



P R Y T A N I A
M E D I A

PRYTANIA MEDIA CORP
2023 EQUITY INCENTIVE PLAN

As Adopted on May 31, 2023

1. Purpose of Plan. This 2023 Equity Incentive Plan (the “Plan”) of Prytania Media Corp, a Delaware corporation (the “Company”), is designed to offer employees, Consultants (as hereinafter defined) and Non-Employee Directors (as hereinafter defined) of the Company and its Parents, Subsidiaries and Affiliates (as each term is hereinafter defined) as may be selected in the sole discretion of the Committee (or, in the absence of the Committee, the Board) a greater stake and closer identity with the Company and its Parents, Subsidiaries and Affiliates through Awards (each, as hereinafter defined). The Plan is intended to advance the best interests of the Company by providing those persons who have responsibility for the management and/or growth of the Company and its Parents, Subsidiaries and Affiliates with additional incentives by allowing them to acquire an ownership interest in the Company and thereby encouraging such persons to continue to remain employed by, or in the service of, and increase the value of, the Company or its Parents, Subsidiaries and Affiliates. The availability and offering of the Awards under the Plan also increases the Company’s ability to attract and retain individuals of exceptional managerial talent upon whom, in large measure, the sustained progress, growth and profitability of the Company and its Parents, Subsidiaries and Affiliates depends.

Although this Plan is intended to be a written compensatory benefit plan within the meaning of Rule 701 of the Securities Act (as hereinafter defined), grants may be made pursuant to this Plan that do not qualify for exemption under Rule 701.

2. Definitions. Certain terms used in the Plan have the meanings set forth below:

“Affiliate” means (a) any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of the voting power of such entity, and (b) any entity other than a Parent, if such entity owns not less than 50% of the voting power of the Company or a Parent. An entity that attains the status of an Affiliate on a date after the adoption of the Plan shall be considered an Affiliate commencing as of such date.

“Applicable Law” means the applicable provisions of the Code, the Securities Act, the Exchange Act and any other federal, state or foreign corporate, securities or tax or other laws, rules, requirements or regulations, the rules of any national securities exchange or automated quotation system on which the shares of Common Stock are listed, quoted or traded and any other applicable law.

“Award” means a grant or sale, as applicable, of an Incentive Stock Option, a Non-Qualified Option, SAR, Restricted Stock, RSU or shares of Common Stock to a Participant under the terms of this Plan. Each such Award shall be made pursuant to the terms of an award agreement (the “Award Agreement”) between the Company and the Participant, which will specify the terms

of such Award, including, without limitation, the vesting requirements, if any, applicable to such Award.

“Board” means the Company’s board of directors.

“California Participant” means a Participant whose Award is issued in reliance on Section 25102(o) of the California Corporations Code.

“Cause”, when used in connection with the termination of a Participant’s employment or other service with the Company or any Parent, Subsidiary or Affiliate or in connection with the complete or partial forfeiture of any Award, shall have the meaning given to such term in any employment or other agreement between such Participant and the Company or any Parent, Subsidiary or Affiliate, as applicable, or with respect to members of the Board, “Cause” shall have the meaning set forth in applicable law, if any. In the event that such term is not defined in such agreement or in the absence of any such agreement or applicable law, “Cause” shall mean the following:

(i) The Participant’s willful failure to perform his or her duties and responsibilities to the Company (or a successor, if appropriate), or refusal to perform any lawful and reasonable directive of the Board;

(ii) The Participant’s misconduct, including without limitation, commission of any act of fraud, embezzlement, dishonesty, moral turpitude, misappropriation of funds, breach of fiduciary duty, duty of loyalty and fidelity or any other willful misconduct, whether or not related to the performance of the Participant’s duties or responsibilities to the Company, or any act that affects the Company’s reputation in a manner that may reasonably be expected to have a material adverse effect on the business, prospects, assets (including intangible assets), liabilities, financial condition, property or results of operation of the Company;

(iii) The Participant’s unauthorized use or disclosure of any proprietary information or trade secrets of the Company (or a successor, if appropriate) or any other party to whom Participant owes an obligation of nondisclosure as a result of Participant’s relationship with the Company (or a successor, if appropriate); or

(iv) The Participant’s material breach of any of Participant’s obligations under any written agreement or covenant with the Company (or a successor, if appropriate), including any written Company policies.

Notwithstanding the foregoing, a Participant’s termination shall not be for Cause under clause (i) or (iv) above unless the Company shall have provided the Participant with written notice of such failure and, if such failure is susceptible of cure, a period of ten (10) business days within which to cure such failure; provided, however, with respect to clause (iv) that a breach of any confidentiality obligation, non-competition or non-solicitation obligations, assignment of intellectual property obligation or any other similar non-curable breaches shall constitute “Cause” ipso facto and shall not require the Company to provide any cure period to the Participant.

“Change in Control of the Company” means the occurrence of any of the following events, unless otherwise provided in the applicable Award Agreement or other agreement with a Participant that is approved by the Committee:

(a) the consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation, or other reorganization own immediately after such merger, consolidation, or other reorganization, fifty percent (50%) or more of the voting power of the outstanding securities of (A) the continuing or surviving entity or (B) any direct or indirect parent corporation of such continuing or surviving entity;

(c) the sale, lease, transfer or other disposition, in a single transaction or series of related transactions, by the Company and/or any Subsidiary or Subsidiaries of the Company, of all or substantially all the assets of the Company and its Subsidiaries taken as a whole (or, if substantially all of the assets of the Company and its Subsidiaries taken as a whole are held by one or more Subsidiaries, the sale or disposition (whether by consolidation, merger, conversion or otherwise) of such Subsidiaries of the Company), except where such sale, lease, transfer or other disposition is made to the Company or one or more wholly owned Subsidiaries of the Company; or

(d) any “person” (as defined below) who, by the acquisition or aggregation of securities, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company’s then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of directors (the “Voting Stock”); except that any change in the relative beneficial ownership of the Company’s securities by any person resulting solely from a reduction in the aggregate number of outstanding shares of Voting Stock, and any decrease thereafter in such person’s ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person’s beneficial ownership of any securities of the Company. For purposes of this definition of “Change in Control of the Company”, the term “person” shall have the same meaning as when used in sections 13(d) and 14(d) of the Exchange Act but shall exclude (1) a trustee or other fiduciary holding securities under an employee benefit plan maintained by the Company or a Parent or Subsidiary and (2) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the Common Stock (determined on an as-converted basis).

Notwithstanding the foregoing, (x) the term “Change in Control of the Company” shall not include (i) a transaction the sole purpose of which is to change the state of the Company’s incorporation, (ii) a transaction the sole purpose of which is to form a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction, (iii) a transaction the sole purpose of which is to make an Initial Public Offering or Direct Listing of the Company’s Common Stock or (iv) any change in the beneficial ownership of the securities of the Company as a result of a private financing of the Company that is approved by the Board, and (y) if a Change in Control would give rise to a payment or settlement event with respect to any Award that constitutes “nonqualified deferred compensation,” the transaction or event constituting the Change in Control of the Company must also constitute a “change in control event” (as defined in Treasury Regulation §1.409A-3(i)(5)) in order to give rise

to the payment or settlement event for such Award, to the extent required by Section 409A of the Code.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as the same may be amended from time to time and any successor statute.

“Committee” means the committee designated by the Board to administer the Plan. In the absence of any such Committee, any action permitted or required to be taken hereunder by the Committee shall be deemed to refer to the Board.

“Common Stock” means the Company’s common stock.

“Consultant” means a Person who is in a Consulting Relationship with the Company or any Affiliate, other than an Employee or Non-Employee Director.

“Consulting Relationship” means the relationship that exists between an individual and the Company (or any Parent, Subsidiary or Affiliate) if (i) such individual or (ii) any entity of which such individual is an executive officer or owns a substantial equity interest has entered into a written consulting contract with the Company or any Parent, Subsidiary or Affiliate and if, pursuant to such written consulting agreement, such individual or entity qualifies as a consultant under the applicable rules of the SEC for registration of shares on a Form S-8 Registration Statement.

“Continuous Service” means service with the Company or a Parent, Subsidiary or an Affiliate, whether as an employee, director (other than a director who is or formerly was an employee) or Consultant, that has not been interrupted or terminated. For purposes of this definition of Continuous Service the provisions set forth in the definition of Termination of Consulting Relationship shall apply to the termination of a Consultant’s service with the Company or a Parent, Subsidiary or Affiliate. A change in the capacity in which the Participant renders service to the Company or a Parent, Subsidiary or Affiliate as an employee, director, or Consultant or a change in the entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant’s service with the Company or a Parent, Subsidiary or Affiliate, shall not be deemed a termination of Continuous Service; *provided, however*, if the entity for which a Participant is rendering service ceases to qualify as a Parent, Subsidiary or Affiliate, as determined by the Committee in its sole discretion, such Participant’s Continuous Service shall be considered to have terminated on the date such entity ceases to so qualify. For example, a change in status from an employee of the Company to a Consultant of an Affiliate or to a director shall not constitute an interruption of Continuous Service. To the extent permitted by law, the Committee or the chief executive officer of the Company, in that party’s sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of (i) any leave of absence approved by the Committee or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence shall be treated as Continuous Service for purposes of vesting in an Award only to such extent as may be provided in the Company’s leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by Applicable Law.

