UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

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

Date of Report (date of earliest event reported) June 30, 2025

Rocket Companies, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-39432**	**84-4946470**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1050 Woodward Avenue
Detroit, MI 48226
(Address of principal executive offices) (Zip Code)

(313) 373-7990
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Class A common stock, par value $0.00001 per share	RKT	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

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

Explanatory Note

On June 30, 2025 (the "Closing Date"), Rocket Companies, Inc. (the "Company") completed the previously announced simplification of its organizational and capital structure pursuant to that certain Transaction Agreement, dated as of March 9, 2025 (as amended on April 7, 2025, the "Transaction Agreement"), by and among the Company, Rock Holdings Inc., a Michigan corporation ("RHI"), Eclipse Sub, Inc., a Michigan corporation and a direct wholly owned subsidiary of the Company ("Merger Sub 1"), Rocket GP, LLC, a Michigan limited liability company and a direct wholly owned subsidiary of the Company ("Merger Sub 2"), Mr. Daniel Gilbert, its founder and Chairman, and RHI II, LLC, a Michigan limited liability company and a direct wholly owned subsidiary of RHI ("RHI II"). As a result of the completion of the simplification, the Company collapsed its "Up-C" structure, eliminated its high-vote / low-vote structure and reduced its classes of common stock from four to two (the "Up-C Collapse"). In addition to simplifying the Company's organizational structure and creating a clearer corporate profile, the Up-C Collapse will improve the Company's ability to use its common stock as acquisition currency in acquisition transactions, including the previously announced acquisition of Redfin Corporation ("Redfin" and, such acquisition, the "Redfin Acquisition") and the previously announced acquisition of Mr. Cooper Group Inc. ("Mr. Cooper" and, such acquisition, the "Mr. Cooper Acquisition" and, together with the Up-C Collapse and the Redfin Acquisition, the "Transactions"), and enhance equity liquidity.

The consummation of the Up-C Collapse was a condition to closing of the Redfin Acquisition and a condition to closing of the Mr. Cooper Acquisition. The consummation of the Redfin Acquisition and the consummation of the Mr. Cooper Acquisition each remain subject to certain other customary closing conditions.

In connection with the Up-C Collapse and pursuant to the terms of the Transaction Agreement, among other things:

- RHI effected an internal reorganization pursuant to which RHI contributed all assets and liabilities of RHI (other than its common limited liability company interests ("Holdings LLC Units") in Rocket, LLC ("Holdings LLC"), its shares of Class D common stock, par value $0.00001 ("Class D Common Stock") and equity interests in each of Rocket Community Fund, LLC, Woodward Insurance Holdings LLC and Woodward Insurance LLC) to RHI II and distributed the interests in RHI II to the holders of voting common shares of RHI, par value $0.01 per share ("RHI Shares");

- the Company effected an internal reorganization pursuant to which the separate existence of Holdings LLC ceased, Rocket Limited Partnership ("Holdings LP") continued as the surviving entity and each issued and outstanding Holdings LLC Unit was exchanged for a number of fully paid and nonassessable partnership units of Holdings LP ("Holdings LP Units");

- the Company amended its certificate of incorporation to authorize the Company's new Class L common stock, par value $0.00001 (the "Class L Common Stock");

- the Company acquired RHI through a series of two mergers, pursuant to which (a) Merger Sub 1 merged with and into RHI, with RHI as the surviving entity, and each holder of RHI Shares received a number of shares of Class L Common Stock equal to (1) the number of RHI Shares held by such RHI shareholder multiplied by (2) the ratio of the number of shares of Class D Common Stock owned by RHI to the number of all outstanding RHI Shares, which was approximately 56.54 shares of Class L Common Stock per each RHI Share (the "First Merger" and the time at which the First Merger became effective, the "First Merger Effective Time"), and (b) RHI merged with and into Merger Sub 2, with Merger Sub 2 as the surviving entity (the "Second Merger" and the time at which the Second Merger became effective, the "Second Merger Effective Time");

- in the First Merger, each RHI Share was exchanged for the right to receive a number of fully paid and nonassessable shares of Class L Common Stock. As a result, RHI's equityholders, directors and officers ceased to own RHI Shares. In the Second Merger, each RHI Share was converted into a substantially equivalent equity interest in Merger Sub 2;

- following the Second Merger (the "DG Exchange Effective Time"), (i) Mr. Gilbert contributed and transferred to the Company his Holdings LP Units and shares of Class D Common Stock held by Mr. Gilbert for the issuance to Mr. Gilbert of a number of fully paid and nonassessable shares of Class L Common Stock on a one-to-one basis (the "DG Exchange") and (ii) the Company contributed the Holdings LP Units received in the DG Exchange to Merger Sub 2;

- the Company and RHI II entered into the Indemnity Agreement (as defined below), pursuant to which, among other things, RHI II will indemnify the Company for RHI's liabilities that are not related to the Company's business;

- the Company and Mr. Gilbert entered into the Letter Agreement (as defined below) for the purpose of preserving certain of the information rights and other rights provided for in the Exchange Agreement (as defined below); and

- the Exchange Agreement was terminated and the Tax Receivable Agreement and the A&R Limited Partnership Agreement (each as defined below) were amended.

Subject to certain limited exceptions as provided in the Company's certificate of incorporation, Mr. Gilbert and the other RHI shareholders are prohibited from transferring or otherwise disposing of (a) any shares of Class L Common Stock prior June 30, 2026 and (b) 50% of the shares of Class L Common Stock prior to June 30, 2027 (all such periods together, the "Lock-Up Periods"). Following June 30, 2027, no shares of Class L Common Stock will be subject to a Lock-Up Period. Additionally, the Company's certificate of incorporation following the Up-C Collapse provides that, at any time when the aggregate voting power of the outstanding Class L Common Stock is equal to or greater than 79% of the total voting power of the Company's outstanding stock, the number of votes per share of each share of Class L Common Stock will be reduced such that the aggregate voting power of all such Class L Common Stock is equal to 79%. Following the expiration or waiver of the applicable Lock-Up Period, each share of Class L Common Stock (i) may be converted at any time, at the option of the holder, into one share of Class A Common Stock and (ii) will automatically convert into one share of Class A Common Stock immediately prior to any transfer of such share, except for certain permitted transfers as described in the Company's certificate of incorporation. In addition, upon the later to occur of (A) June 30, 2027 and (B) the date that the outstanding shares of Class L Common Stock no longer represent at least 79% of the total voting power of the issued and outstanding shares of our common stock, all shares of Class L Common Stock will automatically convert to newly issued shares of Class A Common Stock.

For more information about the Up-C Collapse, refer to the information statement pursuant to Schedule 14C of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which the Company filed with the Securities and Exchange Commission (the "SEC") on May 1, 2025.

Item 1.01 Entry into a Material Definitive Agreement.

Tax Receivable Agreement Amendment

On August 5, 2020, the Company, Mr. Gilbert, RHI and RHI II entered into the Tax Receivable Agreement (the "Tax Receivable Agreement"), which provides for the payment by the Company to RHI and Mr. Gilbert (or their transferees of Holdings LLC Units or other assignees) of certain cash savings, if any, in certain U.S. federal, state and local income tax or franchise taxes that the Company actually realizes.

On the Closing Date, the Company, Mr. Gilbert, RHI and RHI II entered into Amendment No. 1 to Tax Receivable Agreement, dated June 30, 2025 (the "Tax Receivable Agreement Amendment") to provide, among other things, that the terms of the Tax Receivable Agreement, by and among those parties, will not apply to any exchanges, including, for the avoidance of doubt, the DG Exchange, that occur, or are deemed to occur, on or

following the date of the Transaction Agreement. The Tax Receivable Agreement Amendment provides that the DG Exchange will not generate any payments under the Tax Receivable Agreement.

The Up-C Collapse did not constitute a change of control or an early termination under the Tax Receivable Agreement. Payments under the Tax Receivable Agreement will continue to be made with respect to exchanges that occurred before the date of the Transaction Agreement and no changes were made to the methodology for calculating payments under the Tax Receivable Agreement with respect to such exchanges.

The foregoing description of the Tax Receivable Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of Tax Receivable Agreement Amendment, which is attached hereto as Exhibit 10.1 and is incorporated by reference herein.

Joinder to the Tax Receivable Agreement

On the Closing Date, RHI II executed a joinder to become a party to the Tax Receivable Agreement (the "Joinder to the Tax Receivable Agreement").

The foregoing description of the Joinder to the Tax Receivable Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Joinder to the Tax Receivable Agreement, which is attached hereto as Exhibit 10.2 and is incorporated by reference herein.

Indemnity Agreement

On the Closing Date, the Company and RHI II entered into the Indemnity Agreement, dated June 30, 2025 (the "Indemnity Agreement"), pursuant to which among other things, RHI II will indemnify the Company for liabilities of RHI that are not related to the Company's business and certain other matters.

The foregoing description of the Indemnity Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Indemnity Agreement, which is attached hereto as Exhibit 10.3 and is incorporated by reference herein.

