

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

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No.)*

Five Star Bancorp
(Name of Issuer)

Common Stock, no par value per share
(Title of Class of Securities)

33830T 103
(CUSIP Number)

Larry E. Allbaugh
555 Capitol Mall, Suite 900
Sacramento, CA 95814
(916) 379-3800

Copy to:
Ron Wargo
FRIEDEMANN | GOLDBERG | WARGO | HESS LLP
420 Aviation Blvd., Suite 201
Santa Rosa, CA 95403
(707) 543-4951

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

May 4, 2021
(Date of Event Which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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

SCHEDULE 13D

CUSIP No. 33830T 103

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1	NAMES OF REPORTING PERSONS Larry Eugene Allbaugh	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,642,780 (1)
	8	SHARED VOTING POWER 1,360,696 (2)
	9	SOLE DISPOSITIVE POWER 1,642,780 (1)
	10	SHARED DISPOSITIVE POWER 1,360,696 (2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,003,476 (1)(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.6% (3)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

- (1) Consists of Shares (as defined below) held by the following four trusts, of which the Reporting Person is the sole trustee, but not the beneficiary, and has sole power to vote or direct the vote, as well as sole power to dispose or to direct the disposition of, the Shares held by these trusts, and of which the Reporting Person disclaims beneficial ownership of the Shares held by these trusts disclosed under this Schedule 13D, and as described under Item 5: (i) 410,695 Shares held by the QSST Subtrust of the Kathryn Oates-Fairrington Irrevocable Trust, dated December 16, 2009, (ii) 410,695 Shares held by the QSST Subtrust of the Philip D. Oates Irrevocable Trust, dated December 16, 2009, (iii) 410,695 Shares held by the QSST Subtrust of the Marvilyn E. Applegate Irrevocable Trust, dated December 16, 2009, and (iv) 410,695 Shares held by the QSST Subtrust of the Judy Oates-Holt Irrevocable Trust, dated December 16, 2009.
- (2) Consists of: (i) 474,861 Shares held by the Larry and Laura Allbaugh Living Trust dated November 5, 1997, of which the Reporting Person is one of two trustees, as well as beneficiary, and has shared power to vote, or direct the disposition of, the Shares held by this trust, and (ii) 885,835 shares held by the Oates Administrative Trust, of which the Reporting Person is one of three trustees, but not the beneficiary, and has shared power to vote, or direct the disposition of, the Shares held by this trust, and of which the Reporting Person disclaims beneficial ownership of the Shares held by this trust disclosed under this Schedule 13D, and as described under Item 5.
- (3) Percent owned is based upon 17,061,753 shares of common stock, no par value per share (the "Shares"), of Five Star Bancorp (the "Issuer") issued and outstanding upon the closing of the Issuer's initial public offering (including the underwriters' full exercise of their option to purchase additional Shares), as reported in the Issuer's prospectus dated May 4, 2021, filed with the Securities and Exchange Commission on May 6, 2021 pursuant to Rule 424(b)(4) under the Securities Act of 1933, as amended.

Item 1. Security and Issuer

This Schedule 13D (the "Schedule 13D") relates to the common stock, no par value per share (the "Shares"), of Five Star Bancorp, (the "Issuer"), a California corporation whose principal executive office is located at 3100 Zinfandel Drive, Suite 100, Rancho Cordova, California 95670.

Item 2. Identity and Background

(a) The Schedule 13D is being filed by Larry Eugene Allbaugh (the "Reporting Person").

(b) The business address of the Reporting Person is 555 Capitol Mall, Suite 900, Sacramento, California 95814.

(c) The Reporting Person serves as Chief Executive Officer of Buzz Oates, which is a privately held commercial real estate investment management company, located at 555 Capitol Mall, Suite 900, Sacramento, California 95814.

(d) – (e) During the last five years, the Reporting Person has not been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The Reporting Person is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration

The Reporting Person purchased from the Issuer 22,181 Shares in a directed share program ("DSP Shares") in connection with the Issuer's initial public offering (the "Initial Public Offering") at the Initial Public Offering price of \$20.00 per share. The DSP Shares were confirmed on May 4, 2021, and the Initial Public Offering closed on May 7, 2021. The total consideration paid by the Reporting Person for these Shares was \$443,620.