“Direct Listing” means the Company’s initial listing of its Common Stock on a national securities exchange by means of a registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing Common Stock for resale.

“Disability” means a “disability” within the meaning of Section 22(e)(3) of the Code, as in effect from time to time.

“DRO” means a domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations thereunder.

“EBITDA” means for any given year, the Company’s earnings before interest, income taxes, depreciation, amortization and any accounting charges incurred with respect to this Plan or any other Awards granted under this Plan as determined after payment of bonuses, if any, but adjusted for any items that are considered unique, or likely to affect only one accounting period (unique “one time” charges are charges for which an adjustment to EBITDA would be considered proper), as determined by the Board, in its sole discretion, based on the audited financial statements for such year. The Committee shall have the authority to modify the definition of EBITDA in any individual Award Agreement.

“Employee” means any individual who is a common-law employee of the Company, a Parent, a Subsidiary, or an Affiliate and who is an “employee” within the meaning of section 3401(c) of the Code and regulations issued thereunder.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time and any successor statute.

“Exercise Price” means the exercise price per share of an Option.

“Fair Market Value” means:

(a) In the event the Company’s Common Stock is publicly traded, the Fair Market Value of such Common Stock on a Trading Day shall mean the closing price of the Common Stock on such Trading Day as reported by the national securities exchange on which the Common Stock then has its primary listing or by the quotation system on which the Common Stock is primarily quoted; provided, however, that, if no sale of shares of Common Stock shall have been reported on such Trading Day, then the immediately preceding Trading Day on which a sale of shares of Common Stock has been so reported shall be used. For purposes of this definition, a “Trading Day” shall mean, if the Common Stock is listed on any national securities exchange, a business day during which such exchange was open for trading and at least one trade of Common Stock was effected on such exchange on such business day, or, if the Common Stock is not listed on any national securities exchange but is traded in the over-the-counter market, a business day during which the over-the-counter market was open for trading and at least one “eligible dealer” quoted both a bid and asked price for the Common Stock. An “eligible dealer” for any day shall include any broker-dealer who quoted both a bid and asked price for such day but shall not include any broker-dealer who quoted only a bid or only an asked price for such day.

(b) In the event the Company's Common Stock is not publicly traded, the Fair Market Value of such Common Stock shall be determined by the Committee in good faith pursuant to the requirements of Treas. Reg. Section 1.409A-1(b)(5)(iv)(B).

"Good Reason" shall, with respect to a Participant (i) have the same meaning as "good reason" or similar term set forth in an employment, consulting, advisory or similar contract entered into by and between the Participant and the Company or any Affiliate (but only to the extent such meaning or meanings satisfy the requirements for "good reason" as set forth under Treas. Reg. Section 1.409A-1(n)(2)(ii)) or, (ii) in the absence of any such contract or defined term, have the "safe-harbor" meaning set forth in such regulation section, and, in the case of both clauses (i) and (ii), a termination of employment or other services shall be deemed to have occurred for Good Reason only if the procedural and time limitation provisions of Treas. Reg. Sections 1.409A-1(n)(2)(ii)(A), (B) and (C) are satisfied.

"Grant Date" means, with respect to Options or SARs, the date specified by the Committee on which the Award of an Option or SAR shall be effective, which shall not be earlier than the date on which the Committee takes action with respect thereto, and with respect to an Award of Restricted Stock or shares of Common Stock, the date on which the Participant purchases or otherwise acquires such Restricted Stock or shares of Common Stock.

"Incentive Stock Option" means an Option that is intended to meet the requirements of Section 422 of the Code, satisfies such requirements and is designated as an Incentive Stock Option. To the extent that any Option is not designated as an Incentive Stock Option or even if so designated does not qualify as an Incentive Stock Option at or subsequent to its grant date, it shall constitute a Non-Qualified Option.

"Initial Public Offering" means the completion of the sale of shares of Common Stock pursuant to an effective registration statement described under the Securities Act of 1933, as amended.

"Listed Security" means any security of the Company that is listed or approved for listing on a national securities exchange or designated or approved for designation as a national market system security on an interdealer quotation system by the Financial Industry Regulatory Authority (or any successor thereto).

"Management Securities" means any and all shares of Common Stock, Awards, Options, Option Shares, SARs and Restricted Stock issued or granted to a Participant.

"Non-Employee Director" means a member of the Board or a member of the board of directors of a Parent, Subsidiary or Affiliate, who in each case is a "non-employee director" within the meaning of Rule 16b-3.

"Non-Qualified Option" means an Option that is not an Incentive Stock Option.

"Option" means the right to purchase, at the price and for the term fixed by the Committee in accordance with the Plan, and subject to such other limitations and restrictions in the Plan and the applicable Award Agreement, a number of shares of Common Stock determined by the Committee.

“Option Shares” means any shares of Common Stock acquired upon exercise of an Option granted under the terms of this Plan.

“Parent” means any corporation or other entity (other than the Company) in an unbroken chain of corporations ending with the Company if, at the time of granting of an Award, each of the corporations or other entities other than the Company owns fifty percent (50%) or more of the total combined voting power of all classes of interests in one of other entities in such chain. A corporation or other entity that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date. Notwithstanding the foregoing, in the case of an Incentive Stock Option, “Parent” means any parent corporation of the Company within the meaning of Section 424(e) of the Code.

“Participant” means each (i) Consultant, (ii) Employee or (iii) Non-Employee Director to whom the Committee has made an Award under the Plan.

“Performance Goal” means a goal that must be met by the end of a period specified by the Committee (but that is substantially uncertain to be met before the relevant Award is granted) based upon one or more objective criteria determined by the Committee, in its discretion, which may include the following: (i) the Fair Market Value of Common Stock, (ii) the market share of the Company and/or its Affiliates (or any business unit thereof), (iii) sales by the Company and/or its Affiliates (or any business unit thereof), (iv) earnings per share of Common Stock, (v) return on stockholder equity of the Company, (vi) costs of the Company and/or its Affiliates (or any business unit thereof), (vii) cash flow of the Company and/or its Affiliates (or any business unit thereof), (viii) return on total assets of the Company and/or its Affiliates (or any business unit thereof), (ix) return on invested capital of the Company and/or its Affiliates (or any business unit thereof), (x) return on net assets of the Company and/or its Affiliates (or any business unit thereof), (xi) operating income of the Company and/or its Affiliates (or any business unit thereof) including, without limitation, EBITDA or similar measures or (xii) any other criteria specified by the Committee. The Committee shall have discretion to determine the specific targets with respect to each Performance Goal.

“Period of Restriction” means the period during which Restricted Stock or RSUs are subject to forfeiture or a right of repurchase. The Period of Restriction shall not lapse with respect to any Restricted Stock or RSU until all conditions imposed on the Award under the Plan and the Award Agreement have been satisfied.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint share company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

“Restricted Stock” means shares of Common Stock that are awarded under Section 10 or Option Shares acquired by a Participant that are subject to forfeiture or a right of repurchase under the Plan or an applicable Award Agreement.

“RSU” or “Restricted Stock Unit” means a right to receive one share of Common Stock at a date, and subject to any and all restrictions, set forth in the related Award, as provided in Section 14 hereof.

“Rule 16b-3” means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time and any successor statute.

“SAR” means a stock appreciation right awarded under Section 13 and subject to the terms and conditions contained therein.

“Share Reserve” is defined in Section 4(a) of the Plan.

“Subsidiary” means any corporation or other entity (other than the Company) in an unbroken chain of corporations (or other entities) beginning with the Company if, at the time of the granting of an Award, each of the corporations (or other entities) other than the last corporation (or other entity) in the unbroken chain owns stock possessing 50 percent or more of the total combined voting power of all classes of interests in one of the other entities in such chain. Notwithstanding the foregoing, in the case of an Incentive Stock Option, “Subsidiary” means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

“Substitute Award” means an Award granted under the Plan upon the assumption of, or in substitution for, outstanding equity awards previously granted by a company or other entity in connection with a corporate transaction, such as a merger, combination, consolidation or acquisition of property or stock; provided, however, that in no event shall the term “Substitute Award” be construed to refer to an award made in connection with the cancellation and repricing of an Option or SAR.

“Ten Percent Stockholder” means an individual who on any given date owns, either directly or indirectly (taking into account the attribution rules contained in Section 424(d) of the Code), stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Affiliate.

“Termination of Consulting Relationship” means the cessation, abridgment or termination of a Consultant’s Consulting Relationship with the Company or any Affiliate as a result of (i) the Consultant’s death, Disability or resignation, (ii) the cancellation, annulment, expiration, termination or breach of the written consulting contract between the Company (or any Affiliate) and the Consultant (or any other entity) giving rise to the Consulting Relationship or (iii) if the written consulting contract is not directly between the Company (or any Affiliate) and the Consultant, the Consultant’s termination of service with, or sale of all or substantially all of his equity interest in, the entity which has entered into the written consulting contract with the Company or Affiliate.