Amended and Restated Limited Partnership Agreement

Pursuant to the Transaction Agreement, on the Closing Date, the Company completed an internal reorganization pursuant to which, among other things, the separate existence of Holdings LLC ceased, Holdings LP continued as the surviving entity and Merger Sub 2 became the general partner of Holdings LP. On the Closing Date, Merger Sub 2, as general partner of Holdings LP, amended and restated the Limited Partnership Agreement of Holdings LP (the "A&R Limited Partnership Agreement") to reflect the internal reorganization, admit each of Rocket LP, LLC ("Rocket Sub"), RHI and Mr. Gilbert as a partner and to provide for certain other matters. In connection with the Up-C Collapse and pursuant to the Transaction Agreement, the Company caused Merger Sub 2, in its capacity as the general partner of Holdings LP, to waive all transfer restrictions under the A&R Limited Partnership Agreement with respect to the DG Exchange.

The foregoing description of the A&R Limited Partnership Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the A&R Limited Partnership Agreement, which is attached hereto as Exhibit 10.4 and is incorporated by reference herein.

Second Amended and Restated Limited Partnership Agreement

On the Closing Date, Merger Sub 2 and Rocket Sub amended and restated the A&R Limited Partnership Agreement (the "Second A&R Limited Partnership Agreement") to remove provisions that are no longer relevant following the Up-C Collapse given that Holdings LP became the Company's wholly owned subsidiary.

The foregoing description of the Second A&R Limited Partnership Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Second A&R Limited Partnership Agreement, which is attached hereto as Exhibit 10.5 and is incorporated by reference herein.

Letter Agreement

On the Closing Date, the Company and Mr. Gilbert entered into a letter agreement (the "Letter Agreement") for the purpose of preserving certain information rights and the consent right over amending the corporate opportunities provision in the name of RHI II provided for in the Exchange Agreement.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Letter Agreement, which is attached hereto as Exhibit 10.6 and is incorporated by reference herein.

Item 1.02 Termination of a Material Definitive Agreement.

On the Closing Date, the Company terminated the Exchange Agreement, dated as of August 5, 2020 (the "Exchange Agreement"), by and among the Company, RHI, Mr. Gilbert and Holdings LP (as successor in interest to Holdings LLC). Pursuant to the Exchange Agreement, each of RHI and Mr. Gilbert (or certain transferees thereof) had the right to exchange its or his Holdings LLC Units (along with corresponding shares of Class D Common Stock or the Company's Class C common stock, par value $0.00001 ("Class C Common Stock")), for, at the Company's option (as the sole managing member of Holdings LLC), (i) shares of the Company's Class B common stock, par value $0.00001 ("Class B Common Stock") or the Company's Class A common stock, par value $0.00001 ("Class A Common Stock"), as applicable, on a one-to-one basis or (ii) cash from a substantially concurrent public offering or private sale (based on the price of Class A Common Stock in such public offering or private sale), subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications. The termination of the Exchange Agreement is retroactively effective as of March 9, 2025, the date of the Transaction Agreement.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth in the Explanatory Note of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in the Explanatory Note and in Item 2.01 of this Current Report on Form 8-K is hereby incorporated by reference in this Item 3.02.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in Item 5.03 of this Current Report on Form 8-K is hereby incorporated by reference in this Item 3.03.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Pursuant to the Transaction Agreement, on the Closing Date, prior to the First Merger Effective Time, the Company amended and restated its certificate of incorporation (the "Charter Amendment") to, among other things, authorize the issuance, and provide the terms of, a new class of Class L Common Stock, to eliminate the Class B Common Stock and Class C Common Stock, and to update the corporate opportunity waiver so that it applies to RHI II or any officer, director, member, partner or employee of RHI II and its affiliates instead of RHI or any officer, director, member, partner or employee of RHI. In addition, the Charter Amendment included a provision stating that any shares of Class D Common Stock that are acquired by the Company will be retired and will not be reissued. The references to the Class D Common Stock were included in the Charter Amendment solely because the Charter Amendment was filed and effective for a period of time before the previously outstanding shares of Class D Common Stock were exchanged, and thus the references to the Class D Common Stock in the Charter Amendment were necessary solely to effect the transactions contemplated by the Up-C Collapse.

On the Closing Date, following the DG Exchange Effective Time, the Company filed a certificate of retirement with the Delaware Secretary of State stating, among other things, that all shares of Class D Common Stock may not be reissued and have been retired, and therefore, in accordance with Section 243 of the General Corporation Law of the State of Delaware, all references to the Class D Common Stock in the Charter Amendment were deemed to be eliminated.

On the Closing Date, following the filing of the certificate of retirement discussed in the immediately prior paragraph, the Company filed a restated certificate of incorporation (the "Restated Charter") with the Delaware Secretary of State. The Restated Charter integrates the effectiveness of the certificate of retirement by removing all references to the retired Class D Common Stock from the certificate of incorporation, but it does not amend any provision of the Charter Amendment. The Restated Charter also provides that, at any time when the aggregate voting power of the outstanding Class L Common Stock would be equal to or greater than 79% of the total voting power of the Company's outstanding stock, the number of votes per share of each share of Class L Common Stock will be reduced such that the aggregate voting power of all such Class L Common Stock is equal to 79%.

The foregoing descriptions of the Charter Amendment and the Restated Charter do not purport to be complete and are qualified in their entirety by reference to the full text of the Charter Amendment and the Restated Charter, which are attached hereto as Exhibit 3.1 and Exhibit 3.2, respectively, and are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(b) Pro forma financial information.

The Company intends to file the pro forma financial information relating to the Transactions required by this Item 9.01(b) by amendment to this Current Report on Form 8-K no later than 71 calendar days following the date that this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

Exhibit No.	Description
3.1	Second Amended and Restated Certificate of Incorporation of Rocket Companies, Inc., dated as of June 30, 2025
3.2	Restated Certificate of Incorporation of Rocket Companies, Inc., dated as of June 30, 2025
10.1	Tax Receivable Agreement Amendment, dated as of June 30, 2025, by and among Rocket Companies, Inc., RHI and Daniel Gilbert
10.2	Joinder to the Tax Receivable Agreement, dated as of June 30, 2025, by RHI II, LLC
10.3*	Indemnity Agreement, dated as of June 30, 2025 by and between Rocket Companies, Inc. and RHI II, LLC
10.4*	Amended and Restated Limited Partnership Agreement of Rocket Limited Partnership, dated as of June 30, 2025
10.5*	Second Amended and Restated Limited Partnership Agreement of Rocket Limited Partnership, dated as of June 30, 2025
10.6	Letter Agreement, dated as of June 30, 2025, between Rocket Companies, Inc. and Dan Gilbert
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL

* Certain schedules and exhibits omitted pursuant to Item 601(a)(5) of Regulation S-K promulgated by the SEC. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

Forward-Looking Statements

On March 9, 2025, the Company entered into that Agreement and Plan of Merger (the "Rocket/Redfin Merger Agreement") by and among the Company, Neptune Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Company and Redfin, pursuant to which the Company agreed to acquire Redfin. On March 31, 2025, the Company entered into that Agreement and Plan of Merger by and among the Company, Maverick Merger Sub, Inc., a Delaware corporation and a direct, wholly owned subsidiary of the Company, Maverick Merger Sub 2, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of the Company and Mr. Cooper, pursuant to which the Company agreed to acquire Mr. Cooper (the "Rocket/Mr. Cooper Merger Agreement" and, together with the Rocket/Redfin Merger Agreement, the "Merger Agreements"). Future financial and operating results; benefits and synergies of the transactions; future opportunities for the combined companies; the conversion of equity interests contemplated by each Merger Agreement; the issuance of common stock of the Company contemplated by each Merger Agreement; the expected timing of the closing of the proposed transactions; the ability of the parties to complete the proposed transactions considering the various closing conditions and any other statements about future expectations that constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Exchange Act. All statements in this communication, other than statements of historical fact, are forward-looking statements that may be identified by the use of words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target,"

"will," "would" and, in each case, their negative or other various or comparable terminology. Such forward-looking statements are based upon current beliefs, expectations and discussions related to the proposed transaction between (1) the Company and Mr. Cooper, and (2) the Company and Redfin and are subject to significant risks and uncertainties that could cause actual results to differ materially from the results expressed in such statements.

Risks and uncertainties include, among other things, (i) the risk that the proposed transactions may not be completed in a timely basis or at all, which may adversely affect the Company's, Mr. Cooper's and Redfin's businesses and the price of their respective securities; (ii) the potential failure to receive, on a timely basis or otherwise, the required approvals of the proposed transactions, including stockholder approval by Mr. Cooper's stockholders, and the potential failure to satisfy the other conditions to the consummation of the proposed transactions; (iii) the effect of the announcement, pendency or completion of the proposed transactions on each of the Company's, Mr. Cooper's or Redfin's ability to attract, motivate, retain and hire key personnel and maintain relationships with others with whom the Company, Mr. Cooper or Redfin does business, or on the Company's, Mr. Cooper's or Redfin's operating results and business generally; (iv) that the proposed transactions may divert management's attention from each of the Company's, Mr. Cooper's and Redfin's ongoing business operations; (v) the risk of any legal proceedings related to the proposed transactions or otherwise, including the risk of stockholder litigation in connection with the proposed transactions, or the impact of the proposed transactions thereupon, including resulting expense or delay; (vi) that the Company, Mr. Cooper or Redfin may be adversely affected by other economic, business and/or competitive factors; (vii) the occurrence of any event, change or other circumstance that could give rise to the termination of any of the Merger Agreements, including in circumstances which would require payment of a termination fee; (viii) the risk that restrictions during the pendency of the proposed transactions may impact the Company's, Mr. Cooper's or Redfin's ability to pursue certain business opportunities or strategic transactions; (ix) the anticipated tax treatment of the proposed transactions may not be obtained, risks associated with third party contracts containing consent and/or other provisions that may be triggered by the proposed transactions; (x) the risk that the anticipated benefits and synergies of the proposed transactions may not be fully realized or may take longer to realize than expected; (xi) the impact of legislative, regulatory, economic, competitive and technological changes; (xii) risks relating to the value of the Company securities to be issued in the proposed transactions; (xiii) the risk that integration of the Company, Mr. Cooper and Redfin businesses post-closing may not occur as anticipated or the combined company may not be able to achieve the anticipated synergies expected from the proposed transactions, and the costs associated with such integration; and (xiv) the effect of the announcement, pendency or completion of the proposed transactions on the market price of the common stock of each of the Company, Mr. Cooper and Redfin.

These risks, as well as other risks related to the proposed transactions, are more fully described in the registration statement on Form S-4 (the "Rocket/Cooper Registration Statement") filed by the Company with the SEC in connection with the proposed transaction between the Company and Mr. Cooper and the registration statement on Form S-4 (the "Rocket/Redfin Registration Statement" and, together with the Rocket/Cooper Registration Statement, the "Registration Statements") filed by the Company with the SEC in connection with the proposed transaction between the Company and Redfin. While the list of factors presented here and the list of factors to be presented in the Registration Statements are considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Additional factors that may affect future results are contained in each company's filings with the SEC, including each company's most recent Annual Report on Form 10-K and Form 10-K/A, as it may be updated from time to time by quarterly reports on Form 10-Q and current reports on Form 8-K, all of which are available at the SEC's website http://www.sec.gov. The information set forth herein speaks only as of the date hereof, and any intention or obligation to update any forward looking statements as a result of developments occurring after the date hereof is hereby disclaimed by each company.

Important Information for Investors and Stockholders

In connection with the Company's and Mr. Cooper's proposed transaction, the Company filed with the SEC the Rocket/Cooper Registration Statement on Form S-4 on April 29, 2025, containing a prospectus and information statement of the Company and a proxy of Mr. Cooper (the "Joint Proxy and Information Statement/Prospectus"). After the Rocket/Cooper Registration Statement has been declared effective by the SEC, the Joint Proxy and Information Statement/Prospectus will be delivered to stockholders of the Company and Mr. Cooper.

The Company and Mr. Cooper may also file other documents with the SEC regarding the proposed transaction. This document is not a substitute for the Joint Proxy and Information Statement/Prospectus or Rocket/Cooper Registration Statement or any other document which the Company or Mr. Cooper may file with the SEC. INVESTORS AND SECURITYHOLDERS OF THE COMPANY AND MR. COOPER ARE URGED TO READ THE ROCKET/COOPER REGISTRATION STATEMENT AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, INCLUDING THE JOINT PROXY AND INFORMATION STATEMENT/PROSPECTUS THAT IS PART OF THE ROCKET/COOPER REGISTRATION STATEMENT, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THESE DOCUMENTS, CAREFULLY AND IN THEIR ENTIRETY BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, MR. COOPER, THE COMPANIES' PROPOSED TRANSACTION AND RELATED MATTERS. Investors and securityholders of the Company and Mr. Cooper may obtain copies of the Rocket/Cooper Registration Statement and the Joint Proxy and Information Statement/Prospectus, as well as other filings with the SEC that are incorporated by reference into such documents, containing information about the Company and Mr. Cooper, without charge, at the SEC's website (http://www.sec.gov).

Copies of the documents filed with the SEC by the Company are available free of charge under the SEC Filings heading of the Investor Relations section of the Company's website at ir.rocketcompanies.com. Copies of the documents filed with the SEC by Mr. Cooper are available free of charge under the SEC Filings heading of the Investor Relations section of Mr. Cooper's website investors.mrcoopergroup.com.

Participants in the Solicitation

The Company and Mr. Cooper and their respective directors and executive officers and other members of management and employees may be deemed to be participants in the solicitation of proxies from Mr. Cooper's stockholders in respect of the proposed transaction between the Company and Mr. Cooper under the rules of the SEC. Information regarding the Company's directors and executive officers is available in the Company's Annual Report on Form 10-K for the year ended December 31, 2024, as amended by Form 10-K/A Amendment No. 1 (the "Rocket 10-K/A") filed with the SEC on April 28, 2025, and other documents subsequently filed by the Company with the SEC, which can be obtained free of charge through the website maintained by the SEC at http://www.sec.gov. Any changes in the holdings of the Company's securities by the Company's directors or executive officers from the amounts described in the Rocket 10-K/A have been reflected in Statements of Change in Ownership on Form 4 filed with the SEC subsequent to the filing date of the Rocket 10-K/A and are available at the SEC's website at http://www.sec.gov. Information regarding Mr. Cooper's directors and executive officers is available in Mr. Cooper's Annual Report on Form 10-K for the year ended December 31, 2024 and Mr. Cooper's proxy statement, dated April 10, 2025, for its 2025 annual meeting of stockholders (the "Mr. Cooper 2025 Proxy"), which can be obtained free of charge through the website maintained by the SEC at http://www.sec.gov. Please refer to the sections captioned "Compensation Discussion and Analysis"; "Historical Executive Compensation Information"; "Proposal 2: Advisory Vote on Say on Pay" and "Beneficial Ownership" in the Mr. Cooper 2025 Proxy. Any changes in the holdings of Mr. Cooper's securities by Mr. Cooper's directors or executive officers from the amounts described in the Mr. Cooper 2025 Proxy have been reflected in Statements of Change in Ownership on Form 4 filed with the SEC subsequent to the filing date of the Mr. Cooper 2025 Proxy and are available at the SEC's website at http://www.sec.gov. Additional information regarding the interests of such participants is included in the Rocket/Cooper Registration Statement, containing the Joint Proxy and Information Statement/Prospectus and other relevant materials to be filed with the SEC.

No Offer or Solicitation

This communication is for informational purposes only and is not intended to, and shall not, constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

SIGNATURES

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

Dated: June 30, 2025

ROCKET COMPANIES, INC.

By: /s/ Noah Edwards
Name: Noah Edwards
Title: Chief Accounting Officer

EXHIBIT 3.1

SECOND AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

ROCKET COMPANIES, INC.

* * * *

Rocket Companies, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

FIRST: The present name of the corporation is Rocket Companies, Inc. (the "Corporation"). The Corporation was incorporated by the filing of its original certificate of incorporation with the Secretary of State of the State of Delaware on February 26, 2020 and the date of filing of its Amended and Restated certificate of incorporation with the Secretary of State of the State of Delaware was August 5, 2020, as amended by such certificate of amendment, dated as of June 18, 2024 (the "Amended Certificate of Incorporation").

SECOND: This Second Amended and Restated Certificate of Incorporation of the Corporation (this "Certificate of Incorporation"), which restates and integrates and also further amends the provisions of the Amended Certificate of Incorporation, has been duly adopted by the Board of Directors and stockholders of the Corporation in accordance with Sections 242 and 245 of the DGCL.

THIRD: The Amended Certificate of Incorporation is hereby amended, integrated and restated in its entirety to read as follows:

ARTICLE I

Name

The name of the corporation is Rocket Companies, Inc. (the "Corporation").

ARTICLE II

Address; Registered Office and Agent; Headquarters

A. The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, City of Wilmington, County of New Castle, State of Delaware 19808; and the name of its registered agent at such address is Corporation Service Company.

B. The principal executive offices of the Corporation are located at 1050 Woodward Avenue, Detroit, Michigan 48226. The principal executive offices of the Corporation may not be moved outside of Detroit, Michigan without the affirmative vote of the holders of at least 75%

of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE III

Purposes

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the DGCL. The Corporation is to have perpetual existence.

ARTICLE IV

Capital Stock

A. Definitions. For purposes of this Certificate of Incorporation, reference to:

(1) "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(2) "Board" means the board of directors of the Corporation;

(3) "Constructive Disposition" means, with respect to a security, a short sale with respect to such security, entering into or acquiring a derivative contract with respect to such security, entering into or acquiring a futures or forward contract to deliver such security or entering into any other hedging or other derivative, swap, "put-call," margin, securities lending or other transaction that has or reasonably would be expected to have the effect of changing, limiting, arbitraging or reallocating the economic benefits and risks of ownership of such security.

(4) "Class D Paired Interest" means one Holding Unit together with one share of Class D Common Stock, subject to adjustment pursuant to Section 2.03(b) of the Exchange Agreement;

(5) "Exchange Agreement" means the Exchange Agreement, dated as of August 5, 2020, by and among RHI, the Corporation and the holders of Holding Units and shares of Class D Common Stock, as the same may be amended, restated, supplemented or otherwise modified, from time to time;

(6) "Family Member" means, with respect to any natural person, the spouse, parents, grandparents, lineal descendants, siblings of such person or such person's spouse, and lineal descendants of siblings of such person or such person's spouse. Lineal descendants shall include adopted persons, but only so long as they are adopted during minority;

(7) "Gilberts" means Daniel and Jennifer Gilbert.

(8) "Permitted Transfer" means, with respect to Class L Common Stock, any Transfer to any Permitted Transferee;

(9) "Holding Unit" means a non-voting common interest unit of RKT Holdings, LLC;

(10) "Paired Interest" means one Class D Paired Interest;

(11) "Permitted Transferees" means, with respect to any holder of Class D Common Stock or Class L Common Stock, (i) any Rock Equityholder, (ii) any Family Member of such holder or any Family Member of any Rock Equityholder, (iii) any trust, family-partnership or estate-planning vehicle so long as such holder, any Family Member of such holder, any Rock Equityholder or any Family Member of a Rock Equityholder are the sole economic beneficiaries thereof, (iv) any partnership, corporation or other entity controlled by, or a majority of which is beneficially owned by, such holder or any of the persons listed in the foregoing clauses (i)-(iii), (v) any charitable trust or organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and controlled by such holder or any of the persons listed in the foregoing clauses (i)-(iv), (vi) an individual mandated under a qualified domestic relations order or (vii) a legal or personal representative of such holder, any Family Member of such holder, any Rock Equityholder or any Family Member of a Rock Equityholder in the event of the death or disability thereof;

(12) "RHI 2" means RHI II, LLC.

(13) "Rock Equityholder" means direct and indirect equityholders of Rock Holdings Inc. ("RHI") immediately prior to the closing of the transactions contemplated by that certain Transaction Agreement, dated as of March 9, 2025, by and among the Corporation, RHI, Eclipse Sub, Inc., Rocket GP, LLC, Daniel Gilbert and RHI 2.

(14) "Transfer" of a share of Class D Common Stock or Class L Common Stock means, directly or indirectly, any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation, lease, granting of an option with respect to, exchange, tender or other disposition or encumbrance of such share or any legal or beneficial interest in such share, in whole or in part, whether or not for value and whether voluntary or involuntary or by operation of law, including by way of Constructive Disposition, or the agreement to do any of the foregoing actions; provided, however, that the following shall not be considered a "Transfer": (i) the granting of a revocable proxy to officers or directors of the Corporation at the request of the Board in connection with actions to be taken at annual or special meetings of stockholders or in connection with any action by written consent of the stockholders solicited by the Board (at such times as action by written consent of stockholders is permitted under this Certificate of Incorporation); (ii) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with the Corporation or its stockholders that (x) is disclosed either in a Schedule 13D filed with the Securities and Exchange Commission or in writing to the Secretary of the Corporation and (y) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner; (iii) entering into a customary voting or support agreement (with or without granting a proxy) in connection with any merger, consolidation or other business combination of the Corporation that is approved by the Board, whether effectuated through one transaction or series of related transactions (including a tender offer followed by a merger in which holders of Class A Common Stock receive the same consideration per share paid in the

tender offer); (iv) the pledge of shares of capital stock of the Corporation by a stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction so long as such stockholder continues to exercise sole voting control over such pledged shares unless any pledged shares are transferred to or registered in the name of the pledgee; provided, however, that a foreclosure on such shares or other similar action by the pledgee shall constitute a "Transfer"; or (v) the fact that the spouse of any holder of Class D Common Stock or Class L Common Stock possesses or obtains an interest in such holder's shares of Class D Common Stock or Class L Common Stock arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a "Transfer" of such shares of Class D Common Stock or Class L Common Stock. The term "Transferred" shall have a corresponding meaning; and

(15) "Triggering Event" means the first date on which the aggregate voting power of the Class D Common Stock and the Class L Common Stock is less than 79% of the total voting power of the outstanding shares of capital stock of the Corporation.

B. The total number of shares of all classes of stock that the Corporation shall have authority to issue is 22,500,000,000 shares, consisting of: (i) 22,000,000,000 shares of common stock, divided into (a) 10,000,000,000 shares of Class A common stock, with the par value of $0.00001 per share (the "Class A Common Stock"), (b) 6,000,000,000 shares of Class D common stock, with the par value of $0.00001 per share (the "Class D Common Stock") and (c) 6,000,000,000 shares of Class L common stock, with the par value of $0.00001 per share (the "Class L Common Stock" and together with the Class A Common Stock and the Class D Common Stock, the "Common Stock"), including (1) 3,000,000,000 shares of Class L Common Stock that are designated series L-1 Class L Common Stock, par value $0.00001 per share (the "Series L-1 Common Stock") and (2) 3,000,000,000 shares of Class L Common Stock that are designated series L-2 Class L Common Stock, par value $0.00001 per share (the "Series L-2 Common Stock"); and (ii) 500,000,000 shares of preferred stock, with the par value of $0.00001 per share (the "Preferred Stock").

C. Subject to the rights of the holders of any one or more series of Preferred Stock then outstanding, the number of authorized shares of any class or series of the Common Stock or the Preferred Stock may be increased or decreased, in each case by the affirmative vote of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law, and no vote of the holders of any class or series of the Common Stock or the Preferred Stock voting separately as a class will be required therefor. Notwithstanding the immediately preceding sentence, the number of authorized shares of any particular class or series may not be decreased below the number of shares of such class or series then outstanding, plus:

(1) in the case of Class A Common Stock, the number of shares of Class A Common Stock issuable in connection with (i) the conversion of shares of Class L Common Stock issuable as described in Article IV.G and Article IV.H below and (ii) the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class A Common Stock;

(2) in the case of Class D Common Stock, the number of shares of Class D Common Stock issuable in connection with the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class D Common Stock; and

(3) in the case of Class L Common Stock, the number of shares of Class L Common Stock issuable in connection with the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class L Common Stock.

A statement of the designations of each class and the powers, preferences and rights, and qualifications, limitations or restrictions thereof is as follows:

D. Common Stock.

(1) Voting Rights.

(a) Subject to Article IV.N, each holder of Class A Common Stock, as such, will be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, and each holder of Class D Common Stock or Class L Common Stock, as such, will be entitled to one vote for each share of Class D Common Stock or Class L Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, except that, in each case, to the fullest extent permitted by law, holders of shares of each class of Common Stock, as such, will have no voting power with respect to, and will not be entitled to vote on, any amendment to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series of Preferred Stock are entitled, either separately or together with the holders of one or more other such series, to vote thereon under this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or under the DGCL.

(b) (i) The holders of the outstanding shares of Class A Common Stock shall be entitled to vote separately upon any amendment to this Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of the Class A Common Stock in a manner that is disproportionately adverse as compared to the Class D Common Stock or Class L Common Stock and (ii) the holders of the outstanding shares of Class D Common Stock and Class L Common Stock, voting together as a single class, shall be entitled to vote separately upon any amendment to this Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of such classes of Common Stock in a manner that is disproportionately adverse as compared to the Class A Common Stock, it being understood that any merger, consolidation or other business combination shall not be deemed an amendment hereof if such merger, consolidation or other business combination would be permitted by Article IV.D(3).

(c) Except as otherwise required in this Certificate of Incorporation or by applicable law, the holders of Common Stock will vote together as a single class on all

matters (or, if any holders of Preferred Stock are entitled to vote together with the holders of Common Stock, as a single class with the holders of Preferred Stock).

(2) Dividends; Stock Splits; Combinations.

(a) Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference senior to or the right to participate with the Class A Common Stock or the Class L Common Stock with respect to the payment of dividends, dividends of cash or property may be declared and paid on the Class A Common Stock and the Class L Common Stock out of the assets of the Corporation that are by law available therefor, at the times and in the amounts as the Board in its discretion may determine;

(b) Dividends of cash or property may not be declared or paid on the Class A Common Stock unless a dividend of the same amount and same type of cash or property (or combination thereof) is concurrently declared or paid on the Class L Common Stock. Dividends of cash or property may not be declared or paid on the Class L Common Stock unless a dividend of the same amount and same type of cash or property (or combination thereof) is concurrently declared or paid on the Class A Common Stock.

(c) Except as provided in Article IV.D(2)(d) with respect to stock dividends, dividends of cash or property may not be declared or paid on the Class D Common Stock.

(d) In no event will any stock dividend, stock split, reverse stock split, combination of stock, reclassification or recapitalization be declared or made on any class of Common Stock (each, a "Stock Adjustment") unless a corresponding Stock Adjustment for all other classes of Common Stock not so adjusted at the time outstanding is made in the same proportion and the same manner. Stock dividends with respect to each class of Common Stock may only be paid with shares of stock of the same class of Common Stock.

(e) Notwithstanding anything to the contrary, if a dividend in the form of capital stock of a subsidiary of the Corporation is declared or paid on the Class A Common Stock and the Class L Common Stock, the relative per share voting rights of the capital stock of such subsidiary so distributed in respect of the Class A Common Stock and the Class L Common Stock shall be in the same proportion as the relative voting rights of a share of Class A Common Stock and a share of Class L Common Stock.

(3) Except as expressly provided in this Article IV, the Class A Common Stock and the Class L Common Stock shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters. Without limiting the generality of the foregoing, (i) in the event of a merger, consolidation or other business combination requiring the approval of the holders of the Corporation's capital stock entitled to vote thereon (whether or not the Corporation is the surviving entity), the holders of the Class A Common Stock shall have the right to receive, or the right to elect to receive, the same form of consideration, if any, as the holders of the Class L Common Stock and the holders of the Class A Common Stock shall have the right to receive, or the right to elect to receive, the same amount of consideration, if any, on a

per share basis as the holders of the Class L Common Stock, and (ii) in the event of (a) any tender or exchange offer to acquire any shares of Common Stock by any third party pursuant to an agreement to which the Corporation is a party or (b) any tender or exchange offer by the Corporation to acquire any shares of Common Stock, pursuant to the terms of the applicable tender or exchange offer, the holders of the Class A Common Stock shall have the right to receive, or the right to elect to receive, the same form of consideration as the holders of the Class L Common Stock and the holders of the Class A Common Stock shall have the right to receive, or the right to elect to receive, at least the same amount of consideration on a per share basis as the holders of the Class L Common Stock; provided that, for the purposes of the foregoing clauses (i) and (ii) and notwithstanding the first sentence of this Article IV.D(3), payments under or in respect of the tax receivable or similar agreement entered by the Corporation from time to time with any holders of Common Stock shall not be considered part of the consideration payable in respect of any share of Common Stock.

(4) Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and of the preferential and other amounts, if any, to which the holders of Preferred Stock are entitled, if any, the holders of all outstanding shares of Common Stock will be entitled to receive, *pari passu,* an amount per share equal to the par value thereof, and thereafter the holders of all outstanding shares of Class A Common Stock and Class L Common Stock will be entitled to receive the remaining assets of the Corporation available for distribution ratably in proportion to the number of shares of Class A Common Stock and Class L Common Stock. Without limiting the rights of the holders of Class D Common Stock to exchange their shares of Class D Common Stock, together with the corresponding Holding Units constituting the remainder of any Paired Interests in which such shares are included, for shares of Class A Common Stock in accordance with Section 2.01 of the Exchange Agreement (or for the consideration payable in respect of shares of Class A Common Stock in such voluntary or involuntary liquidation, dissolution or winding up), the holders of shares of Class D Common Stock, as such, will not be entitled to receive, with respect to such shares, any assets of the Corporation in excess of the par value thereof, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

(5) Prohibition on Reissuance. Any shares of Class D Common Stock or Class L Common Stock that are repurchased, redeemed, surrendered to or otherwise acquired by the Corporation or any of its subsidiaries, including upon any exchange or conversion of any shares of Class D Common Stock or Class L Common Stock pursuant to Article IV.G and Article IV.H shall be retired and shall not be reissued, sold or transferred. The Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Class D Common Stock or Class L Common Stock accordingly.

E. Preferred Stock. Shares of Preferred Stock may be issued from time to time in one or more series of any number of shares; provided, that the aggregate number of shares issued and not retired of any and all such series shall not exceed the total number of shares of Preferred Stock hereinabove authorized, and with such powers, including voting powers, if any, and the designations, preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, all as shall hereafter be stated and expressed

in the resolution or resolutions providing for the designation and issue of such shares of Preferred Stock from time to time adopted by the Board pursuant to authority to do so which is hereby expressly vested in the Board. The powers, including voting powers, if any, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Each series of shares of Preferred Stock: (i) may have such voting rights or powers, full or limited, if any; (ii) may be subject to redemption at such time or times and at such prices, if any; (iii) may be entitled to receive dividends (which may be cumulative or non-cumulative) at such rate or rates, on such conditions and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of stock, if any; (iv) may have such rights upon the voluntary or involuntary liquidation, winding up or dissolution of, upon any distribution of the assets of, or in the event of any merger, sale or consolidation of, the Corporation, if any; (v) may be made convertible into or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation (or any other securities of the Corporation or any other person) at such price or prices or at such rates of exchange and with such adjustments, if any; (vi) may be entitled to the benefit of a sinking fund to be applied to the purchase or redemption of shares of such series in such amount or amounts, if any; (vii) may be entitled to the benefit of conditions and restrictions upon the creation of indebtedness of the Corporation or any subsidiary, upon the issue of any additional shares (including additional shares of such series or of any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Corporation or any subsidiary of, any outstanding shares of the Corporation, if any; (viii) may be subject to restrictions on transfer or registration of transfer, or on the amount of shares that may be owned by any person or group of persons; and (ix) may have such other relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof, if any; all as shall be stated in said resolution or resolutions of the Board providing for the designation and issue of such shares of Preferred Stock.

F. Lockup and Conversion of Class L Common Stock.

(1) No share of Class L Common Stock may be Transferred except (i) in a Permitted Transfer or (ii) pursuant to and in accordance with any written waiver of this Article IV.F(1) by the Corporation approved in advance by the Board; provided, however, the restrictions on Transfer set forth in this Article IV.F(1) shall expire as follows:

(a) on June 30, 2026, the restrictions on Transfer set forth in Article IV.F(1) shall expire and all shares of Series L-1 Common Stock may be converted into the same number of shares of Class A Common Stock in accordance with Article IV.G; and

(b) on June 30, 2027, the restrictions on Transfer set forth in Article IV.F(1) shall expire and all shares of Series L-2 Common Stock may be converted into the same number of shares of Class A Common Stock in accordance with Article IV.G.

(2) The Board shall have the authority to cause any certificate or statement of share ownership representing shares of Class L Common Stock to bear a restrictive legend summarizing the restrictions on Transfer set forth in Article IV.F(1), or if such shares of Class L

Common Stock are uncertificated, to cause a summary of such restrictions on Transfer to be included in the notice or notices required to be delivered to the holders thereof in accordance with Section 151(f) of the DGCL.

(3) Any purported Transfer of Class L Common Stock not in accordance with Article IV.F(1) shall be void and shall not be recorded on the books of, or otherwise recognized by, the Corporation. In connection with any Transfer subject to Article IV.F(1), the transferor shall notify the Corporation and its transfer agent, as applicable, as to which provision of Article IV.F(1) such Transfer is being effected in compliance with and shall furnish such documents or other evidence as the Corporation or its transfer agent may reasonably request to verify such compliance.

G. Conversion and Exchange of Shares.

(1) Subject to Article IV.F, each share of Class D Common Stock and Class L Common Stock may be converted into one fully paid and non-assessable share of Class A Common Stock at any time at the option of the holder of such share of Class D Common Stock or Class L Common Stock. In order to exercise the conversion privilege, the holder of any shares of Class D Common Stock or Class L Common Stock to be converted shall deliver to the Corporation written or electronic notice that the holder elects to convert shares of Class D Common Stock or Class L Common Stock, as applicable, to the extent specified in such notice and, if such shares are certificated, such holder shall present and surrender the certificate or certificates representing such shares during usual business hours at the principal executive offices of the Corporation or, if any agent for the registration or transfer of shares of Class D Common Stock or Class L Common Stock is then duly appointed and acting (the "Class D Transfer Agent" and the "Class L Transfer Agent," respectively), at the office of the Class D Transfer Agent or the Class L Transfer Agent, as applicable. If required by the Corporation, any certificate for shares of Class D Common Stock or Class L Common Stock surrendered for conversion shall be accompanied by instruments of transfer, in form reasonably satisfactory to the Corporation and the Class D Transfer Agent or the Class L Transfer Agent, as applicable, duly executed by the holder of such shares or such holder's duly authorized representative. As promptly as practicable after the receipt of such notice and the surrender of the certificate or certificates representing such shares of Class D Common Stock or Class L Common Stock as aforesaid and in any event within three days of the receipt of such notice and certificates, if such shares are certificated, the Corporation shall issue and deliver at such office to such holder, or on such holder's written order, a certificate or certificates for the number of full shares of Class A Common Stock (if certificated) issuable upon the conversion of such shares. To the extent such shares of Class D Common Stock or Class L Common Stock as aforesaid are settled through the facilities of The Depository Trust Company or through the book entry facilities of the Class D Transfer Agent or the Class L Transfer Agent, the Corporation shall, upon such holder's written order, issue and deliver the number of full shares of Class A Common Stock issuable upon the conversion of such shares through the facilities of The Depository Trust Company to the account of the participant of The Depository Trust Company designated by such holder or through the book entry facilities of the Class D Transfer Agent or the Class L Transfer Agent. Each conversion of shares of Class D Common Stock or Class L Common Stock shall be deemed to have been effected on (i) the date on which such notice shall have been received by the Corporation, the Class D Transfer Agent or the Class L Transfer Agent, as applicable (subject to

receipt by the Corporation, the Class D Transfer Agent or the Class L Transfer Agent, as applicable, within five business days thereafter of any required instruments of transfer as aforesaid), or (ii) such later date specified in or pursuant to such notice, and the person or persons in whose name or names any certificate or certificates for shares of Class A Common Stock shall be issuable upon such conversion as aforesaid shall be deemed to have become on said date the holder or holders of record of the shares represented thereby.

(2) Notwithstanding anything in this Article IV.G to the contrary, any holder may withdraw or amend a notice of conversion, in whole or in part, prior to the effectiveness of the conversion, at any time prior to 5:00 p.m., New York City time, on the business day immediately preceding the date of the conversion (or any such later time as may be required by applicable law) by delivery of a written or electronic notice of withdrawal to the Corporation, the Class D Transfer Agent or the Class L Transfer Agent, as applicable, specifying (i) if applicable, the certificate numbers of the withdrawn shares of Class D Common Stock or Class L Common Stock, (ii) if any, the number of shares of Class D Common Stock or Class L Common Stock as to which the notice of conversion remains in effect and (iii) if the holder so determines, a new conversion date or any other new or revised information permitted in a notice of conversion. A notice of conversion may specify that the conversion is to be contingent (including as to timing) upon the consummation of a purchase by another person (whether in a tender or exchange offer, an underwritten offering or otherwise) of shares of the Class A Common Stock into which the Class D Common Stock or Class L Common Stock, respectively, is convertible, or contingent (including as to timing) upon the closing of an announced merger, consolidation or other transaction or event in which the Class A Common Stock would be exchanged or converted or become exchangeable for or convertible into cash or other securities or property.

H. Automatic Conversion of Class D Common Stock and Class L Common Stock.

(1) Each outstanding share of Class D Common Stock or Class L Common Stock will, automatically and without further action on the part of the Corporation or any holder of Class D Common Stock or Class L Common Stock, convert into one fully paid and non-assessable share of Class A Common Stock (i) immediately prior to any Transfer of such Class D Common Stock or Class L Common Stock, as applicable, by the initial registered holder thereof, other than a Permitted Transfer, or, (ii) with respect to the Class D Common Stock, upon occurrence of the Triggering Event, and (iii) with respect to Class L Common Stock, upon the occurrence of the later of (x) June 30, 2027 and (y) the Triggering Event. Upon any conversion pursuant to this Article IV.H, the certificate or certificates that represented immediately prior thereto the shares of Class D Common Stock or Class L Common Stock that were so converted, automatically and without further action, shall represent the same number of shares of Class A Common Stock without the need for surrender or exchange thereof. As promptly as practicable following a conversion pursuant to this Article IV.H, the Corporation shall deliver or cause to be delivered to any holder whose shares of Class D Common Stock or Class L Common Stock have been converted as a result of such conversion the number of shares of Class A Common Stock deliverable upon such conversion registered in the name of such holder. To the extent such shares are settled through the facilities of The Depository Trust Company or through the book entry facilities of the Class D Transfer Agent or the Class L Transfer Agent, the Corporation will, upon the written instruction of such holder, deliver the shares of Class A Common Stock deliverable to such holder, through the facilities of The Depository Trust Company, to the

account of the participant of The Depository Trust Company designated by such holder or through the book entry facilities of the Class D Transfer Agent or the Class L Transfer Agent. Each share of Class D Common Stock or Class L Common Stock that is converted pursuant to this Article IV.H shall thereupon be retired by the Corporation and shall not be available for reissuance.

(2) The Corporation may, from time to time, establish such policies and procedures relating to the conversion of the Class D Common Stock and the Class L Common Stock and the general administration of its multi-class common stock structure, including the issuance of stock certificates with respect thereto, as it may deem necessary or advisable, and may request that holders of shares of Class D Common Stock or Class L Common Stock furnish affidavits or other proof to the Corporation as it deems necessary to verify the ownership of Class D Common Stock or Class L Common Stock, as applicable, and to confirm that a conversion to Class A Common Stock has not occurred.

I. Unconverted Shares. If less than all of the shares of Class D Common Stock or Class L Common Stock evidenced by a certificate or certificates surrendered to the Corporation are converted, the Corporation shall execute and deliver to, or upon the written order of, the holder of such certificate or certificates a new certificate or certificates evidencing the number of shares of Common Stock which are not converted without charge to the holder.

J. No Conversion Rights of Class A Common Stock. The Class A Common Stock shall not have any conversion rights.

K. Reservation of Shares of Class A Common Stock for Conversion Right. The Corporation will at all times reserve and keep available out of its authorized and unissued shares of Class A Common Stock, solely for the purposes of conversions of Class D Common Stock and Class L Common Stock, the number of shares of Class A Common Stock that are issuable upon conversion of all outstanding shares of Class D Common Stock and Class L Common Stock. The Corporation covenants that all the shares of Class A Common Stock that are issued upon conversion of such Class D Common Stock or such Class L Common Stock will, upon issuance, be validly issued, fully paid and non-assessable.

L. Distributions with Respect to Converted Shares. No conversion pursuant to this Article IV shall impair the right of the converting stockholder to receive any dividends or other distributions payable on shares so converted in respect of a record date that occurs prior to the effective date for such conversion. For the avoidance of doubt, no converting stockholder shall be entitled to receive, in respect of a single record date, dividends or other distributions both on shares that are converted by such stockholder and on shares received by such stockholder in such conversion.

M. Exchange of Class D Common Stock. Shares of Class D Common Stock may be exchanged, together with the corresponding Holding Units constituting the remainder of any Class D Paired Interests in which such shares are included, as applicable, at any time and from time to time for shares of Class A Common Stock in accordance with Section 2.01 of the Exchange Agreement.

N. Taxes. The issuance of shares of Class A Common Stock upon the conversion of shares of Class D Common Stock or Class L Common Stock will be made without charge to the holders of the shares of Class D Common Stock or Class L Common Stock for any transfer taxes, stamp taxes or duties or other similar tax in respect of the issuance; provided, however, that if any such shares of Class A Common Stock are to be issued in a name other than that of the then record holder of the shares of Class D Common Stock or Class L Common Stock being exchanged (or The Depository Trust Company or its nominee for the account of a participant of The Depository Trust Company that will hold the shares for the account of such holder or the book entry facilities of the Class D Transfer Agent) or converted, then such holder or the person in whose name such shares are to be delivered, shall pay to the Corporation the amount of any tax that may be payable in respect of any transfer involved in the issuance or shall establish to the reasonable satisfaction of the Corporation that the tax has been paid or is not payable.

O. Voting Limitation. Notwithstanding anything to the contrary in this Certificate of Incorporation, the number of votes per share of each share of Class D Common Stock and Class L Common Stock (each such share, the voting power of which is to be determined by this provision, the "Applicable Share") at a time when, but for this provision, the aggregate voting power of the Class D Common Stock and Class L Common Stock would be equal to or greater than 79% of the total voting power of the outstanding shares of capital stock of the Corporation shall be equal to the following formula:

$$\frac{\left(\frac{(0.79 * y)}{0.21}\right)}{z}$$

where

Y = the aggregate voting power of all outstanding shares of capital stock of the Corporation that are not Class D Common Stock or Class L Common Stock; and

Z = the number of shares of Class D Common Stock and Class L Common Stock.

ARTICLE V

Board of Directors

A. Except as otherwise provided in this Certificate of Incorporation and the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board. Except as otherwise provided for or fixed pursuant to the provisions of Article IV.E relating to the rights of the holders of any series of Preferred Stock to elect additional Directors, the total number of directors constituting the whole Board shall be determined from time to time exclusively by the Board.

B. During any period when the holders of any series of Preferred Stock have the right to elect additional Directors as provided for or fixed pursuant to the provisions of Article IV.E ("Preferred Stock Directors"), upon the commencement, and for the duration, of the period during which such right continues: (i) the then total authorized number of Directors shall automatically be increased by such specified number of Preferred Stock Directors, and the

holders of the related Preferred Stock shall be entitled to elect the Preferred Stock Directors pursuant to the provisions of the Board's designation for the series of Preferred Stock, and (ii) each such Preferred Stock Director shall serve until such Preferred Stock Director's successor shall have been duly elected and qualified, or until such Preferred Stock Director's right to hold such office terminates pursuant to such provisions, whichever occurs earlier, subject to his or her earlier death, resignation, disqualification or removal. Except as otherwise provided by the Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect Preferred Stock Directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such Preferred Stock Directors elected by the holders of such Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such Preferred Stock Directors, shall forthwith terminate and the total and authorized number of Directors shall be reduced accordingly.

C. The Board (other than Preferred Stock Directors) shall be divided into three classes designated Class I, Class II and Class III. Each class shall consist, as nearly as possible, of one-third of the total number of such directors. Class I directors shall initially serve for a term expiring at the first annual meeting of stockholders following the date the Common Stock is first publicly traded (the "IPO Date"), Class II directors shall initially serve for a term expiring at the second annual meeting of stockholders following the IPO Date, and Class III directors shall initially serve for a term expiring at the third annual meeting of stockholders following the IPO Date. Commencing with the first annual meeting of stockholders following the IPO Date, each director of the class to be elected at each annual meeting shall be elected for a three-year term. If the total number of such directors is changed, any such additional director of any class elected to fill a newly created directorship resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case shall a decrease in the total number of directors remove or shorten the term of any incumbent director. Any such director shall hold office until the annual meeting at which his or her term expires and until his or her successor shall be elected and qualified, or his or her death, resignation, disqualification or removal from office. The Board is authorized to assign members of the Board to their respective class.

D. Subject to the rights of the holders of any one or more series of Preferred Stock then outstanding, any newly created directorship on the Board that results from an increase in the total number of directors and any vacancy occurring on the Board (whether by death, resignation, disqualification, removal or other cause) shall be filled by the affirmative vote of a majority of the directors then in office (even if less than a quorum), by a sole remaining director or by the stockholders; provided, however, that when the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any newly created directorship on the Board that results from an increase in the number of directors and any vacancy occurring on the Board shall be filled only by a majority of the directors then in office (even if less than a quorum), or by a sole remaining director (and not by stockholders). Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, disqualification or removal.

E. Except for Preferred Stock Directors, any or all of the directors may be removed at any time either with or without cause by the affirmative vote of a majority in voting power of all outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class; provided, however, that when the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any such director or all such directors may be removed only for cause and only by the affirmative vote of the holders of at least 75% of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE VI

Limitation of Liability

To the fullest extent permitted under the DGCL, no director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable. Any amendment or repeal of this Article VI shall not adversely affect any right or protection of a director or officer of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment or repeal.

ARTICLE VII

Amendments

A. The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation; provided, however, that, notwithstanding any provision of applicable law or any other provision of this Certificate of Incorporation that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the capital stock of this Corporation required by applicable law or by this Certificate of Incorporation, from and after the time when the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any amendment to Article II.B, Article V, Article VI, Article VIII, Article IX, Article X or this Article VII of this Certificate of Incorporation or repeal of this Certificate of Incorporation shall require the affirmative vote of the holders of at least 75% of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

B. The Board shall have the power to adopt, amend or repeal the By-Laws. Any adoption, amendment or repeal of the By-Laws by the Board shall require the approval of a majority of the directors then in office (even if less than a quorum). The stockholders shall also have power to adopt, amend or repeal the By-Laws; provided, however, that, from and after the time when the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any amendment to or repeal of the By-Laws (or the

adoption of any provision inconsistent therewith) shall require the affirmative vote of the holders of at least 75% of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE VIII

Corporate Opportunities

A. Neither the Corporation nor any RHI 2 Party shall have any duty to refrain from engaging, directly or indirectly, in the same or similar activities or lines of business as the other entity, doing business with any potential or actual customer or supplier of the other entity, or employing or engaging or soliciting for employment any director, officer or employee of the other entity, and no director or officer of the Corporation shall be liable to the Corporation or any of its subsidiaries or any stockholder for breach of any fiduciary or other duty under statutory or common law, as a director or officer or controlling stockholder or otherwise, by reason of any such activities, or for the presentation or direction to, or participation in, any such activities by any RHI 2 Party. "RHI 2" shall mean, for purposes of this Article VIII only, RHI II, LLC and its affiliates (excluding the Corporation and its subsidiaries). "RHI 2 Party" shall mean, for purposes of this Article VIII only, RHI 2 or any officer, director, member, partner or employee thereof.

B. To the fullest extent permitted by applicable law:

(1) The Corporation, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Corporation and its subsidiaries in any business opportunity, transaction or other matter in which any RHI 2 Party participates or desires or seeks to participate in, even if the opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so; and

(2) Each such RHI 2 Party shall have no duty to communicate or offer such business opportunity to the Corporation and shall not be liable to the Corporation or any of its subsidiaries or any stockholder for breach of any fiduciary or other duty under statutory or common law, as a director or officer or controlling stockholder or otherwise, by reason of the fact that such RHI 2 Party pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries; and shall be deemed to have fully satisfied and fulfilled such person's duties to the Corporation and its stockholders with respect to such business opportunity and to have acted in accordance with the standard of care set forth in the DGCL, or any successor statute, or law that is otherwise applicable to such RHI 2 Parties under the Delaware law.

C. Notwithstanding the foregoing, the Corporation, on behalf of itself and its subsidiaries, does not hereby renounce any interest or expectancy it or its subsidiaries may have in any business opportunity, transaction or other matter that is offered to a RHI 2 Party who is a director or officer of the Corporation and who is offered such opportunity solely in his or her

capacity as a director or officer of the Corporation, as reasonably determined by such RHI 2 Party.

D. Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation or the By-Laws, nor, to the fullest extent permitted by Delaware law, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification.

E. This Article VIII shall not limit any protections or defenses available to, or indemnification rights of, any director or officer of the Corporation under this Certificate of Incorporation, the By-Laws or applicable law.

ARTICLE IX

Section 203

A. The Corporation shall not be governed by Section 203 of the DGCL ("Section 203"), and the restrictions contained in Section 203 shall not apply to the Corporation.

B. Notwithstanding the foregoing, the Corporation shall not engage in any business combination (as defined below), at any point in time at which the Corporation's Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, with any interested stockholder (as defined below) for a period of three years following the time that such stockholder became an interested stockholder, unless:

(1) prior to such time, the Board approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;

(2) upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

(3) at or subsequent to such time, the business combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least two thirds of the outstanding voting stock of the Corporation that is not owned by the interested stockholder.

C. For purposes of this Article IX, references to:

(1) "associate" when used to indicate a relationship with any person, means: (i) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class

of voting stock; (ii) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

(2) "business combination," when used in reference to the Corporation and any interested stockholder of the Corporation, means:

(a) (i) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation with the interested stockholder, or (ii) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation Article IX.B is not applicable to the surviving entity;

(b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

(c) any transaction that results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (i) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (ii) pursuant to a merger under Section 251(g) of the DGCL; (iii) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (iv) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (v) any issuance or transfer of stock by the Corporation; provided, however, that in no case under items (iii) through (v) of this subsection (c) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

(d) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation that has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary that is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

(e) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted in subsections (i) through (iv) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(3) "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of a corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Article IX, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

(4) "interested stockholder" means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of 15% or more of the outstanding voting stock of the Corporation, or (ii) is an affiliate or associate of the Corporation and was the owner of 15% or more of the outstanding voting stock of the Corporation at any time within the three-year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder; and the affiliates and associates of such person; but "interested stockholder" shall not include (a) RHI 2 or any Rock Equityholder or any of their respective affiliates or successors or any "group," or any member of any such group, to which such persons are a party under Rule 13d-5 of the Exchange Act, or (b) any person whose ownership of shares in excess of the 15% limitation set forth herein is the result of any action taken solely by the Corporation; provided that in the case of clause (b), such person shall be an interested stockholder if thereafter such person acquires additional shares of voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of "owner" below but shall not include any other unissued stock of the Corporation that may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(5) "owner," including the terms "own" and "owned," when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates:

(a) beneficially owns such stock, directly or indirectly; or

(b) has (i) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a person shall not be deemed

the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's affiliates or associates until such tendered stock is accepted for purchase or exchange; or (ii) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to ten or more persons; or

(c) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in item (b) of subsection (ii) above), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

(6) "person" means any individual, corporation, partnership, unincorporated association or other entity.

(7) "stock" means, with respect to any corporation, capital stock and, with respect to any other entity, any equity.

(8) "voting stock" means stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference to a percentage of voting stock shall refer to such percentages of the votes of such voting stock.

ARTICLE X

Stockholder Matters

A. Until such time as the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. From and after the time when the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders.

B. Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time only by or at the direction of the Board, the chairman of the Board or the Chief Executive Officer of the Corporation. Business transacted at special meetings of stockholders shall be confined to the purpose or purposes stated in the notice of meeting.

C. Advance notice of stockholder nominations for the election of directors of the Corporation and of business to be brought by stockholders before any meeting of stockholders of the Corporation shall be given in the manner provided in the By-Laws.

D. Any person purchasing or otherwise acquiring any interest in any securities of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Certificate of Incorporation.

ARTICLE XI

Exclusive Forums

A. Unless the Corporation consents in writing to the selection of an alternative forum, and subject to applicable jurisdictional requirements, the exclusive forums for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the By-Laws, or (iv) any action asserting a claim governed by the internal affairs doctrine shall be either the Third Judicial Circuit, Wayne County, Michigan (or, if the Third Judicial Circuit, Wayne County, Michigan lacks jurisdiction over such action or proceeding, then another state court of the State of Michigan or, if no state court of the State of Michigan has jurisdiction, then the United States District Court for the Eastern District of Michigan) or the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction over such action or proceeding, then another state court of the State of Delaware or, if no state court of the State of Delaware has jurisdiction, then the United States District Court for the District of Delaware). This Article XI.A shall not apply to claims arising under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or other federal securities laws for which there is exclusive federal or concurrent federal and state jurisdiction.

B. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended.

* * * *

[Signature appears on next page]

IN WITNESS WHEREOF, the undersigned, being an authorized officer of the Corporation, has executed, signed and acknowledged this Certificate of Incorporation as of this 30th day of June, 2025.

ROCKET COMPANIES, INC.

By: /s/ Tina V. John
Name: Tina V. John
Title: Corporate Secretary

[Signature Page to Certificate of Incorporation]

EXHIBIT 3.2

RESTATED

CERTIFICATE OF INCORPORATION

OF

ROCKET COMPANIES, INC.

* * * *

Rocket Companies, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

FIRST: The present name of the corporation is Rocket Companies, Inc. (the "Corporation"). The Corporation was incorporated under the name Rocket Companies, Inc. by the filing of its original certificate of incorporation with the Secretary of State of the State of Delaware on February 26, 2020.