The Reporting Person participated in a private placement of the Issuer on September 17, 2020. The purchase of an aggregate of 349,670 Shares consisted of (i) 62,333 Shares by the Larry and Laura Allbaugh Living Trust dated November 5, 1997, for which the Reporting Person paid \$623,330 in total consideration; (ii) 100,661 Shares purchased by the Oates Administrative Trust; (iii) 46,669 Shares purchased by the QSST Subtrust of the Kathryn Oates-Fairrington Irrevocable Trust, dated December 16, 2009; (iv) 46,669 Shares purchased by the QSST Subtrust of the Philip D. Oates Irrevocable Trust, dated December 16, 2009; (v) 46,669 Shares purchased by the QSST Subtrust of the Marvilyn E. Applegate Irrevocable Trust, dated December 16, 2009; and (vi) 46,669 Shares purchased by the QSST Subtrust of the Judy Oates-Holt Irrevocable Trust, dated December 16, 2009. The five latter aforementioned trusts are collectively referred to as the "Oates Trusts." The Oates Trusts paid an aggregate of \$2,873,370 in total consideration. The Reporting Person expressly disclaims beneficial ownership of the Shares held by the Oates Trusts, and neither filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that the Reporting Person is the beneficial owner of the Shares held by the Oates Trusts.

The Reporting Person participated in a private placement of the Issuer on September 27, 2019. The purchase of an aggregate of 282,676 Shares consisted of (i) 51,016 Shares by the Larry and Laura Allbaugh Living Trust dated November 5, 1997, for which the Reporting Person paid \$510,160 in total consideration; (ii) 81,156 Shares purchased by the Oates Administrative Trust; (iii) 37,626 Shares purchased by the QSST Subtrust of the Kathryn Oates-Fairrington Irrevocable Trust, dated December 16, 2009; (iv) 37,626 Shares purchased by the QSST Subtrust of the Philip D. Oates Irrevocable Trust, dated December 16, 2009; (v) 37,626 Shares purchased by the QSST Subtrust of the Marvilyn E. Applegate Irrevocable Trust, dated December 16, 2009; and (vi) 37,626 Shares purchased by the QSST Subtrust of the Judy Oates-Holt Irrevocable Trust, dated December 16, 2009. The Oates Trusts paid an aggregate of \$2,316,600 in total consideration. The Reporting Person expressly disclaims beneficial ownership of the Shares held by the Oates Trusts, and neither filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that the Reporting Person is the beneficial owner of the Shares held by the Oates Trusts.

The Reporting Person participated in a private placement of the Issuer on March 29, 2019. The purchase of an aggregate of 345,744 Shares consisted of (i) 55,053 shares by the Larry and Laura Allbaugh Living Trust dated November 5, 1997, for which the Reporting Person paid \$550,530 in total consideration; (ii) 101,835 Shares purchased by the Oates Administrative Trust; (iii) 47,214 Shares purchased by the QSST Subtrust of the Kathryn Oates-Fairrington Irrevocable Trust, dated December 16, 2009; (iv) 47,214 Shares purchased by the QSST Subtrust of the Philip D. Oates Irrevocable Trust, dated December 16, 2009; (v) 47,214 Shares purchased by the QSST Subtrust of the Marvilyn E. Applegate Irrevocable Trust, dated December 16, 2009; and (vi) 47,214 Shares purchased by the QSST Subtrust of the Judy Oates-Holt Irrevocable Trust, dated December 16, 2009. The Oates Trusts paid an aggregate of \$2,906,910 in total consideration. The Reporting Person expressly disclaims beneficial ownership of the Shares held by the Oates Trusts, and neither filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that the Reporting Person is the beneficial owner of the Shares held by the Oates Trusts.

The source of consideration paid by the Reporting Person in connection with each of the foregoing transactions was the Reporting Person's personal funds.

In addition, the Reporting Person serves as a director of the Company and receives equity compensation from the Company in connection with such service. In connection with such service, the Reporting Person received a grant of 2,000 Shares on July 7, 2020. The Reporting Person expects to continue receiving equity compensation in connection with his service on the Issuer's board of directors.