3. Administration of the Plan.

(a) General. The Committee shall have the power and authority to prescribe, amend and rescind rules and procedures governing the administration of this Plan, including, but not limited to, the full power and authority to (i) determine and designate from time to time those

eligible individuals to whom Awards are to be made and the number of shares subject to each such Award; (ii) determine the Period of Restriction, if any, applicable to an Award; (iii) determine the time or times when, and the manner and conditions upon which, each Award shall vest or become exercisable and the duration of such exercise period, if applicable; (iv) determine or impose other conditions to the receipt of shares of Common Stock subject to an Award under the Plan, as it may deem appropriate, including but not limited to, cash payments; (v) interpret the terms of the Plan, the terms of any Award Agreement under the Plan and the rules of procedures established by the Committee governing any such Awards; (vi) determine the rights of any Person under the Plan or the meaning of requirements imposed by the terms of the Plan or any rule or procedure established by the Committee; (vii) correct any defect or omission or reconcile any inconsistency in the Plan or in any Award Agreement hereunder; (viii) establish sub plans under the Plan, containing such limitations and other terms and conditions as the Committee determines are necessary or desirable, for the purpose of satisfying blue sky, securities, tax, or other laws of various jurisdictions in which the Company intends to grant Awards or qualifying for favorable tax treatment under applicable foreign laws, and (ix) make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Plan. Each action of the Committee shall be final, binding, conclusive and non-appealable on all Persons.

(b) Composition of the Committee. If the Plan is not intended to comply with Rule 16b-3, the Plan shall be administered by the Board or a Committee consisting of two or more directors appointed to such committee from time to time by the Board. The Board shall have discretion to determine whether or not it intends to comply with the exemption requirements of Rule 16b-3. However, if the Board intends to satisfy such exemption requirements, with respect to Awards to any insider subject to Section 16 of the Exchange Act, the Committee shall be a compensation committee of the Board that at all times consists solely of two or more Non-Employee Directors. Within the scope of such authority, the Board or the Committee may delegate to a committee of one or more members of the Board who are not Non-Employee Directors the authority to grant Awards to eligible persons who are not then subject to Section 16 of the Exchange Act.

(c) Decisions Binding. The Committee's interpretation of the Plan, any Awards granted pursuant to the Plan and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all persons. Any dispute regarding the interpretation of the Plan or any Award shall be submitted by the Participant or the Company to the Committee for review. The resolution of such a dispute by the Committee shall be final, binding and conclusive on the Company and the Participant.

(d) Indemnification of the Committee. The Company shall bear all expenses of administering the Plan. The Company shall indemnify and hold harmless each person who is or shall have been a member of the Committee acting as administrator of the Plan, or any agent or person appointed or delegated by the Committee to perform any of its duties, against and from any cost, liability, loss or expense that may be imposed upon or reasonably incurred by such person in connection with or resulting from any action, claim, suit or proceeding to which such person may be a party or in which such person may be involved by reason of any action taken or not taken under the Plan and against and from any and all amounts paid by such person in settlement thereof, with the Company's approval, or paid by such person in satisfaction of any judgment in any such action, suit or proceeding against such person, provided he or she shall give the Company an

opportunity, at its own expense, to handle and defend the same before he undertakes to handle and defend it on his own behalf. Notwithstanding the foregoing, the Company shall not indemnify and hold harmless any such person if Applicable Law or the Company's Certificate of Incorporation or bylaws prohibit such indemnification. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation, bylaws or any agreement, as a matter of law or otherwise, or under any other power that the Company may have to indemnify or hold harmless such person. The provisions of the foregoing indemnity shall survive indefinitely the term of the Plan.

4. Shares of Stock Subject to the Plan.

(a) Subject to the provisions of Section 19(a), the maximum aggregate number of Shares that may be issued under the Plan is One Million Two Hundred Forty Six Thousand Seven Hundred Fifty Three (1,246,753) Shares (the "**Share Reserve**"), all of which shares may be issued under the Plan pursuant to Incentive Stock Options. Shares of Common Stock underlying Awards and shares of Common Stock directly awarded hereunder (whether or not on a restricted basis) shall be counted against the limitation set forth in the immediately preceding sentence and may be reused to the extent that the related Award to any individual is settled in cash, expires, is terminated unexercised, or is forfeited. With respect to Awards that shall or may be settled in cash, only Shares actually issued pursuant to such Awards will cease to be available under the Plan; all remaining shares under such Awards will remain available for future grant under the Plan. To the extent that an SAR related to an Option is exercised, such Option shall be deemed to have been exercised and vice versa. Common Stock granted to satisfy Plan Awards under the Plan may be authorized and unissued shares of the Common Stock, issued shares of such Common Stock held in the Company's treasury or shares of Common Stock acquired on the open market. Notwithstanding the foregoing, subject to the provisions of Section 19 below, in no event shall the maximum aggregate number of Shares that may be issued under the Plan pursuant to Incentive Stock Options exceed the number set forth in the first sentence of this Section 4(a) plus, to the extent allowable under Section 422 of the Code and the Treasury Regulations promulgated there under, any Shares that again become available for issuance pursuant to the remaining provisions of this Section 4(a).

(b) Any shares of Common Stock reserved, but not subject to an outstanding equity-based award, under any prior equity incentive plan of the Company that was terminated as of the Effective Date (each, a "Prior Plan") shall be part of, and not in addition to, the shares of Common Stock included in the Share Reserve. In light of the adoption of this Plan, no further awards shall be made under a Prior Plan after the Effective Date.

(c) To the extent permitted by Applicable Law, Substitute Awards shall not reduce the number of shares of Common Stock authorized for grant under the Plan. Additionally, in the event that an entity acquired by the Company or any Affiliate or with which the Company or any Affiliate combines has shares available under a pre-existing plan approved by stockholders or equity holders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of Common Stock of the entities party to such acquisition or combination) may be used for Awards under the Plan

and shall not reduce the number of shares of Common Stock authorized for grant under the Plan; provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not employed by or providing services to the Company or its Affiliates immediately prior to such acquisition or combination.

5. Option Awards.

(a) An Award of an Option shall be evidenced by an Award Agreement. Award Agreements shall conform to the requirements of the Plan and may contain such other provisions as the Committee shall deem advisable. Each Award under which Incentive Stock Options are granted shall provide that to the extent the sum of (i) the Fair Market Value of the shares of Common Stock (determined as of the date of the grant of the Option) subject to such Incentive Stock Option plus (ii) the Fair Market Values (determined as of the date(s) of grant of the option(s)) of all other shares of Common Stock subject to Incentive Stock Options granted to a Participant by the Company or any Affiliate, which are exercisable for the first time by any such person during any calendar year, exceed(s) one hundred thousand dollars (\$100,000), such excess shares of Common Stock shall not be deemed to be purchasable pursuant to Incentive Stock Options. The terms of the immediately preceding sentence shall be applied by taking all options, whether or not granted under the Plan, into account in the order in which they are granted.

(b) The Committee shall establish the term of each Option, as set forth in the Award Agreement; provided that in no event shall (i) an Incentive Stock Option be granted to an individual who is not an Employee, provided that Employees of an Affiliate shall not be eligible for the grant of Incentive Stock Options unless such entity is classified as a “disregarded entity” of the Company or the applicable Subsidiary under the Code and such Employees are treated as employees of the Company or applicable Subsidiary for purposes of Section 3401(c) of the Code, and (ii) any Option have a term greater than ten (10) years from the Grant Date (except that the term of an Incentive Stock Option granted to a Ten Percent Stockholder shall be no more than five (5) years from the Grant Date). Unless earlier expired, forfeited or otherwise terminated, each Option shall expire in its entirety on the day after the last day of its term. Each Option shall also expire, be forfeited and terminate at such times and in such circumstances as otherwise provided hereunder or under the applicable Award Agreement. The Company shall have no liability to a Participant, or to any other party, if an Option (or any part thereof) which is intended to be an Incentive Stock Option is not an Incentive Stock Option.

6. Option Price. The Exercise Price for any Option shall not be less than one hundred percent (100%) (or one hundred ten percent (110%) in the case of an Incentive Stock Option granted to a Ten Percent Stockholder) of the Fair Market Value of a share of Common Stock on the Grant Date of such Option. Notwithstanding the foregoing, but subject to the requirements of Sections 409A and 424 of the Code, in the case of an Option that is a Substitute Award, the exercise price per share of the shares of Common Stock subject to such Option may be less than the Fair Market Value per share on the date of grant of the Substitute Award; provided that the excess of: (i) the aggregate Fair Market Value (as of the date such Substitute Award is granted) of the shares of Common Stock subject to the Substitute Award, over (ii) the aggregate exercise price thereof does not exceed the excess of: (x) the aggregate Fair Market Value (as of the time immediately preceding the transaction giving rise to the Substitute Award, such Fair Market Value to be

determined by the Committee) of the shares of the predecessor entity that were subject to the grant assumed or substituted for by the Company, over (y) the aggregate exercise price of such shares pursuant to the option of the acquired company or other entity for which the Substitute Award substitutes.

