

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

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933



LendingTree, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-2414818
(I.R.S. Employer
Identification No.)

1415 Vantage Park Dr., Suite 700, Charlotte, North Carolina
(Address of principal executive offices)

28203
(Zip Code)

LendingTree, Inc. 2023 Stock Plan
LendingTree, Inc. 2023 Inducement Grant Plan
(Full title of the plan)

Heather Novitsky, Esq.
SVP, Head of Legal
LendingTree, Inc.
1415 Vantage Park Dr., Suite 700
Charlotte, North Carolina 28203
(Name and address of agent for service)

(704) 541-5351
(Telephone number, including area code, of agent for service)

With a copy to:
John D. Tishler, Esq.
Lindsay H. Ferguson, Esq.
Nazia J. Khan, Esq.
Sheppard, Mullin, Richter & Hampton LLP
12275 El Camino Real, Suite 100
San Diego, CA 92130
Phone: (858) 720-8900
Fax: (858) 509-3691

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This Registration Statement on Form S-8 is filed by LendingTree, Inc., a Delaware corporation (the “Company”), relating to (a) 1,632,594 shares of the Company’s common stock, par value \$0.01 per share, issuable to officers, employees, non-employee directors and consultants of the Company and the Company’s subsidiaries and affiliates under the LendingTree, Inc. 2023 Stock Plan (the “2023 Plan”) and (b) 100,000 shares of the Company’s common stock, par value \$0.01 per share, issuable as inducements to any prospective employee who was not previously an employee or director of the Company, or following a bona fide period of non-employment, under the LendingTree, Inc. 2023 Inducement Grant Plan (the “Inducement Plan”).

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

ITEM 1. PLAN INFORMATION.

The Company will provide each recipient (each, a “Recipient” and collectively, the “Recipients”) of a grant under the 2023 Plan and/or the Inducement Plan with documents that contain information related to the 2023 Plan and/or the Inducement Plan, as applicable, and other information including, but not limited to, the disclosure required by Item 1 of Form S-8, which information is not required to be and is not being filed as a part of this Registration Statement on Form S-8 (the “Registration Statement”) or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act of 1933, as amended (the “Securities Act”). The foregoing information and the documents incorporated by reference in response to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act. A Section 10(a) prospectus will be given to each Recipient who receives common stock covered by this Registration Statement, in accordance with Rule 428(b)(1) under the Securities Act.

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION.

We will provide to each Recipient a written statement advising of the availability of documents incorporated by reference in Item 3 of Part II of this Registration Statement (which documents are incorporated by reference in the Section 10(a) prospectus) and of documents required to be delivered pursuant to Rule 428(b) under the Securities Act without charge and upon written or oral request by contacting:

Heather Novitsky, Esq.
SVP, Head of Legal
LendingTree, Inc.
1415 Vantage Park Dr., Suite 700
Charlotte, North Carolina 28203
Phone: (704) 541-5351

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed by the Company with the Securities and Exchange Commission (“SEC”) pursuant to the Securities Act and the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated herein by reference:

- The Company’s Annual Report on [Form 10-K](#) for the year ended December 31, 2022 filed with the SEC on February 28, 2023;
- The Company’s Quarterly Reports on Form 10-Q for the quarters ended March 31, 2023 and June 30, 2023 filed with the SEC on [May 3, 2023](#) and [July 28, 2023](#) respectively;
- The Company’s Current Reports on Form 8-K filed with the SEC on [March 9, 2023](#), [March 29, 2023](#), [June 22, 2023](#) and [July 18, 2023](#) (except for any portions of such Current Reports on Form 8-K furnished pursuant to Item 2.02 and/or Item 7.01 thereof and any corresponding exhibits thereto not filed with the SEC);
- The Company’s definitive proxy statement on [Schedule 14A](#) for the Company’s 2023 annual meeting of stockholders filed with the SEC on May 1, 2023;
- The description of the Company’s common stock contained in its Registration Statement on [Form 8-A](#) filed with the Commission on August 5, 2008, including any amendments or reports filed with the SEC for the purposes of updating such description; and
- All other reports and documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than Current Reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits furnished on such form that relate to such items) subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered hereby have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement herein or in any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not constitute a part of this Registration Statement, except as so modified or superseded.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The following provisions of Delaware law and our Amended and Restated Certificate of Incorporation (“Certificate of Incorporation”) and Fourth Amended and Restated By-Laws (“Bylaws”) govern the indemnification of our directors and officers.

Section 145 of the Delaware General Corporation Law (“DGCL”) provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party by reason of the fact that the person is or was a director, officer, employee or agent of the corporation (other than an action by or in the right of the corporation – a “derivative action”), if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person’s conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys’ fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation’s by-laws, disinterested director vote, stockholder vote, agreement or otherwise.