Other than the DSP Shares, the Reporting Person held Shares in the trusts described and disclosed herein prior to the Initial Public Offering, and previously acquired such Shares from time to time through purchases in various private placements of the Issuer, as well as award grants of Shares for his service as a director of the Issuer, including as described herein.

Item 4. Purpose of Transaction

The Reporting Person acquired, and presently holds, the Shares for investment purposes, as well as by virtue of his role as trustee of the several Oates Trusts, and may, from time to time, depending upon the market conditions and other factors deemed relevant by the Reporting Person, acquire additional Shares or other capital stock of the Issuer and/or dispose of its Shares in the open market or in private transactions which may include sales for the purpose of diversification of his investment, or family or charitable gifts, or as he sees prudent to carry out his fiduciary duty as trustee of the various Oates Trusts.

As a director of the Issuer, the Reporting Person expects to continue receiving equity compensation in connection with his service on the Issuer's board of directors.

Except as otherwise described herein, the Reporting Person currently has no plan(s) or proposal(s) that relate to, or would result in, any of the events or transactions described in Item 4(a) through (j) of Schedule 13D, although the Reporting Person reserves the right, at any time and from time to time, to review or reconsider such position and/or change such purpose and/or formulate plans or proposals with respect thereto.

The Reporting Person intends to review from time to time his investment in the Issuer and the Issuer's business affairs, financial position, performance and other investments considerations. The Reporting Person may from time to time engage in discussions with the Issuer, other directors and officers of the Issuer, other shareholders of the Issuer and other persons on matters that relate to the management, operations, business, assets, capitalization, financial condition, strategic plans, governance and the future of the Issuer and/or its subsidiaries. Based upon such review and discussions, as well as general economic, market and industry conditions and prospectus and the Reporting Person's liquidity requirements and investment considerations, the Reporting Person may consider additional courses of action, which may include, in the future, formulating plans or proposals regarding the Issuer and/or its subsidiaries, including possible future plans or proposals concerning events or transactions of the kind described in Item 4(a) through (j) of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a)-(b)

The following disclosure assumes that there are 17,061,753 Shares of the Issuer issued and outstanding upon the closing of the Issuer's Initial Public Offering (including the underwriters' full exercise of their option to purchase additional Shares), as reported in the Issuer's prospectus dated May 4, 2021, filed with the Securities and Exchange Commission (the "SEC") on May 6, 2021 pursuant to Rule 424(b)(4) under the Securities Act of 1933, as amended.

The Reporting Person indirectly holds 3,003,476 Shares of the Issuer, which represents approximately 17.6% of the outstanding Shares of the Issuer, which includes holdings in the following six trusts: (i) 474,861 Shares held by the Larry and Laura Allbaugh Living Trust dated November 5, 1997, which represents approximately 2.8% of the outstanding Shares of the Issuer, (ii) 885,835 Shares held by the Oates Administrative Trust, which represents approximately 5.2% of the outstanding Shares of the Issuer, (iii) 410,695 Shares held by the QSST Subtrust of the Kathryn Oates-Fairrington Irrevocable Trust, dated December 16, 2009, which represents approximately 2.4% of the outstanding Shares of the Issuer, (iv) 410,695 Shares held by the QSST Subtrust of the Philip D. Oates Irrevocable Trust, dated December 16, 2009, which represents approximately 2.4% of the outstanding Shares of the Issuer, (v) 410,695 Shares held by the QSST Subtrust of the Marvilyn E. Applegate Irrevocable Trust, dated December 16, 2009, which represents approximately 2.4% of the outstanding Shares of the Issuer, and (vi) 410,695 Shares held by the QSST Subtrust of the Judy Oates-Holt Irrevocable Trust, dated December 16, 2009, which represents approximately 2.4% of the outstanding Shares of the Issuer. Each of the aforementioned six trusts has the right to receive the dividends from, or the proceeds of, any sale of the Shares held in such respective trust for the benefit of such trust's beneficiaries.

The Reporting Person is one of two trustees, as well as beneficiary, of the Larry and Laura Allbaugh Living Trust dated November 5, 1997, and has shared power to vote, or direct the disposition of, the Shares held by this trust.