7. Terms of Options; Vesting and Exercisability Options.

(a) The Award Agreement shall specify the term of the Option and the conditions under which the Option or any Option Shares may be forfeited to the Company. The Committee may, in its sole discretion, modify (in a manner not materially adverse to the Participant) or accelerate the vesting of an Option and Option Shares.

(b) Options and Option Shares shall vest as provided in the Award Agreement. The Committee may condition the vesting upon the passage of time (subject to the Participant's Continuous Service) or on the achievement of one or more Performance Goals that are established by the Committee and set forth in the Award Agreement. The Committee may also provide in an Award Agreement that the vesting of the Option and Option Shares shall be accelerated in certain circumstances stated therein.

(c) Unless specifically provided otherwise in an Award Agreement,

(i) upon a termination of a Participant's Continuous Service with the Company (and all of its Parents, Subsidiaries and Affiliates) due to the Participant's death or Disability, the Participant (or his or her successors or assigns, as applicable) shall have the termination date of the applicable Award Agreement as set forth in Section 5(b).

(ii) upon a termination of a Participant's Continuous Service with the Company (and all of its Parents, Subsidiaries and Affiliates) for Cause, all unexercised Options (or portions thereof), whether or not vested, shall be forfeited with no further compensation due to the Participant; and

(iii) upon a termination of a Participant's Continuous Service with the Company (and all of its Parents, Subsidiaries and Affiliates) for any reason other than death, Disability or Cause, the Participant (i) shall forfeit all Options (or portions thereof) and Option Shares which have not vested, and (ii) shall have until the earlier of (x) the termination date of such Award Agreement as set forth in Section 5(b) above or (y) twelve (12) months following the date of such termination to exercise any vested options (or portions thereof).

(d) Subject to the provisions of Section 409A of the Code, an Award Agreement may, but need not, include a provision whereby the Participant may elect at any time to exercise an Option as to part or all of the Option Shares prior to the full vesting of such Option. Any Option Shares so purchased shall be Restricted Stock as described in Section 10 and (i) shall vest in accordance with the vesting schedule otherwise applicable to such Option, (ii) shall be subject to repurchase rights in favor of the Company as described in the Award Agreement and (iii) shall be subject to any other restrictions the Committee determines to be appropriate, including, without limitation, Section 17 hereof.

(e) Without limiting the scope of the Committee's discretion hereunder, the Committee may impose such other restrictions on the exercise of Options as it may deem necessary or appropriate.

8. Exercise of Options; Payment.

(a) Notice of Exercise. Subject to vesting and other restrictions provided for hereunder or otherwise imposed in accordance herewith, an Option may be exercised, and payment in full of the aggregate Exercise Price made, by a Participant only by written notice (in the form prescribed by the Committee) to the Company specifying the number of shares to be purchased.

(b) Form of Payment.

(i) The aggregate Exercise Price shall be paid in full upon the exercise of the Option. Payment must be made by one of the following methods: (i) cash or a personal, certified or bank cashier's check, or bank wire; (ii) if approved by the Committee in its sole discretion, shares of previously owned shares of Common Stock having an aggregate Fair Market Value on the date of exercise equal to the aggregate Exercise Price; (iii) if approved by the Committee in its sole discretion, through the withholding by the Company of shares of Common Stock otherwise to be received, with such withheld shares of Common Stock having an aggregate Fair Market Value on the date of exercise equal to the aggregate Exercise Price; (iv) by any combination of such methods of payment or any other method acceptable to the Committee in its sole discretion; or (v) any other method approved by the Committee.

(ii) Except in the case of Options exercised by check, the Committee may impose limitations and prohibitions on the exercise of Options as it deems appropriate, including, without limitation, any limitation or prohibition designed to avoid accounting consequences which may result from the use of shares of Common Stock as payment of the Exercise Price. Any fractional shares resulting from a Participant's election that is accepted by the Company shall be paid in cash.

9. Disqualifying Disposition of an Incentive Stock Option. If shares of Common Stock acquired upon the exercise of an Incentive Stock Option are disposed of by a Participant prior to the expiration of (i) two years from the Grant Date of such Option or (ii) one year from the date of the transfer of shares to the Participant pursuant to the exercise of such Option, or in any other "disqualifying disposition" within the meaning of Section 422 of the Code, such Participant shall notify the Company in writing as soon as practicable thereafter of the date and terms of such disposition and, if the Company (or any Parent, Subsidiary or Affiliate thereof) thereupon has a tax withholding obligation, shall pay to the Company (or such Parent, Subsidiary or Affiliate) an amount equal to any withholding tax the Company (or such Parent, Subsidiary or Affiliate) is required to pay as a result of the disqualifying disposition.

10. Restricted Stock Awards.

(a) An Award of Restricted Stock shall be evidenced by an Award Agreement. Award Agreements shall conform to the requirements of the Plan and may contain such other provisions as the Committee shall deem advisable.

(b) An Award Agreement with respect to Restricted Stock shall specify (i) the number of shares of Common Stock subject to the Award, (ii) the Period of Restriction applicable to the Award, (iii) the events that will give rise to a forfeiture of the Award and (iv) the Performance Goal(s), if any, that must be achieved in order for the restrictions to be removed from the Award.

(c) Unless otherwise stated in the applicable Award Agreement, during the Period of Restriction, the Participant shall have the right to receive, with respect to the Participant's Restricted Stock, dividends declared by the Company on its Common Stock and the Participant agrees to comply with Section 20 hereof.

(d) Restricted Stock shall be subject to repurchase rights in favor of the Company if so provided in an Award Agreement. Restricted Stock acquired by a Participant upon the exercise of an Option (i) shall vest in accordance with the vesting schedule otherwise applicable to the Option, (ii) shall be subject to the repurchase rights in favor of the Company set forth in the applicable Award Agreement) and (iii) shall be subject to any other restrictions the Committee reasonably determines to be appropriate, including, without limitation, Section 17 hereof.

11. Vesting of Restricted Stock. Restricted Stock shall vest as provided in the applicable Award Agreement. The Committee may condition the vesting upon the passage of a period of time (subject to the Participant's Continuous Service with the Company or its Parents, Subsidiaries and/or Affiliates) and/or on the achievement of one or more Performance Goals or such other factors established by the Committee and set forth in the Award Agreement. The Committee may also provide in an Award Agreement that the vesting of Restricted Stock shall be accelerated in certain circumstances stated therein.

12. Common Stock Awards.

(a) An Award of unrestricted shares of Common Stock shall be evidenced by an Award Agreement. Award Agreements shall conform to the requirements of the Plan and may contain such other provisions as the Committee shall deem advisable, including, but not limited to, the requirement of a cash payment by the Participant in exchange for such Award.

(b) An Award Agreement with respect to shares of Common Stock shall specify (i) the number of shares of Common Stock subject to the Award, (ii) the payment required for such Award, if any, and (iii) if applicable, the events that will give rise to a forfeiture of the Award.

(c) Shares of Common Stock acquired by a Participant pursuant to an Award shall (i) if specified in the applicable Award Agreement, be subject to repurchase rights in favor of the Company, and (ii) be subject to any other restrictions the Committee reasonably determines to be appropriate, including, without limitation Section 17 hereof. A Participant shall have the right to receive, with respect to such Participant's shares of Common Stock received pursuant to an Award under this Section 12, dividends declared by the Company on its shares of Common Stock.

13. Stock Appreciation Rights. The Committee may grant SARs under the Plan, which shall be evidenced by Award Agreements in such form as the Committee shall from time to time approve. SARs shall comply with and be subject to the following terms and conditions:

(a) Benefits Upon Exercise.

(i) A SAR shall entitle the Participant to receive a payment equal to the excess of the Fair Market Value of the shares of Common Stock covered by the SAR on the dates described in the applicable Award Agreement over the base amount of the SAR. Such payment may be in cash, in shares of Common Stock, Restricted Stock or any combination, as the Committee shall determine in the Award Agreement. A SAR may be granted in tandem with all or a portion of a related Option under the Plan (“Tandem SAR”), or may be granted separately (“Freestanding SAR”). A Tandem SAR may be granted either at the time of the grant of the Option or at any time thereafter during the term of the Option and shall be exercisable only to the extent that the related Option is exercisable.

(ii) Upon exercise of a Tandem SAR as to some or all of the shares of Common Stock covered by the Award, the related Option shall be canceled automatically to the extent of the number of shares of Common Stock covered by such exercise, and such shares shall no longer be available for purchase under the Option. Conversely, if the related Option is exercised as to some or all of the Option Shares, the related Tandem SAR, if any, shall be canceled automatically to the extent of the number of Option Shares covered by such exercise.