Our Certificate of Incorporation provides that no director shall be liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for:

- any breach of the director’s duty of loyalty to us or our stockholders;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock purchases or redemptions as provided in Section 174 of the DGCL; or
- any transaction from which the director derived an improper personal benefit.

Our Bylaws provide that, to the fullest extent authorized by the DGCL, as now in effect or as amended, we will indemnify any person who was or is a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding whether civil, criminal, administrative or investigative by reason of the fact that such person, or a person of whom he or she is the legal representative, is or was a director or officer of our Company, or by reason of the fact that such person, or a person of whom he or she is the legal representative, is or was serving, at our request, as a director, officer or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by us. To the extent authorized by the DGCL, we will indemnify such persons against all expenses, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such persons in connection with such service. Any amendment of these provisions will not reduce our indemnification obligations relating to actions taken before such amendment.

We maintain a directors’ and officers’ liability insurance policy insuring our directors and officers against certain liabilities and expenses incurred by them in their capacities as such and insuring us, under certain circumstances, in the event that indemnification payments are made by us to such directors and officers.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

See the attached Exhibit Index on the page immediately following the signature pages hereto, which is incorporated herein by reference.

ITEM 9. UNDERTAKINGS.

A. The undersigned Registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Charlotte, North Carolina, on the 31st day of July 2023.

LENDINGTREE, INC.

By: /s/ Douglas R. Lebda
Douglas R. Lebda
Chairman and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Trent Ziegler and Heather Novitsky as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in their name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Douglas R. Lebda</u> Douglas R. Lebda	Chairman, Chief Executive Officer and Director (Principal Executive Officer)	July 31, 2023
<u>/s/ Trent Ziegler</u> Trent Ziegler	Chief Financial Officer (Principal Financial Officer)	July 31, 2023
<u>/s/ Carla Shumate</u> Carla Shumate	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	July 31, 2023
<u>/s/ Gabriel Dalporto</u> Gabriel Dalporto	Director	July 31, 2023
<u>/s/ Thomas M. Davidson, Jr.</u> Thomas M. Davidson, Jr.	Director	July 31, 2023
<u>/s/ Mark Ernst</u> Mark Ernst	Director	July 31, 2023
<u>/s/ Robin Henderson</u> Robin Henderson	Director	July 31, 2023
<u>/s/ Steven Ozonian</u> Steven Ozonian	Director	July 31, 2023
<u>/s/ Diego Rodriguez</u> Diego Rodriguez	Director	July 31, 2023
<u>/s/ Saras Sarasvathy</u> Saras Sarasvathy	Director	July 31, 2023
<u>/s/ G. Kennedy Thompson</u> G. Kennedy Thompson	Director	July 31, 2023

EXHIBIT INDEX

Exhibit Number	Description
4.1*	Specimen Stock Certificate evidencing the shares of common stock
5.1*	Opinion of Sheppard, Mullin, Richter & Hampton LLP
10.1	LendingTree, Inc. 2023 Stock Plan (Incorporated by reference to Appendix B to the Company's Definitive Proxy Statement on Schedule 14A filed with the SEC on May 1, 2023)
10.2	LendingTree, Inc. 2023 Inducement Grant Plan (Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on July 28, 2023)
10.3*	Form of Restricted Stock Unit Award pursuant to the 2023 Stock Plan
10.4*	Form of Stock Option Award pursuant to the 2023 Stock Plan
10.5	Form of Restricted Stock Unit Award pursuant to the 2023 Inducement Grant Plan (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed with the SEC on July 28, 2023)
10.6	Form of Stock Option Award pursuant to the 2023 Inducement Grant Plan (Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on July 28, 2023)
23.1*	Consent of PricewaterhouseCoopers LLP
23.2*	Consent of Sheppard, Mullin, Richter & Hampton LLP (included in Exhibit 5.1)
24.1*	Power of Attorney (included on signature page)
107*	Filing Fee Table

* Filed herewith.

ZQ|CERT#|COY|CLS|RGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#

MR A SAMPLE
 DESIGNATION (F AM)
 AOO 1
 AOO 2
 AOO 3
 AOO 4
 PO BOX 4304, Providence, RI 02904-3004
lendingtree

COMMON STOCK
PAR VALUE \$0.01

Certificate Number
ZQ00000000

Shares
*****000000*****
*****000000*****
*****000000*****
*****000000*****

lendingtree
LENDINGTREE, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

THIS CERTIFIES THAT

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP 52603B 10 7

MR. SAMPLE & MRS. SAMPLE & MRS. SAMPLE
MR. SAMPLE & MRS. SAMPLE

is the owner of

ZERO HUNDRED THOUSAND
ZERO HUNDRED AND ZERO

FULLY-PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF, \$0.01 PAR VALUE PER SHARE, OF
LENDINGTREE, INC., transferable on the books of the Company by the holder hereof in person or by his duly authorized attorney upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby are issued and shall be held subject to all of the provisions of the Certificate of Incorporation, as now and hereafter amended, and of the By-Laws of the Company (copies thereof being on file with the Secretary of the Company), and the holder hereof by accepting this Certificate, expressly assents thereto.
Witness the seal of the Company and the facsimile signatures of its duly authorized officers.


