this Report);
- obtain our stockholders' approval of the proposed transaction;
- obtain necessary regulatory approvals on anticipated terms and timing;
- satisfy the other closing conditions to the proposed transaction in a timely manner;
- resolve or mitigate any potential litigation brought in connection with the proposed transaction;
- manage financial-community and rating-agency perceptions of the Company, our business, operations, financial condition and the industry;
- limit disruption of management time from ongoing business operations due to the proposed transaction;
- retain customers, retain and hire key personnel and maintain relationships with suppliers and partners, and manage effects on operating results and our businesses generally, arising from the announcement, pendency, or completion of the proposed transaction; and
- manage the potential impact of general economic, political and market factors on the parties to the proposed transaction or the proposed transaction.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Report.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Report primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, and prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, and other factors, including those described in the section titled "Risk Factors" and elsewhere in this Report. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Report. We cannot assure you that the results, events, and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

Neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. Moreover, the forward-looking statements made in this Report relate only to events as of the date on which the statements are made. We undertake no obligation to update any

after the date of this Report or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, partnerships, mergers, dispositions, joint ventures, or investments we may make.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Report, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

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Part I- Financial Information

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Balance Sheets
(In thousands, except per share data)

	September 30, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 32,294	\$ 105,140
Restricted cash	1,150	1,116
Investments	28,379	—
Accounts receivable, net of allowances of \$1.5 million and \$1.3 million, respectively	8,080	4,706
Prepaid expenses and other current assets	8,387	8,205
Total current assets	\$ 78,290	\$ 119,167
Internal-use software, property and equipment, net	1,074	2,920
Goodwill and other intangible assets, net	158,246	126,456
Operating lease right-of-use assets	3,667	5,107
Payment-dependent notes receivable	9,442	7,412
Other assets, noncurrent	1,309	2,444
Total assets	\$ 252,028	\$ 263,506
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	2,261	1,941
Accrued compensation and benefits	14,873	13,430
Accrued expenses and other current liabilities	8,432	6,310
Operating lease liabilities, current	1,511	3,463
Contingent consideration, current	3,632	—
Total current liabilities	\$ 30,709	\$ 25,144
Operating lease liabilities, noncurrent	3,023	3,694
Contingent consideration, noncurrent	2,180	—
Payment-dependent notes payable	9,442	7,412
Warrant liabilities	113	192
Other liabilities, noncurrent	161	322
Total liabilities	\$ 45,628	\$ 36,764
Commitments and contingencies (Note 6)		
Stockholders' equity:		
Preferred stock, \$0.0001 par value; 100,000 shares authorized; no shares issued and outstanding	—	—
Common stock, \$0.0001 par value; 133,333 shares authorized; 13,701 and 12,427 shares issued and outstanding as of September 30, 2025 and December 31, 2024, respectively	1	1
Treasury stock, at cost; 10 shares as of both September 30, 2025 and December 31, 2024, respectively	(625)	(625)
Additional paid-in capital	595,960	570,606
Accumulated other comprehensive income	1,255	572
Accumulated deficit	(393,947)	(346,972)
Total Forge Global Holdings, Inc. stockholders' equity	\$ 202,644	\$ 223,582
Noncontrolling interest	3,756	3,160
Total stockholders' equity	\$ 206,400	\$ 226,742
Total liabilities and stockholders' equity	\$ 252,028	\$ 263,506

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Operations
(In thousands, except per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Revenues:				
Marketplace revenue	\$ 12,162	\$ 8,713	\$ 46,756	\$ 28,912
Custodial administration fees	9,098	10,503	27,539	31,828
Total revenues	\$ 21,260	\$ 19,216	\$ 74,295	\$ 60,740
Transaction-based expenses:				
Transaction-based expenses	(288)	(73)	(635)	(358)
Total revenues, less transaction-based expenses	\$ 20,972	\$ 19,143	\$ 73,660	\$ 60,382
Operating expenses:				
Compensation and benefits	26,396	28,750	83,080	87,377
Technology and communications	5,903	3,185	14,919	8,894
General and administrative	4,049	1,877	8,447	9,447
Professional services	1,933	2,435	5,468	6,257
Advertising and market development	1,261	1,015	4,004	3,348
Depreciation and amortization	1,002	1,748	2,897	5,345
Rent and occupancy	723	1,036	2,456	3,278
Acquisition-related transaction costs	254	—	2,242	—
Total operating expenses	\$ 41,521	\$ 40,046	\$ 123,513	\$ 123,946
Operating loss	\$ (20,549)	\$ (20,903)	\$ (49,853)	\$ (63,564)
Interest and other income:				
Interest income	609	1,307	2,454	4,511
Change in fair value of warrant liabilities	182	931	79	7,659
Change in fair value of contingent consideration	211	—	211	—
Other income, net	41	119	171	288
Total interest and other income	\$ 1,043	\$ 2,357	\$ 2,915	\$ 12,458
Loss before provision for income taxes	\$ (19,506)	\$ (18,546)	\$ (46,938)	\$ (51,106)
Provision for income taxes	(1,296)	298	(91)	772
Net loss	\$ (18,210)	\$ (18,844)	\$ (46,847)	\$ (51,878)
Net income (loss) attributable to noncontrolling interest	13	(502)	128	(1,188)
Net loss attributable to Forge Global Holdings, Inc.	\$ (18,223)	\$ (18,342)	\$ (46,975)	\$ (50,690)
Net loss per share attributable to Forge Global Holdings, Inc. common stockholders:				
Basic	\$ (1.37)	\$ (1.49)	\$ (3.67)	\$ (4.17)
Diluted	\$ (1.37)	\$ (1.49)	\$ (3.67)	\$ (4.17)
Weighted-average shares used in computing net loss per share attributable to Forge Global Holdings, Inc. common stockholders:				
Basic	13,341	12,277	12,785	12,151
Diluted	13,341	12,277	12,785	12,151

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Comprehensive Loss
(In thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net loss	\$ (18,210)	\$ (18,844)	\$ (46,847)	\$ (51,878)
Foreign currency translation adjustment	82	388	1,151	57
Comprehensive loss	(18,128)	(18,456)	(45,696)	(51,821)
Less: Comprehensive loss attributable to noncontrolling interest	33	(326)	596	(1,153)
Comprehensive loss attributable to Forge Global Holdings, Inc.	\$ (18,161)	\$ (18,130)	\$ (46,292)	\$ (50,668)

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Changes in Stockholders' Equity
(In thousands)

	Common Stock			Additional Paid-In Capital ⁽¹⁾	Accumulated Deficit	Accumulated Other Comprehensive Income	Noncontrolling Interest	Total
	Shares ⁽¹⁾	Amount ⁽¹⁾	Treasury Stock					
Balance as of December 31, 2024	12,427	\$ 1	\$ (625)	\$ 570,606	\$ (346,972)	\$ 572	\$ 3,160	\$ 226,742
Issuance of common stock upon release of restricted stock units	270	(*)	—	(*)	—	—	—	—
Tax withholding related to vesting of restricted stock units	(62)	(*)	—	(679)	—	—	—	(679)
Issuance of common stock upon exercise of vested options	3	(*)	—	25	—	—	—	25
Vesting of early exercised stock options and restricted stock awards	—	—	—	18	—	—	—	18
Stock-based compensation expense	—	—	—	6,519	—	—	—	6,519
Net loss	—	—	—	—	(16,172)	—	(26)	(16,198)
Foreign-currency translation adjustment	—	—	—	—	—	222	136	358
Balance as of March 31, 2025	12,638	\$ 1	\$ (625)	\$ 576,489	\$ (363,144)	\$ 794	\$ 3,270	\$ 216,785
Issuance of common stock upon release of restricted stock units	93	(*)	—	(*)	—	—	—	—
Tax withholding related to vesting of restricted stock units	(12)	(*)	—	(170)	—	—	—	(170)
Issuance of common stock upon exercise of vested options	7	(*)	—	48	—	—	—	48
Share buyback	(315)	(*)	—	(4,139)	—	—	—	(4,139)
Cash in lieu of fractional shares	—	—	—	(4)	—	—	—	(4)
Vesting of early exercised stock options and restricted stock awards	—	—	—	16	—	—	—	16
Stock-based compensation expense	—	—	—	3,436	—	—	—	3,436
Net loss	—	—	—	—	(12,580)	—	141	(12,439)
Foreign-currency translation adjustment	—	—	—	—	—	399	312	711
Balance as of June 30, 2025	12,411	\$ 1	\$ (625)	\$ 575,676	\$ (375,724)	\$ 1,193	\$ 3,723	\$ 204,244
Issuance of common stock upon release of restricted stock units	140	(*)	—	(*)	—	—	—	—
Tax withholding related to vesting of restricted stock units	(11)	(*)	—	(212)	—	—	—	(212)
Issuance of common stock upon exercise of vested options	11	(*)	—	87	—	—	—	87

Shares issued in connection with Accudity acquisition	1,150	(*)	—	15,375	—	—	—	15,375
Vesting of early exercised stock options and restricted stock awards	—	—	—	17	—	—	—	17
Stock-based compensation expense	—	—	—	5,017	—	—	—	5,017
Net loss	—	—	—	—	(18,223)	—	13	(18,210)
Foreign-currency translation adjustment	—	—	—	—	—	62	20	82
Balance as of September 30, 2025	13,701	\$ 1	\$ (625)	\$ 595,960	\$ (393,947)	\$ 1,255	\$ 3,756	\$ 206,400

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Changes in Stockholders' Equity
(In thousands)

	Common Stock			Additional Paid-In Capital ⁽¹⁾	Accumulated Deficit	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total
	Shares ⁽¹⁾	Amount ⁽¹⁾	Treasury Stock					
Balance as of December 31, 2023	11,793	\$ 1	\$ (625)	\$ 543,863	\$ (280,638)	\$ 911	\$ 4,906	\$ 268,418
Issuance of common stock upon release of restricted stock units	258	(*)	—	(*)	—	—	—	—
Tax withholding related to vesting of restricted stock units	(72)	(*)	—	(2,302)	—	—	—	(2,302)
Issuance of common stock upon exercise of vested options	21	(*)	—	227	—	—	—	227
Vesting of early exercised stock options and restricted stock awards	—	—	—	36	—	—	—	36
Stock-based compensation expense	—	—	—	9,467	—	—	—	9,467
Net loss	—	—	—	—	(18,624)	—	(370)	(18,994)
Foreign-currency translation adjustment	—	—	—	—	—	(146)	(109)	(255)
Balance as of March 31, 2024	12,001	\$ 1	\$ (625)	\$ 551,291	\$ (299,262)	\$ 765	\$ 4,427	\$ 256,597
Issuance of common stock upon release of restricted stock units	204	(*)	—	(*)	—	—	—	—
Tax withholding related to vesting of restricted stock units	(38)	(*)	—	(1,135)	—	—	—	(1,135)
Issuance of common stock upon exercise of vested options	12	(*)	—	234	—	—	—	234
Repurchase of early exercised stock options	(1)	—	—	—	—	—	—	—
Vesting of early exercised stock options and restricted stock awards	—	(*)	—	35	—	—	—	35
Stock-based compensation expense	—	—	—	7,859	—	—	—	7,859
Net loss	—	—	—	—	(13,724)	—	(316)	(14,040)
Foreign-currency translation adjustment	—	—	—	—	—	(44)	(32)	(76)
Balance as of June 30, 2024	12,178	\$ 1	\$ (625)	\$ 558,284	\$ (312,986)	\$ 721	\$ 4,079	\$ 249,474
Issuance of common stock upon release of restricted stock units	129	(*)	—	(*)	—	—	—	—
Tax withholding related to vesting of restricted stock units	(21)	(*)	—	(406)	—	—	—	(406)
Issuance of common stock upon exercise of vested options	2	(*)	—	12	—	—	—	12
Vesting of early exercised stock options and restricted stock awards	—	—	—	35	—	—	—	35

Stock-based compensation expense	—	\$	—	\$	—	\$	7,622	\$	—	\$	—	\$	—	\$	7,622
Net loss	—	\$	—	\$	—	\$	—	\$	(18,342)	\$	—	\$	(502)	\$	(18,844)
Foreign-currency translation adjustment	—	\$	—	\$	—	\$	—	\$	—	\$	212	\$	176	\$	388
Balance as of September 30, 2024	12,288	\$	1	\$	(625)	\$	565,547	\$	(331,328)	\$	933	\$	3,753	\$	238,281

(*) amount less than 1

(1) Amounts have been adjusted to reflect the reverse stock split that became effective on April 14, 2025. Refer to Note 2, "Summary of Significant Accounting Policies" for further information about the reverse stock split.

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

FORGE GLOBAL HOLDINGS, INC.
Unaudited Condensed Consolidated Statements of Cash Flows
(In thousands of U.S. dollars)

	Nine Months Ended September 30,	
	2025	2024
Cash flows from operating activities:		
Net loss	\$ (46,847)	\$ (51,878)
Adjustments to reconcile net loss to net cash used in operations:		
Share-based compensation	14,972	24,948
Depreciation and amortization	2,582	5,345
Amortization of right-of-use assets	1,542	1,975
Loss on impairment of long lived assets	—	186
Write-down of escrow receivable	1,081	—
Loss contingency	1,168	—
Allowance for doubtful accounts	291	250
Change in fair value of warrant liabilities	(79)	(7,659)
Change in fair value of contingent consideration	(211)	—
Other	2	(10)
Changes in operating assets and liabilities:		
Accounts receivable	(4,752)	(1,139)
Prepaid expenses and other assets	465	(2,179)
Accounts payable	125	(58)
Accrued expenses and other liabilities	(1,018)	(931)
Accrued compensation and benefits	1,443	302
Operating lease liabilities	(2,723)	(1,785)
Net cash used in operating activities	\$ (31,959)	\$ (32,633)
Cash flows from investing activities:		
Acquisition of Accudity, net of cash acquired	(9,207)	—
Maturity of investments and term deposits	32,711	6,559
Purchases of investments and term deposits	(60,266)	—
Purchases of property and equipment	(198)	(792)
Capitalized internal-use software development costs	—	(48)
Net cash (used in) provided by investing activities	\$ (36,960)	\$ 5,719
Cash flows from financing activities:		
Proceeds from exercise of options	160	473
Taxes withheld and paid related to net share settlement of equity awards	(1,061)	(3,843)
Share buyback	(4,139)	—
Cash paid for fractional shares related to stock split	(4)	—
Net cash used in financing activities	\$ (5,044)	\$ (3,370)
Effect of changes in currency exchange rates on cash and cash equivalents	1,151	57
Net decrease in cash and cash equivalents	(72,812)	(30,227)
Cash, cash equivalents and restricted cash, beginning of the period	106,256	145,784
Cash, cash equivalents and restricted cash, end of the period	\$ 33,444	\$ 115,557

	Nine Months Ended September 30,	
	2025	2024
Reconciliation of cash, cash equivalents and restricted cash to the amounts reported within the consolidated balance sheets		
Cash and cash equivalents	\$ 32,294	\$ 114,454
Restricted cash	1,150	1,103
Total cash, cash equivalents and restricted cash, end of the period	\$ 33,444	\$ 115,557

Supplemental disclosures of cash flow information:

Cash paid for taxes	\$ 669	\$ 519
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Supplemental disclosure of non-cash investing and financing activities:

Lease liabilities arising from obtaining right-of-use assets	\$ 102	\$ 4,506
Vesting of early exercised stock options and restricted stock awards	51	107
Capitalized internal-use software development costs accrued and not yet paid	—	117
Common stock issued in connection with Accuidity acquisition	15,375	—
Contingent consideration in connection with Accuidity acquisition	6,023	—

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

FORGE GLOBAL HOLDINGS, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1 Organization and Description of Business

Forge Global Holdings, Inc. (the “Company”) is a financial services platform headquartered in San Francisco, California. The Company is committed to democratizing access to private markets through a purpose-built technology-driven platform. To serve the distinct needs of investors, shareholders, and companies, the Company offers an integrated platform of complementary solutions to support client engagement with the private market from beginning to end. The Company believes this holistic approach yields strong platform-based network effects, fueling participation in the private market and the Company's growth.

Acquisition of Accuidity LLC

On July 1, 2025, the Company acquired all equity interests in Accuidity, LLC (“Accuidity”), a Delaware-based specialized asset management firm focused on private market investing through institutional index funds, single issuer investment vehicles, and early-stage venture funds. The acquisition represents an important step in advancing Forge's strategy to expand access to private market investments. By combining Accuidity's investment strategies and sourcing network with Forge's data, technology, and distribution capabilities, the Company expects to develop a broader and more scalable range of private market products to meet increasing demand from institutional and individual investors.

The acquisition was completed through a two-step merger in a simultaneous sign and close transaction. Pursuant to that certain Agreement and Plan of Merger, dated as of July 1, 2025, by and among the Company, Accuidity, Margo Merger Sub I, LLC, a Delaware limited liability company and a wholly owned indirect subsidiary of the Company (“Merger Sub I”) and Margo Merger Sub II, LLC, a Delaware limited liability company and a wholly owned indirect subsidiary of the Company (“Merger Sub II”) and Kostka LLC, a New York limited liability company, solely in its capacity as representative of the securityholders of Accuidity (the “Accuidity Merger Agreement”), (i) Merger Sub I merged with and into Accuidity, with Accuidity surviving the merger as a wholly owned indirect subsidiary of the Company (the “Surviving Company”, and such merger, the “First Merger”) and (ii) the Surviving Company merged with and into Merger Sub II, with Merger Sub II surviving the merger (the “Surviving Entity” and such merger, the “Second Merger”, and collectively with the First Merger, the “Acquisition”).

The Accuidity Merger Agreement provided for consideration for the Acquisition of \$10.0 million in cash (subject to customary adjustments) (the “Adjusted Cash Consideration”) and 1,150,000 shares of the Company's common stock (the “Closing Stock Consideration”) issued in a private placement transaction (a portion of which are subject to forfeiture and transfer restrictions). The portion of Closing Stock Consideration subject to service-based vesting conditions met the criteria to be classified as compensation and is excluded from the purchase consideration and will be accounted for as stock-based compensation over the vesting period. Additional information is provided in Note 7, “Share-Based Compensation”. In addition, the Company may be obligated to issue post-closing earn-out consideration ranging from zero up to a maximum of 1,000,000 additional shares of the Company's common stock issuable upon the achievement of certain regulatory and performance-related milestones through the end of 2027 (the “Earnout Stock Consideration”). The Earnout Stock Consideration is classified as contingent consideration recorded at fair value at the acquisition date and included in the total consideration transferred for the Acquisition. The contingent consideration was valued at \$6.0 million as of the acquisition date and will be subsequently measured at fair value on a quarterly basis with changes in fair value recorded in changes in fair value of contingent consideration.

Acquisition-related costs were \$0.3 million and \$2.2 million, which were recorded in acquisition-related transaction costs in the condensed consolidated statements of operations during the three and nine months ended September 30, 2025.

The total purchase price consisted of the following components (in thousands):

Total consideration:		
Cash consideration - upfront	\$	7,258
Holdbacks:		
Indemnity escrow		2,250
Other		278
Total holdbacks		2,528
Total cash consideration		9,786
Common stock consideration		15,375
Contingent consideration		6,023
Working capital adjustments, net		(9)
Total fair value of purchase price	\$	31,175

The table below summarizes the allocation of the purchase price to the fair values of assets acquired and liabilities assumed as of the acquisition date (in thousands):

Assets Acquired		
Current assets:		
Cash	\$	404
Prepaid expenses and other current assets		43
Total current assets		447
Intangible assets, net		6,650
Total assets acquired	\$	7,097
Liabilities Assumed		
Current liabilities:		
Accounts payable	\$	36
Accrued expenses		1,898
Total current liabilities		1,934
Total liabilities assumed	\$	1,934
Net assets acquired	\$	5,163
Total consideration		
	\$	31,175
Goodwill	\$	26,012

These fair values were based on management's estimates and assumptions; however, the amounts indicated above are preliminary in nature and are subject to adjustment as additional information is obtained about the facts and circumstances that existed as of the acquisition date. Accordingly, there may be adjustments to the assigned values of acquired assets and liabilities assumed. The final determination of acquisition date fair values and residual goodwill will be completed as soon as practicable, and within the measurement period of up to one year from the acquisition date as permitted under GAAP. During the current reporting period, the Company has not recognized any adjustments to the fair value of assets acquired and liabilities assumed, other than working capital.

The excess of the purchase price over the fair value of net assets acquired was allocated to goodwill, none of which is expected to be deductible for tax purposes. Goodwill is primarily attributable to expected synergies from the combination of operations, including enhanced distribution, increased scale, and new client relationships.

Intangible Assets

The following are preliminarily identified intangible assets and estimated lives over which intangible assets are expected to be amortized (in thousands):

	Estimated Useful Life	Amortization Method	Fair Value
Investment management contracts	10 years	straight-line	\$ 1,800
Customer relationships	4 years	straight-line	2,800
Investment strategies	10 years	straight-line	1,600
Trade name portfolio	10 years	straight-line	450
Total intangible assets			\$ 6,650

Intangible assets are recognized apart from goodwill whenever an acquired intangible asset arises from contractual or other legal rights, or whenever it is capable of being separated or divided from the acquired entity and sold, transferred, licensed, rented, or exchanged, either individually or in combination with a related contract, asset or liability. Accuity's intangible assets consist of investment management contracts, customer relationships, investment strategies and trade name portfolios, which are amortized using the straight-line method over periods of 4 to 10 years.

Investment management contracts

Investment management contracts were acquired as part of the acquisition, consisting of advisory agreements related to certain funds. These contracts grant legally enforceable rights to earn Assets Under Management ("AUM")-based management and performance fees. The fair value of the investment management contracts was based on the multi-period excess earnings method ("MPEEM"), incorporating assumptions related to AUM growth, inflows/outflows, and fee structures. Investment management contracts will be amortized over an estimated useful life of 10 years using the straight-line depreciation method.

Customer relationships

Customer relationships were acquired as part of the acquisition, consisting of existing investor and co-investor relationships arising from prior fund participations and direct co-investments. These relationships provide the ability to generate fee income on future new-money transactions. The fair value of the customer relationships was based on the MPEEM, including assumptions related to follow-on investment rates, attrition, and fee generation. Customer relationships will be amortized over an estimated useful life of 4 years using the straight-line depreciation method.

Investment strategies

Investment strategies were acquired as part of the acquisition, consisting of proprietary strategies associated with the Megacorn Fund that transform a private market index into an investable, fee-generating product. The fair value of the investment strategies was based on the relief-from-royalty method, including assumptions related to forecast revenue and comparable royalty rates. Investment strategies will be amortized over an estimated useful life of 10 years using the straight-line depreciation method.

Trade name portfolio

The trade name portfolio was acquired as part of the acquisition, consisting primarily of rights to the "Megacorn" trade name. The fair value of the trade name portfolio was based on the relief-from-royalty method, including assumptions related to forecast revenue and comparable royalty rates. Trade name portfolio will be amortized over an estimated useful life of 10 years using the straight-line depreciation method.

Unaudited Supplemental Pro Forma Financial Information

The following table presents unaudited pro forma combined revenues and loss before provision for income taxes for the three and nine months ended September 30, 2025 and 2024 prepared as if the acquisition had been consummated on January 1, 2024 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025 ⁽¹⁾	2024	2025	2024
Revenues, net of transaction-based expenses				
As Reported	\$ 20,972	\$ 19,143	\$ 73,660	\$ 60,382
Pro Forma	\$ 20,972	\$ 19,552	\$ 76,557	\$ 61,915
Loss before provision for income taxes				
As Reported	\$ (19,506)	\$ (18,546)	\$ (46,938)	\$ (51,106)
Pro Forma	\$ (19,506)	\$ (19,892)	\$ (48,425)	\$ (54,900)

(1) The results of Accuidity's operations have been included in the Company's consolidated statements of operations from July 1, 2025 through the quarter ended September 30, 2025, and represent less than \$0.1 million of revenue, net of transaction-related expenses and \$1.9 million of net loss before provision for income taxes.

The unaudited supplemental pro forma financial information reflects, among others, recurring adjustments for the elimination of related-party transactions, recognition of compensation expense in connection with certain acquisition related employment agreements, amortization of acquisition related intangibles and closing stock consideration subject to service-based vesting conditions. The unaudited supplemental pro forma financial information also includes non-recurring acquisition-related transaction costs of \$0.3 million and \$3.0 million in the three and nine months ended September 30, 2025, respectively. The unaudited supplemental pro forma financial information has not been adjusted to reflect all conforming of accounting policies. The unaudited supplemental pro forma financial information does not include any anticipated synergies or other anticipated benefits of the acquisition and, accordingly, the unaudited supplemental pro forma financial information is not necessarily indicative of either future results of operations or results that might have been achieved had the acquisition occurred on January 1, 2024, the beginning of the earliest period presented.

2 Summary of Significant Accounting Policies

Basis of Presentation and Consolidation

The accompanying unaudited condensed consolidated financial statements include the accounts of the Company and its subsidiaries and have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") and in accordance with the rules and regulations of the Securities and Exchange Commission ("SEC"). All intercompany balances and transactions have been eliminated in consolidation. Certain prior period amounts on our unaudited condensed consolidated balance sheet have been reclassified to conform with our current period presentation.

In the normal course of business, the Company has transactions with various investment entities. In certain instances, the Company provides investment advisory services to pooled investment vehicles, each, a Single Asset Fund ("SAF"). The Company does not have discretion to make any investment, except for the specific investment for which a SAF was formed. The Company performs an assessment to determine (a) whether the Company's investments or other interests will absorb portions of a variable interest entity's expected losses or receive portions of the entity's expected residual returns and (b) whether the Company's involvement, through holding interests directly or indirectly in the entity would give it a controlling financial interest. The Company consolidates entities in which it, directly or indirectly, is determined to have a controlling financial interest. Consolidation conclusions are reviewed quarterly to identify whether any reconsideration events have occurred.

Accuidity LLC ("Accuidity") is a wholly-owned subsidiary of the Company and a Delaware-based specialized asset management firm focused on private market investing through institutional index funds, single issuer investment vehicles, and early-stage venture funds. The funds are organized as a series of SPVs of Accuidity Fund LP and Accuidity Venture LLC. The funds are each formed for the purpose of investing in specific portfolio private companies. Accuidity serves as the manager of Accuidity Fund LP series and Accuidity Venture LLC series. The SPVs qualify as Variable Interest Entities ("VIEs") under ASC 810-10-15-14 because the equity holders lack the power to direct the activities that most significantly affect the entities' economic performance. Accuidity LLC has the power to direct the activities that most significantly impact the VIE's economic performance, however; it does not bear the obligation to absorb losses or the right to receive benefits that are significant and is not the primary beneficiary. Accuidity LLC does not consolidate Accuidity Fund LP, Accuidity Venture LLC or the SPVs.

The Company has a majority ownership interest in Forge Europe GmbH ("Forge Europe") and accounts for Forge Europe as a fully consolidated subsidiary. The remaining interest, held by Deutsche Börse Aktiengesellschaft ("DBAG"), is reported as a noncontrolling interest in the unaudited condensed consolidated financial statements. DBAG is a related party of the Company.

There have been no changes to the Company's significant accounting policies described in the audited consolidated financial statements for the year ended December 31, 2024, that have had a material impact on these unaudited condensed consolidated financial statements and related notes other than those noted below.

Unaudited Interim Condensed Consolidated Financial Information

These financial statements are presented in accordance with the rules and regulations of the SEC and do not include all disclosures normally required in annual consolidated financial statements prepared in accordance with GAAP. As such, the information included herein should be read in conjunction with the consolidated financial statements and accompanying notes as of and for the year ended December 31, 2024 (the "audited consolidated financial statements") that was included in the Company's Annual Report on Form 10-K filed on March 6, 2025, which provides a more complete discussion of the Company's accounting policies and certain other information. In management's opinion, the interim unaudited condensed consolidated financial statements have been prepared on the same basis as the annual consolidated financial statements, which include only normal recurring adjustments, necessary for a fair statement of the Company's financial position as of September 30, 2025 and its unaudited condensed consolidated results of operations and cash flows for the three and nine months ended September 30, 2025 and 2024. The results of operations for the three and nine months ended September 30, 2025 are not necessarily indicative of the results expected for the year ending December 31, 2025 or any other future interim or annual periods.

Change in Capital Structure

Effective April 14, 2025, the Company effected a 1-for-15 reverse stock split of all of its authorized, issued, and outstanding shares of common stock. All share and per share amounts presented in the unaudited condensed consolidated financial statements and accompanying notes, including, but not limited to, shares authorized, issued and outstanding, dollar amounts of common stock, additional paid-in capital, earnings/(loss) per share, options and other equity securities under the Company's equity incentive plans, and warrants have been retroactively adjusted for all periods presented in order to reflect this change in capital structure. The reverse stock split decreased the number of authorized shares of common stock but did not affect the number of authorized shares of the Company's preferred stock or the par value of the common stock.

Segment Information

The Company operates as a single operating segment and reportable segment. The Company's chief operating decision maker ("CODM") is its Chief Executive Officer, who reviews financial information presented on a consolidated basis for purposes of making operating decisions, allocating resources and evaluating the Company's financial performance. Accordingly, we have concluded that we consist of a single operating segment and reportable segment for accounting and financial reporting purposes. The CODM uses net income as the measure of profit or loss for purposes of assessing segment performance and deciding how to allocate resources, primarily by monitoring actual results against the forecast. As of September 30, 2025 and December 31, 2024, long-lived assets located outside of the United States were not material.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Such management estimates include, but are not limited to, collectability of accounts receivable, the fair value of financial assets and liabilities, the fair value of acquired assets in a business combination, the fair value of contingent consideration, the useful lives of acquired intangible assets and property and equipment, the impairment of long-lived assets and goodwill, the fair value of warrants, equity awards and share-based compensation expenses, including the derived service period for the awards containing market-based vesting conditions, and the valuation of deferred tax assets. These estimates are inherently subjective in nature and, therefore, actual results may differ from the Company's estimates and assumptions. The Company bases its estimates on historical experience and also on assumptions that it believes are reasonable. Further, the Company applies judgment in determining whether, directly or indirectly, it has a controlling financial interest in the SAFs, in order to conclude whether any of the SAFs must be consolidated.

The Company believes the estimates and assumptions underlying the unaudited condensed consolidated financial statements are reasonable and supportable based on the information available as of September 30, 2025. These estimates may change as new events occur and additional information is obtained, and related financial impacts will be recognized in the Company's unaudited condensed consolidated financial statements as soon as those events become known.

Cash, Cash Equivalents and Investments

The Company considers all highly liquid investments with original maturities of three months or less from the date of purchase to be cash equivalents. Cash and cash equivalents consist primarily of bank deposit accounts, term deposits (less than 90 days), investments in money market mutual funds, and U.S. government treasury bills.

The Company's investments consist primarily of corporate debt securities and U.S. government and agency securities. These securities are classified as trading and are reported at fair value, with unrealized gains and losses reported in earnings. Purchase premiums and discounts are amortized or accreted using the effective interest method over the life of the related security and included in interest income in the unaudited condensed consolidated statements of operations. The Company also holds term deposits in excess of 90 days, which serve as backstops for certain lease arrangements.

Forge Trust Co., a non-depository South Dakota trust company and wholly-owned subsidiary, offers custodial services for individual retirement accounts ("IRA accounts") for a variety of assets, including at times, uninvested cash.

Forge Trust Co. does not have any beneficial interest in client assets outside of custodial administration fees and does not use client assets for its own purposes. Total assets under custody as of September 30, 2025 and December 31, 2024 are \$18.4 billion and \$16.9 billion, respectively. Uninvested custodial client cash was \$454.4 million and \$482.9 million as of September 30, 2025 and December 31, 2024, respectively.

Business Combinations

The Company accounts for business combinations using the acquisition method of accounting. The purchase price is allocated to the assets acquired and liabilities assumed, including identifiable intangible assets, based on their fair values at the date of acquisition. Any excess of the amount paid over the fair values of the identifiable net assets acquired is allocated to goodwill. The estimate of fair value of assets and liabilities requires the use of significant assumptions and estimates. Estimates include, but are not limited to, future expected cash flows, including projected revenues and expenses, and the applicable discount rates. These estimates are based on assumptions that management believes to be reasonable; however, actual results may differ from these estimates.