(b) Base Price. The base price of a Tandem SAR shall be the Exercise Price of the related Option. The base price of a Freestanding SAR shall be determined by the Committee at the time of the Award of such SAR but shall be not less than one hundred (100%) of the Fair Market Value of the Common Stock on the Grant Date of the Freestanding SAR. If a SAR is not granted in tandem with an Option, then the base price of the SAR shall be no less than the Fair Market Value of a share of Common Stock on the Grant Date of such SAR.

(c) Other Restrictions. Unless otherwise provided in the applicable Award Agreement, SARs shall generally be subject to the same terms, conditions and limitations applicable to Options granted hereunder.

14. Restricted Stock Units.

(a) The Committee shall have the authority to grant Restricted Stock Units either separately or in combination with other Plan Awards. The terms and conditions of Restricted Stock Units shall be determined from time to time by the Committee, without limitation, except as otherwise provided in the Plan.

(b) Each such Award shall be granted for services rendered or to be rendered; provided, however, that, with regard to Common Stock-based Awards, the value of such services performed must equal or exceed the par value of such shares of Common Stock to be granted to the Participant.

(c) The duration of the performance or restricted period and the condition or conditions upon which (i) such restrictions will lapse (and upon which the restricted period will end), (ii) the performance goals will be deemed to have been satisfied and (iii) such Awards will be paid or distributed shall, except as otherwise provided herein, be determined by the Committee at the time each such grant is made and will be set forth under the subject Award Agreement. More

than one grant may be outstanding at any one time, and performance or restricted periods may be of different lengths.

(d) The Committee may grant one or more Restricted Stock Units to a Participant. Such Restricted Stock Units shall vest pursuant to the vesting schedule set forth in the related Award Agreement and the shares of Common Stock underlying vested Restricted Stock Units will be distributed to the Participant on the date(s), or upon the event(s), set forth in the related Award Agreement in the amount of one share of Common Stock for each vested Restricted Stock Unit. At the time of distribution, a stock certificate for such number of shares of Common Stock shall be delivered to the Participant free of all restrictions (except any restrictions that may be imposed (i) under the Award Agreement, (ii) by Applicable Law, or (iii) by any applicable agreement).

(e) The Committee may provide that amounts equivalent to dividends, distributions or interest shall be payable with respect to Restricted Stock Units held in the Participant's performance account. Such amounts shall be credited to the performance account and shall be payable to the Participant in cash or in Common Stock, as set forth under the terms of the subject Plan Award, at such time as the Restricted Stock Units are earned. The Committee further may provide that amounts equivalent to interest, dividends or distributions held in the performance accounts shall be credited to such accounts on a periodic or other basis.

(f) The vesting of an Award granted under this Section 14 shall be determined as set forth in any agreement executed by the Company and such Participant hereunder. Except as otherwise may be provided in, and only with respect to, a particular Award, if the Participant incurs a termination of Continuous Service for Cause, all Awards granted under this Section 14 and subject to restrictions shall be immediately forfeited.

15. Restrictions on Transfer; Company Purchase.

(a) Except as provided below or as permitted by Applicable Law pursuant to a DRO, no Participant shall sell, transfer, assign, pledge, donate or otherwise dispose of (including any transfer by operation of law or involuntary transfer) Awards of Management Securities acquired pursuant to this Plan or any interest therein, for any reason during the Participant's lifetime, and any attempt to do so shall be void and the relevant Award shall be forfeited. The Committee may grant Management Securities (except Incentive Stock Options) that are transferable by the Participant during his or her lifetime, but such Management Securities shall be transferable only to the extent permitted under Applicable Law (including Rule 701 under the Securities Act) and as specifically provided in such Participant's Award Agreement. The transferee of the Participant shall, in all cases, be subject to the provisions of the Award Agreement and the terms and conditions of this Plan.

(b) No Participant shall sell, transfer, assign, pledge, donate or otherwise dispose of (including any transfer by operation of law or involuntary transfer) Management Securities, or any interest therein, except as expressly provided herein. Any transfer or attempted transfer of such Management Securities in violation of any provision of this Plan or the applicable Award Agreement shall be null and void and of no force and effect, and the purported transferee shall have no rights or privileges in or with respect to the Company or its capital stock.

(c) Notwithstanding Section 15(a) and Section 15(b) of the Plan, an Option may be exercised by a Participant's legal representative, and Management Securities may be transferred by will or pursuant to the laws of descent and distribution to a beneficiary approved by the Company.

(d) Each Participant and his, her or its Permitted Transferees (as such term is defined in Section 17(c), below) will be required to represent that (i) any Restricted Stock (whether or not vested) and (ii) any shares of Common Stock acquired pursuant to the Plan, including Option Shares (hereinafter, "Covered Shares"), are held solely for the Participant or his, her or its Permitted Transferee's own account and not on the behalf of another Person(s). The Participant and his, her or its Permitted Transferees will be required to acknowledge that federal, state and/or foreign securities laws govern and restrict the Participant's or his, her or its Permitted Transferee's right to offer, sell or otherwise dispose of the Covered Shares unless such offer, sale or other disposition thereof is registered under the Securities Act and all other applicable federal, state and foreign securities laws or, in the opinion of the Company's counsel, such offer, sale or other disposition is exempt from registration thereunder. The Participant and his, her or its Permitted Transferees will be required to agree not to offer, sell or otherwise dispose of the Covered Shares in any manner which would: (i) require the Company to file any registration statement (or similar filing under applicable securities law) with the SEC or to amend or supplement any such filing or (ii) violate or cause the Company to violate the Securities Act, the rules and regulations promulgated thereunder or any other applicable federal, state or foreign securities law. The Participant and his, her or its Permitted Transferees will be required to acknowledge that the certificates for any Covered Shares will bear the legend set forth herein or such other legends as the Company deems necessary or desirable in connection with the Securities Act or any other applicable rules, regulations or laws. This Section 15(d) shall terminate upon the occurrence of an Initial Public Offering or Direct Listing.

16. Securities Law Compliance.

(a) General. No shares of Common Stock shall be purchased or sold pursuant to any Award unless and until (a) any then applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel and (b) if required to do so by the Company, the Participant has executed and delivered to the Company a letter of investment intent in such form and containing such provisions as the Committee may require.

(b) Section 16. It is the intent of the Company that the Plan satisfy, and be interpreted in a manner that satisfies, the applicable requirements of Rule 16b-3 as promulgated under Section 16 of the Exchange Act so that Participants will be entitled to the benefit of Rule 16b-3, or any other rule promulgated under Section 16 of the Exchange Act, and will not be subject to short-swing liability under Section 16 of the Exchange Act. Accordingly, if the operation of any provision of the Plan would conflict with the intent expressed in this Section 16(b), such provision to the extent possible shall be interpreted and/or deemed amended so as to avoid such conflict.

(c) Rule 701. Although this Plan is intended to be a written compensatory benefit plan within the meaning of Rule 701 promulgated under the Securities Act, grants may be

made pursuant to this Plan that do not qualify for exemption under Rule 701. In the event that a grant of an Award is intended to qualify for such exemption, and any provision of the Plan would cause such Award not to qualify for such exemption, the Plan shall be deemed automatically amended to the extent necessary to cause all such Awards granted under the Plan to qualify for the exemption. An Award will not be effective unless such Award is in compliance with all applicable federal and state securities laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the shares of Common Stock may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation to issue or deliver certificates for shares of Common Stock under this Plan prior to (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable, and/or (b) compliance with any exemption, completion of any registration or other qualification of such shares of Common Stock under any state or federal law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no obligation to register the shares of Common Stock with the SEC or to effect compliance with the exemption, registration, qualification or listing requirements of any state securities laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure so do.

17. Covenants.

(a) Equity Agreements; Joinder. The Committee may require that a Participant (or any other Person with an interest in Common Stock issued or distributed pursuant to the Plan, including, but not limited to, a Permitted Transferee) execute a stockholders' or voting or similar agreement (each a "Company Equity Agreement") with such terms as the Committee deems appropriate, with respect to any Common Stock issued or distributed pursuant to the Plan. In the event of any inconsistency or conflict between this Section 17 and the terms of any such Company Equity Agreement which applies to any Common Stock issued or distributed pursuant to the Plan, the terms of such Company Equity Agreement shall govern. Upon being granted an Award under the Plan, each Participant shall execute any additional documents the Committee deems necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on such Participant pursuant to the terms of the Plan and the applicable Award Agreement.

(b) Right of First Refusal. Any Participant who wishes to transfer, encumber, hypothecate, assign, or otherwise dispose of (other than (i) to a Permitted Transferee (as hereinafter defined), or (ii) to the Company) all or any part of such Participant's Management Securities (any Participant who wishes to transfer any Management Securities is hereinafter referred to as an "Offeror") shall first submit a written offer (the "Offer Notice") to sell such Management Securities to the Company at the same price per share and upon the same terms and conditions offered by a bona fide prospective purchaser of such Management Securities; provided that if any consideration to be received by the Offeror for the Management Securities is property other than cash, the price per Management Security shall be determined using the fair market value of such property (as determined by the Board in good faith). The Company shall be entitled to freely assign its rights as an offeree described in this Section 17(b) to one or more parties that it may designate. The Offer Notice shall contain the name of the prospective purchaser of the Management Securities, the number of Management Securities which the Offeror intends to transfer to such prospective purchaser (the "Offered Shares"), the price per Management Security

and any and all other known terms of the prospective transfer. The Offer Notice shall continue to be a binding offer to sell all or any portion of the Offered Shares until the earlier of: (i) the Company's written rejection of such offer or (ii) the date that is thirty (30) days after the Company's receipt of the Offer Notice. The closing of the purchase of any Offered Shares by the Company and/or its assignees shall take place, and all payments from the Company shall have been delivered to the Offeror, by the later of (i) the date specified in the Offer Notice as the intended date of the proposed transfer and (ii) sixty (60) days after delivery of the Offer Notice. Subject to applicable federal and state securities laws, if the Company and/or its assignees shall fail to purchase all of the Offered Shares, then the Offeror may sell or otherwise dispose of the Offered Shares that were not so purchased to the proposed transferee on the terms and conditions specified in the Offer Notice within thirty (30) days following the expiration of the right of first refusal set forth in this Section 17(b). If the Offered Shares are not sold or otherwise disposed of by the Offeror during such thirty (30) day period, the Offered Shares will again be subject to the restrictions of this Agreement. The Offeror may not transfer any Offered Shares to any prospective purchaser unless such prospective purchaser agrees to comply with the terms of the Plan (including, without limitation, this Section 17 and the right of first refusal set forth herein) and the applicable Award Agreement and executes any documents requested by the Company agreeing to be bound by the terms and conditions of the Plan and such Award Agreement. This Section 17(b) shall terminate upon the closing of an Initial Public Offering or Direct Listing.

(c) Permitted Transfers. Notwithstanding anything to the contrary herein, unless otherwise provided in an Award Agreement, a Participant that is (i) a natural person may transfer any Management Securities (other than an Incentive Stock Option) to such Participant's (A) spouse, child (natural or adopted), or any other direct lineal descendant of such Participant (or his or her spouse) (all of the foregoing collectively referred to as "Family Members"), or any other relative approved by the Board, or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by, such Participant or any such Family Members or (B) the heirs, executors, administrators or personal representatives upon the death of such individual or upon the incompetency or disability of such individual for purposes of the protection and management of such individual's assets and (ii) not a natural person, may transfer any Management Securities to such Participant's (A) partners, stockholders or members of the Participant, as applicable or (B) any other entity, directly or indirectly, controlled by such Participant (such Persons and the Persons described in Section 17(c) are referred to in this Plan as "Permitted Transferees") without complying with Section 17(b); provided that a Participant shall deliver prior written notice to the Company of any such transfer to a Permitted Transferee and such Management Securities shall at all times remain subject to the terms and restrictions set forth in the Plan (including, without limitation, this Section 17) and the applicable Award Agreement (including the applicability of any repurchase option or forfeiture provision, if the transferring Participant ceases to provide services to the Company and its Parents, Subsidiaries and Affiliates). No Person shall be a Permitted Transferee unless (i) the transfer complies with Section 14, (ii) the transferor receives no consideration for such transfer and (iii) such transferee executes any and all applicable documents agreeing to be bound by the terms and conditions of the Plan. A Permitted Transferee shall not be able to transfer any Management Securities to any Person other than the Participant who or which initially transferred the Management Securities to him, her or it without first complying with Section 17(b).

(d) Notwithstanding the foregoing, an Award Agreement may expressly provide for other transfer restrictions which may either supersede or supplement Section 17(b) and/or Section 17(c) as set forth in such Award Agreement (if applicable).

18. Legends. Prior to the occurrence of an Initial Public Offering or Direct Listing, certificates representing Management Securities awarded under the Plan shall bear the following legend (in addition to any such legends as the Company deems necessary or desirable to comply with the Securities Act or any other applicable rules, regulations or laws); provided, however, that the Company's failure to cause certificates to bear such legends shall not affect the Company's rights hereunder:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR THE DELIVERY TO THE ISSUER OF AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE ISSUER, THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE PRYTANIA MEDIA CORP. 2023 EQUITY INCENTIVE PLAN, AS AMENDED FROM TIME TO TIME, COPIES OF WHICH ARE ON FILE AT THE PRINCIPAL OFFICE OF THE ISSUER AND AN AWARD AGREEMENT BETWEEN THE ISSUER AND A PARTICIPANT IN SUCH PLAN. THE SALE, TRANSFER, ASSIGNMENT OR OTHER DISPOSITION OF THE SECURITIES IS SUBJECT TO THE TERMS OF SUCH PLAN AND AWARD AGREEMENT AND THE SECURITIES ARE TRANSFERABLE OR OTHERWISE DISPOSABLE ONLY UPON PROOF OF COMPLIANCE THEREWITH.

19. Adjustment for Changes in Common Stock, Mergers, Certain Other Transactions.

(a) Subject to any action required under Applicable Laws by the holders of capital stock of the Company, (i) the numbers and class of shares of the Company or other stock or securities: (x) available for future Awards under Section 4 above and (y) covered by each outstanding Award, (ii) the exercise price per share of Common Stock of each such outstanding Option, and (iii) any repurchase price per share applicable to shares of Common Stock issued pursuant to any Award, shall be automatically proportionately adjusted in the event of a stock split, reverse stock split, stock dividend, combination, consolidation, reclassification of the Shares or subdivision of the Common Stock. In the event of any increase or decrease in the number of issued Shares effected without receipt of consideration by the Company, a declaration of an extraordinary dividend with respect to the shares of Common Stock payable in a form other than shares of Common Stock in an amount that has a material effect on the Fair Market Value, a recapitalization (including a recapitalization through a large nonrecurring cash dividend), a rights offering, a reorganization, merger, a spin-off, split-up, change in corporate structure or a similar occurrence, the Committee shall make appropriate adjustments, in its discretion, in one or more of (i) the

numbers and class of shares of Common Stock or other stock or securities: (x) available for future Awards under Section 4 above and (y) covered by each outstanding Award, (ii) the exercise price per share of each outstanding Option and (iii) any repurchase price per share applicable to shares of Common Stock issued pursuant to any Award, and any such adjustment by the Committee shall be made in the Committee's sole and absolute discretion and shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Award. If, by reason of a transaction described in this Section 19(a) or an adjustment pursuant to this Section 19(a), a Participant's Award agreement or agreement related to any shares of Common Stock subject to an Award covers additional or different shares of stock or securities, then such additional or different shares, and the Award agreement or agreement related to such shares of Common Stock in respect thereof, shall be subject to all of the terms, conditions and restrictions which were applicable to the Award and shares of Common Stock subject thereto prior to such adjustment.

(b) In the event of (i) a transfer of all or substantially all of the Company's assets, (ii) a merger, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, entity or person, or (iii) the consummation of a transaction, or series of related transactions, in which any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of more than 50% of the Company's then outstanding capital stock (each, a "Corporate Transaction"), each outstanding Award (vested or unvested) will be treated as the Committee determines (subject to the last sentence of this paragraph), which determination may be made without the consent of any Participant and need not treat all outstanding Awards (or portion thereof) in an identical manner. Such determination, without the consent of any Participant, may dispose of Awards that are not vested as of the effective date of such Corporate Transaction in any manner permitted by Applicable Laws, including (without limitation) the cancellation of such Awards without the payment of any consideration. Without limiting the foregoing, such determination, without the consent of any Participant, may provide for one or more of the following with respect to Awards that are vested and exercisable as of the effective date of such Corporate Transaction: (A) the continuation of such outstanding Awards by the Company (if the Company is the surviving corporation); (B) the assumption of such outstanding Awards by the surviving corporation or its parent; (C) the substitution by the surviving corporation or its parent of new options or equity awards for such Awards; (D) the cancellation of such Awards and a payment to the Participants equal to the excess of (1) the Fair Market Value of the Shares subject to such Awards as of the closing date of such Corporate Transaction over (2) the exercise price or purchase price for the Shares to be issued pursuant to the exercise of such Awards (such payment shall be made in the form of cash, cash equivalents and/or securities of the surviving corporation or its parent with a Fair Market Value equal to the required amount; if the exercise price or purchase price per Share of the Shares to be issued pursuant to the exercise of such Awards exceeds the Fair Market Value per Share of such Shares, as of the closing date of the Corporate Transaction, then such Awards may be cancelled without making a payment to the Participants); (E) termination of any right the Participant has to exercise an Option prior to vesting in the shares subject to the Option (i.e., "early exercise"), such that following the closing of the transaction the Option may only be exercised to the extent it is vested; and/or (E) the cancellation of such Awards for no consideration. In addition, in the sole and absolute discretion of the Committee, but subject to the provisions of Applicable

Law, an Award Agreement may provide that in the event of a Corporate Transaction, shares obtained pursuant to this Plan shall be subject to certain rights and obligations, which include but are not limited to the following: (w) the obligation to vote all such shares in favor of such Corporate Transaction, whether by vote at a meeting of the Company's stockholders or by written consent of such stockholders; (x) the obligation to sell or exchange all such shares and all rights to acquire shares, under this Plan pursuant to the terms and conditions of such Corporate Transaction; (y) the right to transfer less than all but not all of such Shares pursuant to the terms and conditions of such Corporate Transaction, and (z) the obligation to execute all documents and take any other action reasonably requested by the Company to facilitate the consummation of such Corporate Transaction.

For purposes of Section 19(b) above, any references to "Options" shall include "SARs"

(c) In the event of the dissolution or liquidation of the Company, each Award will terminate immediately prior to the consummation of such action, unless otherwise determined by the Committee.

(d) The existence of the Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger or consolidation of the Company or any Affiliate, (iii) any issuance of bonds, debentures, preferred or prior preference stock ahead of or affecting the Common Stock, (iv) the dissolution or liquidation of the Company or any Affiliate, (v) any sale or transfer of all or part of the assets or business of the Company or any Affiliate or (vi) any other corporate act or proceeding.

20. Taxes. The Company shall be entitled, if necessary or desirable, to withhold, (or secure payment from the Participant in lieu of withholding) using and permitting any means the Committee deems appropriate, the amount of any withholding or other tax due from the Company or any Parent, Subsidiary or Affiliate with respect to shares subject to issuance under this Plan, and the Company may defer such issuance unless indemnified to the Board's satisfaction. In any event, each Participant shall be required to indemnify the Company and its Parents, Subsidiaries and Affiliates and hold them harmless for any and all withholding and similar tax obligations arising as a result of the grant of Awards hereunder.

21. Termination and Amendment. The Committee at any time may suspend or terminate this Plan or make such additions or amendments to this Plan or any Award Agreement (including the form(s) thereof) as it deems advisable; provided that, subject to the other provisions hereof, the Committee may not change any of the terms of an Award Agreement in a manner which would have a material adverse effect on the Participant without the Participant's approval, unless such amendment is required by Applicable Law or permitted by Section 19 of the Plan; and provided further, that the Board will not, without the approval of the stockholders of the Company, amend this Plan in any manner that requires such stockholder approval pursuant to the Code or the regulations promulgated under the Code as such provisions apply to Incentive Stock Options. No Awards shall be granted hereunder after the ten (10) year anniversary of the earlier of Board and/or stockholder approval of this Plan.

22. Purchaser Representative. If the Company or any Participant enters into any negotiation or transaction for which Rule 506 (or any similar rule then in effect) under the Securities Act may be available with respect to such negotiation or transaction (including a merger, consolidation or other reorganization) each of the Participants will, at the request of the Company, appoint a purchaser representative (as such term is defined in Rule 501(h) under the Securities Act) reasonably acceptable to the Company. If each of the Participants appoints the purchaser representative designated by the Company, the Company will pay the fees of such purchaser representative, but if a Participant declines to appoint the purchaser representative designated by the Company, such Participant will appoint another purchaser representative (reasonably acceptable to the Company), and such Participant will be responsible for the fees of the purchaser representative so appointed.

23. Severability. Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the enforceability of this Plan in any other jurisdiction, but this Plan will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

24. Funding of Plan. The Plan shall be unfunded. The Company (and the appropriate Parent, Subsidiary or Affiliate, as applicable) shall not be required to segregate any of their assets to assure the payment of any Award under the Plan. Neither the Participants nor any other Persons shall have any interest in any fund or in any specific asset or assets of the Company or any other entity by reason of any Award, except to the extent expressly provided hereunder. The interests of each Participant and former Participant hereunder are unsecured and shall be subject to the general creditors of the Company and of any Parent, Subsidiary or Affiliate.

25. Payments Due Missing Persons. The Company shall make a reasonable effort to locate all Persons entitled to benefits under the Plan other than Options and SARs (the “Benefits”); however, notwithstanding any provisions of the Plan to the contrary, if, after a period of one (1) year from the date such Benefits shall be due, any such Persons entitled to Benefits have not been located, their rights under the Plan with respect to such Benefits shall stand suspended. Before this provision becomes operative, the Company shall send a certified letter to all such Persons at their last known addresses advising them that their rights under the Plan shall be suspended. Subject to all applicable state laws, any such suspended Benefits shall be held by the Company for a period of one (1) additional year and thereafter such Benefits shall be forfeited and thereafter remain the property of the Company.

26. Incapacity. If the Committee shall receive evidence satisfactory to it that a person entitled to receive payment of, or exercise, any Award is, at the time when such benefit becomes payable or exercisable, a minor, or is physically or mentally incompetent to receive or exercise such Award and to give a valid release thereof, and that another person or an institution is then maintaining or has custody of such person and that no guardian, committee or other representative of the estate of such person shall have been duly appointed, the Committee may make payment of such Award otherwise payable to such person to (or permit such Award to be exercised by) such other person or institution, including a custodian under the Uniform Gifts to Minors Act or

corresponding legislation (who shall be an adult, a guardian of the minor or a trust company), and the release by such other person or institution shall be a valid and complete discharge for the payment or exercise of such Award.

27. Cooperation of Parties. The Company, each Participant and any person claiming any interest hereunder agree to perform any and all acts and execute any and all documents and papers which are necessary or desirable for carrying out the Plan or any of its provisions.

28. Governing Law. All questions pertaining to the validity, construction and administration of the Plan shall be determined in accordance with the laws of the State of Delaware without regard to its principles of conflicts of law.

29. Section 409A of the Code.

(a) This Plan and the related Award Agreements (collectively, for purposes of this Section 29, the “Plan”) are intended to comply with the requirements of Section 409A of the Code (“Section 409A”). Deferrals of compensation subject to the restrictions set forth under Section 409A and the regulations promulgated thereunder (hereinafter, “Non-Qualified Deferred Compensation”) may only be made under this Plan to a Participant subject to the provisions of Section 409A upon an event and in a manner permitted by Section 409A. Any amounts payable solely on account of an involuntary separation from service of the Participant within the meaning of Section 409A shall be excludible from the requirements of Section 409A, either as involuntary separation pay (exempt from the provisions of Section 409A under Treas. Reg. Section 1.409A-1(b)(9)) or as short-term deferral amounts (as described in Treas. Reg. Section 1.409A-1(b)(4)), to the maximum possible extent. For purposes of Section 409A, the right to a series of installment payments under this Plan shall be treated as a right to a series of separate payments.

(b) To the extent required by Section 409A, and notwithstanding any other provision of the Plan to the contrary, no payment of Non-Qualified Deferred Compensation will be provided to, or with respect to, a Participant on account of his separation from service until the first to occur of (i) the date of the Participant’s death or (ii) the date which is one day after the six (6) month anniversary of his separation from service, but in either case only if he is a “specified employee” (as defined under Section 409A(a)(2)(B)(i) of the Code and the regulations promulgated thereunder) in the year of his separation from service. Any payment that is delayed pursuant to the provisions of the immediately preceding sentence shall instead be paid in a lump sum promptly following the first to occur of the two dates specified in such immediately preceding sentence.

(c) Any payment of Non-Qualified Deferred Compensation made pursuant to a voluntary or involuntary termination of Continuous Services shall be withheld until the Participant (who is subject to the provisions of Section 409A) incurs both (i) a termination of Continuous Services and (ii) a “separation from service” with the Company and all Parents, Subsidiaries and Affiliates, as such term is defined in Treas. Reg. Section 1.409A-1(h).

(d) If a Participant subject to the provisions of Section 409A is permitted to elect to defer an Award or any payment under an Award, such election shall be made in accordance with the requirements of Code Section 409A. Each initial deferral election (an “Initial Deferral”

Election”) must be received by the Committee prior to the following dates or will have no effect whatsoever:

(i) Except as otherwise provided below or in Treas. Reg. Section 1.409A-2, the December 31st immediately preceding the year in which the compensation is earned;

(ii) With respect to the first year of participation in the Plan, within 30 days of the beginning of such year;

(iii) With respect to any annual or long-term incentive pay which qualifies as “performance-based compensation” within the meaning of Code Section 409A, by the date six (6) months prior to the end of the performance measurement period applicable to such incentive pay provided such additional requirements set forth in Code Section 409A are met;

(iv) With respect to “fiscal year compensation” as defined under Code Section 409A, by the last day of the Company’s fiscal year immediately preceding the year in which the fiscal year compensation is earned; or

(v) With respect to mid-year Awards or other legally binding rights to a payment of compensation in a subsequent year that is subject to a forfeiture condition requiring the Participant’s continued service for a period of at least twelve (12) months, on or before the thirtieth (30th) day following the grant of such Award (or the date such legally binding right to a payment of compensation arises), provided that the election is made at least twelve (12) months in advance of the earliest date at which the forfeiture condition could lapse.