 Chairman and Chief Executive Officer


 Assistant Secretary



DATED DD-MMM-YYYY

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE INC.
TRANSFER AGENT AND REGISTRAR,

By _____
AUTHORIZED SIGNATURE

SECURITY INSTRUCTIONS ON REVERSE

CUSIP	XXXXXXXXXX
Holder ID	XXXXXXXXXXXX
Insurance Value	1,000,000.00
Number of Shares	12,2456
DTC	12345678 123456789012345
Certificate Numbers	NumNo. Denom. Total
12345678901234567890	1 1 1
12345678901234567890	2 2 2
12345678901234567890	3 3 3
12345678901234567890	4 4 4
12345678901234567890	5 5 5
12345678901234567890	6 6 6
Total Transaction	7

1234567

LENDINGTREE, INC.

THE CORPORATION WILL FURNISH WITHOUT CHARGE TO EACH STOCKHOLDER WHO SO REQUESTS, A STATEMENT OF THE POWERS, DESIGNATIONS, PREFERENCES, AND RELATIVE PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF COMMON STOCK OR SERIES THEREOF AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND/OR RIGHTS.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIFT MIN ACT -Custodian
	(Cust) (Minor)
TEN ENT - as tenants by the entireties	under Uniform Gifts to Minors Act
	(State)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	UNIF TRF MIN ACT -Custodian (until age)
	(Cust)
under Uniform Transfers to Minors Act
	(Minor) (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE)

_____ Shares
 _____ Attorney
 of the common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint
 to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

Dated: _____ 20 _____

Signature: _____

Signature: _____

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

Signature(s) Guaranteed: Medallion Guarantee Stamp
 THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

SECURITY INSTRUCTIONS

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.



The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

1534201



Sheppard, Mullin, Richter & Hampton LLP
12275 El Camino Real, Suite 100
San Diego, California 92130-4092
858.720.8900 main
858.509.3691 fax
www.sheppardmullin.com

July 31, 2023

VIA ELECTRONIC MAIL

LendingTree, Inc.
1415 Vantage Park Dr., Suite 700
Charlotte, North Carolina 28203

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

You have requested our opinion with respect to certain matters in connection with the filing by LendingTree, Inc., a Delaware corporation (the “Company”), of a Registration Statement on Form S-8 (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Securities Act”), with the Securities and Exchange Commission, covering 1,632,594 shares (the “2023 Plan Shares”) of common stock, par value \$0.01 per share (the “Common Stock”), reserved for future issuance under the LendingTree, Inc. 2023 Stock Plan (the “2023 Plan”) and (ii) 100,000 shares (the “Inducement Plan Shares” and together with the 2023 Plan Shares, the “Shares”) of Common Stock reserved for future issuance under the LendingTree, Inc. 2023 Inducement Grant Plan (the “Inducement Plan” and together with the 2023 Plan, the “Plans”).

This Opinion is being furnished in accordance with the requirements of Item 8 of Form S-8 and Item 601(b)(5)(i) of Regulation S-K.

In connection with this opinion, we have reviewed and relied upon the Registration Statement, the Company’s Amended and Restated Certificate of Incorporation as in effect on the date hereof (the “Certificate of Incorporation”), the Company’s Fourth Amended and Restated By-Laws effective as in effect on the date hereof (the “Bylaws” and together with the Certificate of Incorporation, the “Charter Documents”), the proceedings taken by the Company with respect to the authorization and adoption of the Plans, resolutions adopted by the board of directors of the Company, and such other documents, records, certificates, memoranda and other instruments as we deem necessary as a basis for this opinion. With respect to the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original of all documents submitted to us as certified or reproduced copies. We have also assumed that the Shares will be uncertificated in accordance with Section 158 of the Delaware General Corporation Law, and the transfer agent therefor will register the purchaser thereof as the registered owner of any uncertificated Shares on its stock transfer books and records. We have further assumed that (a) shares of the Common Stock currently reserved for issuance under the Plans will remain available for the issuance of the Shares, and (b) neither the Company’s Charter Documents nor any of the proceedings relating to either the Plans or any of the award agreements relating to the Shares will be rescinded, amended or otherwise modified prior to the issuance of the Shares. We have also obtained from public officials and officers of the Company certificates or comparable documents as to certain factual matters and, insofar as this opinion is based on matters of fact, we have relied on such certificates and comparable documents without independent investigation. We have made such other investigations as we have deemed relevant and necessary in connection with the opinions hereinafter set forth.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when issued and sold in the manner referred to in the Plans and against proper payment and consideration thereof and pursuant to the agreements that accompany the Plans, will be legally and validly issued, fully paid and nonassessable.

We consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

We express no opinion as to matters governed by any laws other than the Delaware General Corporation Law and reported decisions of the Delaware courts interpreting such law.

This opinion letter is rendered as of the date first written above, and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein. Our opinion is expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company, the Shares, the Plans, the award agreements related to the Shares or the Registration Statement.

Respectfully Submitted,

/s/ Sheppard, Mullin, Richter & Hampton LLP

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

**Notice of Restricted Stock Unit Award Granted Under the
LendingTree, Inc. 2023 Stock Plan**

Important Note: You must login to your account to obtain other important information concerning this Award, such as a copy of the LendingTree, Inc. 2023 Stock Plan (the “2023 Plan”) and the Terms and Conditions for Restricted Stock Unit Awards (the “Terms and Conditions”). You acknowledge that you have received copies of the 2023 Plan and the 2023 Plan’s prospectus.

Award Recipient:	_____				
Restricted Stock Unit Award:	_____ Restricted stock units (“RSUs”) granted under the 2023 Plan.				
Award Date:	_____				
Vesting Schedule:	<p>Subject to your continuous employment with LendingTree, Inc. or its Subsidiaries or Affiliates, your RSUs shall, subject to the provisions of the 2023 Plan and the Terms and Conditions, vest and no longer be subject to any restriction as of the vesting dates and the achievement of any applicable performance goals, as set forth below:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 50%;">Vest Date</th> <th style="text-align: center; width: 50%;">RSUs Vestings</th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"> </td> <td> </td> </tr> </tbody> </table> <p>Each tranche of RSUs vesting on an applicable vest date shall be referred to as a “Tranche” and each such vest date shall be referred to as “Vest Date”.</p>	Vest Date	RSUs Vestings		
Vest Date	RSUs Vestings				
Impact of a Termination of Employment:	Except as otherwise provided in the 2023 Plan or in the Terms and Conditions, or any Individual Agreement, all of your unvested RSUs will be forfeited and canceled without consideration in their entirety upon a Termination of Employment.				
Terms and Conditions:	<p>Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the 2023 Plan.</p> <p>Your RSUs are subject to the Terms and Conditions and the 2023 Plan. We strongly encourage you to review the Terms and Conditions and the 2023 Plan. These documents will help provide you with a full understanding of your RSU award.</p>				

Terms and Conditions for Restricted Stock Unit Award

Overview

These Terms and Conditions apply to the restricted stock units (the “Award”) awarded to you by LendingTree, Inc. (“LendingTree” or the “Company”) pursuant to Section 7 of the LendingTree, Inc. 2023 Stock Plan (the “2023 Plan”). You were notified of your Award by way of an award notice (the “Award Notice”). All capitalized terms used herein, to the extent not defined, shall have the meaning as set forth in the 2023 Plan.

Continuous Service

Except as provided below, in order for RSUs to vest, you must be continuously employed by LendingTree or any of its Subsidiaries or Affiliates during the Restriction Period (as defined below) or as otherwise provided in the Vesting section below. Nothing in your Award Notice, these Terms and Conditions, or the 2023 Plan shall confer upon you any right to continue in the employ or service of LendingTree or any of its Subsidiaries or Affiliates or interfere in any way with their rights to terminate your employment or service at any time and for any or no reason.

Vesting

Subject to the Award Notice, these Terms and Conditions and the 2023 Plan, the RSUs in respect to your Award, shall vest and no longer be subject to satisfaction of any restriction, including any applicable performance conditions, as set forth in the Vesting Schedule section of the Award Notice. The period during which restrictions apply is the “Restriction Period.”

The vesting of your Award is conditioned upon your continuous employment with LendingTree or its Subsidiaries or Affiliates through each respective Vest Date, except as provided below.

Notwithstanding the foregoing, 100% of your then-outstanding and unvested portion of your Award shall vest upon the occurrence of a Change in Control which occurs during your employment with LendingTree (or any Subsidiary or Affiliate). The term “Change in Control” is defined in the 2023 Plan, and includes certain events affecting LendingTree (not events only affecting specific businesses of LendingTree).

Notwithstanding the foregoing, in the event you experience a Termination of Employment due to your death or Disability, then 100% of your then-outstanding and unvested portion of your Award shall vest upon such Termination of Employment.

Notwithstanding the foregoing, in the event you experience a Retirement (as defined in the Plan) then you shall vest in the next Tranche of RSUs on the next scheduled Vest Date, that you would have vested in as though your Termination of Employment had occurred on such Vest Date, provided that you, after your Termination of Employment, (i) remain subject to and comply with all restrictive covenants set forth in your Restrictive Covenant Agreement (defined below), and (ii) shall not, directly or indirectly, including through another person, either for you or for any other person, own any interest in, manage, control, participate in, consult with, render services for, permit your name to be used in or in any other manner engage in, any for profit activities (including as an employee, partner, consultant, equityholder or otherwise), in each case of clause (i) and (ii), until such next Vest Date. Notwithstanding the foregoing, section (ii) of the immediately preceding sentence shall not prevent you from (X) serving on the boards of directors of non-profit organizations, (Y) participating in charitable, civic, educational, professional, community or industry activities, or (Z) managing your passive personal or family investments.

Termination of Employment

Upon your Termination of Employment with LendingTree or any of its Subsidiaries or Affiliates during the Restriction Period for any reason, any unvested portion of this RSU Award shall be forfeited and canceled in its entirety without consideration effective immediately upon such Termination of Employment.

For the avoidance of doubt, transfers of employment among the Company and its Subsidiaries and Affiliates, without any break in service, is not a Termination of Employment.

Settlement

Subject to your satisfaction of the tax obligations described immediately below under “Taxes and Withholding,” as soon as practicable after any RSUs in respect of your Award have vested and are no longer subject to the restrictions that apply during the Restriction Period (but in no event later than two and one-half months after the end of the fiscal year in which the RSUs vest), such RSUs shall be settled. For each RSU settled, LendingTree shall issue one Share (or cash equivalent) for each RSU that has vested. Notwithstanding the foregoing, LendingTree shall be entitled to hold the Shares or cash issuable to you upon settlement of all RSUs that have vested until LendingTree or the agent selected by LendingTree to administer the 2023 Plan (the “Agent”) has received from you (i) a duly executed Form W-9 or W-8 and (ii) payment for any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such RSUs.

Taxes and Withholding

No later than the date as of which an amount in respect of any RSUs first becomes includable in your gross income for federal, state, local or foreign income or employment or other tax purposes, LendingTree or its Subsidiaries and/or Affiliates shall, unless prohibited by law, have the right to deduct any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount due to you, including deducting such amount from the delivery of Shares or cash issued upon settlement of the RSUs that gives rise to the withholding requirement. In the event Shares are deducted to cover tax withholdings, the number of Shares withheld shall generally have a Fair Market Value equal to the aggregate amount of LendingTree’s withholding obligation on the date of settlement. If the event that any such deduction and/or withholding is prohibited by law, you shall, prior to or contemporaneously with the settlement of your RSUs, be required to pay to LendingTree, or make arrangements satisfactory to LendingTree regarding the payment of, any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount.

Non-Transferability of the RSUs

Until such time as your RSUs are ultimately settled, they shall not be transferable by you by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise.

No Rights as a Stockholder

Except as otherwise specifically provided in the 2023 Plan, unless and until your RSUs are settled with Shares, you shall not be entitled to any rights of a stockholder with respect to the RSUs (including the right to vote the underlying Shares or receive dividends). Notwithstanding the foregoing, if LendingTree declares and pays dividends on the Common Stock during the Restriction Period for particular RSUs in respect of your Award, you will be credited with additional amounts for each RSU underlying such Award equal to the dividend that would have been paid with respect to such RSU as if it had been an actual share of Common Stock, which amount shall remain subject to restrictions (and as determined by the Committee may be reinvested in RSUs or may be held in kind as restricted property) and shall vest concurrently with the vesting of the RSUs upon which such dividend equivalent amounts were paid (and shall be settled at the same time as the underlying RSUs and also subject to satisfaction of tax withholding).

Restrictive Covenants

Your acceptance of your RSUs shall be conditioned upon, and subject to, the execution of a separate restrictive covenant agreement in a form to be provided by the Company at the time of the Award Date (the “Restrictive Covenant Agreement”).

Other Restrictions

The RSUs shall be subject to the requirement that, if at any time the Committee shall determine that (i) the listing, registration or qualification of the shares of Common Stock subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval of any government regulatory body is necessary or desirable as a condition of, or in connection with, the delivery of shares, then in any such event, the award of RSUs shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

Conflicts and Interpretation

In the event of any conflict between these Terms and Conditions and the 2023 Plan, the 2023 Plan shall control; provided, that an action or provision that is permissive under the terms of the 2023 Plan, and required under these Terms and Conditions, shall not be deemed a conflict and these Terms and Conditions shall control. In the event of any ambiguity in these Terms and Conditions, or any matters as to which these Terms and Conditions are silent, the 2023 Plan shall govern. In the event of (i) any conflict between the Award Notice (or any information posted on LendingTree’s intranet or given to you directly or indirectly through the Agent (including information posted on <https://us.etrade.com/stock-plans>)) and LendingTree’s books and records, or (ii) ambiguity in the Award Notice (or any information posted on LendingTree’s intranet or given to you directly or indirectly through the Agent (including information posted on <https://us.etrade.com/stock-plans>)), LendingTree’s books and records shall control.