The Reporting Person is the sole trustee, but not the beneficiary, of the following trusts: (i) the QSST Subtrust of the Kathryn Oates-Fairrington Irrevocable Trust, dated December 16, 2009, (ii) the QSST Subtrust of the Philip D. Oates Irrevocable Trust, dated December 16, 2009, (iii) the QSST Subtrust of the Marvilyn E. Applegate Irrevocable Trust, dated December 16, 2009, and (iv) the QSST Subtrust of the Judy Oates-Holt Irrevocable Trust, dated December 16, 2009. The Reporting Person has sole power to vote or direct the vote, as well as sole power to dispose or to direct the disposition of, the Shares held by these trusts. The Reporting Person is one of three trustees, but not the beneficiary, of the Oates Administrative Trust, and has shared power to vote, or direct the disposition of, the Shares held by this trust. The Reporting Person expressly disclaims beneficial ownership of the Shares held by the Oates Trusts, and neither filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that the Reporting Person is the beneficial owner of the Shares held by the Oates Trusts.

- (c) Except as otherwise reported herein, the Reporting Person has not effected any transactions in the Shares of the Issuer during the past sixty (60) days.
- (d) Not applicable.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationship with Respect to Securities of the Issuer

The Reporting Person serves as co-trustee of the Larry and Laura Allbaugh Living Trust dated November 5, 1997, along with his wife, Laura Allbaugh, and the trustees have shared power to vote, or direct the disposition of, the Shares held by this trust. Pursuant to the Fifth Amended and Restated Marvin L. Oates Declaration of Trust (the "Oates Administrative Trust Agreement"), the Reporting Person was appointed co-trustee of the Oates Administrative Trust, along with Philip D. Oates and Kathryn R. Oates-Fairrington. Pursuant to the Oates Administrative Trust Agreement, the trustees are vested with several enumerated powers, including control over the trust, and the power of the trust to act is by majority vote of the three trustees. Accordingly, the Reporting Person shares voting and dispositive power of the Shares held by the Oates Administrative Trust, as detailed in Item 5.

The Reporting Person serves as trustee of the various trusts described and disclosed herein.

In connection with the Issuer's Initial Public Offering, the Reporting Person, as well as the Oates Administrative Trust, entered into lock-up agreements with Keefe, Bruyette & Woods, Inc., acting as representative of the several underwriters (the "Representative") of the Initial Public Offering (collectively, the "Lock-up Agreements"). The Lock-up Agreements generally prohibit the Reporting Person from selling or otherwise transferring Shares for a period of 180 days after the date of the underwriting agreement relating to the Initial Public Offering among the Representative, the Issuer and Five Star Bank, dated May 4, 2021, without the prior written approval of the Representative. The Lock-up Agreements are subject to certain customary exceptions. The description of the Lock-up Agreements contained herein is a summary of, and is subject to and qualified by reference to the provisions of the Form of Lock-up Agreement filed as Exhibit 99.1 hereto.

Except as reported in this Schedule 13D, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) to which the Reporting Person is a party with respect to the securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss or the giving or withholding of proxies.

Item 7. Materials to Be Filed as Exhibits

Exhibit No. Description

99.1 Form of Lock-up Agreement

SIGNATURE

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

Date: May 14, 2021

By: /s/ Larry Eugene Allbaugh

Name: Larry Eugene Allbaugh

FORM OF LOCK-UP AGREEMENT

[~], 2021

Keefe, Bruyette & Woods, Inc.

As Representative of the several Underwriters listed in Schedule I
to the Underwriting Agreement

c/o Keefe, Bruyette & Woods, Inc.
787 Seventh Avenue 4th Floor
New York, New York 10019

Re: Five Star Bancorp — Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as Representative of the several Underwriters, propose to enter into an underwriting agreement (the “Underwriting Agreement”) with Five Star Bancorp, a California corporation (the “Company”), providing for the initial public offering (the “Public Offering”) by the several Underwriters named in Schedule I to the Underwriting Agreement (the “Underwriters”), of common stock, no par value, of the Company (the “Securities”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters’ agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Representative, on behalf of the Underwriters, the undersigned will not, during the period commencing on the date hereof and ending 180 days after the date of the Underwriting Agreement (the “Restricted Period”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock, no par value, of the Company (the “Common Stock”), or any securities convertible into or exercisable or exchangeable for Common Stock (including without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon exercise of a stock option or warrant), whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise; (2) enter into any swap, hedge or other agreement that transfers, in whole or in part, the economic consequences of ownership of Common Stock or such other securities, whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise; (3) publicly disclose the intention to make any such offer, pledge, sale or disposition, or to enter into any such swap, hedge, transaction or arrangement; or (4) make any demand for or exercise any right with respect to the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock pursuant to any agreement, understanding or otherwise to which the undersigned is a party. For the avoidance of doubt, if the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Company-directed Common Stock the undersigned may purchase in the Public Offering.