The Company has entered into a contingent earn-out arrangement that was determined to be part of the purchase consideration in connection with the business acquisition. The Company classified the arrangement as a liability at the time of the acquisition, as the arrangement has elements of fixed payouts by issuing a variable number of shares. The liability will be remeasured at fair value each subsequent reporting period until settled with changes recognized in "Interest and Other Income" in the accompanying unaudited condensed consolidated statements of operations. See Note 1, "Organization and Description of Business" for additional information.

Transaction costs associated with business combinations are generally expensed as incurred.

Goodwill and Other Intangible Assets, Net

Goodwill represents the excess of the aggregate fair value of the consideration transferred in a business combination over the fair value of the assets acquired, net of liabilities assumed. Goodwill is not amortized but tested for impairment annually on October 1, or more frequently if events or changes in circumstances indicate the goodwill may be impaired. The Company has one operating segment and reporting unit, and therefore goodwill is tested for impairment at the entity level. The Company may elect to utilize a qualitative assessment to evaluate whether it is more likely than not that the fair value of the reporting unit is less than its carrying value and if so, perform a quantitative test. Events or circumstances that could indicate an impairment include a significant change in the business climate, regulatory environment, established business plans, operating performance indicators, or competition. Potential impairment indicators may also include, but are not limited to, (i) the results of the Company's most recent annual or interim impairment testing, (ii) downward revisions to internal forecasts, (iii) declines in the Company's market capitalization below its book value, and the magnitude and duration of those declines, (iv) a reorganization resulting in a change to the Company's operating segments, and (v) other macroeconomic factors, such as increases in interest rates that may affect the weighted average cost of capital or volatility in the equity and debt markets. If the Company's market capitalization continues to decline or future performance varies from current expectations, assumptions, or estimates, including assumptions related to current macroeconomic uncertainties, this may trigger a future impairment charge. No impairment charges were recognized during the three and nine months ended September 30, 2025 and September 30, 2024, respectively.

Concentration of Credit Risks

Financial instruments that potentially subject the Company to concentrations of credit risk primarily comprise cash and cash equivalents and restricted cash, investments, accounts receivable, term deposits, payment-dependent notes receivable, and payment-dependent notes payable. Cash and cash equivalents and restricted cash may, at times, exceed amounts insured by the Federal Deposit Insurance Corporation and the Securities Investor Protection Corporation. The Company performs periodic evaluations of the relative credit standing of these financial institutions to limit the amount of credit exposure. The Company's investments consist of corporate debt securities and U.S. government and agency securities. The issuers of these debt securities are financially sound and subject to minimal credit risk.

The Company's exposure to credit risk associated with its contracts with holders of private company securities ("sellers") and investors ("buyers") (sellers and buyers collectively "counterparty" or "client") related to the transfer of private securities is measured on an individual counterparty basis. Concentrations of credit risk can be affected by changes in political, industry, or economic factors. To reduce the potential for risk concentration, the Company's exposure is monitored in light of changing counterparty and market conditions. As of September 30, 2025 and December 31, 2024, the Company did not have any material concentrations of credit risk outside the ordinary course of business.

As of September 30, 2025 and December 31, 2024, no clients accounted for more than 10% of the Company's accounts receivable. No client accounted for more than 10% of total revenue, less transaction-based expenses, for the three and nine months ended September 30, 2025 and September 30, 2024.

Revenue by Geographic Location

For the three and nine months ended September 30, 2025 and 2024, revenue outside of the United States (including U.S. territories), based on client billing address, was \$2.2 million, \$6.4 million, \$1.1 million and \$4.3 million, respectively.

Warrant Liabilities

The Company recognizes certain warrant instruments as derivative liabilities in accordance with ASC 815, Derivatives and Hedging. See Note 3 "Fair Value Measurements". The Company recognizes the warrant instruments as liabilities at fair value and adjusts the carrying value of the instruments to fair value at each reporting period until they are redeemed, exchanged, expired, or exercised. The Company will continue to adjust the warrant liabilities for changes in the fair value until the earlier of a) the exercise, exchange, or expiration of the warrants or b) the redemption of the warrants, at which time the warrants will be reclassified to additional paid-in-capital.

Comprehensive Loss

Comprehensive loss consists of Net loss and Other comprehensive income or loss. The Company's Other comprehensive income or loss is comprised of foreign currency translation gains and losses. Accumulated other comprehensive loss, as presented in the unaudited condensed consolidated financial statements consists of changes in unrealized gains and losses on foreign currency translation.

Recent Accounting Pronouncements

In September 2025, the FASB issued ASU 2025-06, Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software, which modernizes the accounting for internal-use software costs by removing all references to prescriptive and sequential software development stages. The new standard requires entities to consider whether significant development uncertainty has been resolved before starting to capitalize software costs and aligns disclosure requirements with ASC 360, Property, Plant, and Equipment. The ASU is effective for annual and interim reporting periods beginning after December 15, 2027, and can be applied prospectively, retrospectively, or using a modified transition method, with early adoption permitted. The Company is currently evaluating the impacts of this guidance on the Company's Consolidated Financial Statements.

In November 2024, the FASB issued ASU 2024-03 Income Statement- Reporting Comprehensive Income- Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, to improve financial reporting by requiring public entities to disclose additional information about specific expense categories in the notes to the financial statements of interim and annual reporting periods, including amounts and qualitative descriptions of employee compensation, depreciation, and intangible asset amortization. The standard is effective for fiscal years beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027, with early adoption permitted. The standard should be applied prospectively, although retrospective application is permitted. The Company is currently evaluating the impact of adopting ASU 2024-03.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires public entities, on an annual basis, to provide disclosure of specific categories in the rate reconciliation, as well as disclosure of income taxes paid disaggregated by jurisdiction. ASU 2023-09 is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of adopting ASU 2023-09 on its financial statements and has not yet determined its transition approach.

3 Fair Value Measurements

Cash equivalents, term deposits, corporate debt securities, U.S. government and agency securities, payment-dependent notes receivable, payment-dependent notes payable, and warrant liabilities are stated at fair value on a recurring basis. Cash, restricted cash, accounts receivable, accounts payable, and accrued liabilities are stated at their carrying value, which approximates fair value due to the short time these financial instruments are held to the expected receipt or payment date.

The Company classifies cash equivalents, including money market funds and U.S. government treasury bills, within Level 1 of the fair value hierarchy because the Company values these instruments using quoted market prices. The Company classifies term deposits, corporate debt securities, and U.S. government and agency securities as Level 2 of the fair value hierarchy because these investments are valued using observable market inputs without quoted market prices. The Company classifies the December 2023 Warrants (as defined herein) within Level 2 of the fair value hierarchy as these warrants are valued using a Black-Scholes option-pricing model which uses observable inputs. Assumptions in the model include, but are not limited to, risk-free interest rate, expected volatility of the Company's stock price, expected term and expected dividend yield. The Company classifies Payment-dependent notes receivable and payable and its Private Placement Warrants (as defined herein) as Level 3 of the fair value hierarchy as the fair value measurements are based on valuation techniques that use significant inputs that are unobservable which are described in more detail below.

The following tables present the fair value hierarchy for assets and liabilities measured at fair value on a recurring basis (in thousands):

	As of September 30, 2025			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents:				
Money market funds	\$ 4,710	\$ —	\$ —	\$ 4,710
Corporate debt securities	—	559	—	559
Term deposits (less than 90 days)	—	7,636	—	7,636
Payment-dependent notes receivable	—	—	9,442	9,442
Investments:				
Corporate debt securities	—	10,390	—	10,390
U.S. government securities	—	6,115	—	6,115
U.S. government agency bonds	—	11,874	—	11,874
Term deposits ⁽¹⁾	—	1,092	—	1,092
Total financial assets	<u>\$ 4,710</u>	<u>\$ 37,666</u>	<u>\$ 9,442</u>	<u>\$ 51,818</u>
Payment-dependent notes payable	\$ —	\$ —	\$ 9,442	\$ 9,442
December 2023 Warrants	—	—	—	—
Private Placement Warrants	—	—	113	113
Contingent consideration	—	—	5,812	5,812
Total financial liabilities	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 15,367</u>	<u>\$ 15,367</u>

	As of December 31, 2024			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents:				
Money market funds	\$ 56,300	\$ —	\$ —	\$ 56,300
U.S. government securities	21,482	—	—	21,482
Term deposits (less than 90 days)	—	7,306	—	7,306
Payment-dependent notes receivable	—	—	7,412	7,412
Term deposits ⁽¹⁾	—	1,068	—	1,068
Total financial assets	<u>\$ 77,782</u>	<u>\$ 8,374</u>	<u>\$ 7,412</u>	<u>\$ 93,568</u>
Payment-dependent notes payable	\$ —	\$ —	\$ 7,412	\$ 7,412
December 2023 Warrants	—	45	—	45
Private Placement Warrants	—	—	147	147
Total financial liabilities	<u>\$ —</u>	<u>\$ 45</u>	<u>\$ 7,559</u>	<u>\$ 7,604</u>

(1) Included in prepaid expenses and other current assets on the unaudited condensed consolidated balance sheets as of September 30, 2025 and December 31, 2024.

Payment-Dependent Notes Receivable and Payment-Dependent Notes Payable

The Company classifies payment-dependent notes receivable and payment-dependent notes payable within Level 3 of the fair value hierarchy if the underlying securities are equity of private companies whose regular financial and nonfinancial information is generally not available other than when it is publicly disclosed, or significant unobservable inputs are used to estimate fair value.

The Company estimates the fair value of payment-dependent notes receivable and payment-dependent notes payable utilizing market data and completed transactions made through the Company's platform for the relevant private securities as well as mutual fund valuations of private companies as relevant data inputs.

Private Placement Warrants

The Company classifies the Private Placement Warrants within Level 3 due to the valuation technique used to estimate fair value. A Monte Carlo simulation model was used to estimate fair value as of September 30, 2025 and December 31, 2024, respectively.

The Company estimated the fair value of the Private Placement Warrant liabilities as of September 30, 2025 and December 31, 2024, respectively, using the following key assumptions:

	As of September 30, 2025	As of December 31, 2024
Fair value of underlying securities	\$ 16.90	\$ 13.95
Expected term (years)	1.5	2.2
Expected volatility	92.5 %	82.5 %
Risk-free interest rate	3.6 %	4.3 %
Expected dividend yield	— %	— %
Fair value per warrant	\$ 0.23	\$ 0.30

The Company recorded changes in the fair value of the Private Placement Warrants as follows (in thousands):

	For the Three months ended September 30,		For the Nine months ended September 30,	
	2025	2024	2025	2024
Beginning Balance	\$ 266	\$ 1,847	\$ 147	\$ 4,727
Change in fair value of warrant liability ⁽¹⁾	(153)	(517)	(34)	(3,397)
Balance, September 30	\$ 113	\$ 1,330	\$ 113	\$ 1,330

(1) The change in fair value of warrant liability is recorded in the unaudited condensed consolidated statement of operations within change in fair value of warrant liabilities.

Contingent Consideration

The Company has recognized contingent consideration in connection with the Accuity acquisition which closed on July 1, 2025. The Company classifies contingent consideration within Level 3 of the fair value hierarchy due to the use of significant unobservable inputs in the valuation. The fair value was estimated using a Monte Carlo simulation model.

The Company estimated the fair value of the contingent liability as of September 30, 2025 using the following key assumptions:

	As of September 30, 2025
Fair value of underlying securities	\$ 16.90
Expected term (years)	2.3
Expected volatility	90.7 %
Risk-free interest rate	3.6 %
Probability of threshold achievement	90.0 %

The Company recorded changes in the fair value of Contingent Consideration as follows (in thousands):

	For the Three months ended September 30,		For the Nine months ended September 30,	
	2025	2024	2025	2024
Beginning Balance	\$ —	\$ —	\$ —	\$ —
Issuance of contingent consideration	6,023	—	6,023	—
Change in fair value of contingent consideration ⁽¹⁾	(211)	—	(211)	—
Balance, September 30	<u>\$ 5,812</u>	<u>\$ —</u>	<u>\$ 5,812</u>	<u>\$ —</u>

(1) The change in fair value of contingent consideration is recorded in "Interest and Other Income" in the unaudited condensed consolidated statement of operations.

Transfers Into and Out of Level 3

The Company transfers financial instruments out of Level 3 on the date when underlying input parameters are readily observable from active markets with or without quoted market prices.

For Payment-dependent notes receivable and payable, transfers from Level 3 to Level 1 generally relate to a company going public and listing on a national securities exchange. During the periods presented, there were no transfers of payment-dependent notes receivable and payable into or out of Level 3.

The following table provides a reconciliation for all financial assets and liabilities measured at fair value using significant unobservable inputs (Level 3) for the nine months ended September 30, 2025 and 2024 (in thousands):

	Total Level 3 Financial Assets	Total Level 3 Financial Liabilities
Balance as of December 31, 2024	\$ 7,412	7,559
Change in fair value of payment-dependent notes receivable	2,030	—
Change in fair value of Private Placement Warrants	—	(34)
Issuance of contingent consideration	—	6,023
Change in fair value of contingent consideration	—	(211)
Change in fair value of payment-dependent notes payable	—	2,030
Balance as of September 30, 2025	<u>\$ 9,442</u>	<u>\$ 15,367</u>

	Total Level 3 Financial Assets	Total Level 3 Financial Liabilities
Balance as of December 31, 2023	\$ 5,593	\$ 10,320
Change in fair value of payment-dependent notes receivable	1,843	—
Change in fair value of Private Placement Warrants	—	(3,397)
Change in fair value of payment-dependent notes payable	—	1,843
Balance as of September 30, 2024	<u>\$ 7,436</u>	<u>\$ 8,766</u>

4 Goodwill and Intangible Assets, Net

The components of goodwill and intangible assets and accumulated amortization are as follows (in thousands):

As of September 30, 2025				
	Weighted Average Remaining Amortization Period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Goodwill:				
Goodwill from acquisitions ⁽¹⁾	Indefinite	\$ 146,960	\$ —	\$ 146,960
Finite-lived intangible assets:				
Developed technology	0.0 years	13,200	(13,200)	—
Client relationships ⁽²⁾	4.1 years	7,507	(5,016)	2,491
Launched IPR&D assets	1.0 year	960	(768)	192
Investment management contracts ⁽³⁾	9.8 years	1,800	(45)	1,755
Co-investor relationships ⁽³⁾	3.8 years	2,800	(175)	2,625
Proprietary strategies ⁽³⁾	9.8 years	1,600	(40)	1,560
Trade name ⁽³⁾	9.8 years	450	(11)	439
Total finite-lived intangible assets		28,317	(19,255)	9,062
Indefinite-lived intangible assets:				
Trade name - website domain	Indefinite	2,224	—	2,224
Total infinite-lived intangible assets		2,224	—	2,224
Total goodwill and intangible assets		\$ 177,501	\$ (19,255)	\$ 158,246

(1) Goodwill increased by \$26.0 million as a result of the Accudity acquisition. See Note 1, "Organization and Description of Business" for additional information.

(2) Recognized in connection with 2019 acquisition of Forge Trust Co.

(3) Recognized in connection with the Accudity acquisition. See Note 1, "Organization and Description of Business" for additional information.

As of December 31, 2024				
	Weighted Average Remaining Amortization Period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Goodwill:				
Goodwill from acquisitions	Indefinite	\$ 120,948	\$ —	\$ 120,948
Finite-lived intangible assets:				
Developed technology	0.0 years	13,200	(13,200)	—
Client relationships	4.8 years	7,507	(4,559)	2,948
Launched IPR&D assets	1.8 years	960	(624)	336
Total finite-lived intangible assets		21,667	(18,383)	3,284
Indefinite-lived intangible assets:				
Trade name - website domain	Indefinite	2,224	—	2,224
Total infinite-lived intangible assets		2,224	—	2,224
Total goodwill and intangible assets		\$ 144,839	\$ (18,383)	\$ 126,456

Amortization expense related to finite-lived intangible assets for the three and nine months ended September 30, 2025 was \$0.5 million and \$0.9 million, respectively, and is included in depreciation and amortization in the accompanying unaudited condensed consolidated statements of operations. Amortization expense related to finite-lived intangible assets for the three and nine months ended September 30, 2024 was \$1.0 million and \$2.9 million, respectively, and is included in the depreciation and amortization expense in the accompanying unaudited condensed consolidated statements of operations.

The table below presents estimated future amortization expense for finite-lived intangible assets as of September 30, 2025 (in thousands):

	Amount
Remainder of 2025	\$ 471
2026	1,839
2027	1,695
2028	1,695
2029	1,243
Thereafter	2,119
Total	<u>\$ 9,062</u>

5 Leases

The Company leases real estate for office space under operating leases.

The Company has an option to extend the lease term for a period of 0.1 years to 4.3 years. Renewal options are not considered in the remaining lease term because it is not reasonably certain that the Company will exercise such option. On September 29, 2025 the Company elected to extend the lease term for office space in California for a period of 1 month, as a result, the ROU asset has been remeasured and increased by \$0.1 million. On October 14, 2025 the Company entered into a new lease that will commence on February 1, 2026. See Note 11, "Subsequent Events" for additional information.

Operating lease expense, included in rent and occupancy in the unaudited condensed consolidated statements of operations, was as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Operating lease expense	\$ 576	\$ 898	\$ 1,955	\$ 2,604
Variable lease expense	77	96	300	298
Total operating lease expenses	<u>\$ 653</u>	<u>\$ 994</u>	<u>\$ 2,255</u>	<u>\$ 2,902</u>
Sublease income ⁽¹⁾	\$ 55	\$ 95	\$ 297	\$ 286

(1) Sublease income is included in other income in the unaudited condensed consolidated statements of operations.

The table below presents additional information related to the Company's operating leases (in thousands):

	As of September 30, 2025	As of December 31, 2024
Weighted-average remaining lease term (in years)	4.0	4.3
Weighted-average discount rate	7.2 %	7.2 %

There were no right-of-use assets impairments recognized during the three and nine months ended September 30, 2025. During the nine months ended September 30, 2024, it was determined that office space under an existing lease would no longer be used and the associated right-of-use asset was reduced to \$0 and an impairment of \$0.2 million was recognized in rent and occupancy expense in the unaudited condensed consolidated statements of operations.

Future undiscounted lease payments under operating leases as of September 30, 2025 were as follows (in thousands):

	Lease Payment Obligation	Sublease Income	Net Lease Obligation
Remaining 2025	\$ 874	\$ (29)	\$ 845
2026	1,171	—	1,171
2027	1,101	—	1,101
2028	1,134	—	1,134
2029	868	—	868
Total undiscounted lease payments	\$ 5,148	\$ (29)	\$ 5,119
Less: imputed interest	614		
Present value of future lease payments	4,534		
Less: operating lease liabilities, current	1,511		
Operating lease liabilities, noncurrent	\$ 3,023		

6 Commitments and Contingencies

The Company is subject to claims and lawsuits in the ordinary course of business, including arbitration, class actions and other litigation, some of which include claims for substantial or unspecified damages. The Company may also be the subject of inquiries, investigations, and proceedings by regulatory and other governmental agencies. The Company reviews these matters on an ongoing basis and provides disclosures and records loss contingencies in accordance with the loss contingencies accounting guidance. The Company establishes an accrual for losses at management's best estimate when the Company assesses that it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. If no amount within the range is considered a better estimate than any other amount, an accrual for losses is recorded based on the bottom amount of the range. The Company monitors these matters for developments that would affect the likelihood of a loss and the accrued amount, if any, and adjusts the amount as appropriate.

Additionally, the Company may be involved in various other claims and legal proceedings outside the ordinary course of business. Current other claims relate to employee-related matters, the nature of which the outcome cannot be predicted. Based on current information, any potential liabilities, individually and in the aggregate, are not expected to have a material impact on the results of operations, financial condition or cash flows of the Company.

401(k) Plan

The Company has established a tax-qualified retirement plan under Section 401(k) of the Internal Revenue Code for all of its U.S. employees, including executive officers, who satisfy certain eligibility requirements, including requirements relating to age and length of service. The Company provides a discretionary match on 100% of employee contributions up to 2% of eligible earnings. During the three and nine months ended September 30, 2025, the Company recorded 401(k) contribution expense related to the defined contribution plan of \$0.1 million and \$0.7 million, respectively, in compensation and benefits in the Company's unaudited condensed consolidated statements of operations. During the three and nine months ended September 30, 2024, the Company recorded 401(k) contribution expense related to the defined contribution plan of

\$0.3 million and \$0.8 million, respectively, in compensation and benefits in the unaudited condensed consolidated statements of operations.

Non-Cancelable Purchase Obligations

In the normal course of business, the Company enters into non-cancelable purchase commitments with various parties mainly for its operating leases, software products, and services. As of September 30, 2025, the Company had outstanding non-cancelable purchase obligations with a term of 12 months or longer, excluding operating lease obligations (see Note 5, "Leases," for additional information) as follows (in thousands):

	Amount	
Remainder of 2025	\$	2,345
2026		1,416
2027		727
2028		325
2029		325
Thereafter		162
Total	\$	5,300

In September 2025, the Company determined that it no longer requires the services under two noncancelable service contracts. Although the Company remains contractually obligated to pay the remaining fees under both agreements, it does not expect to derive future economic benefit from the services. Accordingly, the Company recognized a loss contingency of \$1.2 million representing the unavoidable costs of fulfilling the remaining contractual obligations.

Other

The Company is required to file extensive informational returns and forms to various tax authorities in connection with its custodial and trading solutions. If such filings are incomplete or untimely, the Company may be subjected to compliance fees, fines or penalties if the Company does not meet the requirements of reasonable cause, safe harbor, or other relief as may be provided by the relevant tax authorities. In May 2025, the Company resolved a self-identified informational filing matter with the Internal Revenue Service and agreed to pay an immaterial compliance fee.

7 Share-Based Compensation

The Company effected a 1-for-15 reverse stock split of all of its authorized, issued and outstanding shares of common stock on April 14, 2025. Proportional adjustments were made to the number of shares of common stock awarded and available for issuance under the Company's equity incentive plans, as well as the exercise price and the number of shares issuable upon the exercise or conversion of the Company's outstanding stock options and other equity securities under the Company's equity incentive plans. See Note 2, "Summary of Significant Accounting Policies," for additional information.

2025 Inducement Plan

In March 2025, the Company adopted the 2025 Inducement Plan (the "Inducement Plan") pursuant to which the Company reserved 100,000 shares of its common stock to be used exclusively for grants of equity-based awards to individuals who were not previously employees or directors of the Company, as an inducement material to the individual's entry into employment with the Company. The Inducement Plan was adopted by the Company's board of directors without stockholder approval pursuant to NYSE Listed Company Manual Rule 303A.08. In July 2025, the Company amended and restated the Inducement Plan to reserve an additional 83,330 shares.

Share Repurchase Program

In March 2025, the Company's board of directors approved a share repurchase program of up to \$10.0 million. The program does not obligate the Company to acquire any particular amount of its common stock, and may be modified, suspended, or terminated at any time at the Company's discretion. The program has no expiration date. As of September 30, 2025, the Company has repurchased 314,701 shares at an average price of \$13.15 per share and approximately \$5.9 million remains available for repurchase under the share repurchase program.

Stock Compensation

Stock compensation for the periods indicated below are as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
RSUs	\$ 4,537	\$ 6,524	\$ 13,835	\$ 22,275
Stock options	94	1,098	751	2,673
RSAs	386	—	386	—
Total share-based compensation	\$ 5,017	\$ 7,622	\$ 14,972	\$ 24,948

RSUs

The Company's RSUs are convertible into shares of the Company's common stock upon vesting on a one-to-one basis, and generally contain time-based vesting conditions. RSUs granted to certain executives also contain market-based vesting conditions or performance-based vesting conditions. The RSUs generally vest over the service period of one to three years.

RSU activity during the nine months ended September 30, 2025 was as follows:

	Total RSUs	Time-based	Performance-based	Market-based	Weighted-Average Grant Date Fair Value Per Share
Unvested as of December 31, 2024	839,958	539,379	113,378	187,201	\$ 48.91
Granted	534,700	344,037	119,464	71,199	17.32
Vested ⁽¹⁾	(493,004)	(385,631)	(76,107)	(31,266)	57.95
Forfeited	(226,789)	(59,246)	(11,608)	(155,935)	30.93
Unvested as of September 30, 2025	654,865	438,539	145,127	71,199	\$ 22.36

(1) Common stock has not been issued in connection with 6,763 vested RSUs because such RSUs were unsettled as of September 30, 2025.

Future share-based compensation expense for unvested RSUs as of September 30, 2025 was \$12.1 million, which will be recognized over a weighted-average period of 1.38 years.

RSAs

The Company issued restricted stock "RSAs" as part of the July 1, 2025 acquisition of Accuity. A portion of the restricted stock issued to selling shareholders that are employees of the Company and include a service-based vesting condition are classified as compensation and amortized over the vesting period on a straight-line basis. Future share-based compensation expense for unvested RSAs as of September 30, 2025 was \$5.7 million, which will be recognized over a weighted-average period of 2.75 years.

8 Income Taxes

The Company's effective tax rate from continuing operations was 6.7% and 0.2% for the three and nine months ended September 30, 2025, respectively. The Company's effective tax rate from continuing operations was 1.4% and 1.5% for the three and nine months ended September 30, 2024, respectively. The Company's effective tax rate for the three and nine months ended September 30, 2025 was impacted by the acquisition of Accuity resulting in a deferred tax liability of \$1.67 million to be utilized against deferred tax assets in the Company's valuation allowance analysis. The effective-tax rate for the nine months ended September 30, 2025 was also impacted by an \$0.8 million write-off a prior year federal net operating loss carry-back claim that will not be realized. The Company's full valuation allowance in the United States caused the year-to-date effective tax rate to be different from the U.S. federal statutory tax rate.

On July 4, 2025, the United States enacted into law new tax legislation, the One Big Beautiful Bill Act, ("OBBBA"). The OBBBA includes provisions modifying the corporate income tax code, including the immediate expensing of domestic research and development expenditures for tax purposes, 100% bonus depreciation for qualified assets, and reinstating favorable treatment for certain business tax items. The legislation is retroactive and effective for the 2025 tax year. The Company is still assessing the elections it will make and the impact of the OBBBA on its federal net operating loss deferred tax assets as well as its results of operations and cash flows.

9 Net Loss per Share

The Company has one class of common stock. The diluted net loss per share attributable to common stockholders is calculated by giving effect to all potentially dilutive common stock equivalents during the period using the treasury stock method or the if-converted method, if applicable. The Company's stock options, warrants, and early exercised stock options are considered to be potential common stock equivalents but have been excluded from the calculation of diluted net loss per share attributable to common stockholders because the holders of these securities do not have a contractual right to share in the Company's losses, and their effect would be antidilutive. Therefore, the net loss for the three and nine months ended September 30, 2025 and 2024 was attributed to common stockholders only.

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders for the periods presented (in thousands, except for per share data):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Numerator:				
Net loss attributable to common stockholders, basic	\$ (18,223)	\$ (18,342)	\$ (46,975)	\$ (50,690)
Net loss attributable to common stockholders, diluted	\$ (18,223)	\$ (18,342)	\$ (46,975)	\$ (50,690)
Denominator:				
Weighted-average number of shares used to compute net loss per share attributable to common stockholders, basic	13,341	12,277	12,785	12,151
Weighted-average number of shares used to compute net loss per share attributable to common stockholders, diluted	13,341	12,277	12,785	12,151
Net loss per share attributed to common stockholders:				
Basic	\$ (1.37)	\$ (1.49)	\$ (3.67)	\$ (4.17)
Diluted	\$ (1.37)	\$ (1.49)	\$ (3.67)	\$ (4.17)

The following potentially dilutive shares (in thousands) were excluded from the calculation of diluted shares outstanding as the effect would have been anti-dilutive:

	September 30, 2025	September 30, 2024
Warrants to purchase common stock ⁽¹⁾	194	219
Private Placement Warrants	492	492
Common stock subject to repurchase	3	14
Outstanding options	445	479
Restricted stock units	655	975
Total	1,789	2,180

(1) Warrants to purchase common stock consist of 175 liability-classified warrants at an exercise price of \$59.65 set to expire in November 2025 and 19 equity-classified warrants at an exercise price of \$59.65 set to expire in October 2030. The equity-classified warrants will automatically convert to shares of common stock for no consideration upon a change in control.

10 Related Party Transactions

On September 7, 2022 the Company and DBAG formed Forge Europe GmbH. DBAG is a stockholder of the Company. See Note 2, "Summary of Significant Accounting Policies" for additional information.

Forge Global Advisors LLC ("FGA"), a wholly-owned subsidiary of the Company and an investment adviser registered under the Investment Advisers Act of 1940, as amended, advises investment funds, each of which are organized as a series of Forge Investments LLC and segregated portfolio companies of Forge Investments SPC and Forge Investments II SPC (such investment funds and portfolio companies are individually and collectively referred to as "Single Asset Funds" or "SAFs"). The SAFs are each formed for the purpose of investing in securities relating to a single private company and are owned by different investors. FGA serves as the manager of the Forge Investments LLC series. The Company utilizes a third-party fund administrator to manage the Forge Investments SPC and Forge Investments II SPC SAFs. The Company has no ownership interest nor participation in the gains or losses of the SAFs. The Company does not consolidate Forge Investments LLC, Forge Investments SPC, Forge Investments II SPC, or any of the SAFs, because the Company has no direct or indirect interest in the SAFs and the amount of expenses the Company pays on behalf of the SAFs are not significant to the entities. Investors in the SAFs do not have any recourse to the assets of the Company.

While not contractually required, FGA may, at its sole discretion, absorb certain expenses on behalf of the SAFs. Audit and accounting related services are recorded in professional services in the unaudited condensed consolidated statements of operations. Professional services expenses of \$0.2 million and \$0.9 million were recognized in the unaudited condensed consolidated statements of operations during the three and nine months ended September 30, 2025. Professional services expenses of \$0.2 million and \$0.6 million were recognized in the unaudited condensed consolidated statements of operations during the three and nine months ended September 30, 2024.

Accuidity LLC ("Accuidity") is a wholly-owned subsidiary of the Company and a Delaware-based specialized asset management firm focused on private market investing through institutional index funds, single issuer investment vehicles, and early-stage venture funds. The funds are organized as a series SPVs of Accuidity Fund LP and Accuidity Venture LLC. The funds are each formed for the purpose of investing in specific portfolio private companies. Accuidity serves as the manager of Accuidity Fund LP series and Accuidity Venture LLC series. Accuidity LLC does not consolidate Accuidity Fund LP, Accuidity Venture LLC or the SPVs. The amount of expenses the Company pays on behalf of the SAFs are not significant to the entities.

Certain members of senior management hold ownership interests of approximately 50% in a fund managed by the Company. As a result, the Company and the fund are considered related parties. Fees earned from managing the fund were not material for the periods presented.

A family member of one of the Company's former executive officers is a portfolio manager for investment funds that engage in secondary transactions with the Company in the ordinary course of business. Such transactions became related

party transactions upon the employee's appointment to executive officer in April 2023. One of such funds is also a client of the Company's data and related products. No revenue was recognized from the transactions, however the Company recorded commissions of \$0.1 million and \$0.3 million for services provided for the three and nine months ended September 30, 2025.

The Company also has an equity method investment in EQUIAM, LLC ("Equiam"), a data-powered venture capital manager. Equiam also engages in secondary transactions with the Company through its affiliate private investment fund in the ordinary course of business. The Company holds a 25.2% ownership of Equiam's issued and outstanding Class A units. On May 2, 2024, the Company invested \$0.5 million in an unsecured convertible note and warrant offering by Equiam. The unsecured convertible note shall become due and payable after the third anniversary of the issuance date, unless converted or prepaid. The investment in the unsecured convertible note and warrant is accounted for as consideration payable to a customer under ASC 606-10-32-25. As of September 30, 2025, the unsecured convertible note had a carrying value of \$0.2 million which is recorded in prepaid expenses and other current assets, as well as other assets, noncurrent, on the unaudited condensed consolidated balance sheets.

11 Subsequent Events

On October 14, 2025, the Company entered into a lease agreement for the premises located at Four Embarcadero Center, San Francisco California, following the expiration of its sublease. The new lease has a term of five years and four months, commencing on February 1, 2026 and expiring on May 31, 2031. The annual base rent is approximately \$2.0 million, with a security deposit of \$0.7 million. In addition to the base rent, the Company is responsible for its proportionate share of the building's operating expenses, including property taxes and additional rent. This lease agreement was executed after the reporting date and is not reflected in the accompanying financial statements as of September 30, 2025.