Amendment

LendingTree may modify, amend or waive the terms of your RSUs, prospectively or retroactively, but no such modification, amendment or waiver shall materially impair your rights without your consent, except as required by applicable law, NASDAQ or stock exchange rules, tax rules or accounting rules.

Data Protection

The acceptance of your RSUs constitutes your authorization of the release from time to time to LendingTree or any of its Subsidiaries or Affiliates and to the Agent (together, the “Relevant Companies”) of any and all personal or professional data that is necessary or desirable for the administration of your RSUs and/or the 2023 Plan (the “Relevant Information”). Without limiting the above, this authorization permits your employing company to collect, process, register and transfer to the Relevant Companies all Relevant Information (including any professional and personal data that may be useful or necessary for the purposes of the administration of your RSUs and/or the 2023 Plan and/or to implement or structure any further grants of equity awards (if any)). The acceptance of your RSUs also constitutes your authorization of the transfer of the Relevant Information to any jurisdiction in which LendingTree, your employing company or the Agent considers appropriate. You shall have access to, and the right to change, the Relevant Information, which will only be used in accordance with applicable law.

Sections 409A, 280G and 4999 of the Code

Your Award is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code and related rules and regulations (“Section 409A”). In no event shall LendingTree be required to pay you any “gross-up” or other payment with respect to any taxes or penalties imposed under Section 409A (or Code Section 280G or 4999) with respect to any amounts or benefits paid to you in respect of your Award.

Notification of Changes

Any changes to these Terms and Conditions shall either be posted on LendingTree’s intranet or communicated (either directly by LendingTree or indirectly through any of its Subsidiaries, Affiliates or the Agent) to you electronically via e-mail (or otherwise in writing) after such change becomes effective.

**Notice of Stock Option Award Granted Under the
LendingTree, Inc. 2023 Stock Plan**

Important Note: You must login to your account to obtain other important information concerning this Award, such as a copy of the LendingTree, Inc. 2023 Stock Plan (the “2023 Plan”) and the Terms and Conditions for Stock Option Awards (the “Terms and Conditions”). You acknowledge that you have received copies of the 2023 Plan and the 2023 Plan’s prospectus.

Award Recipient: _____

Stock Option Award: Under the 2023 Plan:

You have been awarded a nonqualified option to acquire ____ Shares of LendingTree common stock at an “Exercise Price” of \$____ per Share (“Stock Option”);

Award Date: _____

Vesting Schedule: Subject to your continued employment with LendingTree or its Subsidiaries or Affiliates, your Stock Option shall, subject to the provisions of the 2023 Plan and the Terms and Conditions, vest and no longer be subject to any restriction as of the vesting dates, as set forth below:

Vest Date	Shares Vesting
------------------	-----------------------

Expiration Date: Once vested, your Stock Option will expire upon the earlier of (i) the expiration of the 12-month period following your Termination of Employment for any reason other than due to death, Disability or Retirement, (ii) the expiration of the one-year period following your Termination of Employment due to death, Disability or Retirement or (iii) 10 years from your Award Date (the “Expiration Date”), except as otherwise provided in the 2023 Plan or the attached Terms and Conditions.

If you do not exercise your vested Stock Option before the Expiration Date, your unexercised Stock Option will be forfeited and canceled in its entirety.

Impact of a Termination of Employment: Except as otherwise provided in the 2023 Plan, the Terms and Conditions and any Individual Agreement between you and LendingTree, the unvested portion of this Stock Option will be forfeited without consideration and canceled in its entirety upon your Termination of Employment.

Terms and Conditions: Capitalized terms used (but not defined) in this Award Notice shall have the meanings set forth in the 2023 Plan.

Your Stock Option is subject to the Terms and Conditions attached hereto and the 2023 Plan. Copies of these documents are also available upon request from the Human Resources Department. In the event of a conflict between the Terms and Conditions and this Notice, this Notice shall control.

Without a complete review of these documents, you will not have a full understanding of all the material terms of your Stock Option.

Terms and Conditions for Stock Option Award

Overview

These Terms and Conditions apply to the stock option (the "Award") awarded to you by LendingTree, Inc. ("LendingTree" or the "Company") pursuant to Section 5 of the LendingTree, Inc. 2023 Stock Plan (the "2023 Plan"). You were notified of your Award by way of an award notice (the "Award Notice"). All capitalized terms used herein, to the extent not defined, shall have the meaning as set forth in the 2023 Plan.