Notwithstanding the foregoing, (A) the foregoing restrictions shall not apply to the establishment of a trading plan pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") by the undersigned *provided* that (i) such plan does not provide for the transfer of Common Stock during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Stock may be made under such plan during the Restricted Period; (B) the undersigned may transfer shares of the undersigned's Common Stock or any securities convertible into or exchangeable or exercisable for Common Stock: (1) as a bona fide gift or gifts, including through a distribution by a trust, family limited partnership, corporation or other entity; (2) by will or intestacy; (3) to any trust, partnership or limited liability company for the direct or indirect benefit of the undersigned or the immediate family (as defined in Rule 16a-1(e) under the Exchange Act) of the undersigned; (4) (i) to a member of the undersigned's immediate family or (ii) if such transfer occurs by operation of law, including without limitation, pursuant to a domestic relations order of a court of competent jurisdiction; (5) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (i) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended) of the undersigned, or to any other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned, or (ii) as part of a distribution, transfer or disposition without consideration by the undersigned to its shareholders, partners, members or other equity holder; (6) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (1) through (5) above; (7) to the Company in connection with the exercise of stock options or warrants or securities convertible into or exchangeable for Common Stock outstanding on the date of the Prospectus and described in the Prospectus (provided that the Common Stock issued upon such exercise is subject to the restrictions set forth herein); or (8) to the Company, to satisfy any tax withholding obligations of the Company or the undersigned, or to satisfy the exercise price of stock options by the undersigned, upon the exercise of stock options, vesting of outstanding restricted stock awards, or other similar share-based awards that are outstanding as of the date of the Underwriting Agreement and disclosed in the Prospectus; *provided*, however, (i) in case of any such transfer, except for transfers to the Company pursuant to clauses (7) and (8), it shall be a condition to the transfer that such donee or transferee execute an agreement stating that such donee or transferee is receiving and holding the Common Stock subject to the provisions of this agreement, and (ii) any such transfer shall not involve a disposition for value (except for transfers to the Company pursuant to clauses (7) and (8)), and, (iii) no filing by any party (donor, donee, transferor or transferee) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than filings required to be made by such party under the Exchange Act, or other public announcement shall be made voluntarily in connection with such transfer or distribution and any required filing shall clearly indicate in a footnote thereto the circumstances of the particular transfer; and (C) the undersigned may transfer fractional shares of Common Stock to the Company for value, provided that such transfer is made in connection with the Company's redemption prior to the date of the Underwriting Agreement of any fractional shares of Common Stock held by the undersigned.

If the undersigned is an officer or director of the Company, (i) the Representative, on behalf of the Underwriters, agrees that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, the Representative, on behalf of the Underwriters, will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representative, on behalf of the Underwriters, hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply to any transfer in accordance with the provisions of the immediately preceding paragraph, or if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or legal representatives of the undersigned.

Notwithstanding anything herein to the contrary, this Letter Agreement shall be of no further force or effect and the undersigned shall be released from all obligations under this Letter Agreement if (i) the registration statement on Form S-1 with respect to the Public Offering is withdrawn, (ii) the closing of the Public Offering has not occurred on or prior to 5:00 p.m. New York City time on September 30, 2021, (iii) prior to the execution of the Underwriting Agreement by the parties thereto, either the Representative on the one hand, or the Company on the other hand, notifies the other in writing that it does not intend to proceed with the transactions contemplated by the Underwriting Agreement; or (iv) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the shares of Common Stock to be sold thereunder. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

[Signature page follows]

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

[NAME OF SHAREHOLDER]

By: _____
Name:
Title:
