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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2016

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number 001-34835

Envestnet, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

35 East Wacker Drive, Suite 2400, Chicago, IL

(Address of principal executive offices)

20-1409613

(I.R.S Employer
Identification No.)

60601

(Zip Code)

Registrant's telephone number, including area code:
(312) 827-2800

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

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

As of August 1, 2016, 42,811,027 shares of the common stock with a par value of \$0.005 per share were outstanding.

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Envestnet, Inc.
Condensed Consolidated Balance Sheets
(in thousands, except share information)
(unaudited)

	June 30, 2016	December 31, 2015
Assets		
Current assets:		
Cash and cash equivalents	\$ 38,522	\$ 51,718
Fees and other receivables, net	42,549	46,756
Prepaid expenses and other current assets	30,497	13,239
Total current assets	<u>111,568</u>	<u>111,713</u>
Property and equipment, net	28,696	28,681
Internally developed software, net	11,490	9,897
Intangible assets, net	273,979	292,675
Goodwill	423,450	421,273
Deferred tax assets, net	—	2,688
Other non-current assets	11,764	9,322
Total assets	<u>\$ 860,947</u>	<u>\$ 876,249</u>
Liabilities and Equity		
Current liabilities:		
Accrued expenses and other liabilities	\$ 67,213	\$ 83,411
Accounts payable	15,941	10,420
Current portion of debt	6,064	6,064
Contingent consideration	2,763	2,537
Deferred revenue	15,272	15,089
Total current liabilities	<u>107,253</u>	<u>117,521</u>
Convertible notes	149,465	146,418
Term notes	135,303	138,335
Contingent consideration	894	1,506
Deferred revenue	16,115	14,378
Deferred rent and lease incentive	10,651	10,976
Deferred tax liabilities, net	816	—
Other non-current liabilities	7,823	6,288
Total liabilities	<u>428,320</u>	<u>435,422</u>
Commitments and contingencies		
Redeemable units in ERS	900	900
Equity:		
Stockholders' equity:		
Preferred stock, par value \$0.005, 50,000,000 shares authorized		
Common stock, par value \$0.005, 500,000,000 shares authorized; 55,101,301 and 53,925,415 shares issued as of June 30, 2016 and December 31, 2015, respectively; 42,770,725 and 41,979,126 shares outstanding as of June 30, 2016 and December 31, 2015, respectively		
	276	270
Additional paid-in capital	495,252	474,726
Accumulated deficit	(33,943)	(15,007)
Treasury stock at cost, 12,330,576 and 11,946,289 shares as of June 30, 2016 and December 31, 2015, respectively	(30,488)	(20,654)
Accumulated other comprehensive income	232	194
Total stockholders' equity	<u>431,329</u>	<u>439,529</u>
Non-controlling interest	398	398
Total equity	<u>431,727</u>	<u>439,927</u>
Total liabilities and equity	<u>\$ 860,947</u>	<u>\$ 876,249</u>

See accompanying notes to unaudited Condensed Consolidated Financial Statements.

Envestnet, Inc.
Condensed Consolidated Statements of Operations
(in thousands, except share and per share information)
(unaudited)

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Revenues:				
Assets under management or administration	\$ 86,056	\$ 83,819	\$ 168,927	\$ 164,896
Subscription and licensing	47,037	15,045	90,657	29,094
Professional services and other	8,615	3,799	13,945	5,127
Total revenues	<u>141,708</u>	<u>102,663</u>	<u>273,529</u>	<u>199,117</u>
Operating expenses:				
Cost of revenues	44,902	42,486	85,060	81,181
Compensation and benefits	57,664	31,956	120,280	63,491
General and administration	28,220	15,512	53,947	29,721
Depreciation and amortization	17,100	5,725	33,180	11,058
Restructuring charges	152	518	152	518
Total operating expenses	<u>148,038</u>	<u>96,197</u>	<u>292,619</u>	<u>185,969</u>
Income (loss) from operations	(6,330)	6,466	(19,090)	13,148
Other expense, net	(4,831)	(2,251)	(8,780)	(4,454)
Income (loss) before income tax provision	(11,161)	4,215	(27,870)	8,694
Income tax provision (benefit)	(3,218)	1,679	(8,934)	3,647
Net income (loss)	(7,943)	2,536	(18,936)	5,047
Add: Net income (loss) attributable to non-controlling interest	—	—	—	—
Net income (loss) attributable to Envestnet, Inc.	<u>\$ (7,943)</u>	<u>\$ 2,536</u>	<u>\$ (18,936)</u>	<u>\$ 5,047</u>
Net income (loss) per share attributable to Envestnet, Inc.:				
Basic	<u>\$ (0.19)</u>	<u>\$ 0.07</u>	<u>\$ (0.44)</u>	<u>\$ 0.14</u>
Diluted	<u>\$ (0.19)</u>	<u>\$ 0.07</u>	<u>\$ (0.44)</u>	<u>\$ 0.13</u>
Weighted average common shares outstanding:				
Basic	<u>42,752,465</u>	<u>35,776,125</u>	<u>42,632,964</u>	<u>35,463,623</u>
Diluted	<u>42,752,465</u>	<u>37,654,074</u>	<u>42,632,964</u>	<u>37,504,028</u>

See accompanying notes to unaudited Condensed Consolidated Financial Statements.

Envestnet, Inc.
Condensed Consolidated Statements of Comprehensive Income
(in thousands)
(unaudited)

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Net income (loss) attributable to Envestnet, Inc.	\$ (7,943)	\$ 2,536	\$ (18,936)	\$ 5,047
Other comprehensive income, net of taxes				
Foreign currency translation loss	(299)	—	(314)	—
Unrealized gain on foreign currency contracts designated as cash flow hedges	175	—	352	—
Total other comprehensive income, net of taxes	(124)	—	38	—
Comprehensive income (loss), net of taxes	<u>\$ (8,067)</u>	<u>\$ 2,536</u>	<u>\$ (18,898)</u>	<u>\$ 5,047</u>

See accompanying notes to unaudited Condensed Consolidated Financial Statements.

Investnet, Inc.
Condensed Consolidated Statement of Equity
(in thousands, except share information)
(unaudited)

	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income		Non- controlling Interest	Total Stockholders' Equity
	Shares	Amount	Shares	Amount		Income	Deficit		
	Balance, December 31, 2015	53,925,415	\$ 270	(11,946,289)		\$ (20,654)	\$ 474,726		
Exercise of stock options	248,288	1	—	—	2,278	—	—	—	2,279
Issuance of common stock - vesting of restricted stock units	927,598	5	—	—	—	—	—	—	5
Stock-based compensation expense	—	—	—	—	18,065	—	—	—	18,065
Excess tax benefits from stock-based compensation expense	—	—	—	—	183	—	—	—	183
Purchase of treasury stock for stock-based minimum tax withholdings	—	—	(340,677)	(8,386)	—	—	—	—	(8,386)
Common stock shares repurchased	—	—	(43,610)	(1,448)	—	—	—	—	(1,448)
Foreign currency translation loss	—	—	—	—	—	(314)	—	—	(314)
Unrealized gain on foreign currency contracts designated as accounting hedges	—	—	—	—	—	352	—	—	352
Net loss	—	—	—	—	—	—	(18,936)	—	(18,936)
Balance, June 30, 2016	<u>55,101,301</u>	<u>\$ 276</u>	<u>(12,330,576)</u>	<u>\$ (30,488)</u>	<u>\$ 495,252</u>	<u>\$ 232</u>	<u>\$ (33,943)</u>	<u>\$ 398</u>	<u>\$ 431,727</u>

See accompanying notes to unaudited Condensed Consolidated Financial Statements

Investnet, Inc.
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Six Months Ended	
	June 30,	
	2016	2015
OPERATING ACTIVITIES:		
Net income (loss)	\$ (18,936)	\$ 5,047
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	33,180	11,058
Deferred rent and lease incentive	(325)	219
Provision for doubtful accounts	106	37
Deferred income taxes	3,504	808
Stock-based compensation expense	18,318	6,749
Excess tax benefits from stock-based compensation expense	(183)	(15,495)
Non-cash interest expense	4,031	4,697
Accretion on contingent consideration	120	651
Fair market value adjustment on contingent consideration	489	(1,902)
Loss on disposal of fixed assets	220	—
Changes in operating assets and liabilities, net of acquisitions:		
Fees and other receivables	4,242	(8,825)
Prepaid expenses and other current assets	(17,116)	2,028
Other non-current assets	(2,320)	(1,743)
Accrued expenses and other liabilities	(4,967)	(5,762)
Accounts payable	2,597	1,439
Deferred revenue	1,447	5,978
Other non-current liabilities	1,535	(330)
Net cash provided by operating activities	<u>25,942</u>	<u>4,654</u>
INVESTING ACTIVITIES:		
Purchase of property and equipment	(4,632)	(4,912)
Capitalization of internally developed software	(3,245)	(2,208)
Investment in private company	—	(1,500)
Purchase of ERS units	(1,500)	—
Acquisition of businesses, net of cash acquired	(18,394)	(21,712)
Net cash used in investing activities	<u>(27,771)</u>	<u>(30,332)</u>
FINANCING ACTIVITIES:		
Proceeds from borrowings on revolving credit facility	15,000	—
Payment on revolving credit facility	(15,000)	—
Payment of term notes	(4,000)	—
Proceeds from exercise of stock options	2,279	5,909
Excess tax benefits from stock-based compensation expense	183	15,495
Purchase of treasury stock for stock-based minimum tax withholdings	(9,834)	(6,555)
Issuance of restricted stock units	5	2
Net cash provided by (used in) financing activities	<u>(11,367)</u>	<u>14,851</u>
DECREASE IN CASH AND CASH EQUIVALENTS	<u>(13,196)</u>	<u>(10,827)</u>
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	<u>51,718</u>	<u>209,754</u>
CASH AND CASH EQUIVALENTS, END OF PERIOD	<u>\$ 38,522</u>	<u>\$ 198,927</u>
Supplemental disclosure of cash flow information - net cash paid (refunded) during the period for income taxes	\$ (915)	\$ 791
Supplemental disclosure of cash flow information - cash paid during the period for interest	4,192	1,634
Supplemental disclosure of non-cash operating, investing and financing activities:		
Contingent consideration from a business acquisition	1,929	—
Stock and stock options issued in acquisition of business	—	8,930
Purchase liabilities included in accrued expenses	—	3,520

See accompanying notes to unaudited Condensed Consolidated Financial Statements.

Investnet, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements
(in thousands, except share and per share amounts)

1. Organization and Description of Business

Investnet, Inc. (“Investnet”) and its subsidiaries (collectively, the “Company”) provide open-architecture wealth management services and technology to independent financial advisors and financial institutions. These services and related technology are provided via Investnet’s wealth management software, Investnet | PMC[®], Investnet | Tamarac[™], Vantage Reporting Solution[™], Investnet | WMS[™], Investnet | Placemark[™], Investnet | Retirement Solutions, Investnet | Yodlee[™] and Investnet | Finance Logix[™].

We offer these solutions principally through the following product and services suites:

- *Investnet | Advisor Suite*[™] empowers advisors to better manage client outcomes and strengthen their practice. Our software unifies the applications and services advisors use to manage their practice and advise their clients, including data aggregation; financial planning; capital markets assumptions; asset allocation guidance; research and due diligence on investment managers and funds; portfolio management, trading and rebalancing; multi-custodial, aggregated performance reporting; and billing calculation and administration.
- *Investnet | PMC*[®], our Portfolio Management Consultants group, primarily engages in consulting services aimed at providing financial advisors with additional support in addressing their clients’ needs, as well as the creation of investment solutions and products. Investnet | PMC’s investment solutions and products include managed account and multi-manager portfolios, mutual fund portfolios and Exchange Traded Funds (“ETF”) portfolios. Investnet | PMC offers Prima Premium Research, comprising institutional-quality research and due diligence on investment managers, mutual funds, ETFs and liquid alternatives funds. Investnet | PMC also offers Placemark Overlay Services which includes patented portfolio overlay and tax optimization services.
- *Investnet | Vantage*[™] software aggregates and manages investment data, provides performance reporting and benchmarking, giving advisors an in-depth view of clients’ various investments, empowering advisors to give holistic, personalized advice and consulting.
- *Investnet | Advisor Now*[™] offers a private-labeled investor engagement technology enabling advisors to deliver a compelling digital wealth management experience to their clients.
- *Investnet | Finance Logix*[™] provides financial planning and wealth management software solutions to banks, broker-dealers and RIAs.
- *Investnet | Tamarac*[™] provides leading portfolio accounting, rebalancing, trading, performance reporting and client relationship management (“CRM”) software, principally to high-end RIAs.
- *Investnet | Retirement Solutions* (“ERS”) offers a comprehensive suite of services designed specifically for retirement plan professionals. With our integrated technology, ERS addresses the regulatory, data, and investment needs of retirement plans and delivers the information holistically.
- *Investnet | Yodlee*[™] is a leading data aggregation and data analytics platform powering dynamic, cloud-based innovation for digital financial services.

Through these platform and service offerings, the Company provides open-architecture support for a wide range of investment products (separately managed accounts, multi-manager accounts, mutual funds, exchange-traded funds, stock baskets, alternative investments, and other fee-based investment solutions) from Investnet | PMC and other leading investment providers via multiple custodians, and also account administration and reporting services.

Investnet operates five RIAs and a registered broker-dealer. The RIAs are registered with the Securities and Exchange Commission (“SEC”). The broker-dealer is registered with the SEC, all 50 states and the District of Columbia and is a member of the Financial Industry Regulatory Authority (“FINRA”).

2. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of the Company as of June 30, 2016 and for the three and six months ended June 30, 2016 and 2015 have not been audited by an independent registered public accounting firm. These unaudited condensed consolidated financial statements have been prepared on the same basis as our audited consolidated financial statements for the year ended December 31, 2015 and reflect all normal recurring adjustments which are, in the opinion of management, necessary to present fairly the Company's financial position as of June 30, 2016 and the results of operations, equity and cash flows for the periods presented herein. The unaudited condensed consolidated balance sheet as of June 30, 2016 was derived from the Company's audited financial statements for the year ended December 31, 2015 but does not include all disclosures, including notes required by accounting principles generally accepted in the United States of America ("GAAP"). The condensed consolidated financial statements include the accounts of Envestnet and its subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation. Accounts denominated in a non-U.S. currency have been re-measured using the U.S. dollar as the functional currency. The results of operations for the three and six months ended June 30, 2016 are not necessarily indicative of the operating results to be expected for other interim periods or for the full fiscal year.

The unaudited condensed consolidated financial statements have been prepared pursuant to the rules and regulations of the SEC. Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2015, filed with the SEC on February 29, 2016.

The preparation of these unaudited condensed consolidated financial statements requires management to make estimates and assumptions related to the reporting of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities to prepare these consolidated financial statements in conformity with GAAP. Areas requiring the use of management estimates relate to revenue recognition, valuations and assumptions used for impairment testing of goodwill, intangible and other long-lived assets, fair value of restricted stock and stock options issued, fair value of contingent consideration, realization of deferred tax assets, uncertain tax positions, fair value of the liability portion of the convertible debt and assumptions used to allocate purchase prices in business combinations. Actual results could differ materially from these estimates under different assumptions or conditions.

Share repurchase program - February 25, 2016, the Company announced that its Board of Directors had authorized a share repurchase program under which the Company may repurchase up to 2,000,000 shares of its common stock. The timing and volume of share repurchases will be determined by the Company's management based on its ongoing assessments of the capital needs of the business, the market price of its common stock and general market conditions. No time limit has been set for the completion of the repurchase program, and the program may be suspended or discontinued at any time. The repurchase program authorizes the Company to purchase its common stock from time to time in the open market (including pursuant to a "Rule 10b5-1 plan"), in block transactions, in privately negotiated transactions, through accelerated stock repurchase programs, through option or other forward transactions or otherwise, all in compliance with applicable laws and other restrictions. As of June 30, 2016, 1,956,390 shares could still be purchased under this program.

Recent Accounting Pronouncements - In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU 2014-09, "Revenue from Contracts with Customers," which amends the existing accounting standards for revenue recognition. ASU 2014-09 is based on principles that govern the recognition of revenue at an amount an entity expects to be entitled when products are transferred to customers.

The original effective date for ASU 2014-09 would have required the Company to adopt beginning in its first quarter of 2017. In July 2015, the FASB voted to amend ASU 2014-09 by approving a one-year deferral of the effective date as well as providing the option to early adopt the standard on the original effective date. Accordingly, the Company will adopt the standard in its first quarter of 2018. The new revenue standard may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. The Company is currently evaluating the impact of the adoption of the new revenue standard on its consolidated financial statements.

In February 2015, the FASB issued ASU 2015-02, "Amendments to the Consolidation Analysis," which amends the consolidation requirements in ASC 810. These changes became effective for the Company's fiscal year beginning January 1, 2016. The adoption of this standard did not have a material impact on its condensed consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03, "Simplifying the Presentation of Debt Issuance Costs," which requires that debt issuance costs related to a recognized debt liability be presented as a reduction to the carrying amount of that debt liability, not as an

asset. The Company adopted the guidance for the Company's fiscal year beginning January 1, 2016 and resulted in decreases in current assets and current liabilities of \$1,936 and decreases in non-current assets and non-current liabilities of \$7,380 in the prior year.

In November 2015, the FASB issued ASU 2015-17, "Balance Sheet Classification of Deferred Taxes," which requires entities with a classified balance sheet to present all deferred tax assets and liabilities as non-current. The updated guidance became effective under early adoption for the Company's fiscal year beginning January 1, 2015 and resulted in a reclassification of \$4,654 from current deferred tax assets to non-current deferred tax assets in the prior year.

In September 2015, the FASB issued ASU No. 2015-16, "Simplifying the Accounting for Measurement-Period Adjustments". This standard requires that an acquirer recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustment amounts are determined. Entities were required to retrospectively apply adjustments made to provisional amounts recognized in a business combination. This standard is effective for fiscal years beginning after December 15, 2015, including interim periods within those fiscal years. These changes became effective for the Company's fiscal year beginning January 1, 2016 and have been reflected in these financial statements.

In February 2016, the FASB issued ASU 2016-02, "Leases". This update amends the requirements for assets and liabilities recognized for all leases longer than twelve months. Lessees will be required to recognize a lease liability measured on a discounted basis, which is the lessee's obligation to make lease payments arising from the lease, and a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. This standard will be effective for financial statements issued by public companies for the annual and interim periods beginning after December 15, 2018. Early adoption of the standard is permitted. The Company is currently evaluating the potential impact of this guidance on our consolidated financial statements.

In March 2016, The FASB issued ASU 2016-09, "Improvements to Employee Share-Based Payment Accounting". This update is intended to reduce the cost and complexity of accounting for share-based payments; however, some changes may also increase volatility in reported earnings. Under the new guidance, all excess tax benefits and deficiencies will be recorded as an income tax benefit or expense in the income statement and excess tax benefits will be recorded as an operating activity in the statement of cash flows. The new guidance also allows withholding up to the maximum individual statutory tax rate without classifying the awards as a liability. The cash paid to satisfy the statutory income tax withholding obligation will be classified as a financing activity in the statement of cash flows. Lastly, the update allows forfeitures to be estimated or recognized when they occur. The requirements for the excess tax effects related to share-based payments at settlement must be applied on a prospective basis, and the other requirements under this standard are to be applied on a retrospective basis. This standard will be effective for financial statements issued by public companies for annual and interim periods beginning after December 15, 2016. The Company is currently evaluating the potential impact of this guidance on our consolidated financial statements.

3. Business Acquisitions

FinaConnect, Inc.

On February 1, 2016 Envestnet acquired all of the outstanding shares of capital stock of FinaConnect, Inc. ("FinaConnect"). FinaConnect is a software as a services (SaaS) platform that provides reporting and practice management capabilities to financial professionals servicing the retirement plan market and is the technology platform supporting the ERS service offering. FinaConnect is included in the Envestnet segment.

The Company acquired FinaConnect with plans to combine the FinaConnect assets with ERS. In addition to adding the client list serviced directly by FinaConnect, the goodwill arising from the acquisition represents the advantage of ownership of the technology powering the ERS solution, removal of ongoing licensing payments made to FinaConnect and the full integration of the knowledge and experience of the FinaConnect workforce. The goodwill is deductible for income tax purposes.

In connection with the acquisition of FinaConnect, the Company paid upfront cash consideration of \$6,425 and Company is required to pay contingent consideration of four times the incremental revenue on a certain book of business for the next two years, not to exceed a total amount of \$3,500.

The preliminary estimated consideration transferred in the acquisition was as follows:

Cash consideration	\$ 6,425
Contingent consideration liability	1,929
Working capital adjustment	269
Cash acquired	(1)
Total	\$ 8,622

The estimated fair values of certain working capital balances, contingent consideration, deferred revenue, identifiable intangible assets and goodwill are provisional and are based on the information that was available as of the acquisition date. The estimated fair values of these provisional items are based on certain internal valuations and are not yet at the point where there is sufficient information for a definitive measurement. The Company believes the preliminary information provides a reasonable basis for estimating the fair values of these amounts, but is waiting for additional information necessary to finalize those fair values. Therefore, provisional measurements of fair values reflected are subject to change and such changes could be significant. The Company expects to finalize the valuation of contingent consideration, deferred revenue, deferred income taxes and intangible assets, and complete the acquisition accounting as soon as practicable but no later than January 31, 2017.

The following table summarizes the preliminary estimated fair values of the assets acquired and liabilities assumed at the date of acquisition and the adjustments made since the date of acquisition:

	Measurement		
	Preliminary Estimate	Period Adjustments	Estimate as of June 30, 2016
Total tangible assets acquired	\$ 136	\$ 147	\$ 283
Total liabilities assumed	(556)	83	(473)
Identifiable intangible assets	5,425	—	5,425
Goodwill	3,617	(230)	3,387
Total net assets acquired	\$ 8,622	\$ —	\$ 8,622

A summary of preliminary intangible assets acquired, estimated useful lives and amortization methods are as follows:

	Amount	Weighted Average	Amortization
		Useful Life in Years	Method
Customer list	\$ 4,300	12	Accelerated
Proprietary technology	800	5	Straight-line
Trade names and domains	325	2	Straight-line
Total	\$ 5,425		

The results of FinaConnect's operations are included in the condensed consolidated statement of operations beginning February 1, 2016, and are not considered material to the Company's results of operations.

Castle Rock Innovations, Inc.

On August 31, 2015, the Company acquired all of the outstanding shares of capital stock of Castle Rock Innovations, Inc., a Delaware corporation ("Castle Rock"). Castle Rock provides data aggregation and plan benchmark solutions to retirement plan record-keepers, broker-dealers, and advisors.

The Company acquired Castle Rock with plans to combine the Castle Rock offering into ERS. Castle Rock’s AXIS Retirement Plan Analytics Platform enables retirement plan fiduciaries to comply with 408(b)(2) and 404a-5 regulatory fee disclosure reporting requirements. The AXIS platform offers a single web-based interface and data repository to service the reporting needs of all types of retirement plans, and can be integrated with all record-keeping systems. AXIS also includes features for editing and generating reports for filings, reporting plan expenses, and comparing retirement plans and participants to those of their peers by industry, company size, and other characteristics. The goodwill arising from the acquisition represents the expected synergistic benefits of the transaction and the knowledge and experience of the workforce in place. The goodwill is not deductible for income tax purposes.

The preliminary estimated consideration transferred in the acquisition was as follows:

Cash consideration	\$ 6,190
Contingent consideration liability	1,500
Cash acquired	<u>(320)</u>
Total	<u>\$ 7,370</u>

In connection with the acquisition of Castle Rock, the Company is required to pay contingent consideration of 40% of the first annual post-closing period revenues minus \$100, 35% of the second annual post-closing period revenue minus \$100 and 30% of the third annual post-closing period revenue minus \$100. The Company recorded a preliminary estimated liability as of the date of acquisition of \$1,500, which represented the estimated fair value of contingent consideration on the date of acquisition and is considered a Level III fair value measurement as described in Note 8.

The preliminary estimated fair value of contingent consideration as of the date of acquisition was \$1,500. This amount was the present value of an undiscounted liability of \$1,600, applying a discount rate of 2.7%, 3.0%, and 3.3% to the first, second, and third post-closing periods, respectively. The first, second and third undiscounted payments are anticipated to be \$714 on September 30, 2016, \$603 on September 30, 2017, and \$275 on September 30, 2018. During the three and six months ended June 30, 2016, the Company made a fair market value upward adjustment on the contingent consideration of \$0 and \$200, respectively and that adjustment is included in general and administration expense in the condensed consolidated statement of operations.

The estimated fair values of certain working capital balances, contingent consideration, deferred revenue, deferred income taxes, unrecognized tax benefits, identifiable intangible assets and goodwill are provisional and are based on the information that was available as of the acquisition date. The estimated fair values of these provisional items are based on certain valuation and other studies and are in progress and not yet at the point where there is sufficient information for a definitive measurement. The Company believes the preliminary information provides a reasonable basis for estimating the fair values of these amounts, but is waiting for additional information necessary to finalize those fair values. Therefore, provisional measurements of fair values reflected are subject to change and such changes could be significant. The Company expects to finalize the valuation of contingent consideration, deferred revenue, deferred income taxes and intangible assets, and complete the acquisition accounting as soon as practicable but no later than August 30, 2016.

The following table summarizes the preliminary estimated fair values of the assets acquired and liabilities assumed at the date of acquisition and the adjustments made since the date of acquisition:

	Preliminary Estimate	Measurement Period Adjustments	Estimate as of June 30, 2016
Total tangible assets acquired	\$ 255	\$ (112)	\$ 143
Total liabilities assumed	(1,305)	—	(1,305)
Identifiable intangible assets	3,400	—	3,400
Goodwill	5,020	112	5,132
Total net assets acquired	<u>\$ 7,370</u>	<u>\$ —</u>	<u>\$ 7,370</u>

A summary of preliminary intangible assets acquired, estimated useful lives and amortization method is as follows:

	<u>Amount</u>	<u>Weighted Average Useful Life in Years</u>	<u>Amortization Method</u>
Customer list	\$ 2,500	12	Accelerated
Proprietary technology	800	5	Straight-line
Trade names and domains	100	4	Straight-line
Total	<u>\$ 3,400</u>		

For the three and six months ended June 30, 2016, acquisition related costs for Castle Rock totaled \$41 and \$85 respectively, and are included in general and administration expenses. The Company may incur additional acquisition related costs during 2016.

On September 1, 2015, ERS accepted the subscription of certain former owners of Castle Rock (the "Castle Rock Parties") to purchase a 6.5% ownership interest of ERS for \$900. The Castle Rock Parties have the right to require ERS to repurchase units issued pursuant to the subscription in approximately 36 months after September 1, 2015 for the amount of \$900. This purchase obligation is guaranteed by the Company and is reflected outside of permanent equity in the condensed consolidated balance sheet.

Yodlee, Inc.

On November 19, 2015, pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated August 10, 2015, among Yodlee, the Company and Yale Merger Corp. ("Merger Sub"), a wholly owned subsidiary of Envestnet, Merger Sub was merged (the "Merger") with and into Yodlee with Yodlee continuing as a wholly owned subsidiary of Envestnet.

Yodlee, operating as Envestnet | Yodlee, is a leading data aggregation and data analytics platform powering dynamic, cloud-based innovation for digital financial services. Yodlee powers digital financial solutions for over 22 million paid subscribers and over 1,000 financial institutions, financial technology innovators and financial advisory firms. Founded in 1999, the company has built a network of over 15,000 data sources and been awarded 78 patents.

Under the terms of the Merger Agreement, Yodlee stockholders received \$11.51 in cash and 0.1889 of a share of Envestnet common stock per Yodlee share. Based upon the volume weighted average price per share of Envestnet common stock for the ten consecutive trading days ending on (and including) November 17, 2015, the second trading day immediately prior to completion of the Merger, Yodlee stockholders received total consideration with a value of \$17.49 per share.

Net cash consideration totaled approximately \$375,658 and the Company issued approximately 5,974,000 shares of Envestnet common stock to Yodlee stockholders in the Merger. Holders of 577,829 shares of Yodlee common stock exercised their statutory appraisal rights under Delaware law. As of December 31, 2015 the Company recognized a liability in the amount of \$10,061, which represented \$17.49 in cash for each share of Yodlee common stock held by them. Although the Company believed the fair value of these shares did not exceed the consideration paid in the Acquisition, nevertheless, during the first quarter of 2016, the Company settled the appraisal claim in order to avoid the costs, uncertainties, disruptions and distraction of potential litigation. The difference between the liability as of December 31, 2015 and the settlement amount resulted in an increase to goodwill and total consideration paid.

The Company acquired Yodlee to enhance the Company's wealth management solutions with a deeply integrated data aggregation capability, expand the Company's addressable market by delivering the Company's wealth management solutions to Yodlee's clients and partners, and benefit from the revenue potential resulting from Yodlee's fast growing data analytics solutions.

The goodwill arising from the acquisition represents the expected synergistic benefits of the transaction, primarily related to an increase in future revenues as a result of potential cross selling opportunities and new lines of business, as well as lower future operating expenses. The goodwill is also related to the knowledge and experience of the workforce in place. The goodwill is not deductible for income tax purposes.

The preliminary estimated consideration transferred in the acquisition was as follows:

Cash consideration	\$ 375,658
Stock consideration	186,522
Attribution of the fair market value of replacement awards	4,318
Cash acquired	(63,234)
	<u>\$ 503,264</u>

In connection with the Yodlee merger, the Company issued 1,052,000 shares of Envestnet restricted stock awards (“replacement awards”) in connection with unvested Yodlee employee equity awards. The Yodlee unvested stock options and unvested restricted stock units were canceled and exchanged for the replacement awards. In accordance with ASC 805, these awards are considered to be replacement awards. Exchanges of share options or other share-based payment awards in conjunction with a business combination are modifications of share-based payment awards in accordance with ASC Topic 718. As a result, a portion of the fair-value-based measure of Envestnet’s replacement awards are included in measuring the consideration transferred in the business combination. To determine the portion of the replacement award that is part of consideration transferred to acquire Yodlee, we have measured both the replacement awards granted by Envestnet and the historical Yodlee awards as of November 19, 2015 in accordance with ASC 718. The portion of the fair-value-based measure of the replacement award that is part of the consideration transferred in exchange for the acquisition of Yodlee, equals the portion of the Yodlee award that is attributable to pre-combination service. Envestnet is attributing a portion of the replacement awards to post-combination service as these awards require post-combination service. The fair value of the replacement awards was estimated to be \$32,836 of which \$4,318 was attributable to pre-acquisition services. The remaining fair value of \$28,518 will be amortized over a period of 43 months subsequent to the acquisition date.

The estimated fair values of certain working capital balances, property and equipment, deferred revenue, deferred income taxes, unrecognized tax benefits, attribution of the fair market value of replacement awards, identifiable intangible assets and goodwill are provisional and are based on the information that was available as of the acquisition date. The estimated fair values of these provisional items are based on certain valuation and other studies and are in progress and not yet at the point where there is sufficient information for a definitive measurement. The Company believes the preliminary information provides a reasonable basis for estimating the fair values of these amounts, but is waiting for additional information necessary to finalize those fair values. Therefore, provisional measurements of fair values reflected are subject to change and such changes could be significant. The Company expects to finalize the valuation of tangible assets and liabilities, identifiable intangible assets and goodwill and complete the acquisition accounting as soon as practicable but no later than November 18, 2016.

The following table summarizes the preliminary estimated fair values of the assets acquired and liabilities assumed at the date of acquisition and the adjustments made since the date of acquisition:

	Preliminary Estimate	Measurement	
		Period Adjustments	Estimate as of June 30, 2016
Total tangible assets acquired	\$ 33,815	\$ 2,799	\$ 36,614
Total liabilities assumed	(55,240)	163	(55,077)
Identifiable intangible assets	237,000	—	237,000
Goodwill	286,049	(1,322)	284,727
Total net assets acquired	<u>\$ 501,624</u>	<u>\$ 1,640</u>	<u>\$ 503,264</u>

A preliminary summary of intangible assets acquired, estimated useful lives and amortization method is as follows:

	Amount	Weighted Average	Amortization
		Useful Life in Years	Method
Customer list	\$ 178,000	12	Accelerated
Backlog	11,000	4	Accelerated
Proprietary technology	35,000	5	Straight-line
Trade names	13,000	6	Straight-line
Total	<u>\$ 237,000</u>		

The results of Envestnet | Yodlee's operations are included in the condensed consolidated statement of operations beginning November 20, 2015. Envestnet | Yodlee's revenues for the three and six month periods ended June 30, 2016 totaled \$30,992 and \$59,623, respectively. Envestnet | Yodlee's pre-tax loss for the three and six month periods ended June 30, 2016 totaled \$11,165 and \$25,023, respectively. The pre-tax losses include estimated acquired intangible asset amortization of \$8,570 and \$17,141 for the three and six month periods ended June 30, 2016, respectively.

For the three and six month periods ended June 30, 2016, acquisition related costs for Yodlee totaled \$309 and \$1,574, respectively, and are included in general and administration expenses. The Company will incur additional acquisition related costs during 2016.

Pro forma results for Envestnet, Inc. giving effect to the Finance Logix, Castle Rock and Yodlee acquisitions

The acquisition accounting for Finance Logix was completed in 2015 and therefore the business acquisition disclosure does not appear in Note 3. The following pro forma financial information presents the combined results of operations of Envestnet, Finance Logix, Castle Rock and Yodlee for the three and six month periods ended June 30, 2015. The pro forma financial information presents the results as if the acquisitions had occurred as of the beginning of 2015. The results of FinaConnect are not included in the pro forma financial information presented below as the FinaConnect acquisition was not considered material to the Company's results of operations.

The unaudited pro forma results presented include amortization charges for acquired intangible assets, stock-based compensation expense and the related tax effect on the aforementioned items.

Pro forma financial information is presented for informational purposes and is not indicative of the results of operations that would have been achieved if the acquisitions had taken place as of the beginning of 2015.

	Three Months Ended	Six Months Ended
	June 30, 2015	June 30, 2015
Revenues	\$ 129,427	\$ 251,765
Net loss	(7,295)	(14,108)
Net loss per share:		
Basic	(0.17)	(0.34)
Diluted	(0.17)	(0.34)

4. Property and Equipment

	Estimated Useful Life	June 30, 2016	December 31, 2015
Cost:			
Computer equipment and software	3 years	\$ 48,577	\$ 44,470
Office furniture and fixtures	7 years	6,120	5,785
Leasehold improvements	Shorter of the lease term or useful life of the asset	15,874	15,123
Other office equipment	5 years	756	683
		71,327	66,061
Less accumulated depreciation and amortization		(42,631)	(37,380)
Property and equipment, net		\$ 28,696	\$ 28,681

During the six months ended June 30, 2016, the Company retired property and equipment that were no longer in service in the amount of \$2,066 recognized a loss of \$220.

Depreciation and amortization expense was as follows:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Depreciation and amortization expense	\$ 4,048	\$ 1,658	\$ 7,407	\$ 3,133

5. Internally Developed Software

Internally developed software consists of the following:

	Estimated Useful Life	June 30, 2016	December 31, 2015
Internally developed software	5 years	\$ 28,354	\$ 25,109
Less accumulated amortization		(16,864)	(15,212)
Internally developed software, net		\$ 11,490	\$ 9,897

Amortization expense was as follows:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Amortization expense	\$ 857	\$ 632	\$ 1,652	\$ 1,232

6. Goodwill and Intangible Assets

Changes in the carrying amount of goodwill by segment were as follows:

	Investnet	Investnet Yodlee	Total
Balance at December 31, 2015	\$ 135,224	\$ 286,049	\$ 421,273
FinaConnect acquisition	3,617	—	3,617
Purchase accounting adjustments - FinaConnect	(230)	—	(230)
Purchase accounting adjustments - Yodlee	—	(1,322)	(1,322)
Purchase accounting adjustments - Castle Rock	112	—	112
Balance at June 30, 2016	\$ 138,723	\$ 284,727	\$ 423,450

Intangible assets consist of the following:

	Useful Life	June 30, 2016			December 31, 2015		
		Gross		Net	Gross		Net
		Carrying Amount	Accumulated Amortization	Carrying Amount	Carrying Amount	Accumulated Amortization	Carrying Amount
Customer lists	4 - 12 years	\$ 261,710	\$ (48,147)	\$ 213,563	\$ 257,410	\$ (33,668)	\$ 223,742
Backlog	4 years	11,000	(3,580)	7,420	11,000	(703)	10,297
Proprietary technologies	2.5 - 8 years	54,728	(15,006)	39,722	53,928	(9,833)	44,095
Trade names	2 - 6 years	17,015	(3,741)	13,274	16,690	(2,149)	14,541
Total intangible assets		\$ 344,453	\$ (70,474)	\$ 273,979	\$ 339,028	\$ (46,353)	\$ 292,675

Amortization expense was as follows:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Amortization expense	\$ 12,195	\$ 3,560	\$ 24,121	\$ 6,693

Future amortization expense of the intangible assets as of June 30, 2016, is expected to be as follows:

Years ending December 31:

Remainder of 2016	\$ 23,574
2017	43,059
2018	36,936
2019	33,201
2020	29,239
Thereafter	107,970
	\$ 273,979

7. Other Non-Current Assets

Other non-current assets consist of the following:

	June 30, 2016	December 31, 2015
Investment in private companies	\$ 1,786	\$ 2,666
Deposits:		
Lease	3,677	3,198
Other	518	515
Other	5,783	2,943
	\$ 11,764	\$ 9,322

8. Fair Value Measurements

The Company follows ASC 825-10, Financial Instruments, which provides companies the option to report selected financial assets and liabilities at fair value. ASC 825-10 also establishes presentation and disclosure requirements designed to facilitate comparisons between companies that choose different measurement attributes for similar types of assets and liabilities and to more easily understand the effect of the company's choice to use fair value on its earnings. ASC 825-10 also requires entities to display the fair value of the selected assets and liabilities on the face of the balance sheet. The Company has not elected the ASC 825-10 option to report selected financial assets and liabilities at fair value.

Financial assets and liabilities at fair value are categorized based upon a fair value hierarchy established by GAAP, which prioritizes the inputs used to measure fair value into the following levels:

- Level I: Inputs based on quoted market prices in active markets for identical assets or liabilities at the measurement date.
- Level II: Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or inputs that are observable and can be corroborated by observable market data.
- Level III: Inputs reflect management’s best estimates and assumptions of what market participants would use in pricing the asset or liability at the measurement date. The inputs are unobservable in the market and significant to the valuation of the instruments.

The following tables set forth the fair value of the Company’s financial assets and liabilities measured at fair value in the condensed consolidated balance sheets as of June 30, 2016 and December 31, 2015, based on the three-tier fair value hierarchy.

	As of June 30, 2016			
	Fair Value	Level I	Level II	Level III
Assets				
Money market funds	\$ 13,666	\$ 13,666	\$ —	\$ —
Liabilities				
Contingent consideration	\$ 3,657	\$ —	\$ —	\$ 3,657
	As of December 31, 2015			
	Fair Value	Level I	Level II	Level III
Assets				
Money market funds	\$ 24,422	\$ 24,422	\$ —	\$ —
Liabilities				
Contingent consideration	\$ 4,043	\$ —	\$ —	\$ 4,043
Foreign currency forward contracts(1)	140	—	140	—
Total liabilities	\$ 4,183	\$ —	\$ 140	\$ 4,043

(1) Included in prepaid and other current assets in the condensed consolidated balance sheet.

Level I assets and liabilities included in the table above include money-market funds not insured by the FDIC. The fair values of the Company’s investments in money-market funds are based on the daily quoted market prices for the net asset value of the various money market funds. The Company periodically invests excess cash in money-market funds not insured by the FDIC. The Company believes that the investments in money market funds are on deposit with creditworthy financial institutions and that the funds are highly liquid. These money-market funds are considered Level I and are included in cash and cash equivalents in the condensed consolidated balance sheets.

Level II assets and liabilities included in the table above include unrealized gain or loss on forward currency contracts. The forward currency contracts are measured using the difference between the market quotes of trading currencies adjusted for forward points and the executed contract rate.

Level III assets and liabilities included in the table above consist of the estimated fair value of contingent consideration. A sensitivity analysis performed on our contingent consideration indicated that a hypothetical 10% increase in applicable revenue for Castle Rock and FinaConnect from their value at June 30, 2016 would result in a fair value increase of \$293 in the Company’s contingent consideration balance. A hypothetical 10% decrease in applicable revenue for Castle Rock and FinaConnect from their value at June 30, 2016 would result in a fair value decrease of \$385 in the Company’s contingent consideration balance.

The fair value of the contingent consideration liabilities related to the Castle Rock and FinaConnect acquisitions were estimated using a discounted cash flow method with significant inputs that are not observable in the market and thus represents a Level III fair value measurement as defined in ASC 820, Fair Value Measurements and Disclosures. The significant inputs in the Level III

measurement not supported by market activity included our assessments of expected future cash flows related to our acquisitions of Castle Rock and FinaConnect during the subsequent three years from the date of acquisition, appropriately discounted considering the uncertainties associated with the obligation, and calculated in accordance with the terms of the agreement.

The Company utilized a discounted cash flow method with expected future performance of Castle Rock and FinaConnect and their ability to meet the target performance objectives as the main driver of the valuation, to arrive at the fair values of their respective contingent consideration. The Company will continue to reassess the fair value of the contingent consideration for each acquisition at each reporting date until settlement. Changes to the estimated fair values of the contingent consideration will be recognized in earnings of the Company and included in general and administrative expense on the condensed consolidated statement of operations.

The table below presents a reconciliation of all assets and liabilities of the Company measured at fair value on a recurring basis using significant unobservable inputs (Level III) for the period from December 31, 2015 to June 30, 2016:

	Fair Value of Contingent Consideration Liabilities
Balance at December 31, 2015	\$ 4,043
FinaConnect acquisition	1,929
Reclassification to definite consideration	(2,924)
Fair market value adjustments, net	489
Accretion on contingent consideration	120
Balance at June 30, 2016	<u>\$ 3,657</u>

The Company assesses the categorization of assets and liabilities by level at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer, in accordance with the Company's accounting policy regarding the recognition of transfers between levels of the fair value hierarchy. There were no transfers between Levels I, II and III during the six months ended June 30, 2016.

On December 15, 2014, the Company issued \$172,500 of Convertible Notes. As of June 30, 2016 and December 31, 2015, the carrying value of the 2019 Convertible Notes equaled \$149,465 and \$146,418, respectively, and represents the aggregate principle amount outstanding less the unamortized discount and debt issuance costs. As of June 30, 2016 and December 31, 2015, the fair value of the Convertible Notes was \$155,250 and \$152,878, respectively. The Company considers the Convertible Notes to be a Level I liability as there is observable market data to calculate the fair value of the Convertible Notes.

As of June 30, 2016 and December 31, 2015, there was \$146,000 and \$150,000, respectively, of Term Notes and no revolving credit amounts outstanding under the Amended and Restated Credit Agreement. The carrying value of our Term Notes and revolving credit facility approximated fair value as they bear interest at variable rates and we believe our credit risk quality is consistent with when the debt originated. As of June 30, 2016 and December 31, 2015, the carrying value of the Term Notes equaled \$141,367 and \$144,399, respectively, and represents the aggregate principle amount outstanding less the unamortized debt issuance costs. The Company considers the Term Notes and revolving credit facility to be a Level II liability as of June 30, 2016. As of December 31, 2015 the Company considered the Term Notes to be a Level I liability, due to the proximity to the date of origination.

We consider the recorded value of our other financial assets and liabilities, which consist primarily of cash and cash equivalents, accounts receivable and accounts payable, to approximate the fair value of the respective assets and liabilities at June 30, 2016 based upon the short-term nature of the assets and liabilities.

9. Accrued Expenses

Accrued expenses and other liabilities consist of the following:

	June 30, 2016	December 31, 2015
Accrued investment manager fees	\$ 27,808	\$ 28,179
Accrued compensation and related taxes	26,388	29,493
Accrued professional services	3,090	1,201
Purchase consideration liabilities	3,336	13,676
Accrued restructuring charges	290	513
Other accrued expenses	6,301	10,349
	<u>\$ 67,213</u>	<u>\$ 83,411</u>

10. Income Taxes

The following table includes the Company's income before income (loss) tax provision (benefit), income tax provision (benefit) and effective tax rate:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Income before income tax provision (benefit)	\$ (11,161)	\$ 4,215	\$ (27,870)	\$ 8,694
Income tax provision (benefit)	(3,218)	1,679	(8,934)	3,647
Effective tax rate	28.8 %	40.0 %	32.1 %	41.9 %

The Company's effective tax rate in the three months ended June 30, 2016, was lower than the effective tax rate in the three months ended June 30, 2015, primarily due to various permanent items, accrual for reserves for uncertain tax positions and a decrease in the tax rate for federal purposes from 35% to 34%. The Company's effective tax rate in the six months ended June 30, 2016, was lower than the effective tax rate in the six months ended June 30, 2015, primarily due to a decrease in the tax rate for federal purposes from 35% to 34%.

The liability for unrecognized tax benefits reported in other non-current liabilities was \$4,683 and \$14,129 at June 30, 2016 and December 31, 2015, respectively. At June 30, 2016, the amount of unrecognized tax benefits that would benefit the Company's effective tax rate, if recognized, was \$14,219. At this time, the Company does not believe the liability will materially decrease in the next twelve months.

The Company recognizes potential interest and penalties related to unrecognized tax benefits in income tax expense. The Company had accrued interest and penalties of \$390 and \$(158) during the six and twelve months ended June 30, 2016 and December 31, 2015, respectively.

The Company files a consolidated federal income tax return and separate tax returns with various states. Additionally, foreign subsidiaries of the Company file tax returns in foreign jurisdictions. The Company's tax returns for the calendar years ended December 31, 2014, 2013, and 2012 remain open to examination by the Internal Revenue Service in their entirety. With respect to state taxing jurisdictions, the Company's tax returns for calendar years ended December 31, 2014, 2013, 2012, 2011 and 2010 remain open to examination by various state revenue services.

Our Indian subsidiaries are currently under examination by the India tax authorities for the fiscal years ending March 31, 2005 and forward. Based on the outcome of the examinations of our subsidiaries or the result of the expiration of statutes of limitations it is reasonably possible that the unrecognized tax benefits could change from those recorded in the condensed consolidated balance sheet. It is possible that one or more of these audits may be finalized within the next twelve months.

11. Debt

The Company's outstanding debt obligations as of June 30, 2016 and December 31, 2015 were as follows:

	June 30, 2016	December 31, 2015
Convertible Notes	\$ 172,500	\$ 172,500
Unaccreted discount on Convertible Notes	(19,790)	(22,367)
Unamortized issuance costs on Convertible Notes	(3,245)	(3,715)
	<u>\$ 149,465</u>	<u>\$ 146,418</u>
Term Notes	\$ 146,000	\$ 150,000
Unamortized issuance costs on Term Notes	(4,633)	(5,601)
	<u>\$ 141,367</u>	<u>\$ 144,399</u>

Interest expense was comprised of the following and is included in other expense, net in the condensed consolidated statement of operations:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Coupon interest	\$ 755	\$ 755	\$ 1,510	\$ 1,510
Amortization of issuance costs	719	224	1,438	465
Accretion of debt discount	1,292	1,214	2,578	2,424
Interest on credit agreement	1,263	—	2,531	—
Undrawn and other fees	102	148	166	298
	<u>\$ 4,131</u>	<u>\$ 2,341</u>	<u>\$ 8,223</u>	<u>\$ 4,697</u>

Credit Agreement

On November 19, 2015, the Company and certain of its subsidiaries entered into an Amended and Restated Credit Agreement (the "Amended and Restated Credit Agreement") with a group of banks (the "Banks"), for which Bank of Montreal is acting as administrative agent (the "Administrative Agent"). The Amended and Restated Credit Agreement amended and restated the Credit Agreement, dated as of June 19, 2014, as amended, among the Company, the guarantors party thereto, the lenders party thereto and Bank of Montreal, as administrative agent. Pursuant to the Amended and Restated Credit Agreement, the Banks agreed to provide (i) term loans ("Term Notes") in the aggregate principal amount of \$160,000, which were used to fund a portion of the cash consideration paid by the Company in connection with the acquisition of Yodlee, and (ii) revolving credit commitments in the aggregate amount of up to \$100,000, which includes a \$5,000 subfacility for the issuance of letters of credit.

Obligations under the Amended and Restated Credit Agreement are guaranteed by substantially all of the Company's U.S. subsidiaries. In accordance with the terms of the Security Agreement, dated November 19, 2015 (the "Security Agreement"), among the Company, the Debtors party thereto, the Banks and the Administrative Agent, obligations under the Amended and Restated Credit Agreement are secured by substantially all of the Company's domestic assets and the Company's pledge of 66% of the voting equity and 100% of the non-voting equity of certain of its first-tier foreign subsidiaries. Future borrowings under the Amended and Restated Credit Agreement may be used to finance capital expenditures, working capital, permitted acquisitions and for general corporate purposes.

Investnet will pay interest on borrowings made under the Amended and Restated Credit Agreement at rates between 1.50 percent and 3.25 percent above LIBOR based on the Company's total leverage ratio. Borrowings under the Amended and Restated Credit Agreement are scheduled to mature on November 19, 2018. The Term Notes are payable in quarterly installments of \$2,000 per installment and commenced in March 2016, with the final payment of all remaining term loan principal due and payable on the scheduled maturity date.

The Amended and Restated Credit Agreement contains customary conditions, representations and warranties, affirmative and negative covenants and events of default. The covenants include certain financial covenants requiring Envestnet to maintain compliance with a maximum senior leverage ratio, a maximum total leverage ratio, a minimum interest coverage ratio and minimum adjusted EBITDA, and provisions that limit the ability of Envestnet and its subsidiaries to incur debt, make investments, sell assets, create liens, engage in transactions with affiliates, engage in mergers and acquisitions, pay dividends and other restricted payments, grant negative pledges and change their business.

As of June 30, 2016, there was \$146,000 of Term Notes and no revolving credit amounts outstanding under the Amended and Restated Credit Agreement. The revolving credit amount is included in the current portion of debt in the condensed consolidated balance sheet. The Company was in compliance with all covenants under the Amended and Restated Credit Agreement as of June 30, 2016.

Convertible Notes

On December 15, 2014, the Company issued \$172,500 of Convertible Notes. Net proceeds from the offering were \$166,967. The Convertible Notes bear interest at a rate of 1.75 percent per annum payable semiannually in arrears on June 15 and December 15 of each year.

The Convertible Notes are general unsecured obligations, subordinated in right of payment to our obligations under our Credit Agreement. The Convertible Notes rank equally in right of payment with all of the Company's existing and future senior indebtedness and will be senior in right of payment to any of the Company's future subordinated indebtedness. The Convertible Notes will be structurally subordinated to the indebtedness and other liabilities of any of our subsidiaries, other than to the extent the Convertible Notes are guaranteed in the future by our subsidiaries as described in the indenture and will be effectively subordinated to and future secured indebtedness to the extent of the value of the assets securing such indebtedness. Certain of our subsidiaries guarantee our obligations under our Credit Agreement.

Upon the occurrence of a "fundamental change", as defined in the indenture, the holders may require the Company to repurchase all or a portion of the Convertible Notes for cash at 100% of the principal amount of the Convertible Notes being purchased, plus any accrued and unpaid interest.

The Convertible Notes are convertible into shares of the Company's common stock under certain circumstances prior to maturity at a conversion rate of 15.9022 shares per \$1 principal amount of the Convertible Notes, which represents a conversion price of \$62.88 per share, subject to adjustment under certain conditions. Holders may convert their Convertible Notes at their option at any time prior to the close of business on the business day immediately preceding July 1, 2019, only under the following circumstances: (a) during any calendar quarter commencing after the calendar quarter ending on March 31, 2015 (and only during such calendar quarter), if the last reported sale price of our common stock, for at least 20 trading days (whether or not consecutive) in the period of 30 consecutive trading days ending on the last trading day of the calendar quarter immediately preceding the calendar quarter in which the conversion occurs, is more than 130% of the conversion price of the Convertible Notes in effect on each applicable trading day; (b) during the five consecutive business-day period following any five consecutive trading-day period in which the trading price for the Convertible Notes for each such trading day was less than 98% of the last reported sale price of our common stock on such date multiplied by the then-current conversion rate; or (c) upon the occurrence of specified corporate events as defined in the indenture.

Upon conversion, the Company may pay cash, shares of the Company's common stock or a combination of cash and stock, as determined by the Company in its discretion.

The Company has separately accounted for the liability and equity components of the Convertible Notes by allocating the proceeds from issuance of the Convertible Notes between the liability component and the embedded conversion option, or equity component. This allocation was done by first estimating an interest rate at the time of issuance for similar notes that do not include the embedded conversion option. The Company allocated \$26,618 to the equity component, net of offering costs of \$882. The Company recorded a discount on the Convertible Notes of \$27,500 which will be accreted and recorded as additional interest expense over the life of the Convertible Notes. During the three and six month periods ended June 30, 2016, the Company recognized \$1,292 and \$2,578, respectively, in accretion related to the discount. The effective interest rate of the liability component of the Convertible Notes is equal to the stated interest rate plus the accretion of original issue discount. The effective interest rate on the liability component of the Convertible Notes for the three and six month periods ended June 30, 2016 was 6.1%.

See Note 13 for further discussion of the effect of conversion on net income per common share.

12. Stock-Based Compensation

The Company has stock options and restricted stock units outstanding under the 2004 Stock Incentive Plan (the “2004 Plan”), the 2010 Long-Term Incentive Plan (the “2010 Plan”) and the Envestnet, Inc. Management Incentive Plan for Envestnet | Tamarac Management Employees (the “2012 Plan”). On May 13, 2015, the shareholders approved the 2010 Long-Term Incentive Plan as Amended. The amendment increased the number of common shares of the Company reserved for delivery under the 2010 Plan by 2,700,000 shares.

In connection with the Yodlee merger (see Note 3), the Company adopted the 2015 Acquisition Equity Award Plan (the “2015 Plan”). The 2015 Plan provides for the grant of restricted common stock units for certain Envestnet | Yodlee employees. The maximum number of shares of stock which may be issued with respect to awards under the 2015 Plan is 1,052,000. These awards vest over a period of 43 months subsequent to the acquisition date of November 19, 2015.

As of June 30, 2016, the maximum number of common shares of the Company available for future issuance under the Company’s plans is 1,576,730.

Stock-based compensation expense under the Company’s plans was as follows:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Stock-based compensation expense	\$ 6,703	\$ 3,330	\$ 18,318	\$ 6,749
Tax effect on stock-based compensation expense	(2,681)	(1,332)	(7,327)	(2,700)
Net effect on income	\$ 4,022	\$ 1,998	\$ 10,991	\$ 4,049

Stock Options

The following weighted average assumptions were used to value options granted during the periods indicated:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Grant date fair value of options	\$ 13.26	\$ 20.60	\$ 9.49	\$ 20.90
Volatility	42.4 %	36.8 %	42.2 %	37.2 %
Risk-free interest rate	1.4 %	1.8 %	1.4 %	1.7 %
Dividend yield	— %	— %	— %	— %
Expected term (in years)	6.2	6.0	6.3	6.0

The following table summarizes option activity under the Company’s plans:

	Options	Weighted-Average Exercise Price	Weighted-Average Remaining	Aggregate Intrinsic Value
			Contractual Life (Years)	
Outstanding as of December 31, 2015	3,533,791	\$ 15.03	4.7	\$ 61,199
Granted	105,645	20.51		
Exercised	(152,220)	7.93		
Forfeited	(38,777)	35.93		
Outstanding as of March 31, 2016	3,448,439	15.27	4.7	50,987
Granted	55,719	31.03		
Exercised	(96,068)	11.17		
Forfeited	(24,191)	33.35		
Outstanding as of June 30, 2016	3,383,899	15.43	4.5	67,219
Options exercisable	3,013,963	13.00	4.0	65,437

Exercise prices of stock options outstanding as of June 30, 2016 range from \$0.11 to \$5.29. At June 30, 2016, there was \$4,265 of unrecognized stock-based compensation expense related to unvested stock options, which the Company expects to recognize over a weighted-average period of 2.1 years.

Restricted Stock Units

Periodically, the Company grants restricted stock unit awards to employees that vest one-third on each of the first three anniversaries of the grant date. Beginning with grants issued in February 2016, restricted stock units awards vest one-third on the first anniversary of the grant date and quarterly thereafter. The Company entered into employment agreements with certain executive officers, three of whom received performance-based restricted stock unit awards in May 2016 which vest upon the achievement of certain "Target Performance Measures" as defined in the employment agreements, for the periods ending December 31, 2016, December 31, 2017 and December 31, 2018 and four of whom received restricted stock units awards in August 2016 which vest quarterly thereafter. The following is a summary of the activity for unvested restricted stock unit awards granted under the Company's plans:

	Number of Shares	Weighted- Average Grant Date Fair Value per Share
Outstanding as of December 31, 2015	2,153,211	35.63
Granted	424,844	20.57
Vested	(782,598)	35.09
Forfeited	(87,513)	32.94
Outstanding as of March 31, 2016	1,707,944	33.40
Granted	237,605	30.97
Vested	(110,999)	31.40
Forfeited	(42,781)	27.33
Outstanding as of June 30, 2016	1,791,769	31.57

At June 30, 2016, there was \$49,756 of unrecognized stock-based compensation expense related to unvested restricted stock unit awards, which the Company expects to recognize over a weighted-average period of 2.4 years.

13. Earnings Per Share

Basic net income per common share is computed by dividing net income available to common stockholders by the weighted average number of shares of common stock outstanding for the period. For the calculation of diluted earnings per share, the basic weighted average number of shares is increased by the dilutive effect of stock options, common warrants, restricted stock units and Convertible Notes using the treasury stock method.

The Company accounts for the effect of the Convertible Notes on diluted net income per share using the treasury stock method since they may be settled in cash, shares or a combination thereof at the Company's option. As a result, the Convertible Notes have no effect on diluted net income per share until the Company's stock price exceeds the conversion price of \$62.88 per share, or if the trading price of the Convertible Notes meets certain criteria as described in Note 11. In the period of conversion, the Convertible Notes will have no impact on diluted net income if the Convertible Notes are settled in cash and will have an impact on dilutive net income per share if the Convertible Notes are settled in shares upon conversion.

The following table provides a reconciliation of the numerators and denominators used in computing basic and diluted net income per share attributable to Envestnet, Inc.:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Net income (loss) attributable to Envestnet, Inc.	\$ (7,943)	\$ 2,536	\$ (18,936)	\$ 5,047
Basic number of weighted-average shares outstanding	42,752,465	35,776,125	42,632,964	35,463,623
Effect of dilutive shares:				
Options to purchase common stock	—	1,776,028	—	1,887,942
Unvested restricted stock units	—	101,921	—	152,463
Diluted number of weighted-average shares outstanding	42,752,465	37,654,074	42,632,964	37,504,028
Net income (loss) per share attributable to Envestnet, Inc.				
Basic	\$ (0.19)	\$ 0.07	\$ (0.44)	\$ 0.14
Diluted	\$ (0.19)	\$ 0.07	\$ (0.44)	\$ 0.13

Common share equivalents for securities that were anti-dilutive or otherwise excluded from the computation of diluted net income per share attributable to Envestnet, Inc. were as follows:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Options to purchase common stock	3,383,899	271,181	3,383,899	271,181
Unvested restricted stock units	1,791,769	205,786	1,791,769	137,191
Ungranted unvested restricted stock units related to Upside	—	132,384	—	132,384
Convertible Notes	2,743,321	2,743,321	2,743,321	2,743,321
Total	7,918,989	3,352,672	7,918,989	3,284,077

14. Major Customers

One customer accounted for more than 10% of the Company's total revenues:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Fidelity	15 %	18 %	15 %	18 %

15. Commitments and Contingencies

Purchase Obligations and Indemnifications

The Company includes various types of indemnification and guarantee clauses in certain arrangements. These indemnifications and guarantees may include, but are not limited to, infringement claims related to intellectual property, direct or consequential damages and guarantees to certain service providers and service level requirements with certain customers. The type and amount of any potential indemnification or guarantee varies substantially based on the nature of each arrangement. The Company has experienced no previous claims and cannot determine the maximum amount of potential future payments, if any, related to such indemnification and guarantee provisions. The Company believes that it is unlikely it will have to make material payments under these arrangements and therefore has not recorded a contingent liability in the condensed consolidated balance sheets.

The Company enters into unconditional purchase obligations arrangements for certain of its services that it receives in the normal course of business.

Litigation

The Company is involved in litigation arising in the ordinary course of its business. Legal fees and other costs associated with such actions are expensed as incurred. The Company will record a provision for these claims when it is both probable that a liability has been incurred and the amount of the loss, or a range of the potential loss, can be reasonably estimated. These provisions are reviewed regularly and adjusted to reflect the impacts of negotiations, settlements, rulings, advice of legal counsel, and other information or events pertaining to a particular case. Litigation accruals are recorded when and if it is determined that a loss is both probable and reasonably estimable. For litigation matters where a loss may be reasonably possible, but not probable, or is probable but not reasonably estimable, no accrual is established, but if the matter is material, it is subject to disclosures. The Company believes that liabilities associated with any claims, while possible, are not probable, and therefore has not recorded any accrual for any claims as of June 30, 2016. Further, while any possible range of loss cannot be reasonably estimated at this time, the Company does not believe that the outcome of any of these proceedings, individually or in the aggregate, would, if determined adversely to it, have a material adverse effect on its financial condition or business, although an adverse resolution of litigation could have a material adverse effect on Envestnet's results of operations or cash flow in a particular quarter or year.

Leases

The Company rents office space under leases that expire at various dates through 2028. Future minimum lease commitments under these operating leases, as of June 30, 2016, were as follows:

Years ending December 31:	
Remainder of 2016	\$ 5,811
2017	10,685
2018	10,004
2019	9,600
2020	9,376
Thereafter	<u>27,692</u>
Total	<u>\$ 73,168</u>

16. Segment Information

Business segments are generally organized around our business services. Our business segments are:

Envestnet is a leading provider of unified wealth management software and services empowering financial advisors and institutions.

Envestnet | Yodlee is a leading data aggregation and data analytics platform powering dynamic, cloud-based innovation for digital financial services.

The information in the following tables is derived from the Company's internal financial reporting used for corporate management purposes. Nonsegment expenses include salary and benefits for certain corporate officers, certain types of professional service expenses, insurance, acquisition related transaction costs, restructuring charges, and other non-recurring and/or non-operationally related expenses.

The following table presents revenue by segment:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Revenue:				
Envestnet	\$ 110,716	\$ 102,663	\$ 213,906	\$ 199,117
Envestnet Yodlee	30,992	—	59,623	—
Consolidated revenue	<u>\$ 141,708</u>	<u>\$ 102,663</u>	<u>\$ 273,529</u>	<u>\$ 199,117</u>
Fidelity revenue as a percentage of Envestnet segment revenue:	19%	18%	19%	18%

No single customer amounts for Envestnet | Yodlee exceeded 10% of the segment total.

The following table presents a reconciliation from income (loss) from operations by segment to consolidated net income (loss) attributable to Envestnet, Inc.:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Envestnet	\$ 10,490	\$ 10,312	\$ 20,064	\$ 20,048
Envestnet Yodlee	(11,271)	—	(25,312)	—
Total segment income (loss) from operations	(781)	10,312	(5,248)	20,048
Nonsegment operating expenses	(5,549)	(3,846)	(13,842)	(6,900)
Other expense, net	(4,831)	(2,251)	(8,780)	(4,454)
Consolidated income (loss) before income taxes (benefit)	(11,161)	4,215	(27,870)	8,694
Income tax provision (benefit)	(3,218)	1,679	(8,934)	3,647
Consolidated net income (loss)	(7,943)	2,536	(18,936)	5,047
Add: Net loss attributable to non-controlling interest	—	—	—	—
Consolidated net income (loss) attributable to Envestnet, Inc.	<u>\$ (7,943)</u>	<u>\$ 2,536</u>	<u>\$ (18,936)</u>	<u>\$ 5,047</u>

Segment assets consist of cash, accounts receivable, prepaid expenses and other current assets, property, plant and equipment goodwill, and other intangibles, net, deferred tax assets and other non-current assets.

A summary of consolidated total assets, consolidated depreciation and amortization and consolidated capital expenditures follows:

	June 30, 2016	December 31, 2015
Segment assets:		
Investnet	\$ 319,240	\$ 323,292
Investnet Yodlee	541,707	552,957
Consolidated total assets	<u>\$ 860,947</u>	<u>\$ 876,249</u>

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Segment depreciation and amortization:				
Investnet	\$ 6,360	\$ 5,725	\$ 12,424	\$ 11,058
Investnet Yodlee	10,740	—	20,756	—
Consolidated depreciation and amortization	<u>\$ 17,100</u>	<u>\$ 5,725</u>	<u>\$ 33,180</u>	<u>\$ 11,058</u>

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Segment capital expenditures:				
Investnet	\$ 1,277	\$ 2,854	\$ 1,918	\$ 4,912
Investnet Yodlee	1,544	—	2,714	—
Consolidated capital expenditures	<u>\$ 2,821</u>	<u>\$ 2,854</u>	<u>\$ 4,632</u>	<u>\$ 4,912</u>

17. Geographical Information

Revenue by geography is based on the billing address of the customer. The following table sets forth revenue by geographic area:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
United States	\$ 127,070	\$ 94,181	\$ 251,004	\$ 183,507
International (1)	14,638	8,482	22,525	15,610
Total	<u>\$ 141,708</u>	<u>\$ 102,663</u>	<u>\$ 273,529</u>	<u>\$ 199,117</u>

(1) No foreign country accounted for more than 10% of total revenue.

The following table sets forth property, plant, and equipment, net by geographic area:

	June 30, 2016	December 31, 2015
United States	\$ 24,723	\$ 24,423
India	3,259	3,687
Other	714	571
Total	<u>\$ 28,696</u>	<u>\$ 28,681</u>

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Unless otherwise indicated, the terms “Envestnet,” the “Company,” “we,” “us” and “our” refer to Envestnet, Inc. and its subsidiaries.