On November 5, 2025, the Company entered into an Agreement and Plan of Merger (the "Schwab Merger Agreement") by and among the Company, The Charles Schwab Corporation, a Delaware corporation ("Schwab"), and Ember-Falcon Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Schwab ("Merger Sub"), pursuant to which, among other things, Merger Sub will be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Schwab, on the terms and subject to the conditions set forth in the Schwab Merger Agreement. Under the terms of the Schwab Merger Agreement, at the effective time of the Merger (the "Effective Time"), (i) each outstanding share of Company common stock, par value \$0.0001 per share (the "Shares") that is owned by (A) Schwab, Merger Sub, the Company or any wholly owned subsidiary of Schwab or the Company (in each case, not held on behalf of third parties) and (B) the holders of Shares who have duly demanded appraisal pursuant to Section 262 of the Delaware General Corporation Law ("DGCL") and have not effectively withdrawn or otherwise waived or lost such right to appraisal under Section 262 of the DGCL (the "Dissenting Shares"), in each case will cease to be outstanding, will be cancelled without payment of any consideration therefor and will cease to exist (subject to any rights any holder of Dissenting Shares may have pursuant to the terms of the Schwab Merger Agreement with respect to such Dissenting Shares) and (ii) each other Share issued and outstanding immediately prior to the Effective Time will be converted into the right to receive \$45.00 in cash, without interest. The Merger is expected to close in the first half of 2026, subject to customary closing conditions, including receipt of approval of the Company's stockholders and customary regulatory approvals for a transaction of this type. The Company will continue to operate independently until the transaction closes. No adjustments have been made to the accompanying unaudited consolidated financial statements as a result of the Schwab Merger Agreement.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis provide information that our management believes is relevant to an assessment and understanding of our consolidated results of operations and financial condition. This discussion and analysis should be read together with the unaudited condensed consolidated financial statements and related notes to those statements in this Report, as well as our audited consolidated financial statements and related notes to those statements included in our Annual Report on Form 10-K filed with the SEC on March 6, 2025 (the "Annual Report"). This discussion and analysis contains forward-looking statements based upon current expectations that involve risks, uncertainties, and assumptions, as described under the heading "Forward-Looking Statements." Actual results and timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" or elsewhere in this Report.

Unless the context otherwise requires, references in this section to "Forge," the "Company," "we," "us," and "our," refer to Forge Global Holdings, Inc. and its subsidiaries.

Business Overview

Forge is committed to democratizing access to private markets through our comprehensive suite of private market solutions, including a purpose-built technology-driven platform connecting buyers and sellers of private shares with investment and custody opportunities. Our marketplace offers data, insights, and tools to help institutions and individuals confidently navigate the private market. Our Private Company Solutions ("PCS") offerings deliver tailored solutions to private companies for their liquidity and capital formation needs. Our asset management solution enhances investment efficiency through a suite of single asset funds that invest in private companies. Our data solutions provide clients with key insights into a traditionally opaque market and drive additional participation in our marketplace and platform generally. We also provide custodial services for self-directed retirement accounts, specializing in the custody of alternative assets for our clients.

Forge's platform attracts a broad spectrum of market participants, which fall into three general categories: investors, shareholders, and companies. To serve the distinct needs of each of these categories, we have strategically invested in complementary solutions to offer our clients the most critical tools to participate in the private market ecosystem through an integrated platform that allows them to engage in various investment opportunities and supports the process from beginning to end. We believe this holistic approach yields strong platform-based network effects, fueling participation in the private market and our growth.

Our revenue is primarily driven by fees generated from our flagship marketplace and custody solutions. Revenue includes fees charged for private market transactions on the Forge marketplace and fees charged for account and asset management solutions from our custody solutions.

Recent Developments

On November 5, 2025, the Company entered into an Agreement and Plan of Merger (the "Schwab Merger Agreement") by and among the Company, The Charles Schwab Corporation, a Delaware corporation ("Schwab"), and Ember-Falcon Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Schwab ("Merger Sub"), pursuant to which, among other things, Merger Sub will be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Schwab, on the terms and subject to the conditions set forth in the Schwab Merger Agreement. Pursuant to the Schwab Merger Agreement, at the effective time of the Merger (the "Effective Time"), (i) each share of common stock of the Company, par value \$0.0001 per share (the "Shares") that is owned by (A) Schwab, Merger Sub, the Company or any wholly owned subsidiary of Schwab or the Company (in each case, not held on behalf of third parties) and (B) the holders of Shares who have duly demanded appraisal pursuant to Section 262 of the Delaware General Corporation Law ("DGCL") and have not effectively withdrawn or otherwise waived or lost such right to appraisal under Section 262 of the DGCL (the "Dissenting Shares"), in each case will cease to be outstanding, will be cancelled without payment of any consideration therefor and will cease to exist (subject to any rights any holder of Dissenting Shares may have pursuant to the terms of the Schwab Merger Agreement with respect to such Dissenting Shares) and (ii) each other Share issued and outstanding immediately prior to the Effective Time will be converted into the right to receive an amount in cash equal to \$45.00, without interest. The Merger is expected to combine Schwab's industry-leading

suite of wealth, advisory and investment management solutions with the Company's ability to offer direct and indirect opportunities to participate in the private markets to redefine private market access.

Each outstanding Company stock option will be cancelled in exchange for the right to receive an amount in cash equal to the excess, if any, of \$45.00 per share over the option exercise price. Each outstanding Company time-based restricted stock unit ("RSU"), performance based restricted stock unit ("PSU"), and restricted Company share ("RSA") will be assumed and converted into a Schwab restricted stock unit (a "Schwab RSU") or restricted share (a "Schwab RSA"), as applicable (with PSUs converting based on the higher of target performance and actual performance). As converted, the Schwab RSUs and Schwab RSAs will be denominated in a number of shares of common stock of Schwab based upon an equity award exchange ratio that is equal to \$45.00 divided by the average, rounded to the nearest one ten thousandth, of the closing-sale prices of shares Schwab common stock for the five full trading days ending on (and including) the trading day preceding the closing date. Each Schwab RSU and Schwab RSA will continue to be governed by the same terms and conditions as were applicable to RSU and RSA, as applicable, prior to closing, except that the vesting of a Schwab RSU may be accelerated upon a severance-qualifying termination during the 12-month period subsequent to the closing date and Schwab RSUs corresponding to PSUs will no longer be subject to performance based vesting conditions.

The merger is expected to close in the first half of 2026, subject to the satisfaction of customary closing conditions, including receipt of approval of the Company's stockholders and customary regulatory approvals for a transaction of this type. The Company believes that existing cash balances will be sufficient to fund merger-related costs as well as ongoing operating requirements through the closing date.

Key Factors Affecting our Financial Performance

In addition to growing and maintaining our client base and continuing to invest in our platform, we consider the following to be the key factors affecting our financial performance. These and other factors are discussed in more detail in the Risk Factors in our Annual Report.

Market Trends

Private Market Trends — Supply of and demand for private company shares fluctuates with various factors, including but not limited to, anticipated or planned IPOs, mergers and acquisitions activity in the public and private space, private company funding activity, exits by private equity or investment firms, participation in the private market by private companies generally, and demand from individual and institutional investors.

Consumer Behavior — Buyers' and sellers' behaviors vary over time and are affected by numerous conditions. For example, behavior may be impacted by social or economic factors such as changes in disposable income levels and the need for liquidity, employee tenure, general interest in investing, interest rate levels, and reaction to stock market volatility. There may also be high profile IPOs, SPACs, or idiosyncratic events impacting single companies that impact consumer behavior. These shifts in consumer behavior may influence interest in our products and solutions over time.

Macroeconomic Environment — Behavior and risk appetites by individual and institutional accredited investors, as well as businesses, are impacted by various factors in the overall macroeconomic environment, including but not limited to, the interest rate environment, volatility and liquidity risks to private equity valuations, and uncertainty around settlement prices for illiquid assets. These factors could all, individually or together, impact investor appetite and investment preferences across the alternative investment and private markets space. In particular, cash administration fees are based on prevailing interest rates and custodial client cash balances, and currently makes up the largest portion of our custodial administration fee revenue.

Revenue and Take Rate

Types of Products — We may adjust fees to account for different operational costs and transaction-based costs that may be incurred for different products. The mix of transactions in different products will impact overall revenues and take rate.

Types of Clients — The type of client may influence our revenue. Institutional and individual clients may be charged fee rates depending on different factors, including but not limited to, the size of the transaction, the demand for the underlying private company shares, or the type of custody services provided. Clients that come to our platform through third-

party brokers, PCS, or partnerships may also impact revenue. The mix of clients in any given period will impact our overall revenues and take rate.

Segment Information

The Company operates as a single operating segment and reportable segment. The Company's chief operating decision maker ("CODM") is its Chief Executive Officer, who reviews financial information presented on a consolidated basis for purposes of making operating decisions, allocating resources and evaluating the Company's financial performance. Accordingly, we have concluded that we consist of a single operating segment and reportable segment for accounting and financial reporting purposes. The CODM uses net income as the measure of profit or loss for purposes of assessing segment performance and deciding how to allocate resources, primarily by monitoring actual results against the forecast.

Key Business Metrics

We monitor the following key business metrics to help us evaluate our business, identify trends affecting our business, formulate business plans, and make strategic decisions. The tables below reflect period-over-period changes in our key business metrics, along with the percentage change between such periods. Percentages may not be replicated based on the rounded figures presented. We believe the following business metrics are useful in evaluating our business.

	Three Months Ended		Nine Months Ended		Change	
	September 30, 2025	June 30, 2025	September 30, 2025	September 30, 2024	QoQ	YoY
<i>Dollars in thousands</i>						
MARKETPLACE SOLUTIONS						
Trades	875	927	2,765	2,116	(52)	649
Volume	\$ 423,315	\$ 756,110	\$ 1,871,816	\$ 1,026,931	\$ (332,795)	\$ 844,885
Net Take Rate	2.8 %	2.4 %	2.5 %	2.8 %	0.4 %	(0.3)%
Marketplace revenues, less transaction-based expenses	\$ 11,898	\$ 18,490	\$ 46,219	\$ 28,554	\$ (6,592)	\$ 17,665

- Trades are defined as the total number of orders executed by us on behalf of private investors and stockholders. Increasing the number of orders is critical to increasing our revenue and, in turn, to achieving profitability.

- Volume is defined as the total sales value for all securities traded through our Forge marketplace, which is the aggregate value of the issuer company's equity attributed to both the buyer and seller in a trade and as such a \$100 trade of equity between buyer and seller would be captured as \$200 of volume for us. Although we typically capture a commission on each side of a trade, we may not in certain cases due to factors such as the use of a third-party broker by one of the parties or supply factors that would not allow us to attract sellers of shares of certain issuers. Volume is influenced by, among other things, the pricing and quality of our services as well as market conditions that affect private company valuations, such as increases in valuations of comparable companies at IPO.
- Net Take Rates are defined as our marketplace revenues, less markets-related transaction-based expenses, divided by Volume. These represent the percentage of fees earned by our marketplace on any transactions executed from the commission we charged on such transactions less transaction-based expenses, which is a determining factor in our revenue. The Net Take Rate can vary based upon the service or product offering and is also affected by the average order size and transaction frequency.

	As of or for the Three Months Ended		As of or for the Nine Months Ended		Change	
	September 30, 2025	June 30, 2025	September 30, 2025	September 30, 2024	QoQ	YoY
<i>Dollars in thousands</i>						
CUSTODY SOLUTIONS						
Total Custodial Accounts	2,703,045	2,598,846	2,703,045	2,281,976	104,199	421,069
Assets Under Custody	\$ 18,447,670	\$ 18,132,637	\$ 18,447,670	\$ 16,620,450	\$ 315,033	\$ 1,827,220
Custodial Client Cash	\$ 454,385	\$ 440,278	\$ 454,385	\$ 469,680	\$ 14,107	\$ (15,295)
Custodial administration fees, less transaction-based expenses	\$ 9,074	\$ 9,094	\$ 27,441	\$ 31,828	\$ (20)	\$ (4,387)

- Total Custodial Accounts are defined as our clients' custodial accounts that are established on our platform and billable. These relate to our Custodial Administration fees revenue stream and are an important measure of our business as the number of Total Custodial Accounts is an indicator of our future revenues from certain account maintenance and transaction fees.
- Assets Under Custody is the reported value of all client holdings held under our agreements, including cash submitted to us by the responsible party. These assets can be held at various financial institutions, issuers, and in our vault. As the custodian of the accounts, we collect all interest and dividends, handle all fees and transactions, and any other considerations for the assets concerned. Our fees are earned from the overall maintenance activities of all assets and are not charged on the basis of the dollar value of Assets Under Custody, but we believe that Assets Under Custody is a useful metric for assessing the relative size and scope of our business.
- Custodial Client Cash is a component of Assets Under Custody representing the value of cash held on behalf of clients held under our agreements. These assets are held at various financial institutions. Our fees are earned from the administration activities we perform with respect to these balances. The amount of custodial client cash is a determining factor in our revenue.

Non-GAAP Financial Measures

In addition to Forge's financial results determined in accordance with generally accepted accounting principles in the United States of America ("GAAP"), Forge presents Adjusted EBITDA and Adjusted EPS, non-GAAP financial measures. Forge uses these non-GAAP financial measures to evaluate its ongoing operations and for internal planning and forecasting purposes. Forge believes these non-GAAP financial measures, when taken together with the corresponding GAAP financial measures, provide meaningful supplemental information regarding its performance by excluding specific financial items that have less bearing on its core operating performance. Forge considers Adjusted EBITDA and Adjusted EPS to be important measures because they help illustrate underlying trends in its business and historical operating performance on a more consistent basis.

However, non-GAAP financial information is presented for supplemental informational purposes only, has limitations as an analytical tool, and should not be considered in isolation or as a substitute for financial information presented in accordance with GAAP. In addition, other companies, including companies in Forge's industry, may calculate similarly titled non-GAAP financial measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness as a tool for comparison. A reconciliation is provided below for Adjusted EBITDA to net loss attributable to common stockholders, the most directly comparable financial measure stated in accordance with GAAP and Adjusted EPS to EPS. Investors are encouraged to review Adjusted EBITDA and Adjusted EPS and the respective reconciliations and not to rely on any single financial measure to evaluate Forge's business.

Forge defines Adjusted EBITDA as net loss attributable to Forge Global Holdings, Inc., adjusted to exclude: (i) net loss attributable to noncontrolling interest, (ii) provision for income taxes, (iii) depreciation and amortization, (iv) share-based compensation expense, (v) interest income, (vi) change in fair value of warrant liabilities, (vii) change in fair value of contingent consideration, and (viii) other significant gains, losses, and expenses such as impairments, acquisition-related transaction and reorganization costs that Forge believes are not indicative of its ongoing results.

Forge defines Adjusted EPS as net loss attributable to Forge Global Holdings, Inc., adjusted to exclude: (i) net change in fair value of warrant liabilities and (ii) the tax effect of the adjustment at Forge's effective tax rate from continuing operations divided by the weighted average shares outstanding for the respective periods.

The following table reconciles net loss attributable to Forge Global Holdings, Inc. to Adjusted EBITDA for the periods presented below:

(in thousands)	Three Months Ended		Nine Months Ended	
	September 30, 2025	June 30, 2025	September 30, 2025	September 30, 2024
Net loss attributable to Forge Global Holdings, Inc.	\$ (18,223)	\$ (12,580)	\$ (46,975)	\$ (50,690)
Add:				
Interest income	(609)	(803)	(2,454)	(4,511)
Provision for income taxes	(1,296)	189	(91)	772
Depreciation and amortization	1,002	909	2,897	5,345
Net loss attributable to noncontrolling interest	13	141	128	(1,188)
Share-based compensation expense	5,017	3,436	14,972	24,948
Change in fair value of warrant liabilities	(182)	294	(79)	(7,659)
Change in fair value of contingent consideration	(211)	—	(211)	—
Acquisition-related transaction costs	254	1,988	2,242	—
Other ⁽¹⁾ :	2,679	993	3,672	186
Adjusted EBITDA	<u>\$ (11,556)</u>	<u>\$ (5,433)</u>	<u>\$ (25,899)</u>	<u>\$ (32,797)</u>

⁽¹⁾ Other adjustments within adjusted EBITDA include loss on escrow receivable, employee severance, impairment of assets, a loss on a software contract, and other non-recurring operating expenses.

Some of the limitations of Adjusted EBITDA include: (i) Adjusted EBITDA does not properly reflect capital commitments to be paid in the future, and (ii) although depreciation and amortization are non-cash charges, the underlying assets may need to be replaced and Adjusted EBITDA does not reflect these capital expenditures. In evaluating Adjusted EBITDA, be aware that in the future we will incur expenses similar to the adjustments in this presentation. Our presentation

of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by these expenses or any unusual or non-recurring items. We compensate for these limitations by providing specific information regarding the GAAP items excluded from Adjusted EBITDA. When evaluating our performance, consider Adjusted EBITDA in addition to, and not a substitute for, other financial performance measures, including our net loss and other GAAP results.

The following table reconciles EPS to Adjusted EPS for the periods presented below:

(in thousands, except share and per share data)	Three Months Ended		Nine Months Ended	
	September 30, 2025	June 30, 2025	September 30, 2025	September 30, 2024
Net loss attributable to common stockholders, basic and diluted	\$ (18,223)	\$ (12,580)	\$ (46,975)	\$ (50,690)
Add:				
Change in fair value of warrant liabilities	(182)	294	(79)	(7,659)
Change in fair value of contingent consideration	(211)	—	(211)	—
Income tax (expense) benefit of adjustment	5	(4)	(1)	115
Adjusted net loss attributable to common stockholders, basic and diluted	\$ (18,611)	\$ (12,290)	\$ (47,266)	\$ (58,234)
Weighted average shares - basic and diluted	13,341	12,474	12,785	12,151
EPS - basic and diluted	\$ (1.37)	\$ (1.01)	\$ (3.67)	\$ (4.17)
Adjusted EPS - basic and diluted	\$ (1.40)	\$ (0.99)	\$ (3.70)	\$ (4.79)

Amounts may not recalculate due to rounding.

Basis of Presentation

The unaudited condensed consolidated financial statements and accompanying notes included elsewhere in this Report include our accounts and accounts of our consolidated subsidiaries and were prepared in accordance with GAAP.

Components of Results of Operations

Revenue

Marketplace revenue — Our marketplace revenue consists of fees earned by us in connection with our marketplace, PCS, asset management, and data solutions. We earn marketplace solution revenue from non-underwritten transactions, such as private placements of equity securities. These fees vary depending on multiple factors, including the size of the transaction, the demand for the underlying equity security and the form of the transaction. PCS earns program and transaction fees from companies through tender offer and structured liquidity programs. Our asset management revenue consists of set-up fees charged in connection with direct investments in member interests in Forge-managed SAFs. Revenues generated from our data solutions include subscription fees for our data products and license fees in connection with our segment and sector private market indices. The number of trades, dollar volume of trades, and Net Take Rate are the key business metrics we monitor to evaluate the financial performance of our marketplace solutions business.

Custodial administration fees — We generate revenue from cash administration fees, account maintenance fees, asset fees, and transaction fees. Cash administration fees are based on prevailing interest rates and client cash balances and currently make up the majority of custodial administration fee revenue. With respect to the account maintenance fees, we assess a flat quarterly fee per account, with additional fees based on the number and types of assets held and the number and type of transactions executed. The account revenues depend on the number of total custodial accounts, which include accounts clients opened directly with us and the activity within these accounts, as well as accounts we custody on behalf of partners.

Transaction-based expenses

Transaction-based expenses represent third-party fees incurred to support our marketplace and custody solutions. These include, but are not limited to, third-party broker fees and transfer fees related to placement provided to brokerage clients to facilitate transactions and to a lesser extent those for fund management, and fund settlement expenses that relate to

services provided to the Forge-managed SAFs. Custodial transaction fees include third-party vault storage fees for precious metals we custody. We generally expect these expenses to increase in absolute dollars as our revenue grows.

Compensation and benefits

Compensation and benefits expense is our most significant operating expense and includes employee wages, bonuses, share-based compensation, severance costs, benefits, and employer taxes. The incentive component of our compensation and benefits expense consists of amounts paid on the achievement of sales targets and discretionary bonuses, which are based on both our financial performance and individual employee performance. While we expect our compensation and benefits expense to increase as our revenue grows and we hire additional personnel to support new products and services, in the near term, we are focused on aligning our headcount with current business needs. The share-based compensation component of compensation and benefits expense may or may not increase as we continue to align our headcount with current and future business needs.

Professional services

Professional services expense includes fees for accounting, tax, auditing, legal, and regulatory services, as well as consulting services received in connection with strategic and technology initiatives. We have and may continue to incur additional professional services expenses relating to public company regulatory requirements and customary practices.

Advertising and market development

Advertising and market development is an important driver of our value and we intend to continue making meaningful investments in the Forge brand and growth marketing. This includes brand advertising, thought leadership, content marketing, public relations, partnerships, and other strategies that amplify our brand. We have a rigorous approach to measuring client lifetime value and optimizing our client acquisition investments according to market dynamics and effective return on investment ("ROI"). We manage our discretionary expenses in growth marketing in real-time, as audience-specific dynamics show positive ROI. We generally expect our marketing expenses to increase in the long term in absolute dollars but manage our spend judiciously and adapt as market conditions evolve.

Rent and occupancy

Rent and occupancy expense is related to our leased property and includes rent, maintenance, real estate taxes, utilities, impairment and other related costs.

Technology and communications

Technology and communications consist of costs for our hosting fees paid to third-party data centers, software development engineers, and maintenance of our computer hardware and software required to support our technology and cybersecurity. Technology and communications also include costs for network connections for our electronic platforms and telecommunications. We generally expect our technology and communications expense to increase over the long term as we continue to innovate on our offerings and services and increase headcount.

General and administrative

General and administrative includes insurance, travel and entertainment, allowances for bad debt, reserves for contingent losses including legal proceedings, and other general and administrative costs.

Depreciation and amortization

Depreciation and amortization is attributable to property and equipment, intangible assets, and capitalized internal-use software.

Interest income

Interest income primarily includes interest income earned on our cash, cash equivalents, investments and term deposits.

Change in fair value of warrant liabilities

Changes in the fair value of warrant liabilities are related to warrant liabilities that are marked-to-market each reporting period with the change in fair value recorded in the accompanying unaudited condensed consolidated statements of operations until the warrants are exercised, expire, or other facts and circumstances that could lead the warrant liabilities to be reclassified to stockholders' equity occur.

Change in fair value of contingent consideration

Changes in fair value of contingent consideration represent adjustments to estimated future payments related to the Accuity acquisition. These changes are recognized in the accompanying unaudited condensed consolidated statements of operations until underlying performance conditions are met.

Other income, net

Other income, net, includes realized and unrealized gains and losses in connection with investments, sublease income, and other non-operating income and expenditures.

Provision for income taxes

Provision for income taxes consists of federal, state, and foreign income taxes. We maintain a valuation allowance against deferred tax assets net of deferred tax liabilities, with the exception of certain indefinite-lived liabilities, as we have concluded it is not more likely than not that we will realize our net deferred tax assets.

Results of Operations

The following table sets forth our unaudited condensed consolidated statements of operations for the interim periods presented. Percentages may not be replicated based on the rounded figures presented.

<i>(in thousands)</i>	Three Months Ended		Nine Months Ended	
	September 30, 2025	June 30, 2025	September 30, 2025	September 30, 2024
Total revenues, less transaction-based expenses	\$ 20,972	\$ 27,584	\$ 73,660	\$ 60,382
Operating expenses:				
Compensation and benefits	26,396	27,193	83,080	87,377
Other	15,125	13,226	40,433	36,569
Total operating expenses	41,521	40,419	123,513	123,946
Operating loss	(20,549)	(12,835)	(49,853)	(63,564)
Total interest and other income	1,043	585	2,915	12,458
Loss before provision for income taxes	(19,506)	(12,250)	(46,938)	(51,106)
Provision for income taxes	(1,296)	189	(91)	772
Net loss	(18,210)	(12,439)	(46,847)	(51,878)
Net income (loss) attributable to noncontrolling interest	13	141	128	(1,188)
Net loss attributable to Forge Global Holdings, Inc.	\$ (18,223)	\$ (12,580)	\$ (46,975)	\$ (50,690)

Revenue

(in thousands)	Three Months Ended		Nine Months Ended		Change	
	September 30, 2025	June 30, 2025	September 30, 2025	September 30, 2024	QoQ	YoY
Marketplace revenue	\$ 12,162	\$ 18,597	\$ 46,756	\$ 28,912	\$ (6,435)	\$ 17,844
Custodial administration fees	9,098	9,142	27,539	31,828	(44)	(4,289)
Total revenues	21,260	27,739	74,295	60,740	(6,479)	13,555
Transaction-based expenses:						
Transaction-based expenses	(288)	(155)	(635)	(358)	(133)	(277)
Total revenues, less transaction-based expenses	\$ 20,972	\$ 27,584	\$ 73,660	\$ 60,382	\$ (6,612)	\$ 13,278

Comparison of the Three Months Ended September 30, 2025 and June 30, 2025

Total revenues, less transaction-based expenses decreased \$6.6 million, or 24%.

Marketplace revenue decreased by \$6.4 million, or 35%, driven by a 44% decrease in trading volume, offset by a 40 basis point increase in net take rate. Third quarter transactional volume is historically influenced by seasonal investment behavior in the summer months. Net take rate in the three months ended September 30, 2025 was higher due to large block transactions executed at lower net take rates in the prior quarter.

Comparison of the Nine Months Ended September 30, 2025 and September 30, 2024

Total revenues, less transaction-based expenses increased \$13.3 million, or 22%.

Marketplace revenue increased by \$17.8 million, or 62%, driven by a 82% increase in trading volume offset, in part, by a 30 basis point decrease in net take rate. We attribute higher trading volumes to improved market dynamics that drove a diversity of new and re-engaged interest in our platform and larger average trade sizes in the current year. Net take rate for the nine months ended September 30, 2025 was lower due to large block transactions executed at lower net take rates and generally declining net take rates as trading volume increases.

Custodial administration fees decreased by \$4.3 million, or 13%, driven by lower cash administration fees attributable to lower interest rates and an 3% decline in custodial client cash balances.

Operating Expenses

Compensation and benefits

(in thousands)	Three Months Ended		Nine Months Ended		Change	
	September 30, 2025	June 30, 2025	September 30, 2025	September 30, 2024	QoQ	YoY
Salary	\$ 13,593	\$ 13,288	\$ 40,215	\$ 45,520	\$ 305	\$ (5,305)
Incentive compensation and other bonus	5,226	7,381	19,240	12,058	(2,155)	7,182
Share-based compensation	5,017	3,436	14,972	24,948	1,581	(9,976)
Severance	(414)	1,212	2,121	3,626	(1,626)	(1,505)
Benefits and other	1,644	1,876	5,202	4,851	(232)	351
Total compensation and benefits	\$ 25,066	\$ 27,193	\$ 81,750	\$ 91,003	\$ (2,127)	\$ (9,253)

Comparison of the Three Months Ended September 30, 2025 and June 30, 2025

Compensation and benefits expense decreased \$2.1 million, or 8%.

Incentive compensation and other bonus expense decreased \$2.2 million, primarily driven by the decrease in marketplace revenue.

Share-based compensation expense increased \$1.6 million due to annual grants for certain executives awarded during the period.

Comparison of the Nine Months Ended September 30, 2025 and September 30, 2024

Compensation and benefits expense decreased \$9.3 million, or 10%.

Salary expense decreased \$5.3 million, or 12%, due to the realization of cost initiatives taken by the Company in the second half of 2024.

Incentive compensation and other bonus expense increased \$7.2 million primarily driven by the increase in marketplace revenue.

Share-based compensation expense decreased \$10.0 million primarily related to lower amortization in connection with prior years' grant, delays in finalizing 2025 annual grants for certain executives and fully vested high grant date value awards from 2022, partially offset by accelerated amortization in connection with the marketplace reorganization and CFO transition.

Other Operating Expenses

(in thousands)	Three Months Ended		Nine Months Ended		Change	
	September 30, 2025	June 30, 2025	September 30, 2025	September 30, 2024	QoQ	YoY
Technology and communications	\$ 5,903	\$ 4,667	\$ 14,919	\$ 8,894	\$ 1,236	\$ 6,025
General and administrative	4,049	2,144	8,447	9,447	1,905	(1,000)
Professional services	1,933	1,204	5,468	6,257	729	(789)
Advertising and market development	1,261	1,528	4,004	3,348	(267)	656
Acquisition-related transaction costs	254	1,988	2,242	—	(1,734)	2,242
Depreciation and amortization	1,002	909	2,897	5,345	93	(2,448)
Rent and occupancy	723	786	2,456	3,278	(63)	(822)
Total other operating expenses	<u>\$ 15,125</u>	<u>\$ 13,226</u>	<u>\$ 40,433</u>	<u>\$ 36,569</u>	<u>\$ 1,899</u>	<u>\$ 3,864</u>

n/m not meaningful

Comparison of the Three Months Ended September 30, 2025 and June 30, 2025

Other operating expenses increased \$1.9 million, or 14%.

The increase was primarily driven by non-recurring charges, including a \$1.2 million impairment of noncancelable service contracts in technology and communications, and a \$1.1 million settlement of receivables held in escrow within general and administrative expenses. These were partially offset by a reduction in acquisition-related costs tied to the Accudity acquisition, most of which were incurred in the prior quarter.

Comparison of the Nine Months Ended September 30, 2025 and September 30, 2024

Other operating expenses increased by \$3.9 million, or 10.6% for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024.

Acquisition-related costs in connection with the Accudity acquisition that closed on July 1, 2025, higher advertising and market development expenses and higher technology and communication expense for offshore third party software engineers were offset by lower depreciation and amortization, rent and occupancy and professional services expenses.

Other operating expenses in the nine months ended September 30, 2025 also included non-recurring charges of \$1.2 million impairment of noncancelable service contracts in technology and communications, and a \$1.1 million settlement of receivables held in escrow within general and administrative expenses, while other operating expenses in the nine months ended September 30, 2024 included \$2.8 million in legal settlement costs recorded in general and miscellaneous expense and a \$0.2 million right-of-use asset impairment charge recorded in rent and occupancy expense.

Total interest and other income

(in thousands)	Three Months Ended		Nine Months Ended		Change	
	September 30, 2025	June 30, 2025	September 30, 2025	September 30, 2024	QoQ	YoY
Interest income	609	\$ 803	\$ 2,454	\$ 4,511	\$ (194)	\$ (2,057)
Change in fair value of warrant liabilities	182	(294)	79	7,659	476	(7,580)
Change in fair value of contingent consideration	211	—	211	—	211	211
Other income, net	41	76	171	288	(35)	(117)
Total interest and other income	\$ 1,043	\$ 585	\$ 2,915	\$ 12,458	\$ 458	\$ (9,543)

Comparison of the Three Months Ended September 30, 2025 and June 30, 2025

Interest income declined \$0.2 million driven by lower investment yields and declining cash and cash equivalent balances.

Changes in the fair value of warrant liabilities were driven by changes in key valuation assumptions including the Company's share price and share price volatility as of the valuation dates. For the three months ended September 30, 2025, the Company recognized a \$0.3 million loss from warrant revaluations, in comparison to a \$0.2 million gain for the three months ended June 30, 2025. See Note 3, "Fair Value Measurements" of the notes to our unaudited condensed consolidated financial statements.

Changes in the fair value of contingent consideration were driven by changes in key valuation assumptions including the Company's share price and share price volatility as of the valuation dates. For the three months ended September 30, 2025, the Company recognized a \$0.2 million loss from contingent consideration revaluations compared to no prior quarter activity as the acquisition of Accudity had not yet occurred. See Note 3, "Fair Value Measurements" of the notes to our unaudited condensed consolidated financial statements.

Comparison of the Nine Months Ended September 30, 2025 and September 30, 2024

Interest income decreased \$2.1 million driven by lower investment yields and declining cash and cash equivalent balances.

Changes in the fair value of warrant liabilities were driven by changes in key valuation assumptions including the Company's share price and share price volatility as of the valuation dates. The unfavorable change of \$0.1 million in the fair value of warrant liabilities in the current year compares to the favorable change of \$7.7 million in the prior year.

Changes in the fair value of contingent consideration were driven by changes in key valuation assumptions including the Company's share price and share price volatility as of the valuation dates. The unfavorable change of \$0.2 million in the fair value of contingent consideration in the current year compared to no prior year activity as the acquisition of Accudity had not yet occurred.

Liquidity and Capital Resources

We have financed our operations primarily through revenue from operations and issuances of securities. Our primary requirements for liquidity and capital are to finance working capital and capital expenditures.

As of September 30, 2025, our principal sources of liquidity are our cash and cash equivalents balance of \$32.3 million and investments of \$28.4 million.

We believe our existing liquidity as of September 30, 2025 will be sufficient to meet our operating working capital and capital expenditure requirements for the next twelve months and the foreseeable future. Our future equity and financing requirements will depend on many factors including our growth rate, the timing and extent of spending to support development of our platform, and the expansion of sales and marketing activities. Although we currently are not a party to any financing agreement and do not have any understanding with any third parties with respect to potential investments in, or acquisitions of, businesses or technologies, we may enter into these types of arrangements in the future, which could also

require us to seek additional equity or debt financing. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, results of operations, and financial condition would be materially and adversely affected.

We intend to continue to make investments in product development, sales efforts, and additional general and administrative costs in connection with operating as a public company. We expect to continue to maintain financing flexibility in the current market conditions. As a result, we may require additional capital resources to execute strategic initiatives to grow our business. Pursuant to the Schwab Merger Agreement, we have agreed to various covenants and obligations, including, among others, to conduct our business in all material respects in the ordinary course between the execution of the Schwab Merger Agreement and the closing of the Merger. Outside of certain limited exceptions, we may not take certain actions without Schwab's consent, including: (i) acquiring businesses and disposing of significant assets, (ii) incurring expenditures above specified thresholds, (iii) incurring debt above specified thresholds, (iv) issuing additional securities, or (v) repurchasing shares of our outstanding common stock. We do not believe these restrictions will prevent us from meeting our ongoing costs of operations, working capital needs or capital expenditure requirements.

Investments

Our investment policy and strategy are focused on the preservation of capital and supporting our liquidity requirements. We invest in highly-rated debt securities that are considered held-for-trading investments with average duration in the portfolio of less than 3 months and a maximum maturity of 6 months. Based on our investment positions as of September 30, 2025, a hypothetical 100 basis point increase in interest rates across all maturities would not be significant. Losses would only be realized if we sold the investments prior to maturity or in the event of a default by the issuer.

We seek to reduce credit risk through prudent asset selection, actively monitoring our investment portfolio and the underlying credit quality of our holdings. Our pre-acquisition due diligence and processes for monitoring performance include the evaluation of, among other things, credit and risk ratings.

Share Repurchase Program

In March 2025, our board of directors approved a share repurchase program of up to \$10.0 million. During the three and nine months ended September 30, 2025, we have repurchased 314,701 shares at an average price of approximately \$13.15 per share and approximately \$5.9 million remains available for repurchase under the share repurchase program.

Cash Flow Summary

The following table summarizes our cash flows for the periods presented:

(in thousands)	Nine Months Ended September 30,	
	2025	2024
Net cash used in:		
Operating activities	\$ (31,959)	\$ (32,633)
Investing activities	\$ (36,960)	\$ 5,719
Financing activities	\$ (5,044)	\$ (3,370)

Operating Activities

Cash used in operating activities for the nine months ended September 30, 2025 of \$32.0 million was primarily driven by our net loss of \$46.8 million, adjusted for non-cash charges of \$21.3 million and net cash outflows of \$6.5 million in connection with changes in our operating assets and liabilities. Non-cash charges primarily consist of share-based compensation, depreciation and amortization, amortization of right-of-use assets, loss on software contracts, changes in fair value of warrant liabilities, and changes in fair value of contingent consideration. Cash outflows in connection with changes in our operating assets and liabilities are primarily driven by payment of annual incentive compensation and higher accounts receivable, net as a result of higher revenue.

Cash used in operating activities for the nine months ended September 30, 2024 of \$32.6 million was primarily driven by our net loss of \$51.9 million, adjusted for non-cash charges of \$25.0 million and net cash outflows of \$5.8 million in connection with changes in our operating assets and liabilities. Non-cash charges primarily consisted of share-based compensation, a decrease in the fair value of warrant liabilities, and depreciation and amortization. The main driver of the cash outflows from the changes in operating assets and liabilities was related to an increase in prepaid expenses and other assets of \$2.2 million attributable to payment of annual corporate insurance premiums and legal defense costs recoverable under an indemnification claim and a decrease in operating lease liabilities of \$1.8 million.

Investing Activities

Cash used in investing activities for the nine months ended September 30, 2025 of \$37.0 million was primarily driven by investment of excess corporate cash balances into short-term investments.

Cash provided by investing activities was \$5.7 million for the nine months ended September 30, 2024, which consisted primarily of cash received for the maturity of term deposits.

Financing Activities

Cash used in financing activities was \$5.0 million and \$3.4 million for the nine months ended September 30, 2025 and September 30, 2024, respectively, and relates to share repurchases and stock option and other equity award activities and settlements.

Contractual Obligations

Our contractual obligations have not changed materially outside of the normal course of business as disclosed in our Annual Report, except as described in Note 6, "Commitments and Contingencies," to our unaudited condensed consolidated financial statements included elsewhere in this Report.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in our unaudited condensed consolidated financial statements and accompanying notes. We base our estimates on historical experience, current business factors, and various other assumptions that we believe are necessary to consider forming a basis for making judgments about the carrying values of assets and liabilities, the recorded amounts of revenue and expenses, and the disclosure of contingent assets and liabilities. We are subject to uncertainties such as the impact of future events, economic and political factors, and changes in our business environment; therefore, actual results could differ from these estimates. Accordingly, the accounting estimates used in the preparation of our unaudited condensed consolidated financial statements will change as new events occur, as more experience is acquired, as additional information is obtained and as our operating environment changes. Changes in estimates are made when circumstances warrant. Such changes in estimates and refinements in estimation methodologies are reflected in reported results of operations; if material, the effects of changes in estimates are disclosed in the notes to our unaudited condensed consolidated financial statements.

On an ongoing basis, we evaluate our estimates and assumptions. Our actual results may differ from these estimates under different assumptions or conditions.

Goodwill and Other Intangible Assets, Net

Goodwill represents the excess of the aggregate fair value of the consideration transferred in a business combination over the fair value of the assets acquired, net of liabilities assumed. Goodwill is not amortized but is tested for impairment annually on October 1, or more frequently if events or changes in circumstances indicate the goodwill may be impaired. These events or circumstances could include a significant change in the business climate, regulatory environment, established business plans, operating performance indicators, or competition. Potential impairment indicators may also include, but are not limited to, (i) the results of the Company's most recent annual or interim impairment testing, (ii) downward revisions to internal forecasts, (iii) declines in the Company's market capitalization below its book value, and the magnitude and duration of those declines, (iv) a reorganization resulting in a change to the Company's operating segments, and (v) other macroeconomic factors, such as increases in interest rates that may affect the weighted average cost of capital or volatility in the equity and debt markets. If the Company's market capitalization continues to decline or future performance varies from

current expectations, assumptions, or estimates, including assumptions related to current macroeconomic uncertainties, this may trigger a future impairment charge.

We performed our annual goodwill impairment test as of October 1, 2024 and a quantitative assessment as of December 31, 2024. The Company used a qualitative assessment as of September 30, 2025. The qualitative analysis evaluated factors, including, but not limited to, economic, market and industry conditions and the overall financial performance of the reporting unit. Based on the results of our qualitative impairment assessment, we concluded that it is more likely than not that the fair value of our reporting unit sufficiently exceeded its carrying value and as such, did not require further assessment. No impairment charges were recognized during the nine months ended September 30, 2025 and September 30, 2024.

There have been no other material changes to our critical accounting policies and estimates as compared to those described in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" set forth in our Annual Report.

Recent Accounting Pronouncements

See the section titled "Summary of Significant Accounting Policies" in Note 2 of the notes to our unaudited condensed consolidated financial statements in this Report.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information otherwise required under this item.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective as of September 30, 2025 due to the material weakness in internal control over financial reporting that was disclosed in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2025.

Notwithstanding the previously identified material weakness, management believes the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q fairly present, in all materials respects, our financial condition, results of operations and cash flows as of and for the periods presented in accordance with U.S. GAAP.

Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Our management, including our Chief Executive Officer and Chief Financial Officer, under the oversight of the Audit Committee of our board of directors, conducted an evaluation of the effectiveness of our internal control over financial reporting as of September 30, 2025. In making this assessment, our management used the criteria established in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO").

Our internal control system is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. Because of inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Remediation Efforts

The following remediation actions have been taken as of September 30, 2025:

- Reconciliation and review control requirements over the number of outstanding warrants at each valuation date;

- Controls related to its monthly and quarterly analysis of valuation inputs and assumptions to enhance the precision of its analytical reviews to assess whether the impact of new, significant or unusual transactions are properly reflected in the financial statements; and
- Incorporated an accounting and disclosure risk assessment process and control for the Company's review of new, unusual or significant transactions and their related accounting and disclosure impacts.

While significant progress has been made to improve internal controls and address the underlying cause of the material weakness, we are still in the process of implementing and testing these remediated processes, procedures and controls. Additional time is required to complete our assessment. We believe the above actions will be effective in remediating the material weakness, however, the material weakness cannot be considered remediated until controls operate for a sufficient period of time and our management has concluded, through testing, that the controls are operating effectively. As such, our management was unable to conclude that the material weakness has been remediated as of September 30, 2025, and therefore has concluded that our disclosure controls and procedures were not effective as of September 30, 2025.

The Company cannot be certain that the steps being taken will be sufficient to remediate the control deficiencies that led to the material weakness in internal control over financial reporting or prevent future material weaknesses or control deficiencies from occurring. In addition, the Company cannot be certain that all material weaknesses in our internal control over financial reporting have been identified, or that in the future it will not have additional material weaknesses in its internal control over financial reporting.

Changes in Internal Control over Financial Reporting

Other than the material weakness discussed above, there have not been any changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the period covered by this Report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, do not expect that our disclosure controls or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Part II- Other Information

Item 1. Legal Proceedings

Information regarding legal proceedings is available in Note 6, "Commitments and Contingencies" to the unaudited condensed consolidated financial statements in this Report.

Item 1A. Risk Factors

Other than the risk factors noted below, there have been no material changes from the risk factors previously described in the section titled "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year December 31, 2024.

The announcement and pendency of our agreement to be acquired by The Charles Schwab Corporation may have an adverse effect on our business, operating results and our stock price, and may result in the loss of employees, customers, suppliers, and other business partners.

On November 5, 2025, we entered into an Agreement and Plan of Merger (the "Schwab Merger Agreement") by and among the Company, The Charles Schwab Corporation, a Delaware corporation ("Schwab"), and Ember-Falcon Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Schwab ("Merger Sub"), pursuant to which, among other things, on the terms and subject to the conditions set forth in the Schwab Merger Agreement, Merger Sub will be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Schwab. We are subject to risks in connection with the announcement and pendency of the Merger, including, but not limited to, the following:

- market reaction to the announcement of the Merger;
- market assessments of the likelihood that the Merger will be consummated;
- the merger consideration paid per share will not be increased to account for any positive changes in our business, assets, liabilities, prospects, outlook, financial condition, or results of operations during the pendency of the Merger, including any successful execution of our current strategy as an independent company or in the event of any change in the market price of, analyst estimates of, or projections relating to, our common stock;
- potential adverse effects on our relationships with our current customers, suppliers and other business partners, or those with which we are seeking to establish business relationships, due to uncertainties about the Merger;
- the pendency and outcome of the legal proceedings that may be instituted against us, our directors, executive officers and others relating to the transactions contemplated by the Schwab Merger Agreement; and
- the possibility of disruption to our business, including increased costs and diversion of management time and resources that could otherwise have been devoted to other opportunities that may have been beneficial to us.

The Merger is subject to certain conditions, some or all of which may not be satisfied, and the Merger may not be completed on a timely basis, if at all.

The obligations of the Company and Schwab to complete the Merger are subject to the satisfaction or waiver of a number of conditions, including, among others, (i) the expiration or termination of the applicable waiting period under the HSR Act and receipt of certain other regulatory approvals customary for a transaction of this type, (ii) the adoption of the Schwab Merger Agreement by the Requisite Company Vote (as defined in the Schwab Merger Agreement) of our stockholders; and (iii) since the date of the Schwab Merger Agreement, no material adverse effect has occurred and is continuing.

Although we and Schwab have agreed in the Schwab Merger Agreement to use our reasonable best efforts to consummate the Merger as promptly as practicable, many of the closing conditions are not within our or Schwab's control, and neither company can predict when or if these conditions will be satisfied. If any of these conditions are not satisfied or waived prior to November 5, 2026, it is possible that the Schwab Merger Agreement will be terminated. The failure to satisfy all of the required conditions could delay the completion of the Merger for a significant period of time or prevent it from occurring. Any delay in completing the Merger could cause us not to realize some or all of the benefits that we expect to achieve if the Merger is successfully completed within the expected timeframe. There can be no assurance that all closing conditions will be satisfied or waived, or that the Merger will be completed, within the expected timeframe or at all.

If the parties determine to waive any of the conditions to the closing of the Merger, such decision may have an adverse effect on us and our stockholders.

Failure to complete the Merger could negatively affect our stock price and our future business and financial results.

If the Merger is not completed, our ongoing business, financial condition, financial results and stock price may be materially adversely affected. Without realizing any of the benefits of having completed the Merger, we will be subject to a number of risks, including the following:

- the market price of our common stock could decline to the extent that the current market price reflects a market assumption that the Merger will be completed;
- we may experience negative reactions from our employees and may not be able to retain key management personnel and other key employees;
- we will have incurred, and will continue to incur, significant non-recurring costs in connection with the Merger that we may be unable to recover;
- we may experience negative reactions from the financial markets or from suppliers, customers and regulators;
- time and resources committed by our management to matters relating to the Merger could otherwise have been devoted to pursuing other beneficial opportunities for us;
- we could owe a termination fee of \$25.74 million (the “Termination Fee”) to Schwab under certain circumstances;
- if the Schwab Merger Agreement is terminated and our board of directors seeks another business combination, there can be no assurance that we will be able to find a party willing to enter into a transaction on terms equivalent to or more attractive than the terms to which Schwab has agreed in the Schwab Merger Agreement; and
- litigation related to any failure to complete the Merger or related to any enforcement proceeding commenced against us or Schwab to perform our and their respective obligations pursuant to the Schwab Merger Agreement.

If any of these risks materialize it could materially adversely impact our ongoing business, financial condition, financial results and stock price. Similarly, delays in the completion of the Merger could, among other things, result in additional transaction costs, loss of revenue or other negative effects associated with uncertainty about completion of the Merger.

We will incur significant transaction costs in connection with the Merger.

We have incurred and are expected to continue to incur a number of non-recurring costs associated with the Merger. These costs have been, and will continue to be, substantial and, in certain cases, will be borne by us whether or not the Merger is completed. A substantial majority of non-recurring expenses will consist of transaction costs and include, among others, fees paid to legal and financial advisors. Any litigation that may result from the announcement, pendency or completion of the Merger has the potential to impose additional substantial expenses on us. If the Merger is not completed, we will have incurred substantial expenses for which no ultimate benefit will have been received. We have incurred out-of-pocket expenses in connection with the Merger for legal and accounting fees and other costs and expenses, much of which will be incurred even if the Merger is not completed. If our board of directors (acting upon the recommendation of the independent and disinterested special committee of the board of directors) has determined in good faith (after consultation with outside legal counsel and its financial advisors) that an acquisition proposal constitutes a Superior Proposal (as defined in the Schwab Merger Agreement), then we may terminate the Schwab Merger Agreement to enter into an agreement with respect to such Superior Proposal, subject to compliance with the procedures specified in the Schwab Merger Agreement and payment of a termination fee of the Termination Fee.

If the proposed Merger is not completed, we may explore other potential transactions, but alternatives may be less favorable to us.

Completion of the Merger will require significant time, attention, and resources of our senior management and others within the Company, potentially diverting their attention from other business opportunities that might benefit us. If the proposed Merger is not completed, the Company may explore other strategic alternatives with another party or parties. An alternative transaction may have terms that are less favorable to us than the terms of the proposed Merger, or we may be unable to reach agreement with any third-party on an alternate transaction that we would consider to be reasonable. Any future transaction may be subject to further stockholder approval, and there is no guarantee that we would be able to obtain such stockholder approval in favor of any such sale or other transaction.

We are subject to business uncertainties and contractual restrictions while the Merger is pending, which could adversely affect our business, operating results and our stock price.

Under the terms of the Schwab Merger Agreement, we are subject to certain restrictions on the conduct of our business prior to completing the Merger, generally requiring us to conduct our businesses in all material respects in the ordinary course of business, to use reasonable best efforts to cooperate in seeking regulatory approvals, and to not engage in certain specified activities without Schwab's prior consent. We may find that these and other obligations in the Schwab Merger Agreement may delay or prevent us from responding, or limit our ability to respond, effectively to competitive pressures, industry developments and future business opportunities that may arise during such period, even if our management and board of directors think such responses may be advisable. Such limitations could adversely affect our business, operating results and our stock price and our perceived acquisition value, regardless of whether the Merger is completed. These risks described may be exacerbated by delays or other adverse developments with respect to the completion of the Merger.

Litigation relating to the proposed transaction may be filed against us and our board of directors in the future, which could prevent or delay the completion of the proposed transaction or result in the payment of damages.

Lawsuits arising out of or relating to the Schwab Merger Agreement may be filed in the future. The outcome of any litigation is uncertain and any such lawsuits could prevent or delay the Merger. Accordingly, if a plaintiff is successful in obtaining an injunction, then such injunction may prevent the Merger from being completed, or from being completed within the expected timeframe.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Unregistered Sales of Equity Securities

Information required by Item 701 of Regulation S-K as to all unregistered sales of equity securities of the Company during the period covered by this Report have previously been included in Current Reports on Form 8-K filed with the SEC.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

Securities Trading Plans of Directors and Executive Officers

During the three months ended September 30, 2025, no director or officer, as defined in Rule 16a-1(f) under the Exchange Act, adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement".

Item 6. Exhibits

The exhibits listed in the accompanying Exhibit Index are filed or incorporated by reference as part of this Report.

Exhibit Index

[Table of Contents](#)

Exhibit Number	Description	Incorporated by Reference From Form	Incorporated by Reference From Exhibit Number	Date Filed
2.1§	Agreement and Plan of Merger, dated July 1, 2025, among the Company, Accuidity, LLC, and the other parties thereto.	10-Q	2.1	August 7, 2025
10.1§	Office Lease, dated October 14, 2025, by and between Four Embarcadero Center Venture and Forge Global, Inc.	Filed herewith		
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act.	Filed herewith		
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act.	Filed herewith		
32.1*	Certifications of the Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act.	Furnished herewith		
101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document).	Filed herewith		
101.SCH	Inline XBRL Taxonomy Extension Schema Document.	Filed herewith		
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	Filed herewith		
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	Filed herewith		
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.	Filed herewith		
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	Filed herewith		
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).	Filed herewith		

* The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Report and will not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates it by reference.

§ Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. Certain portions of this exhibit have been omitted in accordance with Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish supplementally to the SEC a copy of any omitted information upon request by the SEC.

Signatures

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

Forge Global Holdings, Inc.

Date: November 13, 2025

By: /s/ Kelly Rodriques

Kelly Rodriques
Chief Executive Officer (Principal Executive
Officer)

Date: November 13, 2025

By: /s/ James Nevin

James Nevin
Chief Financial Officer (Principal Financial
Officer)

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL. [*] INDICATES THAT INFORMATION HAS BEEN REDACTED.**

FOUR EMBARCADERO CENTER OFFICE LEASE

This Office 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 **FOUR EMBARCADERO CENTER VENTURE**, a California general partnership (“**Landlord**”), and **FORGE GLOBAL, INC.**, a Delaware corporation (“**Tenant**”).

SUMMARY OF BASIC LEASE INFORMATION

TERMS OF LEASE

- | <u>TERMS OF LEASE</u> | <u>DESCRIPTION</u> |
|-------------------------------------|--|
| 1. Date: | October 14, 2025 |
| 2. Premises (<u>Article 1</u>). | |
| 2.1 Building: | Four Embarcadero Center, San Francisco, CA. |
| 2.2 Premises: | 21,795 rentable square feet of space located on the fifteenth (15 th) floor of the Building and commonly known as Suite 1500, as further set forth in <u>Exhibit A</u> to the Office Lease. |
| 3. Lease Term (<u>Article 2</u>). | |
| 3.1 Lease Term | Five (5) years and four (4) months. |
| 3.2 Lease Commencement Date: | February 1, 2026. |
| 3.3 Lease Expiration Date: | May 31, 2031. |
| 4. Base Rent (<u>Article 3</u>): | |

<u>Period During Lease Term</u>	<u>Annual Base Rent</u>	<u>Monthly Installment of Base Rent</u>
February 1, 2026-January 31, 2027*	\$1,983,345.00	\$165,278.75
February 1, 2027-January 31, 2028	\$2,042,845.35	\$170,237.11
February 1, 2028-January 31, 2029	\$2,104,130.71	\$175,344.23
February 1, 2029-January 31, 2030	\$2,167,254.63	\$180,604.55

February 1, 2030-January 31, 2031	\$2,232,272.27	\$186,022.69
February 1, 2031-May 31, 2031	\$2,299,240.44	\$191,603.37

*Base Rent in the first four (4) months of the Lease Term shall be abated pursuant to Section 3.2.

5. Base Year (Article 4): Calendar year 2026.
6. Tenant's Share (Article 4): 2.5070%.
7. Permitted Use (Article 5): General office use.
8. L/C Amount (Article 21): \$661,115.00.
9. Address of Tenant (Article 28):
 Forge Global, Inc.
 Four Embarcadero Center, Suite 1500
 San Francisco, CA 94111

 Attn: James Nevin (CFO)

 and a courtesy copy to:

 Drossman Law, PC
 2261 Market Street #454
 San Francisco, CA 94114
 Attn: Laura A. Drossman
 Email: [***]

 (Prior to and After Lease Commencement Date)
10. Address of Landlord (Article 28): See Article 28 of the Lease.
11. Broker(s) (Section 29.24):
Landlord's Broker: None.

Tenant's Broker:
 Jones Lang LaSalle
 1 Front Street, Suite 2100
 San Francisco, CA 94111
 Attention: Michael Iino and John Diepenbrock
13. Tenant Improvement Allowance (**Exhibit B**): \$871,800.00 (i.e., \$40 per rentable square foot of the Premises multiplied by 21,795 rentable square feet).

ARTICLE 1

PREMISES, BUILDING, PROJECT, AND COMMON AREAS

1.1 Premises, Building, Project and Common Areas.

1.1.1 **The Premises; Tender of Possession.** 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 and each floor or floors of the Premises has the number of rentable square feet as set forth in Section 2.2 of the Summary. 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 in the “Building,” as that term is defined in Section 1.1.2, below, only, 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. Tenant acknowledges that Tenant has been occupying the Premises pursuant to that certain Sublease dated August 22, 2023 (the “**Sublease**”) between Tenant, as Subtenant, and Jones Lang LaSalle Americas, Inc., a Maryland corporation, as Sublandlord, and Tenant is currently in possession of the Premises in accordance with the terms of the Sublease. Except as specifically set forth in this Lease (including, Article 7) and in the Tenant Work Letter attached hereto as Exhibit B (the “**Tenant Work Letter**”), Tenant shall continue to accept the Premises in its presently 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. 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.

1.1.2 **The Building and The Project.** The Premises are a part of the building set forth in Section 2.1 of the Summary (the “**Building**”). The Building is part of an office project known as “**Embarcadero Center.**” The term “**Project,**” as used in this Lease, shall mean (i) the Building and the Common Areas, (ii) the land (which is improved with landscaping, subterranean parking facilities and other improvements) upon which the Building and the Common Areas are located, (iii) those certain other office buildings located in the vicinity of the Building and known as One Embarcadero Center, Two Embarcadero Center and Three Embarcadero Center, respectively, and the land upon which such office buildings are located,

and (iv) at Landlord's discretion, any additional real property, areas, land, buildings or other improvements added thereto outside of the Project.

1.1.3 **Common Areas.** Tenant shall have the non-exclusive right to use in common with other tenants in the Project, 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**"). For the avoidance of doubt, the restrooms located on a multi-tenant floor are Common Area and the restrooms located on a floor that is leased or occupied entirely by one tenant shall be part of such tenant's premises. The Common Areas shall consist of the "Project Common Areas" and the "Building Common Areas." The term "**Project Common Areas**," as used in this Lease, shall mean the portion of the Project designated as such by Landlord, which Project Common Areas may include, from time to time, in Landlord's sole discretion, a conference center and other amenities. The term "**Building Common Areas**," as used in this Lease, shall mean the portions of the Common Areas located within the Building designated as such by Landlord. The manner in which the Common Areas are maintained and operated shall be at the sole discretion of Landlord and the use thereof shall be subject to such rules, regulations and restrictions as Landlord may 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.

1.2 **Rentable Square Feet of Premises and Building.** For purposes of this Lease, "**rentable square feet**" in the Premises and the Building, as the case may be, shall be calculated pursuant to Landlord's then current method for measuring rentable square footage. Landlord and Tenant hereby stipulate and agree that the rentable square feet of the Premises is as set forth in Section 2.2 of the Summary.

ARTICLE 2

LEASE TERM

The terms and provisions of this Lease shall be effective as of the date of this Lease; provided, however, prior to the Lease Commencement Date, Tenant's occupancy of the Premises shall be governed by the terms of the Sublease (subject to Landlord's consent thereof) and not the terms of this Lease. The term of this Lease (the "**Lease Term**") shall commence on the "**Lease Commencement Date**," as that term is set forth in Section 3.2 of the Summary, and shall terminate on the "**Lease Expiration Date**," as that term is set forth in Section 3.3 of the Summary, unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, (i) the term "**Lease Month**" shall mean each succeeding calendar month during the Lease Term; provided that (x) the first Lease Month shall commence on the Lease Commencement Date and shall end on the last day of the first (1st) full calendar month of the Lease Term and (y) the final Lease Month shall end on the Lease Expiration Date (notwithstanding the fact that such

final Lease Month may be shorter than a full calendar month), and (ii) the term “**Lease Year**” shall mean each consecutive period of twelve (12) Lease Months during the Lease Term; provided that (x) the first Lease Year shall commence on the first Lease Month and (y) the final Lease Year shall expire on the Lease Expiration Date (notwithstanding the fact that such final Lease Year may contain fewer than twelve (12) Lease Months). At any time during the Lease Term, Landlord may deliver to Tenant a notice by email to James Parrinello ([***]) and Manda Simpson ([***]) 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 ten (10) business days of receipt thereof; provided, however, Tenant’s failure to

execute and return such notice to Landlord within such time shall be conclusive upon Tenant that the information set forth in such notice is as specified therein.

ARTICLE 3

BASE RENT

3.1 **Base Rent.** Commencing on the Lease Commencement Date, Tenant shall pay, without prior notice or demand, 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. The Base Rent for the first full month of the Lease Term shall be paid at the time of Tenant’s execution of 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. Until notice of some other designation is given to Tenant in accordance with the provisions of Article 28 of this Lease, Base Rent and all other charges shall be paid by remittance to or for the order of Four Embarcadero Center Venture by one of the following methods:

- (i) Via the VersaPay ARC, BXP on-line Tenant Portal for which an invite will be sent to Tenant from the VersaPay ARC platform from the email address noreply@versapay.com (please contact Landlord at ARDept@bxp.com with any inquiries respecting VersaPay).

or

- (ii) By ACH Transfer & Direct Deposit Bank of America
345 Montgomery Street, Concourse Level #1499 San Francisco, California 94101
ABA# 121-000-358
Account: Boston Properties L.P. Operating Account Account Number: 14993-06215
Amount: [fill in appropriate dollar amount]
Reference: Tenant Name: [Fill in Tenant Name and Tenant Number]

or

(iii) By Mail

Boston Properties Limited Partnership
P.O. Box 742841
Los Angeles, California 90074-2841
or

(iv) By Overnight Delivery

Bank of America Lock Box Services Lockbox LAC-742841
2706 Media Center Drive
Los Angeles, California 90065.

3.2 **Abated Base Rent.** Provided that Tenant is not then in default of this Lease beyond any applicable notice, cure and/or grace period(s), then during the first four (4) full calendar month(s) of the Lease Term (the “**Rent Abatement Period**”), Tenant shall not be obligated to pay any Base Rent otherwise attributable to the Premises during such Rent Abatement Period (the “**Rent Abatement**”). Landlord and Tenant acknowledge that the aggregate amount of the Rent Abatement equals \$661,115.00. Tenant acknowledges and agrees that the foregoing Rent Abatement has been granted to Tenant as additional consideration for entering into this Lease, and for agreeing to pay the rental and performing the terms and conditions otherwise required under this Lease. If Tenant shall be in default under this Lease and shall fail to cure such default within the notice and cure period, if any, permitted for cure pursuant to this Lease, or if this Lease is terminated for any reason other than Landlord’s breach of this Lease, then the dollar amount of the unapplied portion of the Rent Abatement as of the date of such default or termination, as the case may be, shall be converted to a credit to be applied to the Base Rent applicable at the end of the Lease Term and Tenant shall immediately be obligated to begin paying Base Rent for the Premises in full.

3.3 **Base Rent Credit.** Provided that Tenant is not then in monetary or material non-monetary default of this Lease, Tenant shall have the one-time right to elect by written notice (the “**Base Rent Credit Election Notice**”) to Landlord at any time on or before the Lease Commencement Date to apply as a credit against the monthly Base Rent due under this Lease (the “**Base Rent Credit**”) any then-remaining unused portion of the Tenant Improvement Allowance (as defined below). If Tenant properly elects to apply the Base Rent Credit, then (a) any then-remaining unused portion of the Tenant Improvement Allowance shall be reduced by the amount of such Base Rent Credit and (b) the amount of the Base Rent Credit shall be applied in three (3) equal installments as hereinafter described and shall be treated as if it was originally Rent Abatement in accordance with the terms and conditions of Section 3.2 above. The first installment of Base Rent Credit shall be applied to the Base Rent first coming due as of February 1, 2027 and continuing until the first installment of the Base Rent Credit is fully utilized. The second installment of Base Rent Credit shall be applied to the Base Rent first coming due as of February 1, 2028 and continuing until the second installment of the Base Rent Credit is fully

utilized. The third installment of Base Rent Credit shall be applied to the Base Rent first coming due as of February 1, 2029 and continuing until the third installment of the Base Rent Credit is fully utilized.

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 (i) “Tenant’s Share” of the annual “Building Direct Expenses,” as those terms are defined in Sections 4.2.10 and 4.2.2 of this Lease, respectively, which are in excess of the amount of Building Direct Expenses applicable to the “Base Year,” as that term is defined in Section 4.2.1 of this Lease, and (ii) Tenant’s Share of “Capital Expenses,” as that term is defined in Section 4.2.9, below, pursuant to Section 4.6 of this Lease; provided, however, that in no event shall any decrease in Building Direct Expenses for any “Expense Year,” as that term is defined in Section 4.2.6 of this Lease, below Building Direct Expenses for the Base Year entitle Tenant to any decrease in Base Rent or any credit against sums due under 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. Landlord may upon expiration of the Lease Term deliver to Tenant an estimate of any Base Rent, Additional Rent or other obligations outstanding, and Landlord may either deduct such amount from any funds otherwise payable to Tenant upon expiration or require Tenant to pay such funds within ten (10) business days of Landlord’s demand therefor. Landlord shall make necessary adjustments for differences between actual and estimated Additional Rent in accordance with Section 4.4, below.

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 “**Base Year**” shall mean the period set forth in Section 5 of the Summary.

4.2.2 “**Building Direct Expenses**” shall mean “Building Operating Expenses” and “Building Tax Expenses”, as those terms are defined in Sections 4.2.3 and 4.2.4, below, respectively.

4.2.3 “**Building Operating Expenses**” shall mean the portion of “Operating Expenses,” as that term is defined in Section 4.2.7 below, allocated to the tenants of the Building pursuant to the terms of Section 4.3.1 below.

4.2.4 “**Building Tax Expenses**” shall mean that portion of “Tax Expenses”, as that term is defined in Section 4.2.8 below, allocated to the tenants of the Building pursuant to the terms of Section 4.3.1 below.