Continuous Service

In order for the Award to vest, you must be continuously employed by LendingTree or any of its Subsidiaries or Affiliates during the Restriction Period (as defined below) or as otherwise provided in the Vesting section below. Nothing in your Award Notice, these Terms and Conditions, or the 2023 Plan shall confer upon you any right to continue in the employ or service of LendingTree or any of its Subsidiaries or Affiliates or interfere in any way with their rights to terminate your employment or service at any time and for any or no reason.

Vesting

Subject to the Award Notice, these Terms and Conditions and the 2023 Plan, the Award shall vest and no longer be subject to satisfaction of any restriction as set forth in the Vesting Schedule section of the Award Notice. The period during which such restrictions apply is the "Restriction Period."

The vesting of your Award is conditioned upon your continuous employment with LendingTree or its Subsidiaries or Affiliates through each respective vesting date.

Notwithstanding the foregoing, 100% of your then-outstanding and unvested portion of your Award shall vest upon the occurrence of a Change in Control which occurs during your employment with LendingTree (or any Subsidiary or Affiliate). The term "Change in Control" is defined in the 2023 Plan, and includes certain events affecting LendingTree (not events only affecting specific businesses of LendingTree).

Termination of Employment

Upon your Termination of Employment with LendingTree or any of its Subsidiaries or Affiliates during the Restriction Period for any reason, any unvested portion of this Award shall be forfeited and canceled in its entirety without consideration effective immediately upon such Termination of Employment. The then vested portion of this Stock Option may remain exercisable after your Termination of Employment to the extent permitted under section 5(i) of the 2023 Plan.

For the avoidance of doubt, transfers of employment among the Company and its Subsidiaries and Affiliates, without any break in service, is not a Termination of Employment.

Exercise

When you wish to exercise this Award, you must notify the Company by filing a “Notice of Exercise” in the form prescribed by LendingTree at the address given on the form. Your notice must specify how many Shares you wish to purchase and is subject to the minimum purchase limitation set forth in section 5(g) of the 2023 Plan. The notice can only become effective after it is received and approved by the Company. If someone else wants to exercise this Stock Option after your death, that person must prove to the Company’s satisfaction that he or she is entitled to do so.

When you submit your Notice of Exercise, you must include payment of the aggregate Exercise Price for the Shares you are purchasing. Payment may be made in one (or a combination) of (i) certified or bank check or (ii) to the extent approved by the Committee by any of the methods described in sections 5(g)(i), 5(g)(ii), or 5(g)(iii) of the 2023 Plan.

Taxes and Withholding

No later than the date as of which an amount in respect of any part of this Award first becomes includable in your gross income for federal, state, local or foreign income or employment or other tax purposes, LendingTree or its Subsidiaries and/or Affiliates shall, unless prohibited by law, have the right to deduct any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount due to you, including deducting such amount from the delivery of Shares or cash issued upon settlement of the Award that gives rise to the withholding requirement. In the event Shares are deducted to cover tax withholdings, the number of Shares withheld shall generally have a Fair Market Value equal to the aggregate amount of LendingTree’s withholding obligation on the date of exercise of the Stock Option. If the event that any such deduction and/or withholding is prohibited by law, you shall, prior to or contemporaneously with the settlement of your Award, be required to pay to LendingTree, or make arrangements satisfactory to LendingTree regarding the payment of, any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount. To the extent approved by the Committee, you may satisfy the applicable tax withholding amounts as permitted under section 13(d) of the 2023 Plan.

Non-Transferability of the Award

Your Award shall not be transferable by you by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise except as may be permitted under section 5(j) of the 2023 Plan.

No Rights as a Stockholder

Until your Award is exercised and settled with Shares, you shall not be entitled to any rights of a stockholder with respect to the Award (including the right to vote the underlying Shares or receive dividends). Moreover, if LendingTree declares and pays dividends on the Common Stock during the Restriction Period, this Award will not be credited with any dividends.

Restrictive Covenants

Your acceptance of your Stock Option shall be conditioned upon, and subject to, the execution of separate restrictive covenant agreement in a form to be provided by the Company at the time of the Award Date.

Other Restrictions

The Award shall be subject to the requirement that, if at any time the Committee shall determine that (i) the listing, registration or qualification of the Shares of Common Stock subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval of any government regulatory body is necessary or desirable as a condition of, or in connection with, the delivery of Shares, then in any such event, the Award and/or any issuance of Shares under the Award shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

Conflicts and Interpretation

In the event of any conflict between these Terms and Conditions and the 2023 Plan, the 2023 Plan shall control; provided, that an action or provision that is permissive under the terms of the 2023 Plan, and required under these Terms and Conditions, shall not be deemed a conflict and these Terms and Conditions shall control. In the event of any ambiguity in these Terms and Conditions, or any matters as to which these Terms and Conditions are silent, the 2023 Plan shall govern. In the event of (i) any conflict between the Award Notice (or any information posted on LendingTree's intranet or given to you directly or indirectly through the Agent (including information posted on <https://us.etrade.com/stock-plans>)) and LendingTree's books and records, or (ii) ambiguity in the Award Notice (or any information posted on LendingTree's intranet or given to you directly or indirectly through the Agent (including information posted on <https://us.etrade.com/stock-plans>)), LendingTree's books and records shall control.

Amendment

LendingTree may modify, amend or waive the terms of your Awards, prospectively or retroactively, but no such modification, amendment or waiver shall materially impair your rights without your consent, except as required by applicable law, NASDAQ or stock exchange rules, tax rules or accounting rules.

Data Protection

The acceptance of your Award constitutes your authorization of the release from time to time to LendingTree or any of its Subsidiaries or Affiliates and to the agent selected by LendingTree to administer the 2023 Plan (the "Agent") (together, the "Relevant Companies") of any and all personal or professional data that is necessary or desirable for the administration of your Award and/or the 2023 Plan (the "Relevant Information"). Without limiting the above, this authorization permits your employing company to collect, process, register and transfer to the Relevant Companies all Relevant Information (including any professional and personal data that may be useful or necessary for the purposes of the administration of your Award and/or the 2023 Plan and/or to implement or structure any further grants of equity awards (if any)). The acceptance of your Award also constitutes your authorization of the transfer of the Relevant Information to any jurisdiction in which LendingTree, your employing company or the Agent considers appropriate. You shall have access to, and the right to change, the Relevant Information, which will only be used in accordance with applicable law.

Sections 409A, 280G and 4999 of the Code

Your Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and related rules and regulations ("Section 409A"). In no event shall LendingTree be required to pay you any "gross-up" or other payment with respect to any taxes or penalties imposed under Section 409A (or Code Section 280G or 4999) with respect to any amounts or benefits paid to you in respect of your Award.

Notification of Changes

Any changes to these Terms and Conditions shall either be posted on LendingTree's intranet or communicated (either directly by LendingTree or indirectly through any of its Subsidiaries, Affiliates or the Agent) to you electronically via e-mail (or otherwise in writing) after such change becomes effective.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of LendingTree, Inc. of our report dated February 27, 2023 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in LendingTree Inc.'s Annual Report on Form 10-K for the year ended December 31, 2022.

/s/ PricewaterhouseCoopers LLP
Charlotte, North Carolina
July 31, 2023

Calculation of Filing Fee Tables

Form S-8
(Form Type)**LendingTree, Inc.**
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule (1)	Amount Registered (2)	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
	Equity	Common Stock, par value \$0.01 per share	Other	1,632,594 (3)	\$27.19 (1)	\$44,390,231	\$0.00011020	\$4,891.80
	Equity	Common Stock, par value \$0.01 per share	Other	100,000 (4)	\$27.19 (1)	\$2,719,000	\$0.00011020	\$299.63
Total Offering Amounts						\$47,109,231		\$5,191.44
Total Fee Offsets								-
Net Fee Due								\$5,191.44

Table 2: Fee Offset Claims and Sources

Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
--------------------------	---------------------	-------------	---------------------	--------------------	--	---	--	---	---------------------------------

Rule 457(p)

- (1) Estimated solely for purposes of calculating the registration fee pursuant to Rules 457(c) and 457(h) of the Securities Act of 1933, as amended (the "Securities Act"), by averaging the high and low sales prices of LendingTree, Inc.'s (the "Registrant's") common stock, par value \$0.01 per share ("Common Stock"), as reported on The Nasdaq Global Select Market on July 24, 2023, which date is within five business days prior to the filing of this Registration Statement.
- (2) Pursuant to Rule 416(a) of the Securities Act, this Registration Statement shall also cover any additional shares of Common Stock of the Registrant that become issuable under the Registrant's 2023 Stock Plan (the "2023 Plan") and 2023 Inducement Grant Plan (the "2023 Inducement Plan") by reason of any stock dividend, stock split, recapitalization or other similar transaction that increases the number of outstanding shares of Common Stock. In addition, pursuant to Rule 416(c) under the Securities Act, this Registration Statement shall also cover an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plans described herein.
- (3) Represents the sum of 1,022,332 shares of Common Stock reserved for issuance under the 2023 Plan minus 389,738 shares of Common Stock granted under the LendingTree, Inc. 2008 Stock Plan (the "2008 Plan") between December 31, 2022 and June 21, 2023, the effective date of the 2023 Plan, plus 1,000,000 shares of Common Stock underlying outstanding awards granted under the 2008 Plan, which if cancelled, forfeited or terminated for any reason prior to exercise, delivery or becoming vested in full, would otherwise have been returned to the share reserve under the 2008 Plan, but which instead will now be available for future grant under the 2023 Plan. No further grants will be made under the 2008 Plan.
- (4) Represents 100,000 shares of Common Stock reserved for issuance under the 2023 Inducement Plan.