Unless otherwise indicated, all amounts are in thousands, except share and per share information, numbers of financial advisors and client accounts.

Forward-Looking Statements

This quarterly report on Form 10-Q contains forward-looking statements regarding future events and our future results within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, in particular, statements about our plans, strategies and prospects under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” These statements are based on our current expectations and projections about future events and are identified by terminology such as “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “expected,” “intend,” “will,” “may,” or “should” or the negative of those terms or variations of such words, and similar expressions are intended to identify such forward-looking statements. In addition, any statements that refer to projections of our future financial performance, our anticipated growth and trends in our business and other characteristics of future events or circumstances are forward-looking statements. Forward-looking statements may include, among others, statements relating to:

- *difficulty in sustaining rapid revenue growth, which may place significant demands on our administrative, operational and financial resources,*
- *fluctuations in our revenue,*
- *the concentration of nearly all of our revenues from the delivery of our solutions and services to clients in the financial services industry,*
- *the impact of market and economic conditions on revenues,*
- *our reliance on a limited number of clients for a material portion of our revenue,*
- *the renegotiation of fee percentages or termination of our services by our clients,*
- *our ability to identify potential acquisition candidates, complete acquisitions and successfully integrate acquired companies,*
- *the impact of market conditions on our ability to issue additional debt and equity to fund acquisitions,*
- *compliance failures,*
- *regulatory or third-party actions against us,*
- *the failure to protect our intellectual property rights,*
- *our inability to successfully execute the conversion of clients’ assets from their technology platform to our technology platforms in a timely and accurate manner,*
- *general economic conditions, political and regulatory conditions,*
- *the impact of fluctuations in interest rates on our business,*
- *ability to expand our relationships with existing customers, grow the number of customers and derive revenue from new offerings such as our data analytic solutions and market research services and premium FinApps,*
- *the results of our investments in research and development, our data center and other infrastructure,*

- our ability to realize operating efficiencies,
- the advantages of our solutions as compared to those of others,
- our ability to establish and maintain intellectual property rights,
- our ability to retain and hire necessary employees and appropriately staff our operations, in particular our India operations, and
- management's response to these factors.

In addition, there may be other factors of which we are presently unaware or that we currently deem immaterial that could cause our actual results to be materially different from the results referenced in the forward-looking statements. All forward-looking statements contained in this annual report and documents incorporated herein by reference are qualified in their entirety by this cautionary statement. Forward-looking statements speak only as of the date they are made, and we do not intend to update or otherwise revise the forward-looking statements to reflect events or circumstances after the date of this annual report or to reflect the occurrence of unanticipated events, except as required by applicable law. If we do update one or more forward-looking statements, no inference should be made that we will make additional updates with respect to those or other forward-looking statements.

Although we believe that our plans, intentions and expectations are reasonable, we may not achieve our plans, intentions or expectations.

These forward-looking statements involve risks and uncertainties. Important factors that could cause actual results to differ materially from the forward-looking statements we make in this quarterly report are set forth in Part I under "Risk Factors"; accordingly, investors should not place undue reliance upon our forward-looking statements. We undertake no obligation to update any of the forward-looking statements after the date of this report to conform those statements to reflect the occurrence of unanticipated events, except as required by applicable law.

You should read this quarterly report on Form 10-Q and our annual report on Form 10-K for the year ended December 31, 2015 (the "2015 Form 10-K") completely and with the understanding that our actual future results, levels of activity, performance and achievements may be different from what we expect and that these differences may be material. We qualify all of our forward-looking statements by these cautionary statements.

The following discussion and analysis should also be read along with our condensed consolidated financial statements and the related notes included elsewhere in this quarterly report and the consolidated financial statements and related notes included in our 2015 Form 10-K. Except for the historical information contained herein, this discussion contains forward-looking statements that involve risks and uncertainties. Actual results could differ materially from those discussed below.

Overview

We are a leading provider of unified wealth management software and services to financial advisors and institutions. By integrating a wide range of investment solutions and services, our Web-based platforms provide financial advisors with the flexibility to address their clients' needs.

With our recent acquisition of Yodlee, Inc., now operating as Envestnet | Yodlee, we now offer a leading data aggregation and data analytics platform powering dynamic, cloud-based innovation for digital financial services. Our customers for this service include financial institutions, Internet services companies providing innovative financial solutions and third-party developers of financial applications.

Envestnet empowers financial advisors to deliver feebased advice to their clients. We work with both independent advisors as well as advisors associated with financial institutions (broker-dealers, banks). The services we offer and market to financial advisors address advisors' ability to grow their practice as well as operate more efficiently—the Envestnet platforms span from the initial meeting an advisor has with a prospective client to the ongoing day-to-day operations of managing an advisory practice.

Our financial institution customers subscribe to the Envestnet | Yodlee platform to power offerings that improve consumer satisfaction and enhance engagement, while capturing cross-sell and up-sell opportunities. We estimate that our current network of

financial institution customers alone reaches more than 100 million end users as of June 30, 2016, representing a significant opportunity to grow our paid user base within existing customers. Our customers that are Internet service companies have an increasingly large and diverse base of users that also provides additional growth opportunities.

Our centrally-hosted technology platforms, which we refer to as having “open architecture” because of their flexibility, provide financial advisors with access to a series of integrated services to help them better serve their clients. These services include risk assessment and selection of investment strategies and solutions, asset allocation models, research and due diligence, portfolio construction, proposal generation and paperwork preparation, model management and account rebalancing, account monitoring, customized fee billing, overlay services covering asset allocation, tax management and socially responsible investing, aggregated multi-custodian performance reporting and communication tools, as well as access to a wide range of leading third-party asset custodians.

Our Envestnet | Yodlee technology platform infrastructure is designed to provide a highly available and secure multi-tenant cloud-based platform across hundreds of customers and millions of end users. Our solutions use a single code base for all customers and are globally accessible across multiple digital channels. Our multi-tenancy model uses a common data model for all customers but isolates data with logical controls and separate encryption keys for each customer. Our architecture utilizes state-of-the-art technologies to achieve enhanced availability, scalability and security.

The services delivered through our software are enabled and supported by our employees. In addition to the U.S.-based employees that provide operations, investment management and research, and other support services to our advisor clients, we maintain a presence in India where our employees provide back-office support, including overnight data reconciliation services, as well as quality control, technology operations support and software development.

We offer these solutions principally through the following product and service suites:

- *Envestnet | Advisor Suite™* empowers advisors to provide better client outcomes and strengthen their practice. Our cloud based platform unifies the applications and services advisors use to manage their practice and advise their clients, including data aggregation; financial planning; capital markets assumptions; asset allocation guidance; research and due diligence on investment managers and funds; portfolio management, trading and rebalancing; multi-custodial, aggregated performance reporting; and billing calculation and administration.
- *Envestnet | PMC®*, our Portfolio Management Consultants (“PMC”) group primarily engages in research and consulting services aimed at providing financial advisors with additional support in addressing their clients’ needs, as well as the creation of investment solutions and products. Envestnet | PMC’s investment solutions and products include managed account and multi-manager portfolios, mutual fund portfolios and Exchange Traded Funds (“ETF”) portfolios. Envestnet | PMC offers Prima Premium Research, comprising institutional-quality research and due diligence on investment managers, mutual funds, ETFs and liquid alternatives funds. Envestnet | PMC also offers Overlay Services which includes patented portfolio overlay and tax optimization services.
- *Envestnet | Tamarac™* provides leading portfolio accounting, rebalancing, trading, performance reporting and client relationship management (“CRM”) software, principally to high-end RIAs.
- *Envestnet | Retirement Solutions* (“ERS”) offers a comprehensive suite of services designed specifically for retirement plan professionals. With our integrated technology, ERS addresses the regulatory, data, and investment needs of retirement plans and delivers the information holistically.
- *Envestnet | Vantage™* provides enterprise data solutions for financial institutions, aggregates and manages investment data, and provides multi-custodial consolidated performance reporting and benchmarking, giving clients an in-depth view of all holdings, and empowering advisors and institutions to better manage their business.
- *Envestnet | Finance Logix™* provides financial planning and wealth management software solutions to banks, broker-dealers and RIAs.
- *Envestnet | Advisor Now™* offers private-labeled investor-facing technology that enables advisors and institutions to deliver a complete digital wealth management experience to their clients.

Envestnet | Yodlee™ is a leading data aggregation and data analytics platform powering dynamic, cloud-based innovation for digital financial services.

We believe that our business model results in a high degree of recurring and predictable financial results.

Operational Highlights

The results of Envestnet | Yodlee's operations are included in the condensed consolidated statement of operations beginning November 20, 2015, the date of its acquisition by Envestnet. As a result, Envestnet's results for the three and six month periods ended June 30, 2016 may not be comparable with Envestnet's results for the same periods in 2015.

Revenues from assets under management ("AUM") or assets under administration ("AUA") or collectively ("AUM/A") increased 3% from \$83,819 in the three months ended June 30, 2015 to \$86,056 in the three months ended June 30, 2016. Subscription and licensing revenues increased 213% from \$15,045 in the three months ended June 30, 2015 to \$47,037 in the three months ended June 30, 2016. Total revenues, which include professional service and other fees, increased 38% from \$102,663 in the three months ended June 30, 2015 to \$141,708 in the three months ended June 30, 2016. The increase in total revenues was a result of the positive effects of new account growth and positive net flows of AUM/AUA as well as an increase in revenues, primarily subscription and licensing revenues, totaling \$30,992 related to Envestnet | Yodlee.

Revenues from assets under management ("AUM") or assets under administration ("AUA") or collectively ("AUM/A") increased 2% from \$164,896 in the six months ended June 30, 2015 to \$168,927 in the six months ended June 30, 2016. Subscription and licensing revenues increased 212% from \$29,094 in the six months ended June 30, 2015 to \$90,657 in the six months ended June 30, 2016. Total revenues, which include professional service and other fees, increased 37% from \$199,117 in the six months ended June 30, 2015 to \$273,529 in the six months ended June 30, 2016. The increase in total revenues was a result of the positive effects of new account growth and positive net flows of AUM/AUA as well as an increase in revenues, primarily subscription and licensing revenues, totaling \$59,623 related to Envestnet | Yodlee.

The net loss attributable to Envestnet, Inc. for the three months ended June 30, 2016 was \$7,943 or \$0.19 per diluted share, compared to net income attributable to Envestnet, Inc. of \$2,536, or \$0.07 per diluted share for the three months ended June 30, 2015. The net loss attributable to Envestnet, Inc. for the six months ended June 30, 2016 was \$18,936 or \$0.44 per diluted share, compared to net income attributable to Envestnet, Inc. of \$5,047 or \$0.13 per diluted share for the six months ended June 30, 2015.

Adjusted revenues for the three months ended June 30, 2016 was \$141,948, an increase of 38% from \$102,663 in the prior year period. Adjusted EBITDA for the three months ended June 30, 2016 was \$22,304, an increase of 27% from \$17,613 in the prior year period. Adjusted net income for the three months ended June 30, 2016 was \$9,177, or \$0.21 per diluted share, compared to adjusted net income of \$8,853, or \$0.24 per diluted share in the prior year period.

Adjusted revenues for the six months ended June 30, 2016 was \$273,979, an increase of 38% from \$199,117 in the prior year period. Adjusted EBITDA for the six months ended June 30, 2016 was \$41,497, an increase of 21% from \$34,427 in the prior year period. Adjusted net income for the six months ended June 30, 2016 was \$16,961, or \$0.39 per diluted share, compared to adjusted net income of \$17,101, or \$0.46 per diluted share in the prior year period.

Adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share are non-GAAP financial measures. See "Non-GAAP Financial Measures" for a discussion of non-GAAP measures and a reconciliation of such measures to the most directly comparable GAAP measures.

Key Metrics

The following table provides information regarding the amount of assets utilizing our platforms, financial advisors and investor accounts in the periods indicated.

	As of				
	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2016	June 30, 2016
	(in millions except accounts and advisors data)				
Platform Assets					
Assets Under Management (AUM)	\$ 75,922	\$ 73,164	\$ 92,559	\$ 95,489	\$ 96,700
Assets Under Administration (AUA)	181,922	177,121	197,177	207,537	220,690
Subtotal AUM/A	257,844	250,285	289,736	303,026	317,390
Licensing	534,674	538,271	561,699	576,988	685,952
Total Platform Assets	\$ 792,518	\$ 788,556	\$ 851,435	\$ 880,014	\$ 1,003,342
Platform Accounts					
AUM	332,738	344,321	490,471	498,449	503,147
AUA	695,463	718,637	807,708	904,373	935,870
Subtotal AUM/A	1,028,201	1,062,958	1,298,179	1,402,822	1,439,017
Licensing	2,044,355	2,140,672	2,176,068	2,237,427	4,304,645
Total Platform Accounts	3,072,556	3,203,630	3,474,247	3,640,249	5,743,662
Advisors					
AUM/A	29,541	30,177	33,775	35,718	35,067
Licensing	12,870	13,409	13,553	13,675	16,081
Total Advisors	42,411	43,586	47,328	49,393	51,148

The following table provides information regarding the degree to which gross sales, redemptions, net flows and changes in the market values of assets contributed to changes in AUM or AUA in the periods indicated.

Asset Rollforward - Three Months Ended June 30, 2016						
	As of 3/31/2016	Gross Sales	Redemptions	Net Flows	Market Impact	As of 6/30/2016
	(in millions except account data)					
Assets under Management (AUM)	\$ 95,489	\$ 8,003	\$ (8,482)	\$ (479)	\$ 1,690	\$ 96,700
Assets under Administration (AUA)	207,537	21,915	(13,695)	8,220	4,933	220,690
Total AUM/A	\$ 303,026	\$ 29,918	\$ (22,177)	\$ 7,741	\$ 6,623	\$ 317,390
<i>Fee-Based Accounts</i>	<i>1,402,822</i>			<i>36,195</i>		<i>1,439,017</i>

The above AUM/A gross sales figures include \$6.3 billion in new client conversions. The Company onboarded an additional \$101.2 billion in licensing conversions during the three months ended June 30, 2016, bringing total conversions for the quarter to \$107.5 billion. Second quarter activity and June 30, 2016 metrics reflect a planned client departure of approximately \$2.8 billion in AUM, 900 advisors and 7,000 accounts.

Asset Rollforward - Six Months Ended June 30, 2016						
	As of 12/31/2015	Gross Sales	Redemptions	Net Flows	Market Impact	As of 6/30/2016
	(in millions except account data)					
Assets under Management (AUM)	\$ 92,559	\$ 15,277	\$ (13,761)	\$ 1,516	\$ 2,625	\$ 96,700
Assets under Administration (AUA)	197,177	41,152	(24,354)	16,798	6,715	220,690
Total AUM/A	\$ 289,736	\$ 56,429	\$ (38,115)	\$ 18,314	\$ 9,340	\$ 317,390
<i>Fee-Based Accounts</i>	<i>1,298,179</i>			<i>140,838</i>		<i>1,439,017</i>

The above AUM/A gross sales figures include \$8.4 billion in new client conversions. The Company onboarded an additional \$109.3 billion in licensing conversions during the six months ended June 30, 2016, bringing total conversions for the quarter to \$117.7 billion.

The mix of AUM and AUA was as follows for the periods indicated:

	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2015	June 30, 2016
Assets under management (AUM)	29 %	29 %	32 %	32 %	30 %
Assets under administration (AUA)	71 %	71 %	68 %	68 %	70 %
	100 %	100 %	100 %	100 %	100 %

Results of Operations

Three months ended June 30, 2016 compared to three months June 30, 2015

	Three Months Ended		Percent Change
	June 30,		
	2016	2015	
(in thousands)			
Revenues:			
Assets under management or administration	\$ 86,056	\$ 83,819	3 %
Subscription and licensing	47,037	15,045	213 %
Professional services and other	8,615	3,799	127 %
Total revenues	141,708	102,663	38 %
Operating expenses:			
Cost of revenues	44,902	42,486	6 %
Compensation and benefits	57,664	31,956	80 %
General and administration	28,220	15,512	82 %
Depreciation and amortization	17,100	5,725	199 %
Restructuring charges	152	518	(71)%
Total operating expenses	148,038	96,197	54 %
Income (loss) from operations	(6,330)	6,466	(198)%
Other expense, net	(4,831)	(2,251)	115 %
Income (loss) before income tax provision (benefit)	(11,161)	4,215	* %
Income tax provision (benefit)	(3,218)	1,679	* %
Net income (loss)	(7,943)	2,536	* %
Add: Net loss attributable to non-controlling interest	—	—	— %
Net income (loss) attributable to Envestnet, Inc.	\$ (7,943)	\$ 2,536	* %

*Not meaningful.

Revenues

Total revenues increased 38% from \$102,663 in the three months ended June 30, 2015 to \$141,708 in the three months ended June 30, 2016. The increase was primarily due to an increase in revenues from subscription and licensing of \$31,992. Revenues from AUM/A were 61% and 82% of total revenues in the three months ended June 30, 2016 and 2015, respectively.

Assets under management or administration

Revenues earned from AUM/AUA increased 3% from \$83,819 in the three months ended June 30, 2015 to \$86,056 in the three months ended June 30, 2016. The increase was primarily due to an increase in asset values applicable to our quarterly billing cycle in 2016, relative to the corresponding period in 2015. In the second quarter of 2016, revenues were positively affected by new account growth and positive net flows of AUM or AUA during 2015 and the first quarter of 2016, partially offset by a lower overall effective fee rate on AUM/AUA primarily related to the transition of a WMS client to a lower priced solution.

The number of financial advisors with AUM or AUA on our technology platforms increased from 29,541 as of June 30, 2015 to 35,067 as of June 30, 2016 and the number of AUM or AUA client accounts increased from approximately 1,028,000 as of June 30, 2015 to approximately 1,439,000 as of June 30, 2016.

Subscription and licensing

Subscription and licensing revenues increased 213% from \$15,045 in the three months ended June 30, 2015 to \$47,037 in the three months ended June 30, 2016, primarily due to increases in Envestnet | Yodlee subscription revenue of \$27,197.

Professional services and other

Professional services and other revenues increased 127% from \$3,799 in the three months ended June 30, 2015 to \$8,615 in the three months ended June 30, 2016, primarily due to an increase in Envestnet | Yodlee professional services revenue of \$3,795.

Cost of revenues

Cost of revenues increased 6% from \$42,486 in the three months ended June 30, 2015 to \$44,902 in the three months ended June 30, 2016, primarily due to a corresponding increase in revenues from AUM or AUA. As a percentage of total revenues, cost of revenues decreased from 41% in the three months ended June 30, 2015 to 32% in the three months ended June 30, 2016 primarily as a result of Envestnet | Yodlee segment revenues with a lower cost of revenue profile.

Compensation and benefits

Compensation and benefits increased 80% from \$31,956 in the three months ended June 30, 2015 to \$57,664 in the three months ended June 30, 2016, primarily due to an increase in salaries, benefits and related payroll taxes of \$18,013, primarily a result of an increase in headcount, including headcount related to the Yodlee acquisition. An increase in non-cash stock compensation of \$3,373 also contributed to the increase in compensation and benefits. As a percentage of total revenues, compensation and benefits increased from 31% in the three months ended June 30, 2015 to 41% in the three months ended June 30, 2016. The increase in the compensation and benefits as a percentage of total revenues is primarily due to the Envestnet | Yodlee segment having a higher cost profile.

General and administration

General and administration expenses increased 82% from \$15,512 in the three months ended June 30, 2015 to \$28,220 in the three months ended June 30, 2016, primarily due to general and administration expense increases related to the Envestnet | Yodlee segment. As a percentage of total revenues, general and administration expenses increased from 15% in the three months ended June 30, 2015 to 20% in the three months ended June 30, 2016. The increase in the general and administration as a percentage of total revenues is primarily due to the Envestnet | Yodlee segment having a higher cost profile.

Depreciation and amortization

Depreciation and amortization expense increased 199% from \$5,725 in the three months ended June 30, 2015 to \$17,100 in the three months ended June 30, 2016, primarily due to increases in intangible asset amortization of \$8,633, primarily a result of the Yodlee acquisition. As a percentage of total revenues, depreciation and amortization expense increased from 6% in the three months ended June 30, 2015 to 12% in the three months ended June 30, 2016.

Restructuring

In the three months ended June 30, 2016, the Company incurred restructuring charges of \$152, primarily lease abandonment charges related to the former Placemark office located in Wellesley, Massachusetts.

Other expense, net

Other expense, net includes an increase in interest expense of \$1,790 as a result of additional borrowings under the November 19, 2015 Amended and Restated Credit Agreement (see Note 11 to the notes to the condensed consolidated financial statements).

Income tax provision (benefit)

	Three Months Ended	
	June 30,	
	2016	2015
Income (loss) before income tax provision (benefit)	\$ (11,161)	\$ 4,215
Income tax provision (benefit)	(3,218)	1,679
Effective tax rate	28.8 %	40.0 %

For the three months ended June 30, 2016, our effective tax rate differs from the statutory rate primarily due to various permanent items, accrual for reserves for uncertain tax positions and estimated research and development tax credit generation.

For the three months ended June 30, 2015, our effective tax rate differs from the statutory rate primarily due to the effect of an increase in the blended state tax rate, permanent differences, an uncertain tax position current year accrual related to transfer pricing and non-recognition of a loss from a subsidiary due to a full valuation allowance.

Six months ended June 30, 2016 compared to six months June 30, 2015

	Six Months Ended		Percent Change
	June 30,		
	2016	2015	
	(in thousands)		
Revenues:			
Assets under management or administration	\$ 168,927	\$ 164,896	2 %
Subscription and licensing	90,657	29,094	212 %
Professional services and other	13,945	5,127	172 %
Total revenues	<u>273,529</u>	<u>199,117</u>	37 %
Operating expenses:			
Cost of revenues	85,060	81,181	5 %
Compensation and benefits	120,280	63,491	89 %
General and administration	53,947	29,721	82 %
Depreciation and amortization	33,180	11,058	200 %
Restructuring charges	152	518	(71)%
Total operating expenses	<u>292,619</u>	<u>185,969</u>	57 %
Income (loss) from operations	(19,090)	13,148	* %
Other expense, net	(8,780)	(4,454)	97 %
Income (loss) before income tax provision (benefit)	(27,870)	8,694	* %
Income tax provision (benefit)	(8,934)	3,647	* %
Net income (loss)	(18,936)	5,047	* %
Add: Net loss attributable to non-controlling interest	—	—	— %
Net income (loss) attributable to Envestnet, Inc.	<u>\$ (18,936)</u>	<u>\$ 5,047</u>	* %

*Not meaningful.

Revenues

Total revenues increased 37% from \$199,117 in the six months ended June 30, 2015 to \$273,529 in the six months ended June 30, 2016. The increase was primarily due to an increase in revenues from subscription and licensing of \$61,563. Revenues from AUM/A were 62% and 83% of total revenues in the six months ended June 30, 2016 and 2015, respectively.

Assets under management or administration

Revenues earned from AUM/AUA increased 2% from \$164,896 in the six months ended June 30, 2015 to \$168,927 in the six months ended June 30, 2016. The increase was primarily due to an increase in asset values applicable to our quarterly billing cycle in 2016, relative to the corresponding period in 2015. In the first quarter of 2016, revenues were positively affected by new account growth and positive net flows of AUM or AUA during 2015, partially offset by a lower overall effective fee rate on AUM/AUA primarily related to the transition of a WMS client to a lower priced solution.

The number of financial advisors with AUM or AUA on our technology platforms increased from 29,541 as of June 30, 2015 to 35,067 as of June 30, 2016 and the number of AUM or AUA client accounts increased from approximately 1,028,000 as of June 30, 2015 to approximately 1,439,000 as of June 30, 2016.

Subscription and licensing

Subscription and licensing revenues increased 212% from \$29,094 in the six months ended June 30, 2015 to \$90,657 in the six months ended June 30, 2016, primarily due to an increase in Envestnet | Yodlee subscription revenue of \$52,241.

Professional services and other

Professional services and other revenues increased 172% from \$5,127 in the six months ended June 30, 2015 to \$13,945 in the six months ended June 30, 2016, primarily due to an increase in Envestnet | Yodlee professional services revenue of \$7,382.

Cost of revenues

Cost of revenues increased 5% from \$81,181 in the six months ended June 30, 2015 to \$85,060 in the six months ended June 30, 2016, primarily due to a corresponding increase in revenues from AUM or AUA. As a percentage of total revenues, cost of revenues decreased from 41% in the six months ended June 30, 2015 to 31% in the six months ended June 30, 2016 primarily as a result of Envestnet | Yodlee segment revenues with a lower cost of revenue profile.

Compensation and benefits

Compensation and benefits increased 89% from \$63,491 in the six months ended June 30, 2015 to \$120,280 in the six months ended June 30, 2016, primarily due to an increase in salaries, benefits and related payroll taxes of \$36,310, primarily a result of an increase in headcount, including headcount related to the Yodlee acquisition. An increase in non-cash stock compensation of \$11,569 also contributed to the increase in compensation and benefits. As a percentage of total revenues, compensation and benefits increased from 32% in the six months ended June 30, 2015 to 44% in the six months ended June 30, 2016. The increase in the compensation and benefits as a percentage of total revenues is primarily due to the Envestnet | Yodlee segment having a higher cost profile.

General and administration

General and administration expenses increased 82% from \$29,721 in the six months ended June 30, 2015 to \$53,947 in the six months ended June 30, 2016, primarily due to general and administration expense increases related to the Envestnet | Yodlee segment. As a percentage of total revenues, general and administration expenses increased from 15% in the six months ended June 30, 2015 to 20% in the six months ended June 30, 2016. The increase in the general and administration as a percentage of total revenues is primarily due to the Envestnet | Yodlee segment having a higher cost profile.

Depreciation and amortization

Depreciation and amortization expense increased 200% from \$11,058 in the six months ended June 30, 2015 to \$33,180 in the six months ended June 30, 2016, primarily due to an increase in intangible asset amortization of \$17,421 and an increase in depreciation expense of \$4,701, primarily a result of the Yodlee acquisition. As a percentage of total revenues, depreciation and amortization expense increased from 6% in the six months ended June 30, 2015 to 12% in the six months ended June 30, 2016.

Restructuring

In the six months ended June 30, 2016 and 2015, the Company incurred restructuring charges of \$152 and \$518, primarily lease abandonment charges related to the former Placemark office located in Wellesley, Massachusetts.

Other expense, net

Other expense, net includes an increase in interest expense of \$3,526 as a result of additional borrowings under the November 19, 2015 Amended and Restated Credit Agreement (see Note 11 to the notes to the condensed consolidated financial statements).

Income tax provision (benefit)

	Six Months Ended	
	June 30,	
	2016	2015
Income (loss) before income tax provision (benefit)	\$ (27,870)	\$ 8,694
Income tax provision (benefit)	(8,934)	3,647
Effective tax rate	32.1 %	41.9 %

For the six months ended June 30, 2016, our effective tax rate differs from the statutory rate primarily due to the effect of state taxes, various permanent items, accrual for reserves for uncertain tax positions and estimated research and development tax credit generation.

For the six months ended June 30, 2015, our effective tax rate differs from the statutory rate primarily due to the effect of an increase in the blended state tax rate, permanent differences, an uncertain tax position current year accrual related to transfer pricing and non-recognition of a loss from a subsidiary due to a full valuation allowance.

Segments

Business segments are generally organized around our service offerings. Financial information about each business segment is contained in Note 16 to the notes to the condensed consolidated financial statements. Our business segments are as follows:

Investnet is a leading provider of unified wealth management software and services empowering financial advisors and institutions.

Investnet | Yodlee is a leading data aggregation and data analytics platform powering dynamic, cloud-based innovation for digital financial services.

The following table presents income (loss) by segment:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
Investnet	\$ 10,490	\$ 10,312	\$ 20,064	\$ 20,048
Investnet Yodlee	(11,271)	—	(25,312)	—
Total segment income (loss) from operations	(781)	10,312	(5,248)	20,048
Nonsegment operating expenses	(5,549)	(3,846)	(13,842)	(6,900)
Other expense, net	(4,831)	(2,251)	(8,780)	(4,454)
Consolidated income (loss) before income taxes (benefit)	(11,161)	4,215	(27,870)	8,694
Income tax provision (benefit)	(3,218)	1,679	(8,934)	3,647
Consolidated net income (loss)	(7,943)	2,536	(18,936)	5,047
Add: Net loss attributable to non-controlling interest	—	—	—	—
Consolidated net income (loss) attributable to Investnet, Inc.	\$ (7,943)	\$ 2,536	\$ (18,936)	\$ 5,047

Envestnet

The following table presents income from operations for the Envestnet segment:

	Three Months Ended			Six Months Ended		
	June 30,		Percent Change	June 30,		Percent Change
	2016	2015		2016	2015	
	(in thousands)			(in thousands)		
Revenues:						
Assets under management or administration	\$ 86,056	\$ 83,819	3 %	\$ 168,927	\$ 164,896	2 %
Subscription and licensing	19,840	15,045	32 %	38,416	29,094	32 %
Professional services and other	4,820	3,799	27 %	6,563	5,127	28 %
Total revenues	<u>110,716</u>	<u>102,663</u>	8 %	<u>213,906</u>	<u>199,117</u>	7 %
Operating expenses:						
Cost of revenues	42,490	42,486	— %	80,843	81,181	— %
Compensation and benefits	34,466	30,749	12 %	69,581	61,002	14 %
General and administration	16,758	12,873	30 %	30,842	25,310	22 %
Depreciation and amortization	6,360	5,725	11 %	12,424	11,058	12 %
Restructuring charges	152	518	(71)%	152	518	(71)%
Total operating expenses	<u>100,226</u>	<u>92,351</u>	9 %	<u>193,842</u>	<u>179,069</u>	8 %
Income from operations	<u>\$ 10,490</u>	<u>\$ 10,312</u>	2 %	<u>\$ 20,064</u>	<u>\$ 20,048</u>	— %

Three months ended June 30, 2016 compared to three months June 30, 2015 for the Envestnet segment

Revenues

Total revenues increased 8% from \$102,663 in the three months ended June 30, 2015 to \$110,716 in the three months ended June 30, 2016. The increase was primarily due to an increase in revenues from subscription and licensing of \$4,795. Revenues from AUM/A were 78% and 82% of total revenues in the three months ended June 30, 2016 and 2015, respectively.

Assets under management or administration

Revenues earned from AUM/AUA increased 3% from \$83,819 in the three months ended June 30, 2015 to \$86,056 in the three months ended June 30, 2016. The increase was primarily due to an increase in asset values applicable to our quarterly billing cycle in 2016, relative to the corresponding period in 2015. In the first quarter of 2016, revenues were positively affected by new account growth and positive net flows of AUM or AUA during 2015, partially offset by a lower overall effective fee rate on AUM/AUA primarily related to the transition of a WMS client to a lower priced solution.

The number of financial advisors with AUM or AUA on our technology platforms increased from 29,541 as of June 30, 2015 to 35,067 as of June 30, 2016 and the number of AUM or AUA client accounts increased from approximately 1,028,000 as of June 30, 2015 to approximately 1,439,000 as of June 30, 2016.

Subscription and licensing

Subscription and licensing revenues increased 32% from \$15,045 in the three months ended June 30, 2015 to \$19,840 in the three months ended June 30, 2016, primarily due to an increase in Envestnet | Tamarac related revenue of \$2,998.

Professional services and other

Professional services and other revenues increased 27% from \$3,799 in the three months ended June 30, 2015 to \$4,820 in the three months ended June 30, 2016, primarily due to an increase in Envestnet | Tamarac professional services related revenue of \$656.

Cost of revenues

Cost of revenues remained consistent year over year from \$42,486 in the three months ended June 30, 2015 to \$42,490 in the three months ended June 30, 2016. As a percentage of total revenues, cost of revenues decreased from 41% in the three months ended June 30, 2015 to 38% in the three months ended June 30, 2016.

Compensation and benefits

Compensation and benefits increased 12% from \$30,749 in the three months ended June 30, 2015 to \$34,466 in the three months ended June 30, 2016, primarily due to an increase in salaries, benefits and related payroll taxes and non-cash compensation of \$3,495, primarily a result of an increase in headcount, including headcount related to the Finance Logix and Castle Rock acquisitions. As a percentage of total revenues, compensation and benefits increased from 30% in the three months ended June 30, 2015 to 31% in the three months ended June 30, 2016.

General and administration

General and administration expenses increased 30% from \$12,873 in the three months ended June 30, 2015 to \$16,758 in the three months ended June 30, 2016, primarily due to increases in occupancy costs of \$1,167, website and system development of \$744 and nonrecurring corporate expenses of \$678. As a percentage of total revenues, general and administration expenses increased from 13% in the three months ended June 30, 2015 to 15% in the three months ended June 30, 2016.

Depreciation and amortization

Depreciation and amortization expense increased 11% from \$5,725 in the three months ended June 30, 2015 to \$6,360 in the three months ended June 30, 2016, primarily due to increases in depreciation of \$573 from fixed asset purchases. As a percentage of total revenues, depreciation and amortization expense was 6% in the three months ended June 30, 2015 and 2016.

Six months ended June 30, 2016 compared to six months June 30, 2015 for the Envestnet segment

Revenues

Total revenues increased 7% from \$199,117 in the six months ended June 30, 2015 to \$213,906 in the six months ended June 30, 2016. The increase was primarily due to an increase in revenues from subscription and licensing of \$9,322. Revenues from AUM/A were 79% and 83% of total revenues in the six months ended June 30, 2016 and 2015, respectively.

Assets under management or administration

Revenues earned from AUM/AUA increased 2% from \$164,896 in the six months ended June 30, 2015 to \$168,927 in the six months ended June 30, 2016. The increase was primarily due to an increase in asset values applicable to our quarterly billing cycle in 2016, relative to the corresponding period in 2015. In the first quarter of 2016, revenues were positively affected by new account growth and positive net flows of AUM or AUA during 2015, partially offset by a lower overall effective fee rate on AUM/AUA primarily related to the transition of a WMS client to a lower priced solution.

The number of financial advisors with AUM or AUA on our technology platforms increased from 29,541 as of June 30, 2015 to 35,067 as of June 30, 2016 and the number of AUM or AUA client accounts increased from approximately 1,028,000 as of June 30, 2015 to approximately 1,439,000 as of June 30, 2016.

Subscription and licensing

Subscription and licensing revenues increased 32% from \$29,094 in the six months ended June 30, 2015 to \$38,416 in the six months ended June 30, 2016, primarily due to an increase in Envestnet | Tamarac related revenue of \$6,037.

Professional services and other

Professional services and other revenues increased 28% from \$5,127 in the six months ended June 30, 2015 to \$6,563 in the six months ended June 30, 2016, primarily due to an increase in Envestnet | Tamarac professional services related revenue of \$880.

Cost of revenues

Cost of revenues remained consistent year over year from \$81,181 in the six months ended June 30, 2015 to \$80,843 in the six months ended June 30, 2016. As a percentage of total revenues, cost of revenues decreased from 41% in the six months ended June 30, 2015 to 38% in the six months ended June 30, 2016.

Compensation and benefits

Compensation and benefits increased 14% from \$61,002 in the six months ended June 30, 2015 to \$69,581 in the six months ended June 30, 2016, primarily due to an increase in salaries, benefits and related payroll taxes and non-cash compensation of \$7,196, primarily a result of an increase in headcount, including headcount related to the Finance Logix and Castle Rock acquisitions. As a percentage of total revenues, compensation and benefits increased from 31% in the six months ended June 30, 2015 to 33% in the six months ended June 30, 2016.

General and administration

General and administration expenses increased 22% from \$25,310 in the six months ended June 30, 2015 to \$30,842 in the six months ended June 30, 2016 primarily due to increases in occupancy costs of \$1,431 and website and system development of \$1,311. As a percentage of total revenues, general and administration expenses increased from 13% in the six months ended June 30, 2015 to 14% in the six months ended June 30, 2016.

Depreciation and amortization

Depreciation and amortization expense increased 12% from \$11,058 in the six months ended June 30, 2015 to \$12,424 in the six months ended June 30, 2016, primarily due to increases in depreciation of \$1,087 from fixed asset purchases. As a percentage of total revenues, depreciation and amortization expense was 6% in the six months ended June 30, 2015 and 2016.

Envestnet | Yodlee

The following table presents income from operations for the Envestnet | Yodlee segment:

	Three Months Ended		Percent Change	Six Months Ended		Percent Change
	June 30,			June 30,		
	2016	2015		2016	2015	
	(in thousands)			(in thousands)		
Revenues:						
Subscription and licensing	\$ 27,197	\$ —	*	\$ 52,241	\$ —	*
Professional services and other	3,795	—	*	7,382	—	*
Total revenues	30,992	—	*	59,623	—	*
Operating expenses:						
Cost of revenues	2,412	—	*	4,217	—	*
Compensation and benefits	20,806	—	*	44,450	—	*
General and administration	8,305	—	*	15,512	—	*
Depreciation and amortization	10,740	—	*	20,756	—	*
Total operating expenses	42,263	—	*	84,935	—	*
Loss from operations	\$ (11,271)	\$ —	*	\$ (25,312)	\$ —	*

* Not meaningful

There are no amounts in the three and six months ended June 30, 2015, as Yodlee was acquired on November 19, 2015. For additional information pertaining to our business segments, see Note 16 to the notes to the condensed consolidated financial statements.

Nonsegment

Nonsegment expenses increased 44% from \$3,846 in the three months ended June 30, 2015 to \$5,549 in the three months ended June 30, 2016, primarily due to an increase in compensation and benefits expense of \$1,185, primarily due to an increase in non-cash compensation expense of \$728 and an increase in general and administration expenses of \$518. Nonsegment expenses increased 101% from \$6,900 in the six months ended June 30, 2015 to \$13,842 in the six months ended June 30, 2016, primarily due to an increase in compensation and benefits expense of \$3,760, primarily due to an increase in non-cash compensation expense of \$2,681, and an increase general and administration expenses of \$3,182, primarily due to an increase in fair value adjustment of contingent consideration of \$2,391.

Non-GAAP Financial Measures

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
	(in thousands)			
Adjusted revenues	\$ 141,948	\$ 102,663	\$ 273,979	\$ 199,117
Adjusted EBITDA	22,304	17,613	41,497	34,427
Adjusted net income	9,177	8,853	16,961	17,101
Adjusted net income per share	0.21	0.24	0.39	0.46

“Adjusted revenues” excludes the effect of purchase accounting on the fair value of acquired deferred revenue. Under GAAP, we record at fair value the acquired deferred revenue for contracts in effect at the time the entities were acquired. Consequently, revenue related to acquired entities for periods subsequent to the acquisition does not reflect the full amount of revenue that would have been recorded by these entities had they remained stand-alone entities.

“Adjusted EBITDA” represents net income before deferred revenue fair value adjustment, interest income, interest expense, accretion on contingent consideration, income tax provision (benefit), depreciation and amortization, non-cash compensation expense, restructuring charges and transaction costs, severance, fair market value adjustment on contingent consideration, litigation related expense, foreign currency and related hedging activity, loss allocation from equity method investment and loss attributable to non-controlling interest.

“Adjusted net income” represents net income before deferred revenue fair value adjustment, accretion on contingent consideration, non-cash interest expense, non-cash compensation expense, restructuring charges and transaction costs, severance, amortization of acquired intangibles, fair market value adjustment on contingent consideration, litigation related expense, foreign currency and related hedging activity, loss allocation from equity method investment and loss attributable to non-controlling interest. Reconciling items are presented gross of tax, and a normalized tax rate is applied to the total of all reconciling items to arrive at adjusted net income. The reconciling items, and resulting adjusted net income, are presented on a different basis than historically shown to eliminate the impact of quarterly volatility of the GAAP tax provision (benefit) on the Company’s adjusted earnings figures.

“Adjusted net income per share” represents adjusted net income divided by the diluted number of weighted-average shares outstanding.

Our Board of Directors and our management use adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share:

- As measures of operating performance;
- For planning purposes, including the preparation of annual budgets;
- To allocate resources to enhance the financial performance of our business;
- To evaluate the effectiveness of our business strategies; and
- In communications with our Board of Directors concerning our financial performance.

Our Compensation Committee, Board of Directors and our management may also consider adjusted EBITDA, among other factors, when determining management’s incentive compensation.

We also present adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share as supplemental performance measures because we believe that they provide our Board of Directors, management and investors with additional

information to assess our performance. Adjusted revenues provide comparisons from period to period by excluding the effect of purchase accounting on the fair value of acquired deferred revenue. Adjusted EBITDA provide comparisons from period to period by excluding potential differences caused by variations in the age and book depreciation of fixed assets affecting relative depreciation expense and amortization of internally developed software, amortization of acquired intangible assets, income tax provision, restructuring charges and transaction costs, imputed interest on contingent consideration, fair market value adjustments on contingent consideration, severance, litigation related expense, pre-tax loss attributable to non-controlling interest, and changes in interest expense and interest income that are influenced by capital structure decisions and capital market conditions. Our management also believes it is useful to exclude non-cash stock-based compensation expense from adjusted EBITDA and adjusted net income because non-cash equity grants made at a certain price and point in time do not necessarily reflect how our business is performing at any particular time.

We believe adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share are useful to investors in evaluating our operating performance because securities analysts use adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share as supplemental measures to evaluate the overall performance of companies, and we anticipate that our investor and analyst presentations will include adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share.

Adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share are not measurements of our financial performance under U.S. GAAP and should not be considered as an alternative to revenues, net income, operating income or any other performance measures derived in accordance with U.S. GAAP, or as an alternative to cash flows from operating activities as a measure of our profitability or liquidity.

We understand that, although adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share are frequently used by securities analysts and others in their evaluation of companies, these measures have limitations as an analytical tool, and you should not consider them in isolation, or as a substitute for an analysis of our results as reported under U.S. GAAP. In particular you should consider:

- Adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share do not reflect our cash expenditures, or future requirements for capital expenditures or contractual commitments;
- Adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share do not reflect changes in, or cash requirements for, our working capital needs;
- Adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share do not reflect non-cash components of employee compensation;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized often will have to be replaced in the future, and adjusted EBITDA does not reflect any cash requirements for such replacements;
- Due to either net losses before income tax expenses or the use of federal and state net operating loss carryforwards in 2015 and 2014, we had cash income tax payments (refunds), net of (\$915) and \$791 for the six months ended June 30, 2016 and 2015, respectively. Income tax payments will be higher if we continue to generate taxable income and our existing net operating loss carryforwards for federal and state income taxes have been fully utilized or have expired; and
- Other companies in our industry may calculate adjusted revenues, adjusted EBITDA, adjusted net income and adjusted net income per share differently than we do, limiting their usefulness as a comparative measure.

Management compensates for the inherent limitations associated with using adjusted revenues, adjusted EBITDA, adjusted operating income, adjusted net income and adjusted net income per share through disclosure of such limitations, presentation of our financial statements in accordance with U.S. GAAP and reconciliation of adjusted revenues to revenues, the most directly comparable U.S. GAAP measure and adjusted EBITDA, adjusted net income and adjusted net income per share to net income and net income per share, the most directly comparable U.S. GAAP measure. Further, our management also reviews U.S. GAAP measures and evaluates individual measures that are not included in some or all of our non-U.S. GAAP financial measures, such as our level of capital expenditures and interest income, among other measures.

The following table sets forth a reconciliation of total revenues to adjusted revenues based on our historical results:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
	(in thousands)			
Total revenues	\$ 141,708	\$ 102,663	\$ 273,529	\$ 199,117
Deferred revenue fair value adjustment	240	—	450	—
Adjusted revenues	<u>\$ 141,948</u>	<u>\$ 102,663</u>	<u>\$ 273,979</u>	<u>\$ 199,117</u>

The following table sets forth a reconciliation of net income (loss) to adjusted EBITDA based on our historical results:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
	(in thousands)			
Net income (loss)	\$ (7,943)	\$ 2,536	\$ (18,936)	\$ 5,047
Add (deduct):				
Deferred revenue fair value adjustment	240	—	450	—
Interest income	(9)	(89)	(22)	(211)
Interest expense	4,131	2,341	8,223	4,697
Accretion on contingent consideration	58	309	120	651
Income tax provision (benefit)	(3,218)	1,679	(8,934)	3,647
Depreciation and amortization	17,100	5,725	33,180	11,058
Non-cash compensation expense	6,703	3,330	18,194	6,749
Restructuring charges and transaction costs	1,157	1,539	3,486	2,969
Severance	1,419	262	2,046	855
Fair market value adjustment on contingent consideration	439	(456)	489	(1,902)
Litigation related expense	1,469	—	1,968	—
Foreign currency and related hedging activity	(127)	—	(289)	—
Loss allocation from equity method investment	837	—	880	—
Loss attributable to non-controlling interest	48	437	642	867
Adjusted EBITDA	<u>\$ 22,304</u>	<u>\$ 17,613</u>	<u>\$ 41,497</u>	<u>\$ 34,427</u>

The following table sets forth the reconciliation of net income (loss) to adjusted net income and adjusted net income per share based on our historical results:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2016	2015	2016	2015
	(in thousands)			
Net income (loss)	\$ (7,943)	\$ 2,536	\$ (18,936)	\$ 5,047
Income tax provision (benefit) (1)	(3,218)	1,679	(8,934)	3,647
Income (loss) before income tax provision (benefit)	(11,161)	4,215	(27,870)	8,694
Add (deduct):				
Deferred revenue fair value adjustment	240	—	450	—
Accretion on contingent consideration	58	309	120	651
Non-cash interest expense	2,018	1,524	4,031	3,063
Non-cash compensation expense	6,703	3,330	18,194	6,749
Restructuring charges and transaction costs	1,157	1,539	3,486	2,969
Severance	1,419	262	2,046	855
Amortization of acquired intangibles	12,195	3,560	24,121	6,693
Fair market value adjustment on contingent consideration	439	(456)	489	(1,902)
Litigation related expense	1,469	—	1,968	—
Foreign currency and related hedging activity	(127)	—	(289)	—
Loss allocation from equity method investment	837	—	880	—
Loss attributable to non-controlling interest	48	437	642	867
Adjusted net income before income tax effect	15,295	14,720	28,268	28,639
Income tax effect (2)	(6,118)	(5,867)	(11,307)	(11,538)
Adjusted net income	\$ 9,177	\$ 8,853	\$ 16,961	\$ 17,101
Basic number of weighted-average shares outstanding	42,752,465	35,776,125	42,632,964	35,463,623
Effect of dilutive shares:				
Options to purchase common stock	1,307,547	1,776,028	1,269,085	1,887,942
Unvested restricted stock units	169,824	101,921	104,637	152,463
Diluted number of weighted-average shares outstanding	44,229,836	37,654,074	44,006,686	37,504,028
Adjusted net income per share - diluted	\$ 0.21	\$ 0.24	\$ 0.39	\$ 0.46

(1) For the three months ended June 30, 2016 and 2015, the effective tax (benefit) rate computed in accordance with US GAAP equaled 28.8% and 40.0%, respectively. For the six months ended June 30, 2016 and 2015, the effective tax (benefit) rate computed in accordance with US GAAP equaled 32.1% and 41.9%, respectively.

(2) For both periods shown, an estimated normalized effective tax rate of 40% has been used to compute adjusted net income.

Note on Income Taxes: As of December 31, 2015, the Company had NOL carryforwards of \$272,804 and \$149,893 for federal and state income tax purposes, respectively, available to reduce future income subject to income taxes. As a result, the amount of actual cash taxes the Company pays for federal, state and foreign income taxes differs significantly from the effective income tax rate computed in accordance with US GAAP, and from the normalized rate shown above.

The following tables set forth the reconciliation of revenues to adjusted revenues and income (loss) from operations to adjusted EBITDA based on our historical results for each segment for the three and six months ended June 30, 2016 and 2015:

For the Three Months Ended June 30, 2016

	Envestnet	Envestnet Yodlee	Non-Segment	Total
	(in thousands)			
Revenues	\$ 110,716	\$ 30,992	\$ —	\$ 141,708
Deferred revenue fair value adjustment	17	223	—	240
Adjusted revenues	<u>\$ 110,733</u>	<u>\$ 31,215</u>	<u>\$ —</u>	<u>\$ 141,948</u>
Income (loss) from operations	\$ 10,490	\$ (11,271)	\$ (5,549)	\$ (6,330)
Add (deduct):				
Deferred revenue fair value adjustment	17	223	—	240
Accretion on contingent consideration	58	—	—	58
Depreciation and amortization	6,360	10,740	—	17,100
Non-cash compensation expense	2,371	3,225	1,107	6,703
Restructuring charges and transaction costs	240	27	890	1,157
Severance	1,029	370	20	1,419
Fair market value adjustment on contingent consideration	—	—	439	439
Litigation related expense	—	1,239	230	1,469
Other loss	—	—	1	1
Loss attributable to non-controlling interest	48	—	—	48
Adjusted EBITDA	<u>\$ 20,613</u>	<u>\$ 4,553</u>	<u>\$ (2,862)</u>	<u>\$ 22,304</u>

For the Three Months Ended June 30, 2015

	Envestnet	Envestnet Yodlee	Non-Segment	Total
	(in thousands)			
Revenues	\$ 102,663	\$ —	\$ —	\$ 102,663
Deferred revenue fair value adjustment	—	—	—	—
Adjusted revenues	<u>\$ 102,663</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 102,663</u>
Income (loss) from operations	\$ 10,312	\$ —	\$ (3,846)	\$ 6,466
Add (deduct):				
Accretion on contingent consideration	309	—	—	309
Depreciation and amortization	5,725	—	—	5,725
Non-cash compensation expense	2,951	—	379	3,330
Restructuring charges and transaction costs	—	—	1,539	1,539
Severance	262	—	—	262
Fair market value adjustment on contingent consideration	—	—	(456)	(456)
Other loss	—	—	1	1
Loss attributable to non-controlling interest	437	—	—	437
Adjusted EBITDA	<u>\$ 19,996</u>	<u>\$ —</u>	<u>\$ (2,383)</u>	<u>\$ 17,613</u>

	For the Six Months Ended June 30, 2016			
	Envestnet	Envestnet Yodlee	Non-Segment	Total
	(in thousands)			
Revenues	\$ 213,906	\$ 59,623	\$ —	\$ 273,529
Deferred revenue fair value adjustment	6	444	—	450
Adjusted revenues	<u>\$ 213,912</u>	<u>\$ 60,067</u>	<u>\$ —</u>	<u>\$ 273,979</u>
Income (loss) from operations	\$ 20,064	\$ (25,312)	\$ (13,842)	\$ (19,090)
Add (deduct):				
Deferred revenue fair value adjustment	6	444	—	450
Accretion on contingent consideration	120	—	—	120
Depreciation and amortization	12,424	20,756	—	33,180
Non-cash compensation expense	5,586	9,250	3,358	18,194
Restructuring charges and transaction costs	327	31	3,128	3,486
Severance	1,029	679	338	2,046
Fair market value adjustment on contingent consideration	—	—	489	489
Litigation related expense	—	1,738	230	1,968
Other loss	—	—	12	12
Loss attributable to non-controlling interest	642	—	—	642
Adjusted EBITDA	<u>\$ 40,198</u>	<u>\$ 7,586</u>	<u>\$ (6,287)</u>	<u>\$ 41,497</u>
	For the Six Months Ended June 30, 2015			
	Envestnet	Envestnet Yodlee	Non-Segment	Total
	(in thousands)			
Revenues	\$ 199,117	\$ —	\$ —	\$ 199,117
Deferred revenue fair value adjustment	—	—	—	—
Adjusted revenues	<u>\$ 199,117</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 199,117</u>
Income (loss) from operations	\$ 20,047	\$ —	\$ (6,899)	\$ 13,148
Add (deduct):				
Accretion on contingent consideration	651	—	—	651
Depreciation and amortization	11,058	—	—	11,058
Non-cash compensation expense	6,072	—	677	6,749
Restructuring charges and transaction costs	—	—	2,969	2,969
Severance	855	—	—	855
Fair market value adjustment on contingent consideration	—	—	(1,902)	(1,902)
Other loss	—	—	32	32
Loss attributable to non-controlling interest	867	—	—	867
Adjusted EBITDA	<u>\$ 39,550</u>	<u>\$ —</u>	<u>\$ (5,123)</u>	<u>\$ 34,427</u>

Liquidity and Capital Resources

As of June 30, 2016, we had total cash and cash equivalents of \$38,522 compared to \$51,718 as of December 31, 2015. We plan to use existing cash as of June 30, 2016 and cash generated in the ongoing operations of our business to fund our current operations, capital expenditures, repay debt and for possible acquisitions or other strategic activity. If the cash generated in the ongoing operations of our business is insufficient to fund these requirements we may be required to borrow under our bank credit agreement to fund our ongoing operations or to fund potential acquisitions or other strategic activities.

Cash Flows

The following table presents information regarding our cash flows and cash and cash equivalents for the periods indicated:

	Six Months Ended	
	June 30,	
	2016	2015
	(in thousands)	
Net cash provided by operating activities	\$ 25,942	\$ 4,654
Net cash used in investing activities	(27,771)	(30,332)
Net cash provided by (used in) financing activities	(11,367)	14,851
Net decrease in cash and cash equivalents	(13,196)	(10,827)
Cash and cash equivalents, end of period	38,522	198,927

Operating Activities

Net cash provided by operating activities for the six months ended June 30, 2016 increased by \$21,288 compared to the same period in 2015, primarily due to an increase in non-cash adjustments of \$52,638 offset by a decreases in net incomes of \$23,983 and changes in operating assets and liabilities, net of acquisition of \$7,367.

Investing Activities

Net cash used in investing activities for the six months ended June 30, 2016 decreased by \$2,561 compared to the same period in 2015. The decrease is primarily a result of a decrease in cash disbursements for acquisitions of \$3,318 offset by an increase in capitalization of internally developed software of \$1,037.

Financing Activities

Net cash used in financing activities for the six months ended June 30, 2016 increased by \$26,218 compared to the same period in 2015, primarily a result of a decrease in excess tax benefits from stock-based compensation expense of \$15,312, increases in payments on revolving credit facility of \$4,000 and purchases of treasury stock for stock-based minimum tax withholdings of \$3,279 offset by a decrease in proceeds from the exercise of stock options of \$3,630.

Critical Accounting Estimates

The preparation of financial statements and related disclosures in conformity with U.S. GAAP requires us to make judgments, assumptions, and estimates that affect the amounts reported in the Condensed Consolidated Financial Statements and accompanying notes. Note 2, Summary of Significant Accounting Policies, to the Consolidated Financial Statements in our most recent Form 10-K describes the significant accounting policies and methods used in the preparation of the Consolidated Financial Statements. Our critical accounting estimates, identified in Management's Discussion and Analysis of Financial Condition and Results of Operations in Part II, Item 7 of our most recent Form 10-K include the discussion of estimates used for recognition of revenues, purchase accounting, internally developed software, non-cash stock-based compensation expense, and income taxes. Such accounting policies and estimates require significant judgments and assumptions to be used in the preparation of the Condensed Consolidated Financial Statements, and actual results could differ materially from the amounts reported.

Commitments and Off-Balance Sheet Arrangements

Purchase Obligations and Indemnifications

The Company includes various types of indemnification and guarantee clauses in certain arrangements. These indemnifications and guarantees may include, but are not limited to, infringement claims related to intellectual property, direct or consequential damages and guarantees to certain service providers and service level requirements with certain customers. The type and amount of any potential indemnification or guarantee varies substantially based on the nature of each arrangement. The Company has experienced no previous claims and cannot determine the maximum amount of potential future payments, if any, related to such indemnification and guarantee provisions. The Company believes that it is unlikely it will have to make material payments under these arrangements and therefore has not recorded a contingent liability in the condensed consolidated balance sheets.

The Company enters into unconditional purchase obligations arrangements for certain of its services that it receives in the normal course of business.

Leases

The Company rents office space under leases that expire at various dates through 2028. Future minimum lease commitments under these operating leases, as of June 30, 2016, were as follows:

Years ending December 31:

Remainder of 2016	\$ 5,811
2017	10,685
2018	10,004
2019	9,600
2020	9,376
Thereafter	27,692
Total	<u>\$ 73,168</u>

Litigation

The Company is involved in litigation arising in the ordinary course of its business. Legal fees and other costs associated with such actions are expensed as incurred. The Company will record a provision for these claims when it is both probable that a liability has been incurred and the amount of the loss, or a range of the potential loss, can be reasonably estimated. These provisions are reviewed regularly and adjusted to reflect the impacts of negotiations, settlements, rulings, advice of legal counsel, and other information or events pertaining to a particular case. Litigation accruals are recorded when and if it is determined that a loss is both probable and reasonably estimable. For litigation matters where a loss may be reasonably possible, but not probable, or is probable but not reasonably estimable, no accrual is established, but if the matter is material, it is subject to disclosures. The Company believes that liabilities associated with any claims, while possible, are not probable, and therefore has not recorded any accrual for any claims as of June 30, 2016. Further, while any possible range of loss cannot be reasonably estimated at this time, the Company does not believe that the outcome of any of these proceedings, individually or in the aggregate, would, if determined adversely to it, have a material adverse effect on its financial condition or business, although an adverse resolution of litigation could have a material adverse effect on Envestnet's results of operations or cash flow in a particular quarter or year.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market risk

Our exposure to market risk is directly related to revenues from asset management or administration services earned based upon a contractual percentage of AUM or AUA. In the three and six months ended June 30, 2016, 61% and 62%, respectively, of our revenues were derived from revenues based on the market value of AUM or AUA. We expect this percentage to vary over time. A decrease in the aggregate value of AUM or AUA may cause our revenue and income to decline.

Foreign currency risk

The expenses of our India subsidiary, which primarily consist of expenditures related to compensation and benefits, are paid using the Indian Rupee. We are directly exposed to changes in foreign currency exchange rates through the translation of these monthly expenditures into U.S. dollars. For the three and six months ended June 30, 2016, we estimate that a hypothetical 10% increase in the value of the Indian Rupee to the U.S. dollar would result in a decrease of \$371 and \$780, respectively, to pre-tax earnings and a hypothetical 10% decrease in the value of the Indian Rupee to the U.S. dollar would result in an increase of \$304 and \$638, respectively, to pre-tax earnings.

Interest rate risk

We are subject to market risk from changes in interest rates. The Company has Term Notes and a revolving credit facility that bears interest at LIBOR plus an applicable margin between 1.50 percent and 3.25 percent. As the LIBOR rates fluctuate, so too will the interest expense on amounts borrowed under the Amended and Restated Credit Agreement. As of June 30, 2016, there was \$146,000 of Term Notes and no revolving credit amounts outstanding under the Amended and Restated Credit Agreement. The Company incurred interest expense of \$1,848 and \$3,666 for the three and six months ended June 30, 2016 related to the Amended and Restated Credit Agreement. A sensitivity analysis performed on the interest expense indicated that a hypothetical 0.25% increase or decrease in our interest rate would increase or decrease interest expense on an annual basis by approximately \$365.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2016. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Based on their evaluation of our disclosure controls and procedures as of June 30, 2016, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures were effective.

Changes in Internal Control Over Financial Reporting

During the three months ended June 30, 2016, there were no changes to our internal control over financial reporting that materially affected, or were reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we may become subject to legal proceedings, claims and litigation arising in the ordinary course of business. In addition, we are currently involved in the following matters:

Plaid Litigation

On December 2, 2014, Yodlee filed a complaint in the United States District Court for the District of Delaware alleging that Plaid Technologies Inc. (“Plaid”) has and is continuing to infringe on seven of its U.S. patents. The complaint seeks unspecified monetary damages, enhanced damages, interest, fees, expenses, costs and injunctive relief against Plaid. On January 23, 2015, in lieu of filing an answer to the complaint, Plaid filed a motion to dismiss, alleging that Yodlee’s patents do not claim patent eligible subject matter. Yodlee filed its answering brief to the motion to dismiss on February 20, 2015. Plaid filed its reply brief on March 6, 2015. At the outset of the litigation, the judge presiding over the litigation referred certain matters to be handled by the assigned magistrate judge, including case scheduling, and any motions to dismiss. On May 23, 2016, the magistrate judge issued a report and recommendation that the district judge deny Plaid’s motion to dismiss with respect to four of the asserted patents in its entirety, deny Plaid’s motion to dismiss with respect to two of the asserted patents in part, and grant Plaid’s motion to dismiss with respect to the final asserted patent in its entirety. On June 9, 2016, both parties filed limited objections to the magistrate judge’s report and recommendation. On June 27, 2016, both parties filed responses to each other’s objections. These objections are pending before the district judge.

While Plaid’s motion to dismiss was pending, the magistrate judge entered a trial date of March 13, 2017 and discovery has proceeded. On January 15, 2016, the Court issued a ruling on claim construction in which the Court specified the interpretation of certain words and phrases in the patents claims which were disputed between both parties. On May 9, 2016, the Court ordered that Plaid answer Yodlee’s complaint on May 31, 2016. On May 31, 2016, Plaid filed its answer and counterclaims to Yodlee’s complaint. Plaid’s counterclaims seek declaratory judgment that Yodlee’s patents are not infringed, invalid, and unenforceable. In addition, Plaid’s counterclaims allege an antitrust violation under section 2 of the Sherman Act, 15 U.S.C. § 2, unfair competition under California State Law and common law, and violation of the Lanham Act, 15 U.S.C. § 1125(a). The counterclaims seek unspecified monetary damages, enhanced damages, interest, fees, expenses, costs and injunctive relief against Yodlee. Yodlee believes Plaid’s

allegations are without merit and intends to vigorously defend against these allegations. On June 24, 2016, Yodlee filed its answer to Plaid's counterclaims in which it denied Plaid's allegations and denied that Plaid is entitled to any relief.

On December 2, 2015 and December 3, 2015, Plaid filed petitions for Inter-Partes Review ("IPR") before the Patent Office's Board of Patent Trials and Appeals ("PTAB") against two of the seven Yodlee patents that are the subject of the lawsuit described in the immediately preceding paragraph. In these petitions, Plaid seeks to have the PTAB find the two patents invalid in light of specific prior art raised by Plaid in the petition. On June 8, 2016, the PTAB issued a decision granting institution of IPR proceedings against U.S. Patent No. 6,317,783. The Oral argument with respect to this petition is scheduled for March 7, 2017 and a final decision is due on June 8, 2017. Either party may appeal the result of the PTAB final decision to the United States Court of Appeals for the Federal Circuit. Once all appeals are exhausted, a final judgment of invalidity becomes binding on the District Court hearing the Plaid litigation. A judgment confirming validity by the PTAB is not binding on the District Court but it has significant estoppel consequences that will preclude Plaid from relying on certain kinds of prior art in the District Court proceedings. On June 9, 2016, the PTAB issued a decision denying institution of IPR proceedings challenging the validity of U.S. Patent No. 6,199,077. On July 11, 2016, Plaid filed a petition for rehearing requesting that the PTAB reverse its June 9 decision regarding IPR proceedings for U.S. Patent No. 6,199,077.

On February 7, 2016, Plaid filed a Covered Business Method Review against one (U.S. Patent No. 6,199,077) of the two patents already at issue in the IPR Petitions. On March 18, 2016, Plaid filed a Covered Business Method Review petition against the other patent (U.S. Patent 6,317,783) already at issue in the IPR Petitions. On April 15, 2016, Plaid filed a third Covered Business Method Review petition against another one of the Yodlee patents (U.S. Patent No. 6,510,451) which is the subject of the litigation described above. On May 31, 2016, Plaid filed two Covered Business Method Review petitions against two Yodlee patents at issue in the litigation (U.S. Patent Nos. 7,263,548 and 7,424,520) and on June 10, 2016, Plaid filed two Covered Business Method Review petitions against two more Yodlee patents at issue in the litigation (U.S. Patent Nos. 7,752,535, and 8,266,515), thus having all seven patents in the litigation the subject of pending Covered Business Method Review petitions. The schedule for the various Covered Business Method proceedings have not been set but, based on the statutory deadlines, final decisions would likely be rendered in the timeframe August - December 2017. As with the IPR Petitions, either party may appeal the result of the PTAB final decision in a Covered Business Method proceeding to the United States Court of Appeals for the Federal Circuit. Once all appeals are exhausted, a final judgment of invalidity becomes binding on the District Court hearing the Plaid litigation. In a Covered Business Method proceeding, a judgment confirming validity by the PTAB is not binding on the District Court but it has significant estoppel consequences that will preclude Plaid from relying on certain kinds of prior art in the District Court proceedings.

Merger Litigation

Envestnet Inc. ("Envestnet"), Yale Merger Sub Inc. ("Merger Sub"), Yodlee Inc. ("Yodlee"), and all members of Yodlee's board of directors at the time of Yodlee's acquisition (the "Acquisition") by Envestnet were named as defendants in two putative class actions challenging the Acquisition. The suits, captioned *Suman Inala v. Yodlee, Inc., et al.* (Case No. 11461) (filed September 2, 2015 and amended on October 14, 2015) and *Guillaume Wieland-Paquet v. Yodlee, Inc., et al.* (Case No. 11611) (filed October 14, 2015), were pending in the Court of Chancery of the State of Delaware. The complaints alleged, among other things, that the Yodlee directors breached their fiduciary duties by agreeing to sell Yodlee through a conflicted process and by failing to ensure that Yodlee's stockholders received adequate and fair value for their shares. The complaints also alleged that the Form S-4 Registration Statement filed by Envestnet, which contained Yodlee's proxy statement, failed to disclose material information to Yodlee's stockholder. The complaints also alleged that Envestnet and Merger Sub aided and abetted these breaches of fiduciary duties. The plaintiffs sought as relief, among other things, an injunction against the merger, rescission of the Merger Agreement to the extent it was already implemented, an award of damages and attorneys' fees.

On October 16, 2015, plaintiffs moved for expedited proceedings and discovery, so as to be in a position to seek injunctive relief preventing Yodlee's shareholders from voting on the proposed Merger. On October 28, 2015, the Court denied plaintiff's motion and on November 19, 2015, the Merger was completed. On March 15, 2016, Plaintiffs advised the Court that they intended to voluntarily dismiss the suits and to seek an as yet unspecified award of fees for purportedly compelling Yodlee to supplement its proxy statement in order to moot certain of plaintiffs' claims.