4.2.5 “**Direct Expenses**” shall mean “Operating Expenses” and “Tax Expenses.”

4.2.6 “**Expense Year**” shall mean each calendar year, including the Base 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 not less than thirty (30) days’ prior written notice to Tenant, may change the Expense Year (other than the Base 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 Building Direct Expenses and Capital Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.2.7 “**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, replacement, restoration or operation of the Project, or any portion thereof as determined in accordance with generally accepted accounting principles. 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, maintaining, repairing, replacing, renovating and managing the utility systems, mechanical systems, sanitary, storm drainage systems, communication systems and escalator and elevator systems, and the cost of supplies, tools, and equipment and 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 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 (including, without limitation, commercial general liability insurance, physical damage insurance covering damage or other loss caused by fire, earthquake, flood and other water damage, explosion, vandalism and malicious mischief, theft or other casualty, rental interruption insurance and such insurance as may be required by any lessor under any present or future ground or underlying lease of the Building or Project or any holder of a mortgage, trust deed or other encumbrance now or hereafter in force against the Building or Project or any portion thereof); (iv) the cost of landscaping, decorative lighting, and relamping, the cost of maintaining fountains, sculptures, bridges and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project, or any portion thereof; (v) the cost of parking area repair, restoration, and maintenance, including, without limitation, resurfacing, repainting, restriping and cleaning; (vi) fees, charges and other costs, including management fees (or amounts in lieu thereof), consulting fees (including, without limitation, any consulting fees incurred in connection with the procurement of insurance), legal fees and accounting fees, of all contractors, engineers, consultants and all other persons engaged by Landlord or otherwise incurred by or charged by Landlord in connection with the management, operation, administration, maintenance and repair of the Building and the Project; (vii) payments under any

equipment rental agreements or management agreements (including the cost of any actual or charged management fee and the actual or charged rental of any management office space); (viii) wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons (other than person generally considered to be higher in rank than the position of a person, regardless of title, who supervises property managers that manage the Project and other projects of Landlord and affiliates of Landlord); (ix) costs under any instrument pertaining to the sharing of costs by the Project;

(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 (meaning replacement of the roof membrane, including any elastomeric coating systems, tiles, slates, metal composites, shingles, asphaltic sheet materials, TPO's, etc, but specifically excluding replacement of the structural, supporting mechanisms including replacement of any beams, decking, rebar and concrete fill which costs shall be treated as Capital Expenses); (xii) amortization (including interest on the unamortized cost at an annual interest rate determined by Landlord) 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) 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" as that term is defined in Section 4.2.8, below; (xiv) advertising, marketing and promotional expenditures incurred in connection with the Project, including, without limitation, costs of signs in, on or about the Project identifying or promoting the Project; (xv) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Project or related to the use or operation of the Project; and (xvi) all costs of applying and reporting for the Project or any part thereof to seek or maintain certification under the U.S. EPA's Energy Star® rating system, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system or a similar system or standard.

Notwithstanding anything to the contrary in this Lease, the following items shall be excluded from Operating Expenses:

- a) Any items included in Tax Expenses;
- b) except as permitted pursuant to item (xii), above, principal or interest on indebtedness, debt amortization or ground rent paid by Landlord in connection with any mortgages, deeds of trust or other financing encumbrances, or ground leases of the Building or the Project;
- c) capital improvements to the Building or the Project;
- d) legal, auditing, consulting and professional fees and other costs paid or incurred in connection with financings, refinancings or sales of any interest in Landlord or of Landlord's interest in the Building or the Project or in connection with any ground lease

(including, without limitation, recording costs, mortgage recording taxes, title insurance premiums and other similar costs, but excluding those legal, auditing, consulting and professional fees and other costs incurred in connection with the normal and routine maintenance and operation of the Building and/or the Project);

e) legal fees, space planner's fees, architect's fees, leasing and brokerage commissions, advertising and promotional expenditures and any other marketing expense incurred in connection with the leasing of space in the Building (including new leases, lease amendments, lease terminations and lease renewals);

f) the cost of any items to the extent to which such cost is reimbursed to Landlord by tenants of the Project (other than as a reimbursement of operating expenses), or other third parties, or is covered by a warranty to the extent of reimbursement for such coverage;

g) expenditures for any leasehold improvement which is made in connection with the preparation of any portion of the Building for occupancy by any tenant of the Building or the Project;

h) the cost of performing work or furnishing service to or for any tenant other than Tenant, at Landlord's expense, to the extent such work or service is in excess of any work or service Landlord is obligated to provide to Tenant or generally to other tenants in the Building at Landlord's expense;

i) the cost of repairs or replacements incurred by reason of fire or other casualty, or condemnation, to the extent Landlord actually receives proceeds of property and casualty insurance policies or condemnation awards or would have received such proceeds had Landlord maintained the insurance required to be maintained by Landlord under this Lease;

j) the cost of acquiring sculptures, paintings or other objects of fine art in the Building or the Project in excess of amounts typically spent for such items in Class A office buildings of comparable quality in the San Francisco financial district area;

k) bad debt loss, rent loss, or reserves for bad debt or rent loss;

l) unfunded contributions to operating expense reserves by other tenants;

m) contributions to charitable or political organizations;

n) expenses related solely and exclusively to the operation of the retail space
in the Project;

o) damage and repairs necessitated by the gross negligence or willful
misconduct of Landlord Parties;

p) fees, costs and expenses incurred by Landlord in connection with or relating to claims against or disputes with tenants of the Building or the Project;

q) interest, fines or penalties for late payment or violations of Applicable Laws by Landlord, except to the extent incurring such expense is either (1) a reasonable business expense under the circumstances, or (2) caused by a corresponding late payment or violation of Applicable Laws by Tenant, in which event Tenant shall be responsible for the full amount of such expense;

r) the cost of remediation and removal of "Hazardous Substance," as that term is defined in Section 5.2 below, in the Building or on the Project as required by applicable laws, provided, however, that the provisions of this sub-item (r) shall not preclude the inclusion of costs with respect to materials (whether existing at the Project as of the date of this Lease or subsequently introduced to the Project) which are not as of the date of this Lease (or as of the date of introduction) deemed to be Hazardous Substance under applicable laws but which are subsequently deemed to be Hazardous Substance under applicable laws (it being understood and agreed that Tenant shall nonetheless be responsible under Section 5.2 of this Lease for all costs of remediation and removal of Hazardous Substance to the extent caused by Tenant Parties);

s) costs for the original construction and development of the Building and nonrecurring costs for the repair or replacement of any structural portion of the Building made necessary as a result of defects in the original design, workmanship or materials;

t) costs and expenses incurred for the administration of the entity which constitutes Landlord, as the same are distinguished from the costs of operation, management, maintenance and repair of the Building and/or the Project, including, without limitation, entity accounting and legal matters;

u) 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 on a reasonable basis;

v) except as may be otherwise expressly provided in this Lease with respect to specific items, including, without limitation, any management fee paid by Landlord, the cost of any services or materials provided by any party related to Landlord, to the extent such cost exceeds, the reasonable cost for such services or materials absent such relationship in Class A office Building of comparable quality in the San Francisco financial district area;

w) reserves for future improvements, repairs, additions, etc.;

x) salaries and all other compensation (including fringe benefits) of persons generally considered to be higher in rank than the position of a person, regardless of title, who supervises property managers that manage the Project and other projects of Landlord and affiliates of Landlord; and

y) costs of replacements, alterations or improvements necessary to make the Building or the Project comply with Applicable Laws in effect and applicable to the Building and/or the Project prior to the date of this Lease, except to the extent the need for such replacements, alterations or improvements is caused by Tenant Parties (in which case Tenant shall nonetheless be responsible for such costs in accordance with Article 24 of this Lease), provided, however, that the provisions of this sub-item (y) shall not preclude the inclusion of costs of compliance with Applicable Laws enacted prior to the date of this Lease if such compliance is required for the first time by reason of any amendment, modification or reinterpretation of a Applicable Laws which is imposed after the date of this Lease.

z) fees payable by Landlord for management of the Project in excess of the greater of (i) the management fee generally charged at the Comparable Buildings, and (ii) five percent (5%) of Landlord's gross rental revenues, adjusted and grossed up to reflect a one hundred percent (100%) occupancy of the Project with all tenants paying full rent, as contrasted with free rent, half-rent and the like, including base rent, pass-throughs, and parking fees from the Project for any calendar year or portion thereof.

If Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Operating Expenses) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional Operating Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. If the Project is not at least one hundred percent (100%) occupied during all or a portion of any Expense Year (including, without limitation, if any portion of the Project is unleased or is leased, but is not then being used by a tenant in the ordinary course of its business), Landlord shall make an appropriate adjustment to the components of Direct Expenses for such year that vary based on occupancy levels to determine the amount of Direct Expenses that would have been incurred had the Project been one hundred percent (100%) occupied; and the amount so determined shall be deemed to have been the amount of Direct Expenses for such Expense Year. For purposes hereof, cost savings in components of Operating Expenses arising by reason of the cessation of use by tenants at the Project due to a Casualty, Force Majeure, or other extraordinary circumstances are considered variable Operating Expenses that may be grossed up in Operating Expenses. If Operating Expenses for the Base Year include amortized costs or costs (including, but not limited to, costs of personnel, insurance, and increased or new services) relating to extraordinary circumstances, including, but not limited to, Casualty or Force Majeure, boycotts, strikes, conservation surcharges, embargoes or shortages, then at such time as such costs are no longer applicable, the increased Operating Expenses attributable thereto shall be excluded from the Base Year Operating Expenses. In no event shall the components of Direct Expenses for any Expense Year related to Tax Expenses, Project utility, services, or insurance costs be less than the components of Direct Expenses related to Tax Expenses, Project utility, services, or insurance costs in the Base Year. Landlord shall not, subject to Landlord's right to adjust the components of Operating Expenses as described in this paragraph above and Section 4.3, collect Operating Expenses from Tenant and all other tenants in the Project in an amount in excess of what Landlord incurs for the items included in Operating Expenses.

4.2.8 Taxes.

4.2.8.1 “**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, business 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), 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.

4.2.8.2 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, the tenant improvements in 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; (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; and (v) All of the real estate taxes and assessments imposed upon or with respect to the Building and all of the real estate taxes and assessments imposed on the land and improvements comprising the Project.

4.2.8.3 Any costs and expenses (including, without limitation, reasonable attorneys’ and consultants’ fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are incurred. Tax refunds 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 Additional Rent 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, within thirty (30) days of demand therefor, 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 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. Notwithstanding anything to the contrary contained in this Section 4.2.8 (except as set forth in Section 4.2.8.1, 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, (iii) any items paid by Tenant under Section 4.5 of this Lease, (iv) tax penalties incurred as a result of Landlord's failure to make payments and/or to file any tax or informational returns when due; and (v) documentary transfer taxes.

4.2.8.4 Notwithstanding anything to the contrary set forth in this Lease, the amount of Tax Expenses for the Base Year and any Expense Year shall be calculated without taking into account any decreases in real estate taxes obtained in connection with Proposition 8, and, therefore, the Tax Expenses in the Base Year and/or an Expense Year may be greater than those actually incurred by Landlord, but shall, nonetheless, be the Tax Expenses due under this Lease; provided that (i) any costs and expenses incurred by Landlord in securing any Proposition 8 reduction shall not be deducted from Tax Expenses nor included in Direct Expenses for purposes of this Lease, and (ii) tax refunds under Proposition 8 shall not be deducted from Tax Expenses nor refunded to Tenant, but rather shall be the sole property of Landlord. Landlord and Tenant acknowledge that the preceding sentence is not intended to in any way affect (A) the inclusion in Tax Expenses of the statutory two percent (2.0%) annual increase in Tax Expenses (as such statutory increase may be modified by subsequent legislation), or (B) the inclusion or exclusion of Tax Expenses pursuant to the terms of Proposition 13. 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. Notwithstanding the foregoing, upon a reassessment of the Building and/or the Project pursuant to the terms of Proposition 13 (a "**Reassessment**") occurring after the Base Year which results in a decrease in Tax Expenses, the component of Tax Expenses for the Base Year which is attributable to the assessed value of the Building and/or the Project under Proposition 13 prior to the Reassessment (without taking into account any Proposition 8 reductions) (the "**Base Year Prop 13 Taxes**") shall be reduced, if at all, for the purposes of comparison to all subsequent Expense Years (commencing with the Expense Year in which the Reassessment takes place) to an amount equal to the real estate taxes based upon such

Reassessment, and if thereafter, in connection with a subsequent Reassessment, the assessed value of the Building and/or the Project under Proposition 13 shall increase, the current Base Year Prop 13 Taxes shall be increased for the purposes of comparison to all subsequent Expense Years (commencing with the Expense Year in which the Reassessment takes place) to an amount equal to the lesser of the original Base Year Prop 13 Taxes and an amount equal to the real estate taxes based upon such Reassessment.

4.2.9 “**Capital Expenses**” shall mean all cost of capital repair, improvements or expenditures incurred by Landlord in connection with the Project (A) which are intended to effect economies in the operation, cleaning or maintenance of the Project, or any portion thereof, (B) that are required to comply with present or anticipated conservation programs, (C) which are replacements or modifications of nonstructural items located in the Common Areas required to keep the Common Areas in good order or condition, or (D) that are required under any governmental law or regulation first enacted or first becoming effective, in either case, on or after the date of this Lease. In no event shall Capital Expenses include any costs incurred by Landlord prior to or during the Base Year.

4.2.10 “**Tenant’s Share**” shall mean the percentage set forth in Section 6 of the Summary. Tenant’s Share was calculated by multiplying the number of rentable square feet of the Premises, as set forth in Section 2.2 of the Summary, by 100, and dividing the product by the total number of rentable square feet in the office area of the Building.

4.3 **Allocation of Direct Expenses.**

4.3.1 **Method of Allocation.** The parties acknowledge that the Building is a part of a multi-building project and that the 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 buildings in the Project. Accordingly, as set forth in Section 4.2 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 Building 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.

4.3.2 **Cost Pools.** Landlord shall have the right, from time to time, to equitably allocate some or all of the Direct Expenses for the Project among different portions or occupants of the Project (the “**Cost Pools**”), in Landlord’s reasonable discretion. Such Cost Pools may include, but shall not be limited to, the office space tenants of a building of the Project or of the Project, and the retail space tenants of a building of the Project or of the Project. The Direct Expenses allocable to each such Cost Pool shall be allocated to such Cost Pool and charged to the tenants within such Cost Pool in an equitable manner; provided, however, Landlord may include retail space leased by office tenants of the Project within the office Cost Pool.

4.4 Calculation and Payment of Direct Expenses. If for any Expense Year ending or commencing within the Lease Term, Tenant's Share of Building Direct Expenses for such Expense Year exceeds Tenant's Share of Building Direct Expenses applicable to the Base Year, then Tenant shall pay to Landlord, in the manner set forth in Section 4.4.1, below, and as Additional Rent, an amount equal to the excess (the "**Excess**").

4.4.1 Statement of Actual Building Direct Expenses and Payment by Tenant. Landlord shall give to Tenant within one hundred eighty (180) days following the end of each Expense Year, a statement (the "**Statement**"), which shall state the Building Direct Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount of the Excess. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, if an Excess is present, Tenant shall pay, with its next installment of Base Rent due or within thirty (30) days, whichever is earlier, the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as "Estimated Excess," as that term is defined in Section 4.4.2, below. If the amounts paid by Tenant during an Expense Year as Estimated Excess exceed the Excess for such Expense Year, then such difference shall be reimbursed by Landlord to Tenant within ninety (90) days following Landlord's delivery of the applicable Statement, provided that any such reimbursement, at Landlord's option, may be credited against the Additional Rent next coming due under this Lease unless the Lease Term has expired, in which event Landlord shall refund the appropriate amount to Tenant, or at Landlord's option, apply such overpayment against any unpaid Rent. 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 Building Direct Expenses for the Expense Year in which this Lease terminates, if an Excess is present, Tenant shall immediately pay to Landlord such amount. The provisions of this Section 4.4.1 shall survive the expiration or earlier termination of the Lease Term; provided that, other than Tax Expenses and costs incurred for utilities, Tenant shall not be responsible for Tenant's Share of any Direct Expenses which are first billed to Tenant more than two (2) calendar years after the end of the Expense Year to which such Direct Expenses relate.

4.4.2 Statement of Estimated Building Direct Expenses. In addition, Landlord shall endeavor to give Tenant within one hundred eighty (180) days following the end of each Expense Year, a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth Landlord's reasonable estimate (the "**Estimate**") of what the total amount of Building Direct Expenses for the then-current Expense Year shall be and the estimated excess (the "**Estimated Excess**") as calculated by comparing the Building Direct Expenses for such Expense Year, which shall be based upon the Estimate, to the amount of Building Direct Expenses for the Base Year. 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 Excess under this Article 4, nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Excess theretofore delivered to the extent necessary. Thereafter, Tenant shall pay with its next installment of Base Rent due, a fraction of the Estimated Excess for the then-current Expense Year (reduced by any amounts paid pursuant to the 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 Excess set forth in the previous Estimate Statement delivered by Landlord to Tenant.

4.5 Taxes and Other Charges for Which Tenant Is Directly Responsible.

4.5.1 Tenant shall be liable for and shall pay thirty (30) 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, Landlord may charge Tenant directly, and Tenant shall pay prior to delinquency as Additional Rent (and not as part of Direct Expenses) any (i) gross receipts or other rent tax or sales tax, service tax, transfer tax or value added tax, business 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, including the Project parking facility and taxes or assessments due to any type of ballot measure, including an initiative adopted by the voters or local agency, or a state proposition approved by the voters; 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.

4.5.4 Landlord may charge Tenant the estimated amount of taxes and other charges for which Tenant is directly responsible pursuant to this Section 4.5 on a monthly basis, provided that Landlord shall reconcile the amount actually paid by Tenant with the amount that Tenant should have paid as part of Landlord's Statement following the end of each Expense Year.

4.6 **Calculation and Payment of Capital Expenses.** Notwithstanding any provision to the contrary contained in this Lease, Tenant shall pay to Landlord, on a monthly basis, as Additional Rent and in addition to Tenant's Share of Building Direct Expenses, an amount equal to Tenant's Share of all Capital Expenses incurred by Landlord for any Expense Year following the Base Year; provided, however, any such Capital Expenses shall be amortized (including interest on the unamortized cost at an annual interest rate determined by Landlord) over its useful life as Landlord shall reasonably determine, and Tenant shall only be obligated to pay Tenant's Share of such amortized amount; provided further, however, if Landlord reasonably concludes on the basis of engineering estimates that a particular capital expenditure will effect savings in Operating Expenses, including, without limitation, energy related costs, and that such projected savings will, on an annual basis ("**Projected Annual Savings**"), exceed the annual amortization therefor, then and in such event the amount of amortization for such capital expenditure shall be increased to an amount equal to the Projected Annual Savings; and in such circumstance, the increased amortization (in the amount of the Projected Annual Savings) shall be made for such period of time as it would take to fully amortize the cost of the item in question, together with interest thereon at the interest rate as aforesaid in equal monthly payments, each in the amount of 1/12th of the Projected Annual Savings, with such payment to be applied first to interest and the balance to principal. The amount of Capital Expenses incurred by Landlord, as well as Tenant's Share of such Capital Expenses, shall be set forth on each Statement and each Estimate Statement delivered by Landlord to Tenant and Tenant shall pay Tenant's Share of such Capital Expenses at the same time and in the same manner as Tenant shall pay Tenant's Share of Building Direct Expenses.

4.7 **Audit Results.** Following request by Tenant delivered to Landlord not more than one hundred fifty (150) days following the receipt of the Statement for any Expense Year, Landlord shall deliver to Tenant, to the extent previously prepared by Landlord, the results of any third-party internal audit upon which the Statement is based. Tenant hereby acknowledges that Tenant's sole right to contest any Statement and/or the amount of Direct Expenses payable by Tenant shall be as expressly set forth in this Section 4.7, and Tenant hereby waives any and all other rights pursuant to Applicable Law to inspect Landlord's books and records and/or to contest the amount of Direct Expenses payable by Tenant.

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 further covenants and agrees that 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, or 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. 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 obstruct or interfere with the rights of other tenants or occupants of the Building, or injure or annoy them or use or allow the Premises to be used for any improper, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. 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 recorded easements, covenants, conditions, and restrictions now or hereafter affecting the Project. Except for small quantities customarily used in business offices in compliance with Applicable Law, Tenant shall not cause or permit any "Hazardous Substance," as that term is defined below, to be kept, maintained, used, stored, produced, generated or disposed of (into the sewage or waste disposal system or otherwise) on or in the Premises by Tenant or Tenant's agents, employees, contractors, invitees, assignees or sublessees, without first obtaining Landlord's written consent. Promptly upon Tenant obtaining knowledge thereof, Tenant shall notify, and shall direct Tenant's agents, employees contractors, invitees, assignees and sublessees to immediately notify, Landlord of any incident in, on or about the Premises, the Building or the Project that would require the filing of a notice under any federal, state, local or quasi-governmental law (whether under common law, statute or otherwise), ordinance, decree, code, ruling, award, rule, regulation or guidance document now or hereafter enacted or promulgated, as amended from time to time, in any way relating to or regulating any Hazardous Substance. As used herein, "**Hazardous Substance**" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of California, or the United States government. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" also includes asbestos, polychlorobiphenyls (*i.e.*, PCB's) and petroleum.

ARTICLE 6

SERVICES AND UTILITIES

6.1 **Standard Tenant Services.** Landlord shall provide the following services on all days (unless otherwise stated below) during the Lease Term.

6.1.1 Subject to limitations imposed by all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating, ventilation and air conditioning ("**HVAC**") when necessary for normal comfort for normal office use in the Premises from 7:00

A.M. to 6:00 P.M. Monday through Friday, and on Saturdays from 8:00 A.M. to 1:00 P.M. (collectively, the "**Building Hours**"), except for the date of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and, at Landlord's discretion, other locally or nationally recognized holidays (collectively, the "**Holidays**"). Tenant shall cooperate fully with Landlord at all times and abide by all

regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems.

6.1.2 Landlord shall provide reasonably sufficient electricity to the Premises (including adequate electrical wiring and facilities for connection to Tenant's lighting fixtures and incidental use equipment) with an overall power load of not less than four (4) watts per usable square feet, provided that (i) the connected electrical load of the incidental use equipment does not exceed an average of two and one-half (2.5) watts per usable 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 connected electrical load of Tenant's lighting fixtures does not exceed an average of three-fourths (3/4) of a watt per usable square foot of the Premises, and the electricity so furnished for Tenant's lighting will be at a nominal two hundred seventy-seven (277) volts. Landlord may, in Landlord's sole discretion, at Landlord's sole cost and expense (subject to the terms of Section 6.2, below, regarding Tenant's excess consumption of electricity), install devices to separately sub-meter Tenant's electrical use at the Premises, and in such event (a) commencing on January 1st of the calendar year immediately following the date upon which Landlord installs such electrical sub-meter (the "**Sub-meter Commencement Date**") and continuing throughout the period during which Landlord maintains such electrical sub-meter, Tenant shall pay the cost of electrical service directly to Landlord as set forth below, (b) commencing on Sub-meter Commencement Date and continuing throughout the period during which Landlord maintains such electrical sub-meter, (x) the cost of electrical service shall be excluded from Operating Expenses, (y) Operating Expenses for the Base Year shall be deemed to be decreased by the cost of electrical service provided to the Building (the "**Building Electrical Costs**") for the same period of time during the Base Year as such electrical sub-meter is maintained by Landlord during such subsequent Expense Year, and (z) Base Rent shall be reduced by an amount equal to the Building Electrical Costs as determined on a per rentable square foot basis, and (c) Landlord and Tenant shall execute an amendment to this Lease setting forth such revised terms pursuant to this Section 6.1.2. Bills for electricity shall be rendered at such time or times as Landlord may elect, but not more than once a month, and shall be payable by Tenant as Additional Rent (and not as an Operating Expense) within ten (10) business days of rendition thereof. Such electric bill shall include the sum of (A) the cost of electric service consumed in the Premises, and

(B) Tenant's Share of the electric service consumed by the Building Systems and in the Common Areas. The amount to be charged to Tenant by Landlord per KW and KWH of electric service shall be the actual cost at which Landlord from time to time purchases such KW and KWH of electricity utilized in the Building for the same period from the utility company calculated as set forth below. Such cost shall be determined by dividing the amount billed by the utility company for the KWs and KWHs consumed in the Building during each respective billing period by the total number each of KWs and KWHs consumed by the Building for such billing period as appearing on the utility company invoice. Tenant will design Tenant's electrical system serving any equipment producing nonlinear electrical loads to accommodate such nonlinear electrical loads, including, but not limited to, oversizing neutral conductors, derating transformers and/or providing power-line filters. Engineering plans shall include a calculation of

Tenant's fully connected electrical design load with and without demand factors and shall indicate the number of watts of unmetered and submetered loads. Tenant shall bear the cost of replacement of lamps, starters and ballasts for non-Building standard lighting fixtures (including the labor costs therefor) within the Premises.

6.1.3 Landlord shall provide city water from the regular Building outlets for drinking, kitchen, lavatory and toilet purposes in the Building Common Areas and the Premises.

6.1.4 Landlord shall provide nonexclusive, non-attended automatic passenger elevator service during the Building Hours, shall have one elevator available at all other times, including on the Holidays, except in the event of emergency, and shall provide nonexclusive, non-attended automatic passenger escalator service during Building Hours only.

6.1.5 Landlord shall provide nonexclusive freight elevator service subject to scheduling by Landlord.

6.1.6 Landlord shall provide customary weekday janitorial services to the Premises, except the date of observation of the Holidays, in and about the Premises and customary occasional window washing services, each in a manner consistent with other Class "A" office buildings located in the vicinity of the Project.

6.1.7 Subject to Landlord's rules, regulations, and restrictions and the terms of this Lease, Landlord shall permit Tenant to utilize the existing Building risers, raceways, shafts and conduit to the extent (i) there is available space in the Building risers, raceways, shafts and/or conduit for Tenant's use, which availability shall be determined by Landlord in Landlord's sole and absolute discretion, and (ii) Tenant's requirements are consistent with the requirements of a typical general office user. Tenant shall pay as Additional Rent Landlord's standard fee for the use of such Building risers, raceways, shafts and/or conduit. Tenant may only use vendors selected by Landlord to provide services to Tenant through the use of the Building risers, raceways, shafts and conduit.

Notwithstanding anything in this Lease to the contrary, if Landlord or any affiliate of Landlord has elected to qualify as a real estate investment trust ("**REIT**"), any service required or permitted to be performed by Landlord pursuant to this Lease, the charge or cost of which may be treated as impermissible tenant service income under the laws governing a REIT, may be performed by a taxable REIT subsidiary that is affiliated with either Landlord or Landlord's property manager, an independent contractor of Landlord or Landlord's property manager (the "**Service Provider**"). If Tenant is subject to a charge under this Lease for any such service, then, at Landlord's direction, Tenant will pay such charge either to Landlord for further payment to the Service Provider or directly to the Service Provider, and, in either case, (i) Landlord will credit such payment against Additional Rent due from Tenant under this Lease for such service, and

(ii) such payment to the Service Provider will not relieve Landlord from any obligation under the Lease concerning the provisions of such service.

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. 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, upon billing, the 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 the cost of the increased wear and tear on existing equipment caused by such excess consumption; and Landlord may install devices to separately meter (or sub-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 such additional metering (or sub-metering) devices. In addition, in the event that there is located in the Premises a data center containing high density computing equipment, as defined in the U.S. EPA's Energy Star® rating system ("**Energy Star**"), Landlord may require the installation in accordance with Energy Star of separate metering or check metering equipment, in which event (i) Tenant shall pay the costs of any such meter or check meter directly to Landlord, on demand, including the installation and connectivity thereof, (ii) Tenant shall directly pay to the utility provider all electric consumption on any meter, and (iii) Tenant shall pay to Landlord, as Additional Rent, all electric consumption on any check meter within thirty (30) days after being billed thereof by Landlord, in addition to other electric charges payable by Tenant under the Lease. In the event that Tenant purchases any utility service directly from the provider, Tenant shall promptly provide to Landlord either permission to access Tenant's usage information from the utility service provider or copies of the utility bills for Tenant's usage of such services in a format reasonably acceptable to Landlord. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement reasonably acceptable to both Landlord and Tenant covering any such usage information. Tenant's use of electricity shall never exceed the capacity of the feeders to the Project or the risers or wiring installation, and subject to the terms of Section 29.32, below, 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 provided, however, the foregoing restriction shall not apply to normal and customary general office use of printers and personal computers on the desktops of Tenant's employees. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 6.1 of this Lease, Tenant shall give Landlord such prior notice, if any, as Landlord shall from time to time reasonably establish as appropriate, of Tenant's desired use in order to supply such utilities, and Landlord shall supply such utilities to Tenant at such actual hourly cost, including the costs of equipment depreciation and any applicable administration fees, to Tenant (which shall be treated as Additional Rent) as Landlord shall from time to time establish. Landlord shall have the exclusive right, but not the obligation, to provide any additional services which may be required by Tenant, including, without limitation, locksmithing, lamp replacement, additional janitorial service, and additional repairs and maintenance. If Tenant requests any such additional services, then Tenant shall pay to Landlord the cost of such additional services, including Landlord's standard fee for its involvement with such additional services, promptly upon being billed for same.

6.3 **Interruption of Use.** Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, 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 or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6.

ARTICLE 7

REPAIRS

Landlord shall at all times during the Lease Term maintain in good condition and operating order the structural portions of the Building, including, without limitation, the foundation, floor slabs, ceilings, roof, columns, beams, shafts, stairs, stairwells, escalators, elevators, base building restrooms and all Common Areas (collectively, the "**Building Structure**"), and the Base Building mechanical, electrical, life safety, plumbing, sprinkler and HVAC systems installed or furnished by Landlord (collectively, the "**Building Systems**"). Tenant shall, at Tenant's own expense, keep the Premises, including all improvements, fixtures and furnishings therein, and the floor or floors of the Building on which the Premises are 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; provided however, that, Landlord shall have the exclusive right, at Landlord's option, but not the obligation, to make such repairs and replacements, and Tenant shall pay to Landlord the cost thereof, including Landlord's standard fee for its involvement with such repairs and replacements, promptly upon being billed for same. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements or additions to the Premises or to the Project or to any equipment located in the Project as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or 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.

ARTICLE 8

ADDITIONS AND ALTERATIONS

8.1 Landlord's Consent to Alterations. Tenant may not make or suffer to be made

any improvements, alterations, additions, changes, or repairs (pursuant to Article 7 or otherwise) to the Premises or any 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 in accordance with the terms and conditions of this Article 8, and which consent shall not be unreasonably withheld by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which adversely affects the structural portions or the systems or equipment of the Building or is visible from the exterior of the Building. 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 sole discretion may deem desirable. 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. Notwithstanding the foregoing, Tenant shall be permitted, not more often than once per calendar year, to make Alterations without Landlord's prior consent, to the extent that such Alterations (i) do not, in the aggregate, exceed a cost of \$25,000 per Alteration or are comprised solely of painting the Premises and/or installation of carpeting, (ii) do not affect the Building Systems or Building Structure, (iii) do not affect the exterior appearance of the Premises or the Building, and (iv) do not require the issuance of any permits, approvals or other documents by any governmental agency (“**Cosmetic Alterations**”); provided, however, that the Tenant shall first give ten (10) business days' prior written notice to the Landlord specifying the proposed Cosmetic Alterations, the commencement and approximate completion dates thereof, and in any event any such Cosmetic Alterations by the Tenant shall be made in accordance with all Applicable Laws and in a good and first-class, workmanlike manner and in accordance with this Lease.

8.2 Manner of Construction. If Tenant so requests, Landlord may, at Landlord's option, but shall not have the obligation, to make the Alterations at Tenant's sole cost and expense. If Landlord makes the Alterations pursuant to the immediately preceding sentence, then Tenant shall retain Landlord to construct such Alterations and Landlord shall hold all applicable construction contracts. If Landlord is not making the Alterations, Tenant shall have the right to hold the applicable construction contracts. Prior to the commencement of construction of any Alterations or repairs, Tenant shall submit to Landlord, for Landlord's review and approval in its reasonable discretion, four (4) copies signed by Tenant of all plans, specifications and working drawings relating thereto. Tenant, at its sole cost and expense, shall retain an architect/space planner from a list provided by Landlord, or otherwise reasonably approved by Landlord, to prepare such plans, specifications and working drawings; provided that, Tenant shall retain the engineering consultants from a list provided by Landlord to prepare all plans and engineering working drawings, if any, relating to the structural, mechanical, electrical, plumbing, HVAC, life safety and sprinkler work of the Alterations. Tenant shall be required to include in its contracts with the architect and the engineers a provision which requires ownership of all architectural and engineering drawings to be transferred to Tenant upon the substantial completion of the Alteration and Tenant hereby grants to Landlord a non-exclusive right to use such drawings,

including, without limitation, a right to make copies thereof. Tenant shall cause each architect/space planner and engineer retained by Tenant to follow Landlord's standard construction administration procedures and to utilize the standard specifications and details for the Building, all as promulgated by Landlord from time to time and provided to Tenant in writing following Tenant's request therefor. Tenant and Tenant's architect/space planner shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the "Base Building" plans, and Tenant and Tenant's architect/space planner shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. In addition, at Landlord's option, Landlord may submit Tenant's plans, specifications and working drawings to a third-party architect and/or engineer, selected by Landlord, for their review, at Tenant's sole cost and expense; provided that Landlord shall exercise commercially reasonable efforts to provide Landlord with prior written notice of such engagement and, upon Tenant's request therefor, Landlord shall provide Tenant with copies of any material comments received. Landlord's review of plans, specifications and working drawings as set forth in this Section 8.2, 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, compliance with applicable building codes or other like matters. Accordingly, notwithstanding that any plans, specifications or working 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 plans, specifications and working drawings for the Alterations, and Tenant's waiver and indemnity set forth in Section 10.1 of this Lease, below, shall specifically apply to the plans, specifications and working drawings for the Alterations. Following Landlord's approval in its reasonable discretion of all plans, specifications and working drawings for the Alterations, a contractor to construct the Alterations shall be selected by Tenant from the list of contractors provided by Landlord. If Landlord holds the construction contract, Landlord shall provide to Tenant an itemized statement of costs, as set forth in the proposed contract with such contractor (the "**Alteration Contract**"), which costs form a basis for the amount of the Alteration Contract (the "**Alteration Contract Amount**"). Tenant shall approve and deliver to Landlord the itemized statement of costs provided to Tenant in accordance with this Section 8.2, and upon receipt of such itemized statement of costs by Landlord, Landlord shall be released by Tenant (i) to retain the contractor who submitted such itemized statement of costs, and (ii) to purchase the items set forth in such itemized statement of costs and to commence the construction relating to such items. Provided that Landlord holds the construction contract, Landlord hereby assigns to Tenant all warranties and guaranties by the contractor selected in accordance with this Section 8.2 to construct the Alterations, and Tenant hereby waives all claims against Landlord relating to, or arising out of the construction of, the Alterations. In the event Tenant requests any Alterations in the Premises which require or give rise to governmentally required changes to the "Base Building," as that term is defined below, then Landlord shall, at Tenant's expense, make such changes to the Base Building. As used in this Lease, the "**Base Building**" shall mean the Building Structure and the Building Systems. In performing the work of any Alterations for which Tenant holds the construction contract, 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. In addition, any Alteration that requires the use of Building risers, raceways, shafts and/or conduits, shall be subject to Landlord's reasonable rules, regulations, and restrictions, including the requirement that any cabling vendor must be selected from a list provided by Landlord, and that the amount and location of any such cabling must be approved by Landlord. All subcontractors, laborers, materialmen, and suppliers ("**Tenant's Agents**") used or selected by Tenant shall be from a list supplied by Landlord. 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 in which the Project is located 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 (i) a reproducible copy of the "as built" drawings of the Alterations (provided that in the event that "as built" drawings are not reasonably available, Tenant shall be permitted to provide a copy of the approved drawings for the Alterations, marked with field modifications), (ii) a computer disc containing the same (to the extent reasonably available), and (iii) all permits, approvals and other documents issued by any governmental agency in connection with the Alterations. Notwithstanding anything set forth in this Article 8 to the contrary, construction of an Alteration shall not commence until (a) the Alteration Contract has been fully executed and delivered to Landlord, (b) Tenant has procured, and delivered to Landlord a copy of, all applicable permits, and (c) Tenant has delivered to Landlord the "Alteration Amount," as that term is set forth in Section 8.3, below.

8.3 Payment for Improvements. Prior to the commencement of construction of the Alterations, Tenant shall supply Landlord with cash in an amount (the "**Alteration Amount**") equal to sum of (1) the Alteration Contract Amount, and (2) all other costs related to the construction of the Alterations, including, without limitation, the following items and costs: (i) all amounts actually paid by Landlord to any architect/space planner, engineer, consultant, contractor, subcontractor, mechanic, materialman or other person, whether retained by Landlord or Tenant, in connection with the Alterations, and all fees incurred by, and the actual cost of documents and materials supplied by, Landlord and Landlord's consultants in connection with the preparation and review of all plans, specifications and working drawings for the Alterations; (ii) all plan check, permit and license fees relating to construction of the Alterations paid by Landlord; (iii) the cost of any changes in the Base Building when such changes are required by any plans, specifications or working drawings for the Alterations (including if such changes are due to the fact that such work is prepared on an unoccupied basis), such cost to include all direct architectural and/or engineering fees and expenses incurred by Landlord in connection therewith; (iv) the cost of any changes to the plans, specifications and working drawings for the Alterations or to the Alterations themselves required by all applicable zoning and building codes and other laws and paid by Landlord; (v) sales and use taxes and Title 24 fees imposed on, assessed against or paid by Landlord; (vi) Landlord's standard supervision fee for its involvement with such Alterations, which supervision fee shall be equal to five percent (5%) of the hard costs of each such Alteration; and (vii) all other costs incurred by Landlord in connection with the construction of the Alterations. Landlord, at its option, may render bills to Tenant in advance of, or during,

construction of the Alterations so as to enable Landlord to pay all costs and expenses incurred by Landlord in connection with the Alterations (including, without limitation, costs of the contractor retained to construct the Alterations) without advancing Landlord's own funds; provided that upon Tenant's written request therefor, Landlord shall provide a copy of the contractor's proposal and/or the AIA Schedule of Values. To the extent that Landlord renders a bill to Tenant pursuant to the immediately preceding sentence, Landlord shall have no obligation to commence construction of the Alterations (or to resume construction of the Alterations, as the case may be), until such bill has been paid by Tenant. In the event that, after Tenant's approval of a cost proposal for the Alterations in accordance with Section 8.2, above, any revisions, changes or substitutions shall be made to the plans, specifications and working drawings or the Alterations, any additional costs which arise in connection with such revisions, changes or substitutions or any other additional costs shall be paid by Tenant to Landlord promptly upon Landlord's request provided Landlord gives Tenant a reasonably detailed invoice of such additional costs along with Landlord's request for payment. In the event Tenant fails to make a required payment to Landlord with respect to any Alterations, within the applicable time periods set forth in this Section 8.3, Tenant shall be deemed in default of this Lease, and in addition to all of Landlord's rights and remedies provided in this Lease, (aa) Landlord shall have the right to immediately stop the construction of any such Alterations until such time as Tenant has paid to Landlord all amounts due and owing to Landlord hereunder, and (bb) any delays in the construction of the Alterations caused by such stoppage by Landlord shall be deemed caused by Tenant.

8.4 **Construction Insurance.** In the event that any Alterations are made pursuant to this Article 8, prior to the commencement of such Alterations, Tenant shall provide Landlord with certificates of insurance evidencing compliance with the requirements of Section 10.14 of this Lease, 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 (including, without limitation, a letter of credit) 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 and any permanently affixed Alterations, improvements, equipment and/or appurtenances (including furniture, fixtures, and equipment permanently attached to the walls, ceiling or slab) shall be and become the property of Landlord; provided, however, 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 or improvements and to repair any damage to the Premises and Building caused by such removal and return the affected portion of the Premises to their condition existing prior to the installation of such Alterations or improvements or, at Landlord's election, to a building standard tenant improved condition as determined by Landlord; provided; however, that notwithstanding the foregoing, upon request by Tenant at the time of Tenant's request for Landlord's consent to any Alteration or improvement, Landlord shall notify Tenant whether the applicable Alteration or improvement will be required to be removed pursuant to the terms of

this Section 8.5. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations or improvements in the Premises and return the affected portion of the Premises to their condition existing prior to the installation of such Alterations or improvements or, if elected by Landlord, to a building standard tenant improved condition as determined by Landlord, prior to the expiration or earlier termination of this Lease, then Rent shall continue to accrue under this Lease in accordance with Article 16, below, after the end of the Lease Term until such work shall be completed, and Landlord shall have the right, but not the obligation, to perform such work and to charge the cost thereof to Tenant. Notwithstanding the foregoing, Tenant shall not be required to remove Alterations or improvements existing in the Premises as of the date hereof (including those alterations requested by Tenant and approved by Landlord pursuant to the Sublease in October 2023); provided, however, in any event Landlord may require Tenant to remove all (i) rolling files and structural supports, (ii) built-in or high-density file systems, (iii) any supplemental HVAC system installed by Tenant, (iv) any security or information technology systems and (v) Lines (including removal through the "Minimum Point of Entry") and furniture, fixtures and equipment. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien, including but not limited to, court costs and reasonable attorneys' fees, 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.

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 twenty (20) days prior to the commencement of any work on the Premises which may give rise to a lien on the Premises, Building or Project (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 five (5) 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

INDEMNITY AND INSURANCE

10.1 Tenant's Indemnity.

10.1.1 **Indemnity.** To the maximum extent permitted by law, Tenant waives any right to contribution against the "Landlord Parties," as that term is defined in Section 10.13, below, and agrees to indemnify and save harmless the Landlord Parties from and against all claims of whatever nature by a third party arising from or claimed to have arisen from (i) any act, omission or negligence of the "Tenant Parties," as that term is defined in Section 10.13, below; (ii) any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring in or about the Premises from the earlier of (A) the date on which any Tenant Party first enters the Premises for any reason or (B) the Lease Commencement Date, and thereafter throughout and until the end of the Lease Term and after the end of the Lease Term for so long as any of Tenant's Property, as defined in Section 10.4, below, remains on the Premises, or Tenant or anyone acting by, through or under Tenant may use, be in occupancy of any part of, or have access to the Premises or any portion thereof; (iii) any accident, injury or damage whatsoever occurring outside the Premises but within the Project where such accident, injury or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of any of the Tenant Parties; or (iv) any breach of this Lease by Tenant. Tenant shall pay such indemnified amounts as they are incurred by the Landlord Parties. The indemnification rights of Landlord Parties provided in this Lease are their exclusive indemnification rights with respect to this Lease. Landlord Parties waive any additional rights to indemnification they may have against Tenant Parties with respect to this Lease under common law. Notwithstanding anything contained herein to the contrary, (i) Tenant shall not be obligated to indemnify a Landlord Party for any claims to the extent that such Landlord Party's damages in fact result from a Landlord Party's gross negligence or willful misconduct and (ii) Tenant's indemnification obligations shall be subject to the provisions of Section 10.13.

10.1.2 **Breach.** In the event that Tenant breaches any of its indemnity obligations hereunder: (i) Tenant shall pay to the Landlord Parties all liabilities, loss, cost, or expense (including reasonable attorney's fees) incurred as a result of said breach, and the reasonable value of time expended by the Landlord Parties as a result of said breach; and (ii) the Landlord Parties may deduct and offset from any amounts due to Tenant under this Lease any amounts owed by Tenant pursuant to this Section.

10.1.3 **No limitation.** The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Tenant or any subtenant or other occupant of the Premises under workers' compensation acts, disability benefit acts, or other employee benefit acts. Tenant waives any immunity from or limitation on its indemnity or contribution liability to the Landlord Parties based upon such acts.

10.1.4 **Subtenants and other occupants.** Tenant shall require its subtenants and other occupants of the Premises to provide similar indemnities to the Landlord Parties in a form reasonably acceptable to Landlord.

10.1.5 **Survival.** The terms of this Section shall survive any termination or expiration of this Lease.

10.1.6 **Costs.** The foregoing indemnity and hold harmless agreement shall include indemnity for all costs, expenses and liabilities (including, without limitation, attorneys' fees and disbursements) incurred by the Landlord Parties in connection with any such claim or any action or proceeding brought thereon, and the defense thereof. In addition, in the event that any action or proceeding shall be brought against one or more Landlord Parties by reason of any such claim, Tenant, upon request from the Landlord Party, shall resist and defend such action or proceeding on behalf of the Landlord Party by counsel appointed by Tenant's insurer (if such claim is covered by insurance without reservation) or otherwise by counsel reasonably satisfactory to the Landlord Party. The Landlord Parties shall not be bound by any compromise or settlement of any such claim, action or proceeding without the prior written consent of such Landlord Parties.

10.1.7 **Landlord's Indemnity.** Subject to the limitations in Section 29.13 and in Section 10.2 and Section 10.13 of this Article, and to the extent not resulting from any act, omission, fault, negligence or misconduct of Tenant or its contractors, licensees, invitees, agents, servants or employees, Landlord waives its right to contribution and agrees to indemnify and save harmless Tenant from and against any claim by a third party arising from any injury to any person occurring in the Premises or in the Project after the date that possession of the Premises is first delivered to Tenant and until the expiration or earlier termination of the Lease Term, to the extent such injury results from the gross negligence or willful misconduct of Landlord or Landlord's employees; provided, however, that in no event shall the aforesaid indemnity render Landlord responsible or liable for any loss or damage to fixtures, personal property or other property of Tenant, and Landlord shall in no event be liable for any indirect or consequential damages. Tenant shall provide notice of any such third party claim to Landlord as soon as practicable. Landlord shall have the right, but not the duty, to defend the claim. The provisions of this section shall not be applicable to (i) the holder of any mortgage now or hereafter on the Project or Building (whether or not such holder shall be a mortgagee in possession of or shall have exercised any rights under a conditional, collateral or other assignment of leases and/or rents respecting the Project or Building), or (ii) any person acquiring title as a result of, or subsequent to, a foreclosure of any such mortgage or a deed in lieu of foreclosure, except to the extent of liability insurance maintained by either of the foregoing. The indemnification rights of Tenant provided in this Lease are its exclusive indemnification rights with respect to this Lease. Tenant waives any additional rights to indemnification it may have against Landlord Parties with respect to this Lease under common law.

10.2 **Tenant's Risk.** Tenant agrees to use and occupy the Premises, and to use such other portions of the Building and the Project as Tenant is given the right to use by this Lease at Tenant's own risk. The Landlord Parties shall not be liable to the Tenant Parties for any damage,

injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to a Tenant Party's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, repairs to any portion of the Premises or the Building or the Project, any fire, robbery, theft, mysterious disappearance, or any other crime or casualty, any cyber attack affecting the Building systems or any computer systems in the Premises or the Building, the actions of any other tenants of the Building or of any other person or persons, or any leakage in any part or portion of the Premises or the Building or the Project, or from water, rain or snow that may leak into, or flow from any part of the Premises or the Building or the Project, or from drains, pipes or plumbing fixtures in the Building or the Project. Any goods, property or personal effects stored or placed in or about the Premises shall be at the sole risk of the Tenant Party, and neither the Landlord Parties nor their insurers shall in any manner be held responsible therefor. The Landlord Parties shall not be responsible or liable to a Tenant Party, or to those claiming by, through or under a Tenant Party, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the Building or otherwise. The provisions of this Section shall be applicable until the expiration or earlier termination of the Lease Term, and during such further period as any of Tenant's Property remains in the Premises, or Tenant or anyone acting by, through or under Tenant may use, be in occupancy of any part of, or have access to the Premises or of the Building.

10.3 **Tenant's Commercial General Liability Insurance.** Tenant agrees to maintain in full force on or before the earlier of (i) the date on which any Tenant Party first enters the Premises for any reason or (ii) the Lease Commencement Date and throughout the Lease Term of this Lease, and thereafter, for so long as any of Tenant's Property remains on the Premises or Tenant or anyone

acting by, through or under Tenant may use, be in occupancy of any part of, or have access to any portion of the Premises or to the Building, a policy of commercial general liability insurance, on an occurrence basis, issued on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 10 01 or another Commercial General Liability "occurrence" form providing equivalent coverage. Such insurance shall include contractual liability coverage, specifically covering but not limited to the indemnification obligations undertaken by Tenant in this Lease. The minimum limits of liability of such insurance shall be Five Million Dollars (\$5,000,000.00) per occurrence, which may be satisfied through a combination of primary and excess/umbrella insurance. In addition, in the event Tenant hosts a function in the Premises, Tenant agrees to obtain, and cause any persons or parties providing services for such function to obtain, the appropriate insurance coverages as determined by Landlord (including liquor liability coverage, if applicable) and provide Landlord with evidence of the same.

10.4 **Tenant's Property Insurance.** Tenant shall maintain at all times during the Lease Term, and during such earlier or later time as Tenant may be performing work in or to the Premises or have property, fixtures, furniture, equipment, machinery, goods, supplies, wares or merchandise on the Premises, and continuing thereafter so long as any of Tenant's Property remains in the Premises, or Tenant, or anyone acting by, through or under Tenant may use, be in

occupancy of or have access to, any part of the Premises, business interruption insurance and insurance against loss or damage covered by the so-called “all risk” or equivalent type insurance coverage with respect to (i) Tenant’s property, fixtures, furniture, equipment, machinery, goods, supplies, wares and merchandise, and other property of Tenant located at the Premises, (ii) the “Tenant Improvements,” as that term is defined in the Tenant Work Letter, and any other additions, alterations and improvements which exist in the Premises as of the Lease Commencement Date (the “**Original Improvements**”), and all alterations, improvements and other modifications made by or on behalf of the Tenant in the Premises, and (iii) any property of third parties, including but not limited to leased or rented property, in the Premises in Tenant’s care, custody, use or control, provided that such insurance in the case of (iii) may be maintained by such third parties, (collectively “**Tenant’s Property**”). At the request of Landlord, Tenant shall provide to Landlord a detailed description of the Tenant Improvements and Alterations made by or on behalf Tenant and the cost thereof. The business interruption insurance required by this Section shall be in minimum amounts typically carried by prudent tenants engaged in similar operations, but in no event shall be in an amount less than the Base Rent then in effect during any Lease Year, plus any Additional Rent due and payable for the immediately preceding Lease Year. The “all risk” insurance required by this Section shall be in an amount at least equal to the full replacement cost of Tenant’s Property. In addition, during such time as Tenant is performing work in or to the Premises, Tenant, at Tenant’s expense, shall also maintain, or shall cause its contractor(s) to maintain, builder’s risk insurance for the full insurable value of such work. Landlord and such additional persons or entities as Landlord may reasonably request shall be named as loss payees, as their interests may appear, on the policy or policies required by this Section for all Tenant Improvements, Original Improvements and Alterations. In the event of loss or damage covered by the “all risk” insurance required by this Section, the responsibilities for repairing or restoring the loss or damage shall be determined in accordance with Article 11 of this Lease, below. To the extent that Landlord is obligated to pay for the repair or restoration of the loss or damage covered by the policy, Landlord shall be paid the proceeds of the “all risk” insurance covering the loss or damage. To the extent Tenant is obligated to pay for the repair or restoration of the loss or damage, covered by the policy, Tenant shall be paid the proceeds of the “all risk” insurance covering the loss or damage. If both Landlord and Tenant are obligated to pay for the repair or restoration of the loss or damage covered by the policy, the insurance proceeds shall be paid to each of them in the pro rata proportion of their obligations to repair or restore the loss or damage. If the loss or damage is not repaired or restored (for example, if the Lease is terminated pursuant to Section 11.2 of this Lease, below), the insurance proceeds shall be paid to Landlord and Tenant in the pro rata proportion of their relative contributions to the cost of the leasehold improvements covered by the policy.

10.5 **Tenant’s Other Insurance.** Tenant agrees to maintain in full force on or before the earlier of (i) the date on which any Tenant Party first enters the Premises for any reason or (ii) the Lease Commencement Date, and thereafter throughout the end of the Lease Term, and after the end of the Lease Term for so long after the end of the Lease Term any of Tenant’s Property remains in the Premises or as long as Tenant or anyone acting by, through or under Tenant may use, be in occupancy of, or have access to the Premises or any portion thereof (1) automobile liability insurance (covering any automobiles owned or operated by Tenant at the Project); (2) worker’s compensation insurance as required by Applicable Laws; and (3)

employer's liability insurance. Such automobile liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for each accident. Such employer's liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease-policy limit, and One Million Dollars (\$1,000,000) disease-each employee.

10.6 **Requirements For Insurance.** All insurance required to be maintained by Tenant pursuant to this Lease shall be maintained with responsible companies that are admitted to do business, and are in good standing, in the jurisdiction in which the Premises are located and that have a rating of at least "A" and are within a financial size category of not less than "Class X" in the most current Best's Key Rating Guide or such similar rating as may be reasonably selected by Landlord. All such insurance shall: (1) be acceptable in form and content to Landlord; (2) be primary and non-contributory; and (3) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance, or change in coverage without the insurer first giving Landlord thirty (30) days' prior written notice (by certified or registered mail, return receipt requested, or by fax or email) of such proposed action. No such policy shall contain any self-insured retention greater than \$100,000 for property insurance and \$25,000 for liability insurance. Any deductibles and such self-insured retentions shall be deemed to be "insurance" for purposes of the waiver in Section 10.13 of this Lease, below. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts of insurance based on such limits as are customarily carried with respect to similar properties in the area in which the Premises are located. The minimum amounts of insurance required by this Lease shall not be reduced by the payment of claims or for any other reason. In the event Tenant shall fail to obtain or maintain any insurance meeting the requirements of this Article, or to deliver such policies or certificates as required by this Article, Landlord may, at its option, on five (5) days' notice to Tenant, 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. Landlord reserves the right to use a third-party provider to manage Tenant's insurance requirements hereunder. In the event Landlord chooses to do so, Landlord's service provider will contact Tenant using Tenant's designated representative, who is Manish Das using such representative's email address for insurance matters, which is [***] . In the event Tenant's representative and/or contact information for insurance matters should change during the Term, Tenant shall promptly notify Landlord of the same.

10.7 **Additional Insureds.** The commercial general liability and auto insurance carried by Tenant pursuant to this Lease, and any additional liability insurance carried by Tenant pursuant to Section 10.3 of this Lease, above or any other provision of this Lease, shall name Landlord, Landlord's managing agent, and such other persons as Landlord may reasonably request from time to time as additional insureds (collectively "**Additional Insureds**") with respect to liability arising out of or related to this Lease or the operations of Tenant. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Landlord, Landlord's managing agent, or other Additional Insureds. Such insurance shall also waive any right of subrogation against each Additional Insured. For the avoidance of doubt, each primary policy and each excess/umbrella policy through which Tenant

satisfies its obligations under this Section must provide coverage to the Additional Insureds that is primary and non-contributory.

10.8 **Certificates of Insurance.** On or before the earlier of (i) the date on which any Tenant Party first enters the Premises for any reason or (ii) the Lease Commencement Date, Tenant shall furnish Landlord with certificates evidencing the insurance coverage required by this Lease, and renewal certificates shall be furnished to Landlord at least annually thereafter, and at least thirty (30) days prior to the expiration date of each policy for which a certificate was furnished. (Acceptable forms of such certificates for liability and property insurance, respectively, are attached hereto as **Exhibit G**, however other forms of certificates may satisfy the requirements of this Section.) Failure by the Tenant to provide the certificates or letters required by this Section shall not be deemed to be a waiver of the requirements in this Section. Upon request by Landlord, a true and complete copy of any insurance policy required by this Lease shall be delivered to Landlord within ten (10) days following Landlord's request; provided, however, that Landlord will only request a copy of any such insurance policy if it is reasonably necessary and Landlord will keep the terms of such policy confidential.

10.9 **Subtenants and Other Occupants.** Tenant shall require its subtenants and other occupants of the Premises to provide written documentation evidencing the obligation of such subtenant or other occupant to indemnify the Landlord Parties to the same extent that Tenant is required to indemnify the Landlord Parties pursuant to **Section 10.1** of this Lease, above, and to maintain insurance that meets the requirements of this Article, and otherwise to comply with the requirements of this Article, provided that the terms of this **Section 10.9** shall not relieve Tenant of any of its obligations to comply with the requirements of this Article. Tenant shall require all such subtenants and occupants to supply certificates of insurance evidencing that the insurance requirements of this Article have been met and shall forward such certificates to Landlord on or before the earlier of (i) the date on which the subtenant first enters the Premises or (ii) the commencement of the sublease. Tenant shall be responsible for identifying and remedying any deficiencies in such certificates or policy provisions.

10.10 **No Violation of Building Policies.** Tenant shall not commit or permit any violation of the policies of fire, boiler, sprinkler, water damage or other insurance covering the Project and/or the fixtures, equipment and property therein carried by Landlord, or do or permit anything to be done, or keep or permit anything to be kept, in the Premises, which in case of any of the foregoing (i) would result in termination of any such policies, (ii) would adversely affect Landlord's right of recovery under any of such policies, or (iii) would result in reputable and independent insurance companies refusing to insure the Project or the property of Landlord in amounts reasonably satisfactory to Landlord.

10.11 **Tenant to Pay Premium Increases.** If, because of anything done, caused or permitted to be done, or omitted by Tenant (or its subtenant or other occupants of the Premises), the rates for liability, fire, boiler, sprinkler, water damage or other insurance on the Project or on the property and equipment of Landlord shall be higher than they otherwise would be, Tenant shall reimburse Landlord for the additional insurance premiums thereafter paid by Landlord

which shall have been charged because of the aforesaid reasons, such reimbursement to be made from time to time within ten (10) business days of Landlord's written demand.

10.12 **Landlord's Insurance.**

10.12.1 **Required insurance.** Landlord shall maintain insurance against loss or damage with respect to the Building on an "all risk" or equivalent type insurance form, with customary exceptions, subject to such deductibles and self-insured retentions as Landlord may determine, in an amount equal to at least the replacement value of the Building. The cost of such insurance shall be treated as a part of Operating Expenses. Such insurance shall be maintained with an insurance company selected by Landlord. Payment for losses thereunder shall be made solely to Landlord.

10.12.2 **Optional insurance.** Landlord may maintain such additional insurance with respect to the Building and the Project, including, without limitation, earthquake insurance, terrorism insurance, flood insurance, liability insurance and/or rent insurance, as Landlord may in its sole discretion elect. Landlord may also maintain such other insurance as may from time to time be required by a "Mortgagee," as that term is defined in Section 18.2 of this Lease, below. The cost of all such additional insurance shall also be part of the Operating Expenses.

10.12.3 **Blanket and self-insurance.** Any or all of Landlord's insurance may be provided by blanket coverage maintained by Landlord or any affiliate of Landlord under its insurance program for its portfolio of properties, or by Landlord or any affiliate of Landlord under a program of self-insurance, and in such event Operating Expenses shall include the portion of the reasonable cost of blanket insurance or self-insurance that is allocated to the Building imputing reasonable deductibles that would apply if such insurance had been procured from a commercial insurance provider. Any deductibles and such self-insured retentions shall be deemed to be "insurance" for purposes of the waiver in Section 10.13 of this Lease, below.

10.12.4 **No obligation.** Landlord shall not be obligated to insure, and shall not assume any liability of risk of loss for, Tenant's Property, including any such property or work of tenant's subtenants or occupants. Landlord will also have no obligation to carry insurance against, nor be responsible for, any loss suffered by Tenant, subtenants or other occupants due to interruption of Tenant's or any subtenant's or occupant's business.

10.13 **Waiver of Subrogation.** To the fullest extent permitted by law, and notwithstanding any term or provision of this Lease to the contrary, the parties hereto waive and release any and all rights of recovery against the other, and agree not to seek to recover from the other or to make any claim against the other, and in the case of Landlord, against all Tenant Parties, and in the case of Tenant, against all Landlord Parties, for any loss or damage incurred by the waiving/releasing party to the extent such loss or damage is insured under any insurance policy required by this Lease or which would have been so insured had the party carried the insurance it was required to carry hereunder. Tenant shall obtain from its subtenants and other occupants of the Premises a similar waiver and release of claims against any or all of Tenant or Landlord. The insurance policies required by this Lease shall contain no provision that would

invalidate or restrict the parties' waiver and release of the rights of recovery in this Section. In addition, the parties hereto (and in the case of Tenant, its subtenants and other occupants of the Premises) shall procure an appropriate clause in, or endorsement on, any insurance policy required by this Lease pursuant to which the insurance company waives subrogation. The parties hereto covenant that no insurer shall hold any right of subrogation against the parties hereto by virtue of such insurance policy. If a party self-insures any risk required to be insured under this Lease, the waiver and release in this Section shall apply as though such party maintained the insurance it is required to carry hereunder.

The term "**Landlord Party**" or "**Landlord Parties**" shall mean Landlord, any affiliate of Landlord, Landlord's managing agents for the Building, each Mortgagee, each ground lessor, and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, licensees, agents or representatives. For the purposes of this Lease, the term "**Tenant Party**" or "**Tenant Parties**" shall mean Tenant, any affiliate of Tenant, any permitted subtenant or any other permitted occupant of the Premises, and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, licensees, agents, invitees or representatives.

10.14 **Tenant's Work**. During such times as Tenant is performing work or having work or services performed in or to the Premises, Tenant shall require its contractors, and their subcontractors of all tiers, to obtain and maintain commercial general liability, automobile, workers compensation, employer's liability, builder's risk, and equipment/property insurance in such amounts and on such terms as are customarily required of such contractors and subcontractors on similar projects. The amounts and terms of all such insurance are subject to Landlord's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. The commercial general liability and auto insurance carried by Tenant's contractors and their subcontractors of all tiers pursuant to this Section shall name the Additional Insureds as additional insureds with respect to liability arising out of or related to their work or services. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Landlord, Landlord's managing agent, or other Additional Insureds. Such insurance shall also waive any right of subrogation against each Additional Insured. Tenant shall obtain and submit to Landlord, prior to the earlier of (i) the entry onto the Premises by such contractors or subcontractors or (ii) commencement of the work or services, certificates of insurance evidencing compliance with the requirements of this Section.

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 necessary to Tenant's use of or access to the Premises shall be damaged by fire or other casualty ("**Casualty**"), Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment 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, 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, within sixty (60) days following notice to Landlord of the damage, Landlord shall, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, obtain an estimate from Landlord's contractor (the "**Casualty Estimate**") for the restoration, and upon notice (the "**Landlord Repair Notice**") to Tenant from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under item (ii) of Section 10.4 of this Lease, and Landlord shall 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; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repair of the damage. In the event that Landlord does not deliver the Landlord Repair Notice within sixty (60) days following the date the casualty becomes known to Landlord, 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. Whether or not Landlord delivers a Landlord Repair Notice, 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, if such Casualty shall have damaged the Premises or a portion thereof or Common Areas necessary to Tenant's occupancy, then Landlord shall allow Tenant a proportionate abatement of Rent during the time and to the extent and in the proportion that the Premises or such portion thereof are unfit for occupancy for the purposes permitted under this Lease, and are not occupied by Tenant as a result thereof; provided, however, if the damage or destruction is due to the negligence or willful misconduct of Tenant or any of its agents, employees, contractors, invitees or guests, then Tenant shall be responsible for any reasonable, applicable insurance deductible (which shall be payable to Landlord upon demand) and there shall be no rent abatement. In the event that Landlord shall not deliver the Landlord Repair Notice, 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 assuming Tenant used reasonable due diligence in connection therewith. Notwithstanding any contrary provision of this Article 11, the parties hereby agree as follows: (i) the closure of the Project, the Building, the Common Areas, or any part thereof to protect public health shall not constitute a Casualty for purposes of this Lease, (ii) Casualty covered by this Article 11 shall require that the physical or structural integrity of the Premises, the Project, the Building, or the Common Areas is degraded as a direct result of such occurrence, and (iii) a Casualty under this Article 11 shall not be deemed to occur

merely because Tenant is unable to productively use the Premises in the event that the physical and structural integrity of the Premises is undamaged.

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 Casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) as set forth in the Casualty Estimate, repairs cannot reasonably be completed within two hundred seventy (270) days after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building or Project or ground lessor with respect to the Building or Project shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground lease, as the case may be; (iii) the damage is not fully covered by Landlord's insurance policies or that portion of the proceeds from Landlord's insurance policies allocable to the Building or the Project, as the case may be; (iv) Landlord decides to rebuild the Building or Common Areas so that they will be substantially different structurally or architecturally; (v) the damage occurs during the last twelve (12) months of the Lease Term; or (vi) any owner of any other portion of the Project, other than Landlord, does not intend to repair the damage to such portion of the Project.

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. No payment of Rent by Tenant after a breach by Landlord shall be deemed a waiver of any breach by Landlord.

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 all reasonable 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 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. Notwithstanding any contrary provision of this Lease, the following governmental actions shall not constitute a taking or condemnation, either permanent or temporary: (i) an action that requires Tenant's

business or the Building or Project to close during the Lease Term, and (ii) an action taken for the purpose of protecting public safety (e.g., to protect against acts of war, the spread of communicable diseases, or an infestation), and no such governmental actions shall entitle Tenant to any compensation from Landlord or any authority, or Rent abatement or any other remedy under this Lease.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

14.1 **Transfers.** Tenant shall not, without the prior written consent of Landlord, assign,

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 individually as a “**Transfer**,” and, 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**”). 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 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, and shall, at Landlord’s option, constitute a default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord’s review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys’, accountants’, architects’, engineers’ and consultants’ fees) incurred by Landlord not to exceed Five Thousand and 00/100 Dollars (\$5,000.00) for a Transfer in the ordinary course of business,, within thirty (30) days after written request by Landlord.

14.2 **Landlord's Consent.** Landlord shall not unreasonably withhold, condition or delay its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. Landlord shall respond to the Transfer Notice within thirty (30) days following Landlord's receipt of all documents and information required to be delivered pursuant to Section 14.1, above. 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, or would be a materially less reputable occupant of the Building than Tenant;

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;

14.2.4 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;

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,

(i) occupies space in the Project at the time of the request for consent, or (ii) is negotiating or has negotiated with Landlord to lease space in the Project, or (iii) Landlord is currently meeting with (or has previously met with) the proposed Transferee to tour space in the Project;

14.2.7 In Landlord's reasonable judgment, the use of the Premises by the proposed Transferee would not be comparable to the types of uses by other tenants in the Project, would entail any alterations which would lessen the value of the tenant improvements in the Premises, would result in more than a reasonable density of occupants per square foot of the Premises, would increase the burden on elevators or other Building systems or equipment over the burden thereon prior to the proposed Transfer, or would require a material increase of services by Landlord; or

14.2.8 Any part of the rent payable under the proposed Transfer shall be based in whole or in part on the income or profits derived from the Subject Space or if any proposed Transfer shall potentially have any adverse effect on the real estate investment trust qualification requirements applicable to Landlord and its affiliates.

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, conditioned 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 declaratory judgment and an injunction for the relief sought, and Tenant hereby waives the provisions of Section 1995.310 of the California Civil Code, or any successor statute, and 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. Tenant shall indemnify, defend and hold harmless Landlord from any and all liability, losses, claims, damages, costs, expenses, causes of action and proceedings involving any third party or parties (including without limitation Tenant's proposed subtenant or assignee) who claim they were damaged by Landlord's wrongful withholding or conditioning of Landlord's consent.

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. "**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 tenant improvement allowances or free base rent reasonably provided to the Transferee in connection with the Transfer (provided that such free rent shall be deducted only to the extent the same is included in the calculation of total consideration payable by such Transferee), (iii) any brokerage commissions in connection with the Transfer, (iv) legal fees reasonably incurred in connection with the Transfer and (v) fees paid to Landlord in connection with Landlord's review of the proposed Transfer (collectively, "**Tenant's Subleasing Costs**"). "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 (provided that, for the avoidance of doubt, only the amount, if any, in excess of fair market value shall be included in the Transfer Premium. Landlord shall make a determination of the amount of Landlord's applicable share of the

Transfer Premium on a monthly basis as rent or other consideration is paid by Transferee to Tenant under the Transfer. For purposes of calculating the Transfer Premium on a monthly basis, Tenant's Subleasing Costs shall be deemed to be expended by Tenant in equal monthly amounts over the entire term of the Transfer.

14.4 **Landlord's Option as to Subject Space.** Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice in connection with an assignment or sublease of the entire Premises for substantially all of the remaining Term, to (i) recapture the Premises, or (ii) take an assignment or sublease of the Premises from Tenant. Such recapture or sublease or assignment notice, shall cancel and terminate this Lease, or create a sublease or assignment, as the case may be, as of the date stated in the Transfer Notice as the effective date of the proposed Transfer. If Landlord declines, or fails to elect in a timely manner, to recapture, sublease or take an assignment of the Premises under this Section 14.4, then, provided Landlord has consented to the proposed Transfer, Tenant shall be entitled to proceed to transfer the Premises to the proposed Transferee, subject to provisions of this Article 14.

14.5 **Effect of Transfer.** If Landlord consents to a Transfer, then (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 and content reasonably acceptable to Landlord, including, without limitation, at Landlord's option, a "Transfer Agreement," as that term is defined in this Section 14.5, below; (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, and, in the event of a Transfer of Tenant's entire interest in this Lease, the liability of Tenant and such Transferee shall be joint and several. 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 three percent (3%), Tenant shall pay Landlord's costs of such audit. Notwithstanding anything to the contrary contained in this Article 14, Landlord, at its option in its sole and absolute discretion, may require, as a condition to the validity of any Transfer, that both Tenant and such Transferee enter into a separate written agreement directly with Landlord (a "**Transfer Agreement**"), which Transfer Agreement, among other things, shall create privity of contract between Landlord and such Transferee with respect to the provisions of this Article 14, and shall contain such terms and provisions as Landlord may reasonably require, including, without limitation, the following: (A) such Transferee's agreement to be bound by all the obligations of Tenant under this Lease (including, but not limited to, Tenant's obligation to pay

Rent), provided that, in the event of a Transfer of less than the entire Premises, the obligations to which such Transferee shall agree to be so bound shall be prorated on a basis of the number of rentable square feet of the Subject Space in proportion to the number of square feet in the Premises; (B) such Transferee's acknowledgment of, and agreement that such Transfer shall be subordinate and subject to, Landlord's rights under Section 19.3 of this Lease; and (C) Tenant's and such Transferee's recognition of and agreement to be bound by all the terms and provisions of this Article 14, including, but not limited to, any such terms and provisions which Landlord, at its option, requires to be expressly set forth in such Transfer Agreement. Upon the occurrence of any default by Transferee under such Transfer, Landlord shall have the right, at its option, but not the obligation, on behalf of Tenant, to pursue any or all of the remedies available to Tenant under such Transfer or at law or in equity (all of which remedies shall be distinct, separate and cumulative).

14.6 Occurrence of Default. Any Transfer hereunder, whether or not such Transferee shall have executed a Transfer Agreement, shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any Transfer, then Landlord shall have all of the rights set forth in Section 19.3 of this Lease with respect to such Transfer. In addition, if Tenant shall be in default under this Lease, then 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 a Transfer directly to Landlord (which payments 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.

14.7 Additional Transfers. For purposes of this Lease, the term "Transfer" shall also include: (i) if Tenant is a partnership or a limited liability company, the withdrawal or change, voluntary, involuntary or by operation of law, of fifty percent (50%) or more of the partners, officers or members, as applicable, or transfer of fifty percent (50%) or more of partnership, ownership or membership interests (as applicable), within a twelve (12)-month period, or the dissolution of the partnership or limited liability company without immediate reconstitution thereof, (ii) if Tenant is a closely held corporation (*i.e.*, whose stock is not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of Tenant or (B) the sale or other transfer of an aggregate of fifty percent (50%) or more of the voting shares of Tenant (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (C) the sale, mortgage, hypothecation or pledge of an aggregate of fifty percent (50%) or more of the value of the unencumbered assets of Tenant within a twelve (12)-month period, and (iii) the establishment by

the Tenant or a permitted successor or assign of one or more series of (1) members, managers, limited liability company interests or assets, which may have separate rights, powers or duties with respect to specified property or obligations of the Tenant (or such successor or assignee) or profits or losses associated with specified property or obligations of the Tenant (or such successor or assignee), pursuant to

§18-215 of the Delaware Limited Liability Company Act, as amended, or similar laws of other states or otherwise, or (2) limited partners, general partners, partnership interests or assets, which may have separate rights, powers or duties with respect to specified property or obligations of the Tenant (or such successor or assignee) or profits or losses associated with specified property or obligations of the Tenant (or such successor or assignee) pursuant to §17-218 of the Delaware Revised Uniform Limited Partnership Act, as amended, or similar laws of other states or otherwise.

14.8 Non-Transfers

14.8.1 **Tenant Non-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 under Article 14 of this Lease (any such assignee or sublessee described in items (A) through (D) of this Section 14.8 hereinafter referred to as a "**Permitted Non-Transferee**"), provided that (i) Tenant notifies Landlord at least ten (10) business days prior to the effective date of any such assignment or sublease (provided that if the transaction is subject to confidentiality requirements, Tenant's advance notification shall be subject to Landlord's execution of a non-disclosure agreement reasonably acceptable to Landlord and Tenant) and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such transfer or transferee as set forth above, (ii) Tenant is not in default, beyond any 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 Non-Transferee shall be of a character and reputation consistent with the quality of the Building, (iv) such Permitted Non-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, and (v) no assignment relating to this Lease, whether with or without Landlord's consent, shall relieve Tenant from any liability under this Lease, and, in the event of an assignment of Tenant's entire interest in this Lease, the liability of Tenant and such transferee shall be joint and several. An assignee of Tenant's entire interest in this Lease who qualifies as a Permitted Non-Transferee may also be referred to herein as a "**Non-Transferee Assignee.**" "**Control,**" as used in this Section 14.8, shall mean the ownership, directly or indirectly, of at

least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of at least fifty-one percent (51%) of the voting interest in, any person or entity.

14.8.2 **FGH Non-Transfers.** Notwithstanding anything to the contrary contained in Section 14.7(ii), (A) a transfer to an entity which acquires all or substantially all of the stock of Forge Global Holdings, Inc., a Delaware corporation (“FGH”) or (B) the merger or consolidation of FGH during the Lease Term, shall not be deemed a Transfer under Article 14 of this Lease, provided that (i) Tenant notifies Landlord at least ten (10) business days prior to the effective date of any such transfer (provided that if the transaction is subject to confidentiality requirements, Tenant’s advance notification shall be subject to Landlord’s execution of a non-disclosure agreement reasonably acceptable to Landlord and Tenant) and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such transfer or transferee as set forth above, (ii) Tenant is not in default, beyond any applicable notice and cure period, and such assignment or sublease is not a subterfuge by Tenant to avoid its obligations under this Lease and (iii) immediately following such transfer, Tenant shall have a 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 transfer.

14.9 **Occupancy by Others.** Notwithstanding any contrary provision of this Article 14, the Original Tenant (as hereinafter defined) shall have the right, without the receipt of Landlord’s consent, but on not less than thirty (30) business days’ prior written notice to Landlord, to permit

(a) the occupancy of all or any portion of the Premises by affiliates of Tenant or such Permitted Assignee (an entity which is controlled by, controls, or is under common control with, Tenant as of the date of this Lease or such Permitted Assignee as of the date of the Transfer), and (b) the occupancy of up to twenty percent (20%) of the Premises, in the aggregate, to any individual(s) or entities, which occupancy shall include the use of a corresponding interior support area and other portions of the Premises which shall be common to Tenant and the permitted occupants, on and subject to the following conditions: (i) each individual or entity shall be of a character and reputation consistent with the quality of the Building and the Project; (ii) no individual or entity shall occupy a separately demised portion of the Premises or which contains an entrance to such portion of the Premises other than the primary entrance to the Premises; and (iii) such occupancy shall not be a subterfuge by Tenant to avoid its obligations under this Lease or the restrictions on Transfers pursuant to this Article 14. Tenant shall promptly supply Landlord with any documents or information reasonably requested by Landlord regarding any such individuals or entities. Notwithstanding the foregoing, no such occupancy shall relieve Tenant from any liability under this Lease.

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 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, casualty (which shall be governed by Article 11 of this Lease), condemnation (which shall be governed by Article 13 of this Lease), 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, 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 after the expiration of the Lease Term or earlier termination thereof, with the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Rent shall be payable at a monthly rate equal to (i) one hundred fifty percent (150%) of the Rent applicable during the last rental period of the Lease Term under this Lease during the first month of such holdover and (ii) two hundred percent (200%) of the Rent applicable during the last rental period of the Lease Term under this Lease thereafter. Such month-to-month 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. 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 upon the termination or expiration of this Lease, 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.

ARTICLE 17

ESTOPPEL CERTIFICATES

Within fifteen (15) days following a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord 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), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Any such certificate may be relied upon by any prospective mortgagee or purchaser of all or any portion of the Project. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. So long as tenant is a publicly traded company with publicly available financial statements, the following provisions shall not apply. If at any time during the Lease Term, Tenant's financial statements shall cease to be publicly available, Landlord may require Tenant, at any time during the Lease Term, to provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year; provided, however, if any or all of such financial statements are unavailable because Tenant's financial results for such applicable year are reported on a consolidated financial statement of its parent corporation, then, in lieu of providing such financial statements of Tenant, Tenant shall be permitted to provide the financial statements(s) of its parent corporation for so long as such financial statement(s) provide a reliable indicator of the short-and-long-term financial health and stability of Tenant. 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. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement reasonably acceptable to both Landlord and Tenant covering any financial statements disclosed by Tenant pursuant to this Article 17. Failure of Tenant to timely execute, acknowledge and deliver such estoppel certificate or other instruments shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception.

ARTICLE 18

MORTGAGE OR GROUND LEASE

18.1 **Subordination**. This Lease shall be subject and subordinate to all present and

future ground or underlying leases of the Building or Project and to the lien of any mortgage, trust deed or other encumbrances now or 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. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within fifteen (15) 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.

18.2 **Notice to Lienholder or Ground Lessor.** Notwithstanding anything to the contrary contained in Article 28, below, or elsewhere in this Lease, upon receipt by Tenant of notice from any holder of a mortgage, trust deed or other encumbrance in force against the Building or the Project or any part thereof which includes the Premises or any lessor under a ground lease or underlying lease of the Building or the Project (collectively, a "**Mortgagee**"), or from Landlord, which notice sets forth the address of such lienholder or ground lessor, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such lienholder or ground lessor at the appropriate address therefor (as specified in the above-described notice or at such other places as may be designated from time to time in a notice to Tenant in accordance with Article 28, below), and the curing of any of Landlord's defaults by such lienholder or ground lessor within a reasonable period of time after such notice from Tenant (including a reasonable period of time to obtain possession of the Building or the Project, as the case may be, if such lienholder or ground lessor elects to do so) shall be treated as performance by Landlord. For the purposes of this Article 18, the term "mortgage" shall include a mortgage on a leasehold interest of Landlord (but not a mortgage on Tenant's leasehold interest hereunder).

18.3 **Assignment of Rents.** With reference to any assignment by Landlord of Landlord's interest in this Lease, or the Rent payable to Landlord hereunder, conditional in nature or otherwise, which assignment is made to any holder of a mortgage, trust deed or other encumbrance in force against the Building or the Project or any part thereof which includes the Premises or to any lessor under a ground lease or underlying lease of the Building or the Project, Tenant agrees as follows:

18.3.1 The execution of any such assignment by Landlord, and the acceptance thereof by such lienholder or ground lessor, shall never be treated as an assumption by such lienholder or ground lessor of any of the obligations of Landlord under this Lease, unless such lienholder or ground lessor shall, by notice to Tenant, specifically otherwise elect.

18.3.2 Notwithstanding delivery to Tenant of the notice required by Section 18.3.1, above, such lienholder or ground lessor, respectively, shall be treated as having assumed Landlord's obligations under this Lease only upon such lienholder's foreclosure of any such mortgage, trust deed or other encumbrance, or acceptance of a deed in lieu thereof, and taking of possession of the Building or the Project or applicable portion thereof, or such ground lessor's termination of any such ground lease or underlying leases and assumption of Landlord's position hereunder, as the case may be. In no event shall such lienholder, ground lessor or any other successor to Landlord's interest in this Lease, as the case may be, be liable for any security deposit paid by Tenant to Landlord, unless and until such lienholder, ground lessor or other such successor, respectively, actually has been credited with or has received for its own account as landlord the amount of such security deposit or any portion thereof (in which event the liability of such lienholder, ground lessor or other such successor, as the case may be, shall be limited to the amount actually credited or received).

18.3.3 In no event shall the acquisition of title to the Building and the land upon which the Building is located or the Project or any part thereof which includes the Premises by a purchaser which, simultaneously therewith, leases back to the seller thereof the entire Building or the land upon which the Building is located or the Project or the entirety of that part thereof acquired by such purchaser, as the case may be, be treated as an assumption, by operation of law or otherwise, of Landlord's obligations under this Lease, but Tenant shall look solely to such seller-lessee, or to the successors to or assigns of such seller-lessee's estate, for performance of Landlord's obligations under this Lease. In any such event, this Lease shall be subject and subordinate to the lease to such seller-lessee, and Tenant covenants and agrees in the event the lease to such seller-lessee is terminated to attorn, without any deductions or set-offs whatsoever, to such purchaser-lessor, if so requested to do so by such purchaser-lessor, and to recognize such purchaser-lessor as the lessor under this Lease, provided such purchaser-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. For all purposes, such seller-lessee, or the successors to or assigns of such seller-lessee's estate, shall be the lessor under this Lease unless and until such seller-lessee's position shall have been assumed by such purchaser-lessor.

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:

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, which failure is not cured within five (5) days after written notice from Landlord that said amount was not paid when due, provided that if Tenant has previously received two (2) or more notices from Landlord during the immediately preceding twenty-four (24) month period stating that Tenant failed to pay any amount required to be paid by Tenant under this Lease when due, then Landlord shall not be required to deliver any notice to Tenant and a default shall immediately occur upon any failure by Tenant to pay any Rent or any other charge required to be paid under the Lease 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 Abandonment of all or a substantial portion of the Premises by Tenant; or

19.1.4 (I) A failure by Tenant to observe or perform any provision, covenant or condition of this Lease, which failure, because of the character of such provision, covenant or condition, would immediately jeopardize Landlord's interests, (II) a failure by Tenant to observe or perform according to the provisions of Article 5, Article 10, Article 14, Article 17 or Article 18 of this Lease, (III) any breach by Tenant of the representations and warranties set forth in Section 29.34 of this Lease, or (IV) any breach of the Tenant Work Letter, where, in each instance, such failure continues for more than two (2) days after notice from Landlord.

Any notices to be provided by Landlord under this Section 19.1 shall be in lieu of, and not in addition to, any notice required under Section 1161 et seq. of the Code of Civil Procedure, and may be served on Tenant in the manner allowed for service of notices under this Lease.

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), the option to pursue any one or more of the following remedies (including, without limitation, during any eviction moratorium, to the extent allowed by Applicable Law), each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

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 any 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 19.2.1(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 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.** If Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Article 19, then Landlord shall have the right, at Landlord's option in its sole discretion, (i) to terminate any and all assignments, subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises, in which event Landlord shall have the right to repossess such affected portions of the Premises by any lawful means, or (ii) to succeed to Tenant's interest in any or all such assignments, subleases, licenses, concessions or arrangements, in which event Landlord may require any assignees, sublessees, licensees or other parties thereunder to attorn to and recognize Landlord as its assignor, sublessor, licensor, concessionaire or transferor thereunder. In the event of Landlord's election to succeed to Tenant's interest in any such assignments, 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. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

19.5 **Landlord Default.** Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder following the Lease Commencement Date and such failure continues for thirty (30) days after Tenant delivers to Landlord written notice specifying such failure; however, if such failure cannot reasonably be cured within such 30-day period, but Landlord commences to cure such failure within such 30-day period and thereafter diligently pursues the curing thereof to completion, then Landlord shall not be in default hereunder or liable for damages therefor. Except where the provisions of this Lease grant Tenant an express, exclusive remedy, or expressly deny Tenant a remedy, Tenant's exclusive remedy for Landlord's failure to perform its obligations under this Lease shall be limited to damages, injunctive relief, or specific performance; in each case, Landlord's liability or obligations with respect to any such remedy shall be limited as provided in Section 29.13.

ARTICLE 20

COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, 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

LETTER OF CREDIT

21.1 **Delivery of Letter of Credit.** Tenant shall deliver to Landlord within thirty (30) days of Tenant's execution of this Lease, as protection for the full and faithful performance by Tenant of all of its obligations under this Lease and for all losses and damages Landlord may suffer (or which Landlord reasonably estimates that it may suffer) as a result of any breach or default by Tenant under this Lease, an unconditional, clean, irrevocable negotiable standby letter of credit (the "L/C") in the amount set forth in Section 10 of the Summary (the "**L/C Amount**"), in the form attached hereto as **Exhibit H**, payable in the City of San Francisco, California, running in favor of Landlord, drawn on a bank (the "**Bank**") reasonably approved by Landlord and at a minimum having a long term issuer credit rating from Standard and Poor's Professional Rating Service of A or a comparable rating from Moody's Professional Rating Service (the "**Credit Rating Threshold**"), and otherwise conforming in all respects to the requirements of this Article 21, including, without limitation, all of the requirements of Section 21.2 below, all as set forth more particularly herein below. Tenant shall pay all expenses, points and/or fees incurred by Tenant in obtaining and maintaining the L/C. In the event of an assignment by Tenant of its interest in the Lease (and irrespective of whether Landlord's consent is required for such assignment), the acceptance of any replacement or substitute letter of credit by Landlord from the assignee shall be subject to Landlord's prior written approval, in Landlord's reasonable discretion, and the reasonable attorney's fees incurred by Landlord in connection with such determination shall be payable by Tenant to Landlord within ten (10) days of billing. Tenant shall have no right to voluntarily replace the L/C without Landlord's prior written approval, in Landlord's sole and absolute discretion. Tenant shall be responsible for the payment of any and all costs incurred by Landlord relating to the review of any replacement L/C (including, without limitation, Landlord's reasonable attorneys' fees), which replacement is required pursuant to this Section or is otherwise requested by Tenant, and such attorneys' fees shall be payable by Tenant to Landlord within ten (10) business days of billing. If Landlord approves any replacement or substitute letter of credit, Landlord shall return the L/C then held by Landlord within one hundred (100) days following Landlord receipt of the replacement or substitute L/C tendered by Tenant.

21.2 **In General.** The L/C shall be "callable" at sight, permit partial draws and multiple presentations and drawings, and be otherwise subject to the Uniform Customs and Practices for Documentary Credits (1993-Rev), International Chamber of Commerce Publication #500, or the International Standby Practices-ISP 98, International Chamber of Commerce Publication #590. Tenant further covenants and warrants as follows:

21.2.1 **Landlord Right to Transfer.** The L/C shall provide that Landlord, its successors and assigns, may, at any time and without notice to Tenant and without first obtaining Tenant's consent thereto, transfer (one or more times) all or any portion of its interest in and to the L/C to another party, person or entity, regardless of whether or not such transfer is separate from or as a part of the assignment by Landlord of its rights and interests in and to this Lease. In the event of a transfer of Landlord's interest in the Building, Landlord shall

transfer the L/C, in whole or in part, to the transferee and thereupon Landlord shall, without any further agreement between the parties, be released by Tenant from all liability therefor, and it is agreed that the provisions hereof shall apply to every transfer or assignment of the whole or any portion of said L/C to a new landlord. In connection with any such transfer of the L/C by Landlord, Tenant shall, at Tenant's sole cost and expense, execute and submit to the Bank such applications, documents and instruments as may be necessary to effectuate such transfer, and Tenant shall be responsible for paying the Bank's transfer and processing fees in connection therewith.

21.2.2 **No Assignment by Tenant.** Tenant shall neither assign nor encumber the L/C or any part thereof. Neither Landlord nor its successors or assigns will be bound by any assignment, encumbrance, attempted assignment or attempted encumbrance by Tenant in violation of this Section.

21.2.3 **Replenishment.** If, as a result of any drawing by Landlord on the L/C pursuant to its rights set forth in Section 21.3 below, the amount of the L/C shall be less than the L/C Amount, Tenant shall, within five (5) days thereafter, provide Landlord with (i) an amendment to the L/C restoring such L/C to the L/C Amount or (ii) additional L/Cs in an amount equal to the deficiency, which additional L/Cs shall comply with all of the provisions of this Article 21, and if Tenant fails to comply with the foregoing, notwithstanding anything to the contrary contained in Section 19.1 above, the same shall constitute an incurable default by Tenant under this Lease (without the need for any additional notice and/or cure period).

21.2.4 **Renewal; Replacement.** If the L/C expires earlier than the date (the "LC Expiration Date") that is one hundred (100) days after the expiration of the Lease Term, Tenant shall deliver a new L/C or certificate of renewal or extension to Landlord at least sixty (60) days prior to the expiration of the L/C then held by Landlord, without any action whatsoever on the part of Landlord, which new L/C shall be irrevocable and automatically renewable through the LC Expiration Date upon the same terms as the expiring L/C or such other terms as may be acceptable to Landlord in its sole discretion. In furtherance of the foregoing, Landlord and Tenant agree that the L/C shall contain a so-called "evergreen provision," whereby the L/C will automatically be renewed unless at least sixty (60) days' prior written notice of non-renewal is provided by the issuer to Landlord; provided, however, that the final expiration date identified in the L/C, beyond which the L/C shall not automatically renew, shall not be earlier than the LC Expiration Date.

21.2.5 **Bank's Financial Condition.** If, at any time during the Lease Term, the Bank's long term credit rating is reduced below the Credit Rating Threshold, or if the financial condition of the Bank changes in any other materially adverse way (either, a "Bank Credit Threat"), then Landlord shall have the right to require that Tenant obtain from a different issuer a substitute L/C that complies in all respects with the requirements of this Article 21, and Tenant's failure to obtain such substitute L/C within ten (10) business days following Landlord's written demand therefor (with no other notice or cure or grace period being applicable thereto, notwithstanding anything in this Lease to the contrary) shall entitle Landlord, or Landlord's then managing agent, to immediately draw upon the then existing L/C in whole or in part, without

notice to Tenant, as more specifically described in Section 21.3 below. Tenant shall be responsible for the payment of any and all costs incurred with the review of any replacement L/C (including without limitation Landlord's reasonable attorneys' fees), which replacement is required pursuant to this Section or is otherwise requested by Tenant.

21.3 Application of Letter of Credit. Tenant hereby acknowledges and agrees that Landlord is entering into this Lease in material reliance upon the ability of Landlord to draw upon the L/C as protection for the full and faithful performance by Tenant of all of its obligations under this Lease and for all losses and damages Landlord may suffer (or which Landlord reasonably estimates that it may suffer) as a result of any breach or default by Tenant under this Lease. Landlord, or its then managing agent, shall have the right to draw down an amount up to the face amount of the L/C if any of the following shall have occurred or be applicable: (A) such amount is due to Landlord under the terms and conditions of this Lease, or (B) Tenant has filed a voluntary petition under the U. S. Bankruptcy Code or any state bankruptcy code (collectively, "**Bankruptcy Code**"), or (C) an involuntary petition has been filed against Tenant under the Bankruptcy Code, or (D) the Bank has notified Landlord that the L/C will not be renewed or extended through the LC Expiration Date, or (E) a Bank Credit Threat or Receivership (as such term is defined in Section 21.6.1 below) has occurred and Tenant has failed to comply with the requirements of either Section 21.2.5 above or 21.6 below, as applicable. If Tenant shall breach any provision of this Lease or otherwise be in default hereunder or if any of the foregoing events identified in Sections 21.3(B) through (E) shall have occurred, Landlord may, but without obligation to do so, and without notice to Tenant, draw upon the L/C, in part or in whole, and the proceeds may be applied by Landlord (i) to cure any breach or default of Tenant and/or to compensate Landlord for any and all damages of any kind or nature sustained or which Landlord reasonably estimates that it will sustain resulting from Tenant's breach or default, (ii) against any Rent payable by Tenant under this Lease that is not paid when due and/or (iii) to pay for all losses and damages that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach or default by Tenant under this Lease. The use, application or retention of the L/C, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by any applicable law, it being intended that Landlord shall not first be required to proceed against the L/C, and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. Tenant agrees not to interfere in any way with payment to Landlord of the proceeds of the L/C, either prior to or following a "draw" by Landlord of any portion of the L/C, regardless of whether any dispute exists between Tenant and Landlord as to Landlord's right to draw upon the L/C. No condition or term of this Lease shall be deemed to render the L/C conditional to justify the issuer of the L/C in failing to honor a drawing upon such L/C in a timely manner. Tenant agrees and acknowledges that (i) the L/C constitutes a separate and independent contract between Landlord and the Bank, (ii) Tenant is not a third party beneficiary of such contract, (iii) Tenant has no property interest whatsoever in the L/C or the proceeds thereof, and (iv) in the event Tenant becomes a debtor under any chapter of the Bankruptcy Code, neither Tenant, any trustee, nor Tenant's bankruptcy estate shall have any right to restrict or limit Landlord's claim and/or rights to the L/C and/or the proceeds thereof by application of Section 502(b)(6) of the U. S. Bankruptcy Code or otherwise.

21.4 **Letter of Credit not a Security Deposit.** Landlord and Tenant acknowledge and agree that in no event or circumstance shall the L/C or any renewal thereof or any proceeds thereof be (i) deemed to be or treated as a “security deposit” within the meaning of California Civil Code Section 1950.7, (ii) subject to the terms of such Section 1950.7, or (iii) intended to serve as a “security deposit” within the meaning of such Section 1950.7. The parties hereto (A) recite that the L/C is not intended to serve as a security deposit and such Section 1950.7 and any and all other laws, rules and regulations applicable to security deposits in the commercial context (“**Security Deposit Laws**”) shall have no applicability or relevancy thereto and (B) waive any and all rights, duties and obligations either party may now or, in the future, will have relating to or arising from the Security Deposit Laws.

21.5 **Proceeds of Draw.** In the event Landlord draws down on the L/C pursuant to Section 21.3(D) or (E) above, the proceeds of the L/C may be held by Landlord and applied by Landlord against any Rent payable by Tenant under this Lease that is not paid when due and/or to pay for all losses and damages that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach or default by Tenant under this Lease. Any unused proceeds shall constitute the property of Landlord and need not be segregated from Landlord’s other assets. Tenant hereby (i) agrees that (A) Tenant has no property interest whatsoever in the proceeds from any such draw, and (B) such proceeds shall not be deemed to be or treated as a “security deposit” under the Security Deposit Law, and (ii) waives all rights, duties and obligations either party may now or, in the future, will have relating to or arising from the Security Deposit Laws. Landlord agrees that the amount of any proceeds of the L/C received by Landlord, and not (a) applied against any Rent payable by Tenant under this Lease that was not paid when due or (b) used to pay for any losses and/or damages suffered by Landlord (or reasonably estimated by Landlord that it will suffer) as a result of any breach or default by Tenant under this Lease (the “**Unused L/C Proceeds**”), shall be paid by Landlord to Tenant (x) upon receipt by Landlord of a replacement L/C in the full L/C Amount, which replacement L/C shall comply in all respects with the requirements of this Article 21, or (y) within thirty (30) days after the LC Expiration Date; provided, however, that if prior to the LC Expiration Date a voluntary petition is filed by Tenant, or an involuntary petition is filed against Tenant by any of Tenant’s creditors, under the Bankruptcy Code, then Landlord shall not be obligated to make such payment in the amount of the Unused L/C Proceeds until either all preference issues relating to payments under this Lease have been resolved in such bankruptcy or reorganization case or such bankruptcy or reorganization case has been dismissed.

21.6 **Bank Placed Into Receivership.**

21.6.1 **Bank Placed Into Receivership.** In the event the Bank is placed into receivership or conservatorship (any such event, a “**Receivership**”) by the Federal Deposit Insurance Corporation or any successor or similar entity (the “**FDIC**”), then, effective as of the date such Receivership occurs, the L-C shall be deemed to not meet the requirements of this Article 21, and, within ten (10) business days following Landlord’s notice to Tenant of such Receivership (the “**LC Replacement Notice**”), Tenant shall (i) replace the L-C with a substitute L-C from a different issuer reasonably acceptable to Landlord and that complies in all respects with the requirements of this Article 21 or (ii), in the event Tenant demonstrates to Landlord that

Tenant is reasonably unable to obtain a substitute L-C from a different issuer reasonably acceptable to Landlord and that complies in all respects with the requirements of this Article 21 within the foregoing ten (10) business day period, deposit with Landlord cash in the L-C Amount (the “**Interim Cash Deposit**”); provided, however, that, in the case of the foregoing sub-clause (ii), Tenant shall, within sixty (60) days after the LC Replacement Notice, replace the L-C with a substitute L-C from a different issuer reasonably acceptable to Landlord and that complies in all respects with the requirements of this Article 21, and upon Landlord’s receipt and acceptance of such replacement L-C, Landlord shall return to Tenant the Interim Cash Deposit, with no obligation on the part of Landlord to pay any interest thereon. If Tenant fails to comply in any respect with the requirements of this Section 21.6.1, then, notwithstanding anything in this Lease to the contrary, Landlord shall have the right to (a) declare Tenant in default of this Lease for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid ten (10) business day and sixty (60) day periods, (b) if applicable, retain such Interim Cash Deposit until such time as such default is cured by Tenant, which retention shall not constitute a waiver of any right or remedy available to Landlord under the terms of this Lease or at law, and (c) pursue any and all remedies available to it under this Lease and at law, including, without limitation, if Tenant has failed to provide the Interim Cash Deposit, treating any Receivership as a Bank Credit Threat and exercising Landlord’s remedies under Section 21.2.5 above, to the extent possible pursuant to then existing FDIC policy. Tenant shall be responsible for the payment of any and all costs incurred with the review of any replacement L-C (including without limitation Landlord’s reasonable attorneys’ fees), which replacement is required pursuant to this Section or is otherwise requested by Tenant.

21.6.2 **Interim Cash Deposit.** During any period that Landlord remains in possession of the Interim Cash Deposit (any such period, a “**Deposit Period**”), it is understood by the parties that such Interim Cash Deposit shall be held by Landlord as security for the full and faithful performance of Tenant’s covenants and obligations under this Lease. The Interim Cash Deposit shall not constitute an advance of any Rent, an advance payment of any other kind, nor a measure of Landlord’s damages in case of Tenant’s default. If, during any such Deposit Period, 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, then Landlord may but shall not be required to, from time to time, without notice to Tenant and without waiving any other remedy available to Landlord, use the Interim Cash Deposit, or any portion of it, to the extent necessary to cure or remedy such default or failure or to compensate Landlord for all damages sustained by Landlord or which Landlord reasonably estimates that it will sustain resulting from Tenant’s default or failure to comply fully and timely with its obligations pursuant to this Lease. Tenant shall immediately pay to Landlord on demand any amount so applied in order to restore the Interim Cash Deposit to its original amount, and Tenant’s failure to immediately do so shall constitute a default under the Lease. In the event Landlord is in possession of the Interim Cash Deposit at the expiration or earlier termination of the Lease, and Tenant is in compliance with the covenants and obligations set forth in this Lease at the time of such expiration or termination, then Landlord shall return to Tenant the Interim Cash Deposit, less any amounts deducted by Landlord to reimburse Landlord for any sums to which Landlord is entitled under the terms of this Lease, within sixty (60) days following both such expiration or termination and Tenant’s vacation and surrender of the Premises. Landlord’s

obligations with respect to the Interim Cash Deposit are those of a debtor and not a trustee. Landlord shall not be required to maintain the Interim Cash Deposit separate and apart from Landlord's general or other funds, and Landlord may commingle the Interim Cash Deposit with any of Landlord's general or other funds. Tenant shall not at any time be entitled to interest on the Interim Cash Deposit. In the event of a transfer of Landlord's interest in the Building, Landlord shall transfer the Interim Cash Deposit, in whole or in part, to the transferee and thereupon Landlord shall, without any further agreement between the parties, be released by Tenant from all liability therefor, and it is agreed that the provisions hereof shall apply to every transfer or assignment of the whole or any portion of said Interim Cash Deposit to a new landlord. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any successor statute.

ARTICLE 22

INTENTIONALLY OMITTED

ARTICLE 23

SIGNS

23.1 **Full Floors.** Subject to Landlord's prior written approval, in its sole discretion, and provided all signs are in keeping with the quality, design and style of the Building and Project, Tenant, if the Premises comprise an entire floor of the Building, at its sole cost and expense, may install identification signage anywhere in the Premises including in the elevator lobby of the Premises, provided that such signs must not be visible from the exterior of the Building.

23.2 **Multi-Tenant Floors.** If other tenants occupy space on the floor on which the Premises is located, Tenant's identifying signage shall be provided by Landlord, at Tenant's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's then-current Building standard signage program. Notwithstanding the foregoing, Tenant may request that Tenant's identifying signage on the suite door contain specialty text and/or company logo; provided that any such signage shall be subject to Landlord's review and approval (which approval shall not be unreasonably withheld). In addition, any such specialty signage shall not include a name and/or logos which relates to an entity which is of a character or reputation, or is associated with political faction or orientation, which is inconsistent with the quality of the Project, or which would otherwise reasonably offend a landlord of comparable buildings located in the vicinity of the Project.

23.3 **Prohibited Signage and Other Items.** Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Tenant may not install any signs on the exterior or roof of the Project or the Common Areas. Any signs, window coverings, or blinds (even if the same are located behind the Landlord-approved window

coverings for the Building), or other items visible from the exterior of the Premises or Building, shall be subject to the prior approval of Landlord, in its sole discretion.

ARTICLE 24

COMPLIANCE WITH LAW

24.1 **In General.** 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 rule, directive, order, regulation, guideline, or requirement of any governmental entity or governmental agency now in force or which may hereafter be enacted or promulgated, including any such governmental regulations related to disabled access (collectively, “**Applicable Laws**”). At its sole cost and expense, Tenant shall promptly comply with any Applicable Laws which relate to (i) Tenant’s use of, or requirements to cease or reduce Tenant’s business operations in or Tenant’s use of, the Premises, (ii) any improvements in the Premises (including, without limitation, the Tenant Improvements and any Alterations), or (iii) the Base Building, but as to the Base Building, only to the extent such obligations are triggered by improvements in the Premises (including, without limitation, the Tenant Improvements and any Alterations) which are not normal and customary business office improvements, or are triggered by Tenant’s use of the Premises for non-typical general office use. 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 and to cooperate with Landlord, including, without limitation, by taking such actions as Landlord may reasonably require, in Landlord’s efforts to comply with such standards or regulations. Tenant shall be responsible, at its sole cost and expense, to make all alterations to the Premises as are required to comply with the governmental rules, regulations, requirements or standards described in this Article 24. 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. Tenant shall promptly pay all fines, penalties and damages that may arise out of or be imposed because of its failure to comply with the provisions of this Article 24. 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, or would otherwise materially and adversely affect Tenant’s use of or access to the Premises. Landlord shall be permitted to include in Operating Expenses any costs or expenses incurred by Landlord under this Article 24 to the extent not prohibited by the terms of Article 4 of this Lease, above. Tenant hereby agrees to use reasonable efforts to notify Landlord if Tenant makes any Alterations or improvements to the Premises that might impact accessibility to the Premises or Building under any disability access laws. Landlord hereby agrees to use reasonable efforts to notify Tenant if

Landlord makes any alterations or improvements to the Premises that might impact accessibility to the Premises or Building under any disability access laws.

24.2 Statutory Disclosure and Related Terms. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that to Landlord's actual knowledge, the Premises have not undergone inspection by a Certified Access Specialist (CASP). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (a) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp designated by Landlord, subject to Landlord's reasonable rules and requirements; (b) Tenant, at its sole cost and expense, shall be responsible for making any improvements or repairs within the Premises to correct violations of construction-related accessibility standards; and (c) if anything done by or for Tenant in its use or occupancy of the Premises shall require any improvements or repairs to the Building or Project (outside the Premises) to correct violations of construction-related accessibility standards, then Tenant shall reimburse Landlord upon demand, as Additional Rent, for the cost to Landlord of performing such improvements or repairs. The terms of this Section 24.2 do not amend or reduce the obligations of Landlord and Tenant set forth in this Lease regarding compliance with Applicable Laws and repair and maintenance of the Premises and the Project, but apply solely to the obligations of Landlord and Tenant in connection with Tenant's election to conduct a CASp inspection hereunder.

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 upon the date said amount is due, then Tenant shall pay to Landlord a late charge equal to six percent (6%) of the overdue amount plus any 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 upon the date they are due, shall bear interest from the date when due until paid at a rate per annum equal to the lesser of (x) the annual "**Bank Prime Loan**" rate cited in the Federal Reserve Statistical Release publication H.15(519), published weekly (or such other comparable index as

Landlord and Tenant shall reasonably agree upon if such rate ceases to be published) plus four (4) percentage points, and (y) 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 the following sums (which sums shall bear interest from the date accrued by Landlord until paid by Tenant at a rate per annum equal to 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), upon 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 legal fees and other amounts so expended. At Tenant's request therefor, Landlord shall provide supporting documentation reasonably evidencing such sums. If Landlord owes any sums to Tenant under the terms of this Lease (including without limitation, the Tenant Work Letter), such payment shall be conditioned on Tenant not being in default under this Lease and, in addition, at any time Tenant is in default under this Lease Landlord may, at Landlord's option, apply any sums Landlord owes to Tenant as an offset against any sums Tenant owes to Landlord. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

ARTICLE 27

ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times and upon no less than twenty-four (24) hours' prior notice to Tenant (which notice, notwithstanding anything to the contrary contained in Article 28 of this Lease, may be oral, and which notice shall not be required 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 twelve (12) months of the Lease Term, to prospective tenants; (iii) post notices of

nonresponsibility; or (iv) alter, improve or repair the Premises or the Building, or for structural alterations, repairs or improvements to the Building or the Building's systems and equipment. 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 breach of this Lease in the manner provided herein; and (C) perform any covenants of Tenant which Tenant fails to perform. Landlord may make any such entries without the abatement of Rent and may take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business and/or lost profits occasioned thereby, provided that the foregoing shall not limit Landlord's liability, if any, pursuant to Applicable Law for personal injury and property damage to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors. Tenant hereby waives any claims for any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. 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. Tenant shall be permitted the opportunity to cause a representative of Tenant to accompany Landlord during any such entry (except in the case of emergency), provided that such representative of Tenant does not unreasonably interfere with or delay Landlord exercising its rights or satisfying its obligations hereunder.

ARTICLE 28

NOTICES

All notices, demands, 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) transmitted by telecopy, if such telecopy is promptly followed by a Notice sent by Mail, (C) delivered by a nationally recognized overnight courier, or (D) 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 9 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 telecopy is transmitted, (iii) the date the overnight courier delivery is made, or (iv) the date personal delivery is made. Any Notice given by an attorney on behalf of Landlord or by Landlord's managing agent shall be considered as given by Landlord and shall be fully

effective. 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:

Boston Properties Limited Partnership Two Embarcadero Center, Suite 300 San Francisco, California 94111 Attention:
Regional Manager

and

BXP, Inc.

Prudential Center Tower

800 Boylston Street, Suite 1900

Boston, Massachusetts 02199-8103 Attention: Chief Legal Officer

and

Boston Properties Limited Partnership Two Embarcadero Center, Suite 300 San Francisco, California 94111 Attention:
Regional General Counsel

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 Light, Air or View 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. Under no circumstances whatsoever at any time during the Lease Term shall any temporary darkening of any windows of the Premises or any temporary obstruction of the light or view therefrom by reason of any repairs, improvements, maintenance or cleaning in or about the Project, or any diminution, impairment or obstruction (whether partial or total) of light, air or view by any structure which may be erected on any land comprising a part of, or located adjacent to or otherwise in the path of light, air or view to, the Project, in any way impose any liability upon Landlord or in any way reduce or diminish 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) 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) 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, Landlord shall automatically be released from all liability under this Lease 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.** Except as provided in Section 29.4 of this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant.

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, including, without limitation, the giving of any Notice required to be given under this Lease or by law, the time periods for giving any such Notice and the taking of any action with respect to any such Notice.

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 **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 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. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for any indirect or consequential damages or any injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

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.** Notwithstanding anything to the contrary contained in this Lease, 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, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Premises, national or regional emergency), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a “**Force Majeure**”), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. 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. Notwithstanding anything to the contrary in this Lease, no event of Force Majeure shall (i) excuse Tenant’s obligations to pay Rent and other charges due pursuant to this Lease, (ii) be grounds for Tenant to abate any portion of Rent due pursuant to this Lease, or entitle either party to terminate this Lease, except as allowed pursuant to Articles 11 and 13 of this Lease, (iii) excuse Tenant’s obligations under Articles 5 and 24 of this Lease, or (iv) extend the occurrence of the Lease Commencement Date.

29.17 **Waiver of Redemption by Tenant.** Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant’s right of occupancy of the Premises after any termination of this Lease.

29.18 **Tenant Parking.** Subject to availability, Tenant may rent, on a month-to-month basis, non-transferable parking passes for unreserved parking spaces in the Project parking facility directly from the Project parking facility operator. Tenant shall pay to the parking facility operator or, at Landlord’s option, directly to Landlord for automobile parking passes on a monthly basis the prevailing rate charged from time to time at the location of such parking passes. In addition, Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority in connection with the renting of such parking passes by Tenant or the use of the parking facility by Tenant. Tenant shall supply Landlord with an identification roster listing, for each parking pass, the name of the employee and the make, color and registration number of the vehicle to which such parking pass has been assigned, and shall provide a revised roster to Landlord monthly indicating changes thereto. Tenant’s continued right to use the parking passes is conditioned upon Tenant abiding 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, Tenant’s cooperation in seeing

that Tenant's employees and visitors also comply with such rules and regulations and Tenant not being in default under this Lease. 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. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord. The parking passes rented by Tenant pursuant to this Section 29.18 are provided to Tenant 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 may validate visitor parking by such method or methods as the Landlord may establish, at the validation rate from time to time generally applicable to visitor parking.

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.** If Tenant is a corporation, limited liability company, trust or partnership, 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 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. In such event, Tenant shall, within ten (10) days after execution of this Lease, deliver to Landlord satisfactory evidence of such authority and, if a corporation, upon demand by Landlord, also deliver to Landlord satisfactory evidence of

(i) good standing in Tenant's state of incorporation and (ii) qualification to do business in California.

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; JUDICIAL REFERENCE.** This Lease shall be construed and enforced in accordance with the laws of the State of California. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE. IF THE JURY WAIVER PROVISIONS OF THIS SECTION 29.22 ARE NOT ENFORCEABLE UNDER CALIFORNIA LAW, THEN THE FOLLOWING PROVISIONS SHALL APPLY. IT IS THE DESIRE AND INTENTION OF THE PARTIES TO AGREE UPON A MECHANISM AND PROCEDURE UNDER WHICH CONTROVERSIES AND DISPUTES ARISING OUT OF THIS LEASE OR RELATED TO THE PREMISES WILL BE RESOLVED IN A PROMPT AND EXPEDITIOUS MANNER. ACCORDINGLY, EXCEPT WITH RESPECT TO

ACTIONS FOR UNLAWFUL OR FORCIBLE DETAINER OR WITH RESPECT TO THE PREJUDGMENT REMEDY OF ATTACHMENT, ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBSIDIARIES OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, SHALL BE HEARD AND RESOLVED BY A REFEREE UNDER THE PROVISIONS OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, SECTIONS 638 — 645.1, INCLUSIVE (AS SAME MAY BE AMENDED, OR ANY SUCCESSOR STATUTE(S) THERETO) (THE "REFEREE SECTIONS"). ANY FEE TO INITIATE THE JUDICIAL REFERENCE PROCEEDINGS AND ALL FEES CHARGED AND COSTS INCURRED BY THE REFEREE SHALL BE PAID BY THE PARTY INITIATING SUCH PROCEDURE (EXCEPT THAT IF A REPORTER IS REQUESTED BY EITHER PARTY, THEN A REPORTER SHALL BE PRESENT AT ALL PROCEEDINGS WHERE REQUESTED AND THE FEES OF SUCH REPORTER – EXCEPT FOR COPIES ORDERED BY THE OTHER PARTIES – SHALL BE BORNE BY THE PARTY REQUESTING THE REPORTER); PROVIDED HOWEVER, THAT ALLOCATION OF THE COSTS AND FEES, INCLUDING ANY INITIATION FEE, OF SUCH PROCEEDING SHALL BE ULTIMATELY DETERMINED IN ACCORDANCE WITH SECTION 29.21 ABOVE. THE VENUE OF THE PROCEEDINGS SHALL BE IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED. WITHIN TEN (10) DAYS OF RECEIPT BY ANY PARTY OF A WRITTEN REQUEST TO RESOLVE ANY DISPUTE OR CONTROVERSY PURSUANT TO THIS SECTION 29.22, THE PARTIES SHALL AGREE UPON A SINGLE REFEREE WHO SHALL TRY ALL ISSUES, WHETHER OF FACT OR LAW, AND REPORT A FINDING AND JUDGMENT ON SUCH ISSUES AS REQUIRED BY THE REFEREE SECTIONS. IF THE PARTIES ARE UNABLE TO AGREE UPON A REFEREE WITHIN SUCH TEN (10) DAY PERIOD, THEN ANY PARTY MAY THEREAFTER FILE A LAWSUIT IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED FOR THE PURPOSE OF APPOINTMENT OF A REFEREE UNDER THE REFEREE SECTIONS. IF THE REFEREE IS APPOINTED BY THE COURT, THE REFEREE SHALL BE A NEUTRAL AND IMPARTIAL RETIRED JUDGE WITH SUBSTANTIAL EXPERIENCE IN THE RELEVANT MATTERS TO BE DETERMINED, FROM JAMS, THE AMERICAN ARBITRATION ASSOCIATION OR SIMILAR MEDIATION/ARBITRATION ENTITY. THE PROPOSED REFEREE MAY BE CHALLENGED BY ANY PARTY FOR ANY OF THE GROUNDS LISTED IN THE REFEREE SECTIONS. THE REFEREE SHALL HAVE THE POWER TO DECIDE ALL ISSUES OF FACT AND LAW AND REPORT HIS OR HER DECISION ON SUCH ISSUES, AND TO ISSUE ALL RECOGNIZED REMEDIES AVAILABLE AT LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS BEFORE THE REFEREE, INCLUDING AN AWARD OF ATTORNEYS' FEES AND COSTS IN ACCORDANCE WITH THIS LEASE. THE REFEREE SHALL NOT, HOWEVER, HAVE THE POWER TO AWARD PUNITIVE DAMAGES, NOR ANY OTHER DAMAGES WHICH ARE NOT PERMITTED BY THE EXPRESS PROVISIONS OF THIS LEASE, AND THE PARTIES HEREBY WAIVE ANY RIGHT TO RECOVER ANY SUCH DAMAGES. THE PARTIES SHALL BE ENTITLED TO CONDUCT ALL DISCOVERY AS PROVIDED IN

THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THE REFEREE SHALL OVERSEE DISCOVERY AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE, WITH RIGHTS TO REGULATE DISCOVERY AND TO ISSUE AND ENFORCE SUBPOENAS, PROTECTIVE ORDERS AND OTHER LIMITATIONS ON DISCOVERY AVAILABLE UNDER CALIFORNIA LAW. THE REFERENCE PROCEEDING SHALL BE CONDUCTED IN ACCORDANCE WITH CALIFORNIA LAW (INCLUDING THE RULES OF EVIDENCE), AND IN ALL REGARDS, THE REFEREE SHALL FOLLOW CALIFORNIA LAW APPLICABLE AT THE TIME OF THE REFERENCE PROCEEDING. THE PARTIES SHALL PROMPTLY AND DILIGENTLY COOPERATE WITH ONE ANOTHER AND THE REFEREE, AND SHALL PERFORM SUCH ACTS AS MAY BE NECESSARY TO OBTAIN A PROMPT AND EXPEDITIOUS RESOLUTION OF THE DISPUTE OR CONTROVERSY IN ACCORDANCE WITH THE TERMS OF THIS SECTION 29.22. IN THIS REGARD, THE PARTIES AGREE THAT THE PARTIES AND THE REFEREE SHALL USE BEST EFFORTS TO ENSURE THAT (A) DISCOVERY BE CONDUCTED FOR A PERIOD NO LONGER THAN SIX (6) MONTHS FROM THE DATE THE REFEREE IS APPOINTED, EXCLUDING MOTIONS REGARDING DISCOVERY, AND (B) A TRIAL DATE BE SET WITHIN NINE (9) MONTHS OF THE DATE THE REFEREE IS APPOINTED. IN ACCORDANCE WITH SECTION 644 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, THE DECISION OF THE REFEREE UPON THE WHOLE ISSUE MUST STAND AS THE DECISION OF THE COURT, AND UPON THE FILING OF THE STATEMENT OF DECISION WITH THE CLERK OF THE COURT, OR WITH THE JUDGE IF THERE IS NO CLERK, JUDGMENT MAY BE ENTERED THEREON IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. ANY DECISION OF THE REFEREE AND/OR JUDGMENT OR OTHER ORDER ENTERED THEREON SHALL BE APPEALABLE TO THE SAME EXTENT AND IN THE SAME MANNER THAT SUCH DECISION, JUDGMENT, OR ORDER WOULD BE APPEALABLE IF RENDERED BY A JUDGE OF THE SUPERIOR COURT IN WHICH VENUE IS PROPER HEREUNDER. THE REFEREE SHALL IN HIS/HER STATEMENT OF DECISION SET FORTH HIS/HER FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH THE CODE OF CIVIL PROCEDURE. NOTHING IN THIS SECTION 29.22 SHALL PREJUDICE THE RIGHT OF ANY PARTY TO OBTAIN PROVISIONAL RELIEF OR OTHER EQUITABLE REMEDIES FROM A COURT OF COMPETENT JURISDICTION AS SHALL OTHERWISE BE AVAILABLE UNDER THE CODE OF CIVIL PROCEDURE AND/OR APPLICABLE COURT RULES.

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 11 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 pay any commission due the Brokers in connection with this Lease pursuant to the terms of a separate written agreement between Landlord and the Brokers.

29.25 **Independent Covenants.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

29.26 **Project or Building Name and Signage.** Landlord shall have the right at any time to change the name of the Project or Building 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. Tenant shall not use the words "Embarcadero Center" or 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 with the same effect as if both parties hereto had executed the same document. All counterparts shall be construed together and shall constitute a single agreement. The parties acknowledge and agree that they will accept faxed transmissions of, or electronically scanned and transmitted versions of, an original signature. In addition, the parties acknowledge and agree that they may conduct this transaction by electronic means and that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

29.28 **Confidentiality.** Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential, except as otherwise required by Applicable Law, or in connection with any litigation, or any legally required official filing with or response to any governmental agency or if required by the applicable rules of a national securities exchange or "self-regulatory organization" (as defined by the Securities Exchange Act of 1934), or if in the public domain and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants. Nothing contained in this Lease is intended to prohibit Tenant from filing this lease with the Securities and Exchange Commission ("SEC") to the extent that Tenant is required to do so pursuant to applicable SEC requirements.

29.29 **Development of the Project.**

29.29.1 **Subdivision**. Landlord reserves the right to further subdivide all or a portion of the Project. Tenant agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents needed to conform this Lease to the circumstances resulting from such subdivision.

29.29.2 **The Other Improvements**. If portions of the Project or property adjacent to the Project (collectively, the “**Other Improvements**”) are owned by an entity other than Landlord, Landlord, at its option, may enter into an agreement with the owner or owners of any or all of the Other Improvements to provide (i) for reciprocal rights of access and/or use of the Project and the Other Improvements, (ii) for the common management, operation, maintenance, improvement and/or repair of all or any portion of the Project and the Other Improvements, (iii) for the allocation of a portion of the Direct Expenses to the Other Improvements and the operating expenses and taxes for the Other Improvements to the Project, and (iv) for the use or improvement of the Other Improvements and/or the Project in connection with the improvement, construction, and/or excavation of the Other Improvements and/or the Project. Nothing contained herein shall be deemed or construed to limit or otherwise affect Landlord’s right to convey all or any portion of the Project or any other of Landlord’s rights described in this Lease.

29.29.3 **Construction of Project and Other Improvements**. Tenant acknowledges that portions of the Project and/or the Other Improvements may be under construction following Tenant’s occupancy of the Premises, and that such construction 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 waives any and all rent offsets or claims of constructive eviction which may arise in connection with such construction. Landlord shall use commercially reasonable efforts to minimize interference with Tenant’s use of or reasonable access to the Premises during the performance of such construction.

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 Premises, 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 is currently renovating or may during the Lease Term renovate, improve, alter, or modify (collectively, the “**Renovations**”) the Project, the Building and/or the Premises. Landlord shall use commercially reasonable efforts to complete any Renovations in a manner which does not materially, adversely affect Tenant’s use of or access to the Premises. Notwithstanding the foregoing, Tenant hereby agrees that such Renovations shall in no way constitute a constructive

eviction of Tenant nor entitle Tenant to any abatement of Rent. 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.

29.32 **Communications and Computer Lines.** Tenant may install, maintain, replace, remove or use any electrical, communications or computer wires and cables (collectively, the "**Lines**") at the Project in or serving solely the Premises, provided that (i) Tenant shall obtain Landlord's prior written consent, 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 (provided that the approval process for the initial Tenant Improvements are described and set forth in the Tenant Work Letter), (ii) an acceptable number of spare Lines and space for additional Lines shall be maintained for existing and future occupants of the Project, as determined in Landlord's reasonable opinion, (iii) the Lines therefor (including riser cables) shall be appropriately insulated to prevent excessive electromagnetic fields or radiation, and shall be surrounded by a protective conduit reasonably acceptable to Landlord, (iv) any new or existing Lines servicing the Premises shall comply with all applicable governmental laws and regulations, (v) as a condition to permitting the installation of new Lines, Landlord may require that Tenant remove existing Lines located in or serving the Premises and repair any damage in connection with such removal, and (vi) Tenant shall pay all costs in connection therewith. Landlord reserves the right to require that Tenant remove any Lines located in or serving the Premises (a) in violation of these provisions, or which are at any time in violation of any laws or (b) represent a dangerous or potentially dangerous condition. Landlord further reserves the right to require that Tenant remove any and all Lines located in or serving the Premises upon the expiration of the Lease Term or upon any earlier termination of this Lease.

29.33 **No Discrimination.** There shall be no discrimination against, or segregation of, any person or persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the Transfer of the Premises, or any portion thereof, nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Premises, or any portion thereof.

29.34 **Patriot Act and Executive Order 13224.** 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 of the United States Department of the Treasury ("**OFAC**") 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 without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of 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 (x) any breach by Tenant of the foregoing representations and warranties shall be deemed a default by Tenant under Section 19.1.4 of this Lease and shall be covered by the indemnity provisions of Section 10.1 above, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

29.35 **Asbestos Disclosures.** Landlord has advised Tenant that there is asbestos-containing material (“ACM”) in the Building. Attached hereto as Exhibit F is a disclosure statement regarding ACM in the Building. Tenant acknowledges that such notice complies with the requirements of Section 25915 *et. seq.* and Section 25359.7 of the California Health and Safety Code.

29.36 **Waiver of Claims.** As a material inducement to Landlord to enter into this Lease, Tenant hereby releases Landlord from, and hereby waives, any and all losses, costs, damages, expenses, liabilities, claims and causes of action (collectively, the “**Released Claims**”) arising from or related to Tenant’s inability or limitation to conduct operations from the Premises as a result of any “shelter in place” orders or similar governmental directives, including, without limitation, any claims for, and/or rights of, termination of this Lease and/or abatement, offset and/or deferral of Rent under this Lease, at law and/or in equity related to the inability of Tenant to conduct operations from the Premises as a result of any “shelter in place” orders or similar governmental directives related thereto. With respect to the Released Claims, Tenant acknowledges that Tenant has either been advised by legal counsel or has made itself familiar with the provisions of California Civil Code section 1542, which provides as follows: **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.** Tenant, being aware of the foregoing code section, hereby expressly waives any rights Tenant may have thereunder, as well as under any other statutes or common-law principles of similar effect, pertaining to the Released Claims.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year on which the last signatory below executes this Lease.

“Landlord”:

FOUR EMBARCADERO CENTER VENTURE,
a California general partnership

BY: BP EC4 HOLDINGS LLC,
a Delaware limited liability company, its managing general
partner

BY: BOSTON PROPERTIES LIMITED PARTNERSHIP,
a Delaware limited partnership, its managing member

BY: BXP, INC.,
a Delaware corporation, its general partner

BY: /s/Christine Yuen
Name: Christine Yuen
Title: SVP, Leasing

Date: 10/14/2025

“Tenant”:

FORGE GLOBAL, INC.,
a Delaware corporation,

By: /s/ Kelly Rodriques
Name: Kelly Rodriques
Title: Chief Executive Officer
Date: 10/14/2025

By: /s/ James Nevin
Name: James Nevin
Title: Chief Financial Officer
Date: 10/14/2025

PLEASE NOTE: THIS LEASE MUST BE EXECUTED BY EITHER (I) BOTH (A) THE CHAIRMAN OF THE BOARD, THE PRESIDENT OR ANY VICE PRESIDENT OF TENANT, AND (B) THE SECRETARY, ANY ASSISTANT SECRETARY, THE CHIEF FINANCIAL OFFICER, OR ANY ASSISTANT TREASURER OF TENANT; OR (II) AN AUTHORIZED SIGNATORY OF TENANT PURSUANT TO A CERTIFIED CORPORATE RESOLUTION, A COPY OF WHICH SHOULD BE DELIVERED WITH THE EXECUTED ORIGINALS.

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FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

EXHIBIT A
FOUR EMBARCADERO CENTER
OUTLINE OF PREMISES

[***]

EXHIBIT A

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

EXHIBIT B

FOUR EMBARCADERO CENTER

TENANT WORK LETTER

[***]

EXHIBIT B

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

EXHIBIT C
FOUR EMBARCADERO CENTER
FORM OF NOTICE OF LEASE TERM DATES

[***]

EXHIBIT C

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

EXHIBIT D
FOUR EMBARCADERO CENTER
RULES AND REGULATIONS

[***]

EXHIBIT D

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

EXHIBIT E

FOUR EMBARCADERO CENTER

FORM OF TENANT'S ESTOPPEL CERTIFICATE

[***]

EXHIBIT E

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

EXHIBIT F

FOUR EMBARCADERO CENTER

CALIFORNIA ASBESTOS NOTICE

[***]

EXHIBIT F

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

EXHIBIT G

FOUR EMBARCADERO CENTER

ACCEPTABLE FORMS OF INSURANCE CERTIFICATE

[***]

EXHIBIT G

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

EXHIBIT H

FOUR EMBARCADERO CENTER

FORM OF LETTER OF CREDIT

[***]

EXHIBIT H

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

OFFICE LEASE

FOUR EMBARCADERO CENTER

FOUR EMBARCADERO CENTER VENTURE,

a California general partnership

as Landlord,

and

FORGE GLOBAL, INC.,

a Delaware corporation,

as Tenant.

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LIST OF EXHIBITS

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- D RULES AND REGULATIONS
- E FORM OF TENANT'S ESTOPPEL CERTIFICATE
- F ASBESTOS DISCLOSURE STATEMENT

- G ACCEPTABLE FORMS OF INSURANCE CERTIFICATE
- H FORM OF LETTER OF CREDIT

(ii)

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

INDEX OF MAJOR DEFINED TERMS

[**]

(iii)

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

INDEX OF MAJOR DEFINED TERMS

[**]

(iv)

FOUR EMBARCADERO CENTER
FORGE GLOBAL, INC.
SF/Legal/VAC

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Kelly Rodriques, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Forge Global Holdings, Inc.;
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.
-

Date: November 13, 2025

By: /s/ Kelly Rodriques

Kelly Rodriques

Chief Executive Officer (Principal Executive Officer)

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, James Nevin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Forge Global Holdings, Inc.;
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.
-

Date: November 13, 2025

By: /s/ James Nevin

James Nevin

Chief Financial Officer (Principal Financial Officer)

**CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Kelly Rodriques, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Forge Global Holdings, Inc. for the fiscal quarter ended September 30, 2025 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Forge Global Holdings, Inc.

Date: November 13, 2025

By: /s/ Kelly Rodriques

Kelly Rodriques

Chief Executive Officer (Principal Executive Officer)

I, James Nevin, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Forge Global Holdings, Inc. for the fiscal quarter ended September 30, 2025 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Forge Global Holdings, Inc.

Date: November 13, 2025

By: /s/ James Nevin

James Nevin

Chief Financial Officer (Principal Financial Officer)