(e) If the Plan so permits, the Committee may, in its sole discretion, permit Participants to submit additional deferral elections in order to delay, but not to accelerate, a payment, or to change the form of payment of an amount of deferred compensation (a “Subsequent Deferral Election”), if, and only if, the following conditions are satisfied: (i) the Subsequent Deferral Election must not take effect until 12 months after the date on which it is made, (ii) in the case of a payment other than a payment attributable to the Participant’s death, disability or an unforeseeable emergency (all within the meaning of Section 409A of the Code) the Subsequent Deferral Election further defers the payment for a period of not less than five years from the date such payment would otherwise have been made and (iii) the Subsequent Deferral Election is received by the Committee at least 12 months prior to the date the payment would otherwise have been made. In addition, such Participants may be further permitted to revise the form of payment they have elected, or the number of installments elected, provided that such revisions comply with the requirements of a Subsequent Deferral Election.

(f) To the extent the Plan provides that Non-Qualified Deferred Compensation can be paid, at the sole discretion of the Committee, during a certain period (e.g., 60 days) following a permissible payment event or trigger, and if the payment period spans two taxable years of a Participant, then such Non-Qualified Deferred Compensation shall be paid during the second of such taxable years.

(g) The preceding provisions of this Section 29 shall not be construed as a guarantee by the Company or by any Parent, Subsidiary or Affiliate of any particular tax effect to the Participants under the Plan. None of the Company nor any Parent, Subsidiary or Affiliate shall be liable to the Participants for any additional tax, penalty or interest imposed under Section 409A nor for reporting in good faith any payment made under the Plan as an amount includible in gross income under Section 409A.

30. Business Days. If any time period for giving notice or taking action hereunder or under an Award Agreement expires on a day which is a Saturday, Sunday or holiday in the state in which the Company's chief executive office is located, the time period shall be automatically extended to the business day immediately following such Saturday, Sunday or holiday.

31. Reservation of Rights. Neither the Plan nor any Award granted hereunder shall confer on any Participant any right to continuation of the Participant's employment or other service relationship with the Company or any Parent, Subsidiary or Affiliate, nor shall it interfere in any way with such Participant's right or the right of the Company or any Parent, Subsidiary or Affiliate to terminate such relationship, with or without Cause.

32. Golden Parachute Provisions.

(a) Notwithstanding any other provisions of the Plan to the contrary, if the receipt of any payments or benefits under the Plan would subject a Participant to tax under Code Section 4999, the Committee may determine whether some amount of payments or benefits would meet the definition of a "Reduced Amount." If the Committee determines that there is a Reduced Amount, the total payments or benefits to the Participant under all Awards must be reduced to such Reduced Amount, but not below zero. It is the intention of the Company and any such Participant to reduce the payments under the Plan only if the aggregate "Net After Tax Receipts" to such Participant would thereby be increased. If the Committee determines that the benefits and payments must be reduced to the Reduced Amount, the Company must promptly notify such Participant of that determination, with a copy of the detailed calculations by the Committee. All determinations of the Committee under this Section 32(a) shall be final, conclusive and binding upon the Company and any such Participant. As result of the uncertainty in the application of Code Section 4999 at the time of the initial determination by the Committee under this 32(a), however, it is possible that amounts will have been paid under the Plan to or for the benefit of a Participant which should not have been so paid ("Overpayment") or that additional amounts which will not have been paid under the Plan to or for the benefit of a Participant could have been so paid ("Underpayment"), in each case consistent with the calculation of the Reduced Amount. If the Committee, based either upon the assertion of a deficiency by the Internal Revenue Service against the Company or a Participant, which the Committee believes has a high probability of success, or controlling precedent or other substantial authority, determines that an Overpayment has been made, any such Overpayment must be treated for all purposes as a loan, to the extent permitted by Applicable Law, which such Participant must repay to the Company together with interest at the applicable federal rate under Code Section 7872(f)(2); provided, however, that no such loan may be deemed to have been made and no amount shall be payable by a Participant to the Company if and to the extent such deemed loan and payment would not either reduce the amount on which the Participant is subject to tax under Code Sections 1, 3101 or 4999 or generate a refund of such taxes. If the Committee, based upon controlling precedent or other substantial authority,

determines that an Underpayment has occurred, the Committee must promptly notify the Company of the amount of the Underpayment, which then shall be paid promptly to the Participant but no later than the end of the Participant's taxable year next following the Participant's taxable year in which the determination is made that the Underpayment has occurred. For purposes of this Section 32(a), (i) "Net After Tax Receipts" means the Present Value of a payment under the Plan net of all taxes imposed on Participant with respect thereto under Code Sections 1, 3101 and 4999, determined by applying the highest marginal rate under Code Section 1 which applies to the Participant's taxable income for the applicable taxable year; (ii) "Present Value" means the value determined in accordance with Code Section 280G(d)(4); and (iii) "Reduced Amount" means the smallest aggregate amount of all payments and benefits under the Plan which (x) is less than the sum of all payments and benefits under the Plan and (y) results in aggregate Net After Tax Receipts which are equal to or greater than the Net After Tax Receipts which would result if the aggregate payments and benefits under the Plan were any other amount less than the sum of all payments and benefits to be made under the Plan. If any payment or benefit is reduced under this Section 32(a), such reduction shall be made in the following order: (i) first, any future cash payments (if any) shall be reduced (if necessary, to zero); (ii) second, any current cash payments shall be reduced (if necessary, to zero); (iii) third, all non-cash payments (other than equity or equity derivative related payments) shall be reduced (if necessary, to zero); and (iv) fourth, all equity or equity derivative payments shall be reduced. Any necessary reduction in each subcategory shall first be applied to the latest scheduled payment in such subcategory and shall continue to the extent necessary until the most current payment is reduced or eliminated.

(b) With respect to certain privately-held corporations, and to the extent necessary to avoid the excise tax set forth under Section 4999 of the Code, and the loss of an income tax deduction under Section 280G of the Code, the grant, vesting, acceleration of vesting and/or payments of or relating to Awards (or relating to the exercise or other disposition of Awards) shall be subject to the approval of the Company's stockholders in a manner consistent with the requirements of Treas. Reg. Section 1.280G-1 Q&A 7.

33. No Stockholder's Rights. Except as otherwise provided herein, a Participant shall have none of the rights of a stockholder with respect to shares of Common Stock covered by any Award until the Participant becomes the record owner of such shares of Common Stock.

34. Stockholder Approval. Notwithstanding any provision of the Plan or any Award Agreement to the contrary, but only to the extent necessary to satisfy Applicable Law or stock exchange rules or regulations, no Award may be granted (or settled) in the absence of the timely approval of the Plan and/or the Awards by that number of the owners of the Company's outstanding shares of Common Stock required by Applicable Law to approve the Plan and/or such Awards. Such approval must be obtained by a separate vote of the Company's stockholders or by any other method allowed under the Applicable Law.

ADDENDUM A
PRYTANIA MEDIA CORP
2023 EQUITY INCENTIVE PLAN
(California Participants)

Prior to the date, if ever, on which the Common Stock becomes a Listed Security and/or the Company is subject to the reporting requirements of the Exchange Act, the terms set forth herein shall apply to Awards issued to California Participants. All capitalized terms used herein but not otherwise defined shall have the respective meanings set forth in the Plan.

1. The following rules shall apply to any Option in the event of termination of the Participant's Continuous Service:

(a) If such termination was for reasons other than death, "Permanent Disability" (as defined below), or Cause, the Participant shall have at least 30 days after the date of such termination to exercise his or her Option to the extent the Participant is entitled to exercise on his or her termination date, provided that in no event shall the Option be exercisable after the expiration of the term as set forth in the Option Agreement.

(b) If such termination was due to death or Permanent Disability, the Participant shall have at least six (6) months after the date of such termination to exercise his or her Option to the extent the Participant is entitled to exercise on his or her termination date, provided that in no event shall the Option be exercisable after the expiration of the term as set forth in the Option Agreement.

"Permanent Disability" for purposes of this Addendum shall mean the inability of the Participant, in the opinion of a qualified physician acceptable to the Company, to perform the major duties of the Participant's position with the Company or any Parent or Subsidiary because of the sickness or injury of the Participant.

2. Notwithstanding anything to the contrary in Section 1 of the Plan, the Committee shall in any event make such adjustments as may be required by Section 25102(o) of the California Corporations Code.

3. Notwithstanding anything stated herein to the contrary, no Option shall be exercisable on or after the 10th anniversary of the date of grant and any Award agreement shall terminate on or before the 10th anniversary of the date of grant.

4. The Company shall furnish summary financial information (audited or unaudited) of the Company's financial condition and results of operations, consistent with the requirements of Applicable Laws, at least annually to each California Participant during the period such Participant has one or more Awards outstanding, and in the case of an individual who acquired Option Shares pursuant to the Plan, during the period such Participant owns such Option Shares; provided, however, the Company shall not be required to provide such information if (i) the issuance is limited to key persons whose duties in connection with the Company assure their access to equivalent information or (ii) the Plan or any agreement complies with all conditions of Rule

701 of the Securities Act; provided that for purposes of determining such compliance, any registered domestic partner shall be considered a “family member” as that term is defined in Rule 701.