On May 17, 2016, the Delaware Court of Chancery (the "Court") entered a Stipulation and Proposed Order Concerning Voluntary Dismissal of the Action and Plaintiffs' Anticipated Application for Attorneys' Fees and Expenses. The Court dismissed the Actions and retained jurisdiction solely for the purpose of determining any application for an award of attorneys' fees and reimbursement of expenses by the plaintiffs and their counsel, who contend that supplemental proxy materials filed by Yodlee on October 26, 2015 contained supplemental disclosures of material fact that mooted plaintiffs' disclosure claims. During the second quarter of 2016, the parties reached an agreement with respect to such fees and expenses in the amount of \$200,000 (the "settlement").

amount”), and on July 13, 2016 the Court entered a Stipulation and Order directing payment of the settlement amount to plaintiffs’ counsel (the “Order”). The Company has denied any wrongdoing, and agreed to pay the settlement amount to avoid incurring further costs of litigation. The Company agreed to pay the settlement amount within 10 business days after the entry of the Order, which the Company did. The Court did not pass on the amount of the settlement. Any stockholder seeking additional information about this matter should contact W. Scott Holleman, counsel for plaintiffs, at ScottH@johnsonandweaver.com or (212) 802-1486, or Jonathan Medow, counsel for Envestnet, at jmedow@mayerbrown.com or (312) 701-7060.

Item 1A. Risk Factors

Investment in our securities involves risk. An investor or potential investor should consider the risks summarized under the caption “Risk Factors” in Part I, Item 1A of our 2015 Form 10-K, when making investment decisions regarding our securities. The risk factors that were disclosed in our 2015 Form 10-K have not materially changed since the date our 2015 Form 10-K was filed.

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

(c) Issuer Purchases of Equity Securities

	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Maximum number (or approximate dollar value) of shares that may yet be purchased under the plans or programs
April 1, 2016 through April 30, 2016	7,794	\$ 29.13	—	2,000,000
May 1, 2016 through May 31, 2016	20,911	31.69	—	2,000,000
June 1, 2016 through June 30, 2016	60,060	34.10	43,610	1,956,390

On February 25, 2016, the Company announced that its Board of Directors had authorized a share repurchase program under which the Company may repurchase up to 2,000,000 shares of its common stock. The timing and volume of share repurchases will be determined by the Company’s management based on its ongoing assessments of the capital needs of the business, the market price of its common stock and general market conditions. No time limit has been set for the completion of the repurchase program, and the program may be suspended or discontinued at any time. The repurchase program authorizes the Company to purchase its common stock from time to time in the open market (including pursuant to a “Rule 10b5-1 plan”), in block transactions, in privately negotiated transactions, through accelerated stock repurchase programs, through option or other forward transactions or otherwise, all in compliance with applicable laws and other restrictions. As of June 30, 2016, 1,956,390 of shares could still be purchased under this program.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

(a) *Exhibits*

See the exhibit index, which is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on August 9, 2016.

ENVESTNET, INC.

By: _____
/s/ Judson Bergman
Judson Bergman
Chairman and Chief Executive Officer
Principal Executive Officer

By: _____
/s/ Peter H. D'Arrigo
Peter H. D'Arrigo
Chief Financial Officer
Principal Financial Officer

By: _____
/s/ Matthew J. Majoros
Matthew J. Majoros
Senior Vice President, Financial Reporting
Principal Accounting Officer

INDEX TO EXHIBITS

Exhibit No.	Description
10.1	Employment agreement, dated as of May 12, 2016, between Envestnet, Inc. and Judson Bergman (Incorporated by reference to Exhibit 10.1 to Form 8-K filed on May 13, 2016)
10.2	Employment agreement, dated as of May 12, 2016, between Envestnet, Inc. and William Crager (Incorporated by reference to Exhibit 10.2 to Form 8-K filed on May 13, 2016)
10.3	Employment agreement, dated as of May 12, 2016, between Envestnet, Inc. and Peter D'Arrigo (Incorporated by reference to Exhibit 10.3 to Form 8-K filed on May 13, 2016)
10.4	Full Value Award Grant Certificate and Terms and Conditions for Judson Bergman, dated May 12, 2016 (Incorporated by reference to Exhibit 10.4 to Form 8-K filed on May 13, 2016)
10.5	Full Value Award Grant Certificate and Terms and Conditions for Bill Crager, dated May 12, 2016 (Incorporated by reference to Exhibit 10.5 to Form 8-K filed on May 13, 2016)
10.6	Full Value Award Grant Certificate and Terms and Conditions for Peter D'Arrigo, dated May 12, 2016 (Incorporated by reference to Exhibit 10.6 to Form 8-K filed on May 13, 2016)
10.7	Nonqualified Stock Option Grant Certificate and Terms and Conditions for Judson Bergman, dated May 12, 2016 (Incorporated by reference to Exhibit 10.7 to Form 8-K filed on May 13, 2016)
10.8	Employment agreement, dated as of January 27, 2016, between Envestnet, Inc. and Anil Arora**
10.9	Nonqualified Stock Option Grant Certificate and Terms and Conditions for Anil Arora, dated December 12, 2015**
10.10	Full Value Award Grant Certificate and Terms and Conditions for Anil Arora, dated December 12, 2015**
10.11	Employment agreement, dated as of August 2, 2016, between Envestnet, Inc. and Josh Mayer (Incorporated by reference to Exhibit 10.1 to Form 8-K filed on August 4, 2016)
10.12	Employment agreement, dated as of August 2, 2016, between Envestnet, Inc. and Scott Grinis (Incorporated by reference to Exhibit 10.2 to Form 8-K filed on August 4, 2016)
10.13	Full Value Award Grant Certificate and Terms and Conditions for Josh Mayer, dated August 2, 2016 (Incorporated by reference to Exhibit 10.3 to Form 8-K filed on August 4, 2016)
10.14	Full Value Award Grant Certificate and Terms and Conditions for Scott Grinis, dated August 2, 2016 (Incorporated by reference to Exhibit 10.4 to Form 8-K filed on August 4, 2016)
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1(1)	Certification of Chief Executive Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2(1)	Certification of Chief Financial Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document *
101.SCH	XBRL Taxonomy Extension Schema Document *
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document *
101.LAB	XBRL Taxonomy Extension Label Linkbase Document *
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document *
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document *

(1) The material contained in Exhibit 32.1 and 32.2 is not deemed “filed” with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language contained in such filing, except to the extent that the registrant specifically incorporates it by reference.

* Attached as Exhibit 101 to this Quarterly Report on Form 10-Q are the following materials, formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets as of June 30, 2016 and December 31, 2015; (ii) the Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2016 and 2015;

(iii) the Condensed Consolidated Statement of Comprehensive Income for the three and six months ended June 30, 2016 and 2015; (iv) the Condensed Consolidated Statement of Equity for the six months ended June 30, 2016; (v) the Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2016 and 2015; (vi) Notes to Condensed Consolidated Financial Statements tagged as blocks of text.

** Filed herewith.



**Full Value Award
Grant Certificate
For
Anil Arora**

Envestnet, Inc. ("Company") hereby grants to you a Full Value Award of Restricted Stock Units under the Envestnet, Inc. 2010 Long-Term Incentive Plan ("Plan"), to receive the number of shares of Company Stock as set forth below, subject to all terms and conditions of this Full Value Award Grant Certificate ("Certificate"), the Full Value Award Terms and Conditions and the Plan:

Number of <u>RSUs</u>	Grant <u>Date</u>	Vesting <u>Date</u>
8333	12/7/2015	3/7/2016
8333	12/7/2015	6/7/2016
8334	12/7/2015	9/7/2016
8333	12/7/2015	12/7/2016
8333	12/7/2015	3/7/2017
8334	12/7/2015	6/7/2017
8333	12/7/2015	9/7/2017
8333	12/7/2015	12/7/2017
8334	12/7/2015	3/7/2018
8333	12/7/2015	6/7/2018
8333	12/7/2015	9/7/2018
<u>8334</u>	12/7/2015	12/7/2018
Total:	100000	

Notwithstanding the foregoing, you will vest in such portion of the Full Value Award scheduled to vest on the applicable Vesting Date provided that you remain an employee of the Company from the Full Value Award Grant Date set forth above until the applicable Vesting Date set forth above with respect to any portion of the Full Value Award scheduled to vest on such Vesting Date; provided, however, that the entire Full Value Award shall be forfeited unless you agree to the terms of employment with the Company on or prior to January 31, 2016. Except as expressly set forth in the Terms and Conditions, any portion of this award that is not vested upon your termination of employment shall be forfeited. Subject to your continued employment through the vesting date, on the vesting date, to the extent not previously forfeited, you shall be entitled to a distribution of shares of Stock in settlement of your RSUs.

This Full Value Award is subject to the terms and conditions set forth in this Certificate, the Full Value Award Terms and Conditions and the Plan. All terms and provisions of the Full Value Award Terms and Conditions and the Plan, as the same may be amended from time to time, are incorporated herein and made part of this Certificate. If any provision hereof and of the Plan shall be in conflict, the terms of the Plan shall govern. All capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Plan.

This Certificate, the Full Value Award Terms and Conditions and the Plan set forth the entire understanding between you and the Company regarding this Full Value Award and supersede all prior oral and written agreements with respect thereto.

ENVESTNET, INC.
2010 LONG-TERM INCENTIVE PLAN
FULL VALUE AWARD (RESTRICTED STOCK UNITS) TERMS AND CONDITIONS

The following Full Value Award (Restricted Stock Unit) Terms and Conditions (the "Terms and Conditions") apply to Full Value Awards in the form of restricted stock granted by Envestnet, Inc. to the Participant whose name appears on the Full Value Award Grant Certificate ("Certificate"), to which these Terms and Conditions are attached (or into which these Terms and Conditions are incorporated).

1. **Award.** The Full Value Award is in all respects subject to the terms, definitions and provisions of the Envestnet, Inc. 2010 Long-Term Incentive Plan ("Plan") and the Certificate, each of which is incorporated herein by reference, as well as these Terms and Conditions. These Terms and Conditions, together with the Certificate, and the Plan constitute the Full Value Award agreement under the Plan. Unless the context clearly provides otherwise, the capitalized terms herein shall have the meaning ascribed to such terms under the Plan.

2. **Vesting.** Subject to paragraph 4 below, this Full Value Award shall vest as set forth in the Certificate attached hereto.

3. **Distribution.** After distribution of a share of Stock for a Unit, the Unit shall have no further force or effect. Notwithstanding anything in the contrary in any agreement between the Participant and the Company or a subsidiary, the Participant acknowledges and agrees that the RSUs shall vest (and the Restricted Period shall end) only as provided by, and subject to the terms of, this Certificate, the Full Value Award Terms and Conditions, and the Plan.

4. **Accelerated Vesting.**

(a) **In Connection with Certain Terminations.** In the event that the Participant's employment or service, as applicable, is terminated (i) by the Company for reasons other than Cause (as defined in the Participant's employment letter with the Company dated January 27, 2016 (the "Employment Letter")), (ii) by the Participant for Good Reason (as defined in the Employment Letter), or (iii) due to the Participant's death or Permanent Disability (as defined in the Employment Letter), this Full Value Award shall become fully vested, in accordance with and subject to the terms and conditions set forth in the Employment Letter.

(b) **in Connection with Change in Control.** In the event that (a) the Participant's employment or service, as applicable, is terminated by the Company or the successor to the Company (or a Related Company which is his or her employer) for reasons other than Cause within 24 months following a Change in Control, or (b) the Plan is terminated by the Company or its successor following a Change in Control without provision for the continuation of outstanding Full Value Awards under the Plan, this Full Value Award shall immediately become fully vested. If, upon a Change in Control, awards in other shares or securities are substituted for outstanding Full Value Awards pursuant to subsection 4.3 of the Plan, and immediately following the Change in Control the Participant becomes employed (if the Participant was an employee immediately prior to the Change in Control) or a board member (if the Participant was an Outside Director immediately prior to the Change in Control) of the entity into which the Company merged, or the purchaser of substantially all of the assets of the Company, or a successor to such entity or purchaser, the Participant shall not be treated as having terminated employment or service for purposes of the foregoing provisions until such time as the Participant terminates employment or service with the merged entity or purchaser (or successor), as applicable.

(c) **Termination.** Except as otherwise may be provided in paragraph 2 above or the foregoing provisions of this paragraph 4, no portion of this Full Value Award shall become vested after the Participant's Termination Date except to the extent that it is vested immediately prior to the Participant's Termination Date. Any portion of this Full Value Award that is not vested on the Participant's Termination Date shall be immediately forfeited.

5. **Withholding.** This Full Value Award is subject to withholding of all applicable taxes, which withholding obligations may be satisfied, with the consent of the Committee, through the surrender of shares of Stock which the Participant already owns or to which the Participant is otherwise entitled under the Plan; provided, however, previously-owned shares of Stock that have been held by the Participant or shares of Stock to which the Participant is entitled under the Plan may only be used to satisfy the minimum tax withholding required by applicable law (or other rates that will not have a negative accounting impact).

6. **Transferability.** This Full Value Award is not transferable except as designated by the Participant by will or by the laws of descent and distribution or, to the extent provided by the Committee, pursuant to a qualified domestic relations order (within the meaning of the Code and applicable rules thereunder). Notwithstanding the foregoing, the Committee may permit the Full Value Award to be transferred to or for the benefit of the Participant's family (including, without limitation, to a trust or partnership for the benefit of the Participant's family), subject to such procedures as the Committee may establish.

7. **Adjustment of Award.** The number and type of shares of Stock subject to this Full Value Award will or may be adjusted in accordance with the Plan to reflect certain corporate transactions which affect the number, type or value of such shares.

8. **No Implied Rights.** Neither the Plan nor this Full Value Award constitutes a contract of employment or continued service and does not give the Participant the right to be retained in the employ or service of the Company or any Related Company, nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan or this Full Value Award. Except as otherwise provided in the Plan or this Full Value Award, no Award under the Plan shall confer upon the holder thereof any right as a stockholder of the Company prior to the date on which he fulfills all service requirements and other conditions for receipt of such rights and shares of Stock are registered in his name.

9. **Plan Governs.** This Full Value Award shall be subject to all of the terms and conditions of the Plan, a copy of which may be obtained from the Secretary of the Company.

10. **Amendment and Termination.** The Board may, at any time, amend or terminate the Plan, and the Board or the Committee may amend the Certificate or these Terms and Conditions, provided that no amendment or termination may, in the absence of written consent to the change by the Participant (or, if the Participant is not then living, the affected Beneficiary), adversely affect the rights of any Participant or Beneficiary under this Full Value Award. Adjustments pursuant to subsection 4.3 of the Plan shall not be subject to the foregoing limitations. It is the intention of the Company that, to the extent that any provisions of this Plan or this Full Value Award are subject to section 409A of the Code, the Plan and this Full Value Award comply with the requirements of section 409A of the Code and that the Board shall have the authority to amend the Plan, the Certificate and these Terms and Conditions as it deems necessary to conform to section 409A.

11. **Applicable Law.** The Plan and this Full Value Award shall be construed in accordance with the laws of the State of Delaware.

January 27, 2016

Anil Arora
740 Euclid Avenue
San Francisco, CA 94118

Dear Anil:

Along with the entire senior management team, I am very excited that you have joined Envestnet Asset Management, Inc. (the “Company”) following the closing of the transactions contemplated by the Agreement and Plan of Merger, by and among Yodlee, Inc. (“Yodlee”), Yale Merger Corp. and the Company (the “Merger Agreement”). This letter summarizes your employment terms with the Company effective as of January 27, 2016. We look forward to much success working together to transform our businesses and a rapidly changing industry.

Terms of Employment:

Title and Duties. Your position will be CEO of Envestnet/Yodlee, Vice Chairman of Envestnet. You will also be a member of the Board of Directors of Envestnet. You will be based in the Redwood City office and will report to the CEO of the Company. In your position of CEO of Envestnet/Yodlee, Vice Chairman of Envestnet, you agree to perform your duties faithfully and efficiently subject to the directions of the CEO of the Company. Your duties shall be commensurate with your title, and shall include such duties as may be reasonably assigned to you from time to time, consistent with your position. Your duties may also include providing services for both the Company and its affiliates.

While employed by the Company, you agree to devote substantially all of your business time to your duties and responsibilities for the Company, and you agree that you may not, without the prior written consent of the Company, operate, participate in the management or board of directors of, participate in the operations or control of, or act as an employee, officer, consultant, agent or representative of, any type of business or service, other than as an employee of the Company; provided, however, that you may (i) engage in civic and charitable activities to the extent they do not materially interfere with your performance of your duties hereunder, and (ii) make and maintain outside personal investments, provided that none of the foregoing activities and services materially interfere with your performance of your duties hereunder or violate the terms of the Company’s applicable policies and procedures or any applicable restrictive covenants. Notwithstanding the above, the Company is aware that you are engaged in those activities listed in Exhibit A and consents to your continued participation in such activities.

Compensation and Benefits. You will be compensated in the following manner:

- You will receive a base annual salary of \$425,000, paid semi-monthly in the amount of \$ 17,708.33, on the fifteenth and last day of the month. You shall be eligible for annual salary reviews, consistent with the Company’s salary review policy.
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- Your bonus for your contributions for calendar year 2015 shall be calculated based on the actual 2015 Yodlee bonus that was accrued at the time of the closing of the transactions contemplated by the Merger Agreement (November 19, 2015) and projected to the end of the year. Such bonus shall be at least \$375,000 and shall be payable in a single lump sum in cash no later than February 15, 2016; provided, however, that the Compensation Committee in its sole discretion may elect to pay up to one-fourth of such bonus in the form of a fully vested restricted stock award (RSAs) or restricted stock unit award. If you are terminated without “Cause” (as defined below), if you resign for “Good Reason” (as defined below), or are terminated on account of death or Permanent Disability (as defined below), prior to the date that such bonus is paid, you will remain entitled to the payment of such bonus amount. If you are terminated for any other reason, or if you resign without “Good Reason” prior to the date that such bonus is paid, you will not receive the payment of such bonus amount.
 - For calendar year 2016, you will be eligible to receive an annual bonus, based 50% on objective bonus criteria mutually determined by you and the CEO of the Company and 50% on non-objective performance criteria as determined by the CEO of the Company or the Board, with a target of at least 90% of your then-current annual base salary. For calendar years 2017 and after, you will be eligible to receive a discretionary annual bonus upon the attainment of one or more established performance goals established by the Company in its sole discretion, with a target of at least 90% of your then-current annual base salary (or such other target as agreed by you and the CEO of the Company). It is expected that such performance criteria will be based on corporate, divisional, and individual performance, with the applicable performance criteria and actual amount of such bonus earned determined at the Company’s discretion. Annual bonuses are payable in the same time and manner as paid to other Company employees and no later than March 15th each calendar year following the calendar year to which such annual bonus relates, and such annual bonus shall be paid in the form of cash; provided, however, that the Compensation Committee in its sole discretion may elect to pay up to one-fourth of any bonus in the form of a fully vested restricted stock award (RSAs) or a restricted stock unit award. Starting in calendar year 2017 and after, you shall also be eligible, subject to approval of the Board, for annual grants of long-term incentive awards granted pursuant to the Envestnet, Inc. 2010 Long-Term Incentive Plan, or such other long term incentive plan as may be adopted by the Company covering executives at your level, as in effect from time to time (in either case, the “**LTIP**”), provided that the amount and form of any such awards shall be as determined by the Compensation Committee in its sole discretion, subject to the terms and conditions of the LTIP and any award agreement.
 - In connection with the Merger, and pursuant to the terms of the Merger Agreement, your unvested Yodlee equity awards were assumed and converted into unvested Company equity awards (the “**Yodlee Awards**”) granted pursuant to the Envestnet, Inc. 2015 Acquisition Equity Award Plan (the “Plan”) and applicable award agreement. Given the change in your role relative to your responsibilities at Yodlee, the Yodlee Awards will fully vest upon your termination of employment for any reason by either you or the Company. For avoidance of doubt, you and the Company agree that (i) the provisions of this paragraph will cause the Yodlee Awards to become immediately taxable to you, (ii) the Company will process the vesting of the Yodlee Awards through a payroll statement to you based on
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such vesting, (iii) the Company will remit all applicable withholding taxes with respect to the vesting of the Yodlee Awards, and (iv) the Company will retain a sufficient number of shares from the total number of the Yodlee Awards from your Plan account to cover the applicable withholding taxes remitted on your behalf, and (v) the remaining net shares of the Yodlee Awards shall remain in your applicable Plan account and shall remain subject to applicable restrictions contained in the Plan and the applicable award agreement subject to the terms of this paragraph.

- You have been awarded an equity award consisting of 100,000 restricted stock units (the “Restricted Stock Units”) and stock options covering 20,000 shares of common stock (the “Stock Options” and, together with the Restricted Stock Units, the “Transaction Awards”) effective December 7, 2015¹. The restricted stock unit award was made pursuant to a restricted stock unit agreement in the form of the agreement attached hereto as Exhibit B (the “Restricted Stock Unit Award Agreement”). The stock option award was made pursuant to a stock option agreement in the form of the agreement attached hereto as Exhibit C, with an exercise price that is no less than the fair market value of the Company’s common stock as of the date of the grant (the “Stock Option Award Agreement”). The Restricted Stock Units granted to you are subject to vesting over a three year period with one-twelfth of the total amount vesting on each three-month anniversary of the date of grant (subject to acceleration in the event of certain terminations subject to the terms described below). The Stock Options granted to you are subject to vesting over a three year period with one-third of the total amount vesting on the first anniversary of the applicable date of grant and one-twelfth of the total amount vesting on each three-month anniversary of the date of grant thereafter (subject to acceleration in the event of certain terminations subject to the terms described below).

As you know, you remained on your Yodlee benefit plans through December 31, 2015. You became eligible to receive the following Envestnet benefits effective January 1, 2016, subject to the terms and conditions of such plans, as may be in effect from time to time:

- Paid time-off (PTO) accrued at the rate of 8.33 hours per semi-monthly pay period, the equivalent of 25 days per year plus 6 sick days.
- 9 paid holidays per year, according to the schedule of the NY Stock Exchange
- 3 paid floating holidays per year
- 16 hours volunteer time-off (VTO) per year

¹ NTD: The Transaction Awards will be forfeited in their entirety unless the parties agree to the terms of an employment agreement by January 31, 2016.

You also became eligible to enroll in:

- Short-term and long-term disability insurance
- Medical plans including a PPO, a high deductible health plan or a Kaiser HMO plan
- Flexible Spending Accounts
- Dental insurance
- Vision insurance
- Pet insurance
- Paid sabbatical of 4 weeks during the first 6 months of 2016, as mutually determined by you and the Company
- Company-paid life insurance with a benefit payable on death equal to \$500,000, subject to medical underwriting as required (additional insurance may be purchased)
- Company-paid membership dues to YPO/WPO as well as reasonable travel expenses to events
- Critical Illness
- Accidental Injury
- The Envestnet 401(k) Retirement Plan, including employer match

For complete details on the Envestnet plans described above, please refer to www.ebenefits360.com (username: yodenv16 and password: YOD892).

Service Credit. You have been given credit in the Company benefit plans for all service with Yodlee and any of its predecessors, to the same extent as such service with Yodlee or any predecessor was credited for such purposes by Yodlee or a predecessor under a benefit plan in which you were eligible to participate for purposes of eligibility, participation, vesting and levels of benefits (including, without limitation, with respect to vacation benefits, but in all cases excluding benefit accruals under any defined benefit pension plan); provided, however, that in no event will any service with Yodlee or any of its Affiliates or any predecessor prior to the closing of the transactions contemplated by the Merger Agreement count as service with the Company for purposes of the Company's Scholarship Plan.

Termination of Employment. If you are terminated without "Cause" (as defined below), or due to Permanent Disability (as defined below) or due to death or if you resign for "Good Reason" (as defined below) (each such termination referred to as a "Vesting Termination"), subject to you signing and not revoking a release of claims substantially in the form attached hereto as Exhibit D, you will become fully vested in your Transaction Awards to the extent not previously vested and you will be eligible to receive a payment equal to the average of the annual cash bonus amounts paid in relation to the two years prior to the year in which the termination date occurs. Such payments shall be made on the sixty-day anniversary of your Vesting Termination subject to you signing the release as provided below.

Additionally, if you are terminated without "Cause" (as defined below) after November 19, 2016 or if you resign for "Good Reason" (as defined below) after November 19, 2016, subject to you signing and not revoking a release of claims substantially in the form attached hereto as Exhibit D, you will be eligible to receive the following: (i) a payment equal to 12 months of your then

current base salary (without taking into account any decreases that give rise to Good Reason) and (ii) a payment equal to 12 month of the monthly COBRA premium cost applicable to you if you (or your dependents) were to elect COBRA coverage in connection with such termination. Such payments shall be made on the sixty-day anniversary of your termination of employment without Cause or resignation for Good Reason subject to you signing the release as provided in the following paragraph.

In order for you to receive vesting of your Transaction Awards and the cash payments described above, the release must be executed, and any revocation period must have expired, within sixty (60) days after your termination date. Notwithstanding the foregoing, in the event (a) you resign without Good Reason, or in the event the release does not become effective within sixty (60) days after your termination date as required in the previous sentence following a Vesting Termination, you shall immediately forfeit any portion of the Transaction Award not previously vested as of your date of termination and your right to receive the cash payments described above, or (b) you incur a termination with Cause, you shall immediately forfeit any portion of the Transaction Award not previously exercised as of your date of termination and your right to receive the cash payments described above.

For purposes of this letter, "Cause" means (i) your commission of a felony or other crime involving moral turpitude or the commission of any other act or omission involving misappropriation, dishonesty, fraud, illegal drug use or breach of fiduciary duty, (ii) your willful failure to perform duties as reasonably and legally directed by the CEO of the Company, (iii) your gross negligence or willful misconduct with respect to the performance of your duties, (iv) you obtaining any personal profit not fully disclosed to and approved by the Board in connection with any transaction entered into by, or on behalf of, the Company, or (v) any other material breach of this letter, your Employee Invention Assignment and Confidentiality Agreement with Yodlee, as amended hereby, which is incorporated herein and attached hereto as Exhibit E (the "Confidentiality Agreement") or any other agreement between you and the Company. Except for a failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, you shall have ten (10) business days from the delivery of written notice by the Company within which to cure any acts constituting Cause. For purposes of this provision, no act or failure to act on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief your action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company.

For purposes of this letter, "Good Reason" means the occurrence of one of the following without your consent: (i) material diminution in your title, duties, responsibilities or authority, and for avoidance of doubt, you will be considered to have a material diminution in duties if following a Change in Control (as such term is defined in the LTIP) or if following a sale of the group or division of the Company for which you are primarily performing services to a third party, you are no longer a member of the acquiring or combined entity's board of directors; (ii) reduction of base salary or employee benefits except for across-the-board changes for executives at your level; (iii) exclusion from executive benefit/compensation plans; (iv) the Company requiring you to relocate outside of, or to change your primary business location outside of, the geographic area encompassed within a fifty (50) mile radius of the Redwood City office, or (v) material breach of

this agreement by the Company or any other agreement between the Company and you; provided, however, that your voluntary termination shall be considered Good Reason only if (a) you provide notice to the Company of the act or omission constituting Good Reason within ninety (90) days of the occurrence of such act or omission; (b) after receiving such notice, the Company fails to remedy such act or omission within thirty (30) days of such notice; and (c) you resign within thirty (30) days after the end of such cure period. For avoidance of doubt, a change in your reporting relationship shall not in itself constitute “Good Reason.”

For purposes of this letter, “Permanent Disability” means mental, physical or other illness, disease or injury, that has prevented you from substantially performing your duties hereunder for the greater of: (a) the eligibility waiting period under the Company’s long term disability Plan, if any, (b) an aggregate of six (6) months in any twelve (12) month period, or (c) a period of three (3) consecutive months.

Section 280G of the Code for Acquisition of Yodlee. If it is determined that you are a “disqualified individual” within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”) and that the grant or payment of the Transaction Awards, either on their own or in the aggregate with any other payments that would be made to you in connection with any transaction that constitutes a change in control, would otherwise constitute “parachute payments” (within the meaning of Section 280G of the Code) that would be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then the amount of the Transaction Awards or any other payments that would be made to you in connection with any transaction that constitutes a change in control shall be reduced to the extent necessary to otherwise avoid triggering the Excise Tax or a loss of deduction pursuant to Section 280G of the Code (the amount of reduction referred to as “Reduction Amount”), but only if the amount of such payments, after such reduction and after payment of all applicable taxes on the reduced amount, is equal to or greater than the amount of such payments you would otherwise be entitled to retain without such reduction after the payment of all applicable taxes, including the Excise Tax. The accounting firm engaged by the Company for general audit purposes shall perform any calculations necessary in connection with this section. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder. The accounting firm engaged to make the determinations under this section shall provide its calculations, together with detailed supporting documentation, to you and the Company within 15 calendar days after the date on which your right to a payment contingent on a change in control is triggered (if requested at that time by you or the Company) or such other time as requested by you or the Company. If the accounting firm determines that no Excise Tax is payable with respect to such payments, it shall furnish you and the Company with an opinion reasonably acceptable to you that no Excise Tax will be imposed with respect to such payments. Any good faith determinations of the accounting firm made hereunder shall be final, binding, and conclusive upon you and the Company. If a reduction in payments or benefits constituting “parachute payments” is required by this section, the reduction shall occur in the following order unless you elect in writing a different order (provided, however, that such election shall be subject to the Company’s approval if made on or after the date on which the event that triggers the payment occurs and to the extent that such election does not violate Section 409A, as defined below): reduction of cash payments (in reverse order of the date on which such cash payments would otherwise be made with the cash payments that would otherwise be made last being reduced first); cancellation of accelerated vesting of stock awards; reduction of employee benefits. In the event that accelerated vesting of stock awards is to be reduced, such

accelerated vesting shall be cancelled in the reverse order of the grant date of your stock awards unless you elect in writing a different order for cancellation.

Section 409A of the Code. The payments due under this letter are intended to comply with Section 409A of the Code (“Section 409A”) or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this letter, payments of “nonqualified deferred compensation” provided under this letter may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this letter that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. To the extent Section 409A applies, each installment payment provided under this letter shall be treated as a separate payment. Any payments of “nonqualified deferred compensation” to be made under this letter by reason of a termination of employment shall only be made if such termination of employment constitutes a “separation from service” under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this letter comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

Notwithstanding any other provision of this letter, if at the time of your termination of employment, you are a “specified employee,” determined in accordance with Section 409A, any payments and benefits provided under this letter that constitute “nonqualified deferred compensation” subject to Section 409A that are provided to you on account of your separation from service shall not be paid until the first payroll date to occur following the six (6)-month anniversary of your termination date (“Specified Employee Payment Date”). The aggregate amount of any payments that would otherwise have been made during such six (6)-month period shall be paid in a lump sum on the Specified Employee Payment Date, without interest, and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule. If you die during the six (6)-month period, any delayed payments shall be paid to your estate in a lump sum upon your death.

To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this letter shall be provided in accordance with the following: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (ii) any reimbursement of an eligible expense shall be paid to you on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iii) any right to reimbursements or in-kind benefits under this letter shall not be subject to liquidation or exchange for another benefit.

As you know, the Company is a dynamic firm. I am confident you will continue to find our working environment stimulating, intellectually challenging and valuable in enhancing your business, technical and professional skills. I am certain you are a great addition to the Company and hope that you will continue to help build our culture of success.

Please note: By your signature below, you certify that you are free to accept this employment agreement to perform the duties contemplated herein and commensurate with the position, and that your employment will not violate or conflict with any other agreement, obligation, or arrangement to which you were a party. Please note that your employment at the Company is at-will, which means that either you or the Company may terminate your employment at any time for any reason, with or without cause. The Company considers all employment agreements, especially as it relates to salary and other incentive compensation information, completely confidential, and you agree to keep such information confidential.

If you accept this employment agreement, this employment agreement will set forth the entire agreement and understanding of the parties with respect to the matters contemplated hereby and supersede any and all prior agreements, arrangements and understandings among the parties relating to the subject matter hereof, including the Offer of Employment between you and Yodlee dated January 27, 2000; provided, however, that you expressly acknowledge and agree that you have executed the Confidentiality Agreement in the form attached hereto as Exhibit E, and that you and the Company expressly agree that (i) the Confidentiality Agreement shall remain in full force and effect, except that all references to “the Company” in the Confidentiality Agreement shall be read to include the Company and its affiliates; (ii) the Amended and Restated Change of Control Severance Agreement between you and Yodlee dated November 19, 2008 (“Change of Control Agreement”) shall remain in full force and effect until 12 months following the closing of the transactions contemplated by the Merger Agreement (that is, November 19, 2016); (iii) the Change in Control Agreement shall be terminated and of no further force and effect on the date that is 12 months following the closing of the transactions contemplated by the Merger Agreement (that is, November 19, 2016); and (iv) the closing of the transactions contemplated by the Merger Agreement constituted a Change of Control for purposes of the Change of Control Agreement. You expressly agree that your acceptance of the terms of this letter and your new position with the Company does not constitute “Good Reason” under the Change of Control Agreement, this letter, or any other agreement between you and Yodlee, the Company, or any of their respective affiliates.

Sincerely,

ENVESTNET ASSET MANAGEMENT, INC.

/s/ Sharon Rosenthal

By: _____

ACCEPTED:

/s/ Anil Arora

January 27, 2016

DATE: _____

**Non-Qualified Stock Option
Grant Certificate
For
Anil Arora**

Envestnet, Inc. ("Company") hereby grants to you a Nonqualified Stock Option under the Envestnet, Inc. 2010 Long-Term Incentive Plan ("Plan"), to purchase the number of shares of Company Stock as set forth below, subject to all terms and conditions of this Non-Qualified Stock Option Grant Certificate ("Certificate"), the Option Terms and Conditions and the Plan:

<u>Number of Shares</u>	<u>Grant Date</u>	<u>Exercise Price</u>	<u>Vesting Date</u>	<u>Expiration Date</u>
6666	12/7/2015	\$32.46	12/7/2016	12/7/2025
1667	12/7/2015	\$32.46	3/7/2017	12/7/2025
1667	12/7/2015	\$32.46	6/7/2017	12/7/2025
1666	12/7/2015	\$32.46	9/7/2017	12/7/2025
1667	12/7/2015	\$32.46	12/7/2017	12/7/2025
1667	12/7/2015	\$32.46	3/7/2018	12/7/2025
1666	12/7/2015	\$32.46	6/7/2018	12/7/2025
1667	12/7/2015	\$32.46	9/7/2018	12/7/2025
<u>1667</u>	12/7/2015	\$32.46	12/7/2018	12/7/2025

Total: 20000

Notwithstanding the foregoing, you will vest and become exercisable in such portion of the Option scheduled to vest on the applicable Vesting Date, provided that you remain an employee of the Company from the Option Grant Date set forth above until the applicable Vesting Date set forth above with respect to any portion of the Option scheduled to vest on such Vesting Date; provided, however, that the entire Nonqualified Stock Option shall be forfeited unless you agree to the terms of employment with the Company on or prior to January 31, 2016. Except as expressly set forth in the Terms and Conditions, any portion of this Option that is not vested upon your termination of employment shall be forfeited. This Option will expire on the applicable Expiration Date set forth above, provided, however, that this Option shall expire earlier and no longer be exercisable to the extent set forth in Section 3 of the Option Terms and Conditions and as otherwise set forth in the Option Terms and Conditions and the Plan.

This non-qualified stock option is subject to the terms and conditions set forth in this Certificate, the Option Terms and Conditions and the Plan. All terms and provisions of the Option Terms and Conditions and the Plan, as the same may be amended from time to time, are incorporated herein and made part of this Certificate. If any provision hereof and of the Plan shall be in conflict, the terms of the Plan shall govern. All capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Plan. The non-qualified stock option shall be exercisable only in accordance with the provisions of this Certificate, the Option Terms and Conditions and the Plan and shall have a term of no more than 10 years from the Grant Date, subject to earlier termination as set forth in the Option Terms and Conditions and the Plan.

This Certificate, the Option Terms and Conditions and the Plan set forth the entire understanding between you and the Company regarding this Option and supersede all prior oral and written agreements with respect thereto.

ENVESTNET, INC.
2010 LONG-TERM INCENTIVE PLAN
NONQUALIFIED STOCK OPTION TERMS AND CONDITIONS

The following Nonqualified Stock Option Terms and Conditions (the "Terms and Conditions") apply to the nonqualified stock option granted by Envestnet, Inc. to the Participant whose name appears on the Non-Qualified Stock Option Grant Certificate ("Certificate"), to which these Terms and Conditions are attached (or into which these Terms and Conditions are incorporated) (the grant, including the Certificate and the Terms and Conditions together, are referred to herein as the "Option").

1. **Award.** This Option is in all respects subject to the terms, definitions and provisions of the Envestnet, Inc. 2010 Long-Term Incentive Plan ("Plan") and the Certificate, each of which is incorporated herein by reference, as well as these Terms and Conditions. These Terms and Conditions, together with the Certificate, constitute the Option agreement under the Plan. Unless the context clearly provides otherwise, the capitalized terms herein shall have the meaning ascribed to such terms under the Plan. This Option is intended to be a Nonqualified Stock Option.

2. **Vesting.** Subject to paragraph 3 below, this Option shall vest and become exercisable as set forth in the Certificate attached hereto.

3. **Accelerated Vesting and Exercisability.**

(a) **In Connection with Certain Terminations.** In the event that the Participant's employment or service, as applicable, is terminated (i) by the Company for reasons other than Cause (as defined in the Participant's employment letter with the Company dated January 27, 2016 (the "Employment Letter")), (ii) by the Participant for Good Reason (as defined in the Employment Letter), or (iii) due to the Participant's death or Permanent Disability (as defined in the Employment Letter), the Option shall become fully vested, in accordance with and subject to the terms and conditions set forth in the Employment Letter.

(b) **In Connection with Change in Control.** In the event that (i) the Participant's employment or service, as applicable, is terminated by the Company or the successor to the Company (or a Related Company which is his or her employer) for reasons other than Cause within 24 months following a Change in Control, or (ii) the Plan is terminated by the Company or its successor following a Change in Control without provision for the continuation of outstanding Options under the Plan, this Option, to the extent it then outstanding, shall immediately become fully vested and exercisable. If, upon a Change in Control, awards in other shares or securities are substituted for outstanding Options pursuant to subsection 4.3 of the Plan, and immediately following the Change in Control the Participant becomes employed (if the Participant was an employee immediately prior to the Change in Control) or a board member (if the Participant was an Outside Director immediately prior to the Change in Control) of the entity into which the Company merged, or the purchaser of substantially all of the assets of the Company, or a successor to such entity or purchaser, the Participant shall not be treated as having terminated employment or service for purposes of the foregoing provisions until such time as the Participant terminates employment or service with the merged entity or purchaser (or successor), as applicable.

4. **Expiration Date.** This Option shall be exercisable during its term only in accordance with the terms and provisions of the Certificate, the Plan and these Terms and Conditions. The "Expiration Date" of the Option shall be the earliest to occur of:

- (a) the ten-year anniversary of the Grant Date;
 - (b) if the Participant's Termination Date occurs by reason of death or Disability, the date which is six (6) months after such Termination Date;
 - (c) if the Participant's Termination Date occurs by reason of Cause, such Termination Date;
 - (d) if the Participant's Termination Date occurs for reasons other than death, Disability or Cause, the day which is ninety days after such Termination Date; or
 - (e) the Expiration Date otherwise set forth in the Certificate.
-

Except as otherwise may be provided in paragraph 2 or 3 above, no portion of this Option shall become vested or exercisable after the Participant's Termination Date except to the extent that it is exercisable immediately prior to the Participant's Termination Date. Any portion of this Option that is not vested or exercisable on the Participant's Termination Date and any portion of this Option that is not exercised prior to the Expiration Date shall be immediately forfeited.

5. **Exercise.** Any portion of the Option that is vested and exercisable may be exercised in whole or in part by filing a written notice with the Secretary of the Company at its corporate headquarters in such form as may be prescribed by the Committee from time to time or following such other procedures as may be established by the Committee. Such notice shall specify the number of shares of Stock which the Participant elects to purchase and shall be accompanied by payment of the Exercise Price for such shares (except in the case of an exercise with cash equivalents, such as check or wire transfer, payment of the exercise price may be made as soon as practicable after exercise). Payment of the exercise price may be payable (a) in cash or cash equivalents, (b) by tendering, by actual delivery or by attestation, shares of Stock (including shares of Stock that would otherwise be distributable upon the exercise of the Option) valued at Fair Market Value as of the day of exercise, (c) a combination of the foregoing as approved by the Committee, or (d) in accordance with procedures, if any, established by the Committee and subject to applicable law, by irrevocably authorizing a third party to sell shares of Stock (or a sufficient portion of the shares) acquired upon exercise of the Option and remit to the Company a sufficient portion of the sale proceeds to pay the entire exercise price and any tax withholding resulting from such exercise.

6. **Withholding.** This Option is subject to withholding upon exercise of all applicable taxes, which withholding obligations may be satisfied, with the consent of the Committee, through the surrender of shares of Stock which the Participant already owns or to which the Participant is otherwise entitled under the Plan; provided, however, previously-owned shares of Stock that have been held by the Participant or shares of Stock to which the Participant is entitled under the Plan may only be used to satisfy the minimum tax withholding required by applicable law (or other rates that will not have a negative accounting impact).

7. **Transferability.** This Option is not transferable except as designated by the Participant by will or by the laws of descent and distribution or, to the extent provided by the Committee, pursuant to a qualified domestic relations order (within the meaning of the Code and applicable rules thereunder) and may be exercised during the lifetime of the Participant only by the Participant. Notwithstanding the foregoing, the Committee may permit the Option to be transferred to or for the benefit of the Participant's family (including, without limitation, to a trust or partnership for the benefit of the Participant's family), subject to such procedures as the Committee may establish.

8. **Adjustment of Option.** The number and type of shares of Stock subject to this Option, and the exercise price of the Option, will or may be adjusted in accordance with the Plan to reflect certain corporate transactions which affect the number, type or value of such shares.

9. **No Implied Rights.** Neither the Plan nor this Option constitutes a contract of employment or continued service and neither gives the Participant the right to be retained in the employ or service of the Company or a Related Company, nor any right or claim to any benefit under the Plan unless such right or claim has specifically accrued under the terms of the Plan or this Option. This Option does not confer upon the holder thereof any right as a stockholder of the Company prior to the date on which shares of Stock are registered in the holder's name.

10. **Plan Governs.** This Option shall be subject to all of the terms and conditions of the Plan, a copy of which may be obtained from the Secretary of the Company.

11. **Amendment and Termination.** The Board may, at any time, amend or terminate the Plan, and the Board or the Committee may amend the Certificate or these Terms and Conditions, provided that no amendment or termination may, in the absence of written consent to the change by the Participant (or, if the Participant is not then living, the affected Beneficiary), adversely affect the rights of any Participant or Beneficiary under this Option. Adjustments pursuant to subsection 4.3 of the Plan shall not be subject to the foregoing limitations. It is the intention of the Company that, to the extent that any provisions of the Plan or this Option are subject to section 409A of the Code, the Plan and this Option comply with the requirements of section 409A of the Code and that the Board shall have the authority to amend the Plan, the Certificate and these Terms and Conditions as it deems necessary to conform to section 409A.

12. **Applicable Law.** The Plan and this Option shall be construed in accordance with the laws of the State of Delaware.

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, Judson Bergman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended June 30, 2016, of Envestnet, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2016

/s/ Judson Bergman
Judson Bergman
Chairman and Chief Executive Officer
(Principal Executive Officer)

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Peter H. D'Arrigo, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended June 30, 2016, of Envestnet, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2016

/s/ Peter H. D'Arrigo
Peter H. D'Arrigo
Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Envestnet, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Judson Bergman, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Judson Bergman

By: Judson Bergman
Chairman and Chief Executive Officer
(Principal Executive Officer)

Dated: August 9, 2016

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Envestnet, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Peter D'Arrigo, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Peter H. D'Arrigo

By: Peter H. D'Arrigo
Chief Financial Officer
(Principal Financial Officer)

Dated: August 9, 2016

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.