SECOND: This Restated Certificate of Incorporation of the Corporation (this "Certificate of Incorporation") has been duly adopted by the Board of Directors of the Corporation in accordance with Section 245 of the DGCL.

THIRD: This Certificate of Incorporation only restates and integrates and does not further amend the provisions of the certificate of incorporation of the Corporation, and the Certificate of Incorporation shall read in its entirety as follows:

ARTICLE I

Name

The name of the corporation is Rocket Companies, Inc. (the "Corporation").

ARTICLE II

Address; Registered Office and Agent; Headquarters

A. The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, City of Wilmington, County of New Castle, State of Delaware 19808; and the name of its registered agent at such address is Corporation Service Company.

B. The principal executive offices of the Corporation are located at 1050 Woodward Avenue, Detroit, Michigan 48226. The principal executive offices of the Corporation may not be moved outside of Detroit, Michigan without the affirmative vote of the holders of at least 75% of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE III

Purposes

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the DGCL. The Corporation is to have perpetual existence.

ARTICLE IV

Capital Stock

A. Definitions. For purposes of this Certificate of Incorporation, reference to:

(1) "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(2) "Board" means the board of directors of the Corporation;

(3) "Constructive Disposition" means, with respect to a security, a short sale with respect to such security, entering into or acquiring a derivative contract with respect to such security, entering into or acquiring a futures or forward contract to deliver such security or entering into any other hedging or other derivative, swap, "put-call," margin, securities lending or other transaction that has or reasonably would be expected to have the effect of changing, limiting, arbitraging or reallocating the economic benefits and risks of ownership of such security.

(4) "Family Member" means, with respect to any natural person, the spouse, parents, grandparents, lineal descendants, siblings of such person or such person's spouse, and lineal descendants of siblings of such person or such person's spouse. Lineal descendants shall include adopted persons, but only so long as they are adopted during minority;

(5) "Gilberts" means Daniel and Jennifer Gilbert.

(6) "Permitted Transfer" means, with respect to Class L Common Stock, any Transfer to any Permitted Transferee;

(7) "Permitted Transferees" means, with respect to any holder of Class L Common Stock, (i) any Rock Equityholder, (ii) any Family Member of such holder or any Family Member of any Rock Equityholder, (iii) any trust, family-partnership or estate-planning vehicle so long as such holder, any Family Member of such holder, any Rock Equityholder or any Family Member of a Rock Equityholder are the sole economic beneficiaries thereof, (iv) any partnership, corporation or other entity controlled by, or a majority of which is beneficially owned by, such holder or any of the persons listed in the foregoing clauses (i)-(iii), (v) any charitable trust or organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and controlled by such holder or any of the persons listed in the foregoing clauses (i)-(iv), (vi) an individual mandated under a qualified domestic relations order or (vii) a legal or personal representative of such holder, any Family Member of

such holder, any Rock Equityholder or any Family Member of a Rock Equityholder in the event of the death or disability thereof;

(8) "RHI 2" means RHI II, LLC.

(9) "Rock Equityholder" means direct and indirect equityholders of Rock Holdings Inc. ("RHI") immediately prior to the closing of the transactions contemplated by that certain Transaction Agreement, dated as of March 9, 2025, by and among the Corporation, RHI, Eclipse Sub, Inc., Rocket GP, LLC, Daniel Gilbert and RHI 2.

(10) "Transfer" of a share of Class L Common Stock means, directly or indirectly, any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation, lease, granting of an option with respect to, exchange, tender or other disposition or encumbrance of such share or any legal or beneficial interest in such share, in whole or in part, whether or not for value and whether voluntary or involuntary or by operation of law, including by way of Constructive Disposition, or the agreement to do any of the foregoing actions; provided, however, that the following shall not be considered a "Transfer": (i) the granting of a revocable proxy to officers or directors of the Corporation at the request of the Board in connection with actions to be taken at annual or special meetings of stockholders or in connection with any action by written consent of the stockholders solicited by the Board (at such times as action by written consent of stockholders is permitted under this Certificate of Incorporation); (ii) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with the Corporation or its stockholders that (x) is disclosed either in a Schedule 13D filed with the Securities and Exchange Commission or in writing to the Secretary of the Corporation and (y) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner; (iii) entering into a customary voting or support agreement (with or without granting a proxy) in connection with any merger, consolidation or other business combination of the Corporation that is approved by the Board, whether effectuated through one transaction or series of related transactions (including a tender offer followed by a merger in which holders of Class A Common Stock receive the same consideration per share paid in the tender offer); (iv) the pledge of shares of capital stock of the Corporation by a stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction so long as such stockholder continues to exercise sole voting control over such pledged shares unless any pledged shares are transferred to or registered in the name of the pledgee; provided, however, that a foreclosure on such shares or other similar action by the pledgee shall constitute a "Transfer"; or (v) the fact that the spouse of any holder of Class L Common Stock possesses or obtains an interest in such holder's shares of Class L Common Stock arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a "Transfer" of such shares of Class L Common Stock. The term "Transferred" shall have a corresponding meaning; and

(11) "Triggering Event" means the first date on which the aggregate voting power of the Class L Common Stock is less than 79% of the total voting power of the outstanding shares of capital stock of the Corporation.

B. The total number of shares of all classes of stock that the Corporation shall have authority to issue is 16,500,000,000 shares, consisting of: (i) 16,000,000,000 shares of common stock, divided into (a) 10,000,000,000 shares of Class A common stock, with the par value of $0.00001 per share (the "Class A Common Stock") and (b) 6,000,000,000 shares of Class L common stock, with the par value of $0.00001 per share (the "Class L Common Stock" and together with the Class A Common Stock, the "Common Stock"), including (1) 3,000,000,000 shares of Class L Common Stock that are designated series L-1 Class L Common Stock, par value $0.00001 per share (the "Series L-1 Common Stock") and (2) 3,000,000,000 shares of Class L Common Stock that are designated series L-2 Class L Common Stock, par value $0.00001 per share (the "Series L-2 Common Stock"); and (ii) 500,000,000 shares of preferred stock, with the par value of $0.00001 per share (the "Preferred Stock").

C. Subject to the rights of the holders of any one or more series of Preferred Stock then outstanding, the number of authorized shares of any class or series of the Common Stock or the Preferred Stock may be increased or decreased, in each case by the affirmative vote of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law, and no vote of the holders of any class or series of the Common Stock or the Preferred Stock voting separately as a class will be required therefor. Notwithstanding the immediately preceding sentence, the number of authorized shares of any particular class or series may not be decreased below the number of shares of such class or series then outstanding, plus:

(1) in the case of Class A Common Stock, the number of shares of Class A Common Stock issuable in connection with (i) the conversion of shares of Class L Common Stock issuable as described in Article IV.G and Article IV.H below and (ii) the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class A Common Stock; and

(2) in the case of Class L Common Stock, the number of shares of Class L Common Stock issuable in connection with the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class L Common Stock.

A statement of the designations of each class and the powers, preferences and rights, and qualifications, limitations or restrictions thereof is as follows:

D. Common Stock.

(1) Voting Rights.

(a) Subject to Article IV.N, each holder of Class A Common Stock, as such, will be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, and each holder of Class L Common Stock, as such, will be entitled to one vote for each share of Class L Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, except that, in each case, to the fullest extent permitted by law, holders of shares of each class of Common Stock, as such, will have no voting power with respect to, and will not

be entitled to vote on, any amendment to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series of Preferred Stock are entitled, either separately or together with the holders of one or more other such series, to vote thereon under this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or under the DGCL.

(b) (i) The holders of the outstanding shares of Class A Common Stock shall be entitled to vote separately upon any amendment to this Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of the Class A Common Stock in a manner that is disproportionately adverse as compared to the Class L Common Stock and (ii) the holders of the outstanding shares of Class L Common Stock shall be entitled to vote separately upon any amendment to this Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of such classes of Common Stock in a manner that is disproportionately adverse as compared to the Class A Common Stock, it being understood that any merger, consolidation or other business combination shall not be deemed an amendment hereof if such merger, consolidation or other business combination would be permitted by Article IV.D(3).

(c) Except as otherwise required in this Certificate of Incorporation or by applicable law, the holders of Common Stock will vote together as a single class on all matters (or, if any holders of Preferred Stock are entitled to vote together with the holders of Common Stock, as a single class with the holders of Preferred Stock).

(2) Dividends; Stock Splits; Combinations.

(a) Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference senior to or the right to participate with the Class A Common Stock or the Class L Common Stock with respect to the payment of dividends, dividends of cash or property may be declared and paid on the Class A Common Stock and the Class L Common Stock out of the assets of the Corporation that are by law available therefor, at the times and in the amounts as the Board in its discretion may determine;

(b) Dividends of cash or property may not be declared or paid on the Class A Common Stock unless a dividend of the same amount and same type of cash or property (or combination thereof) is concurrently declared or paid on the Class L Common Stock. Dividends of cash or property may not be declared or paid on the Class L Common Stock unless a dividend of the same amount and same type of cash or property (or combination thereof) is concurrently declared or paid on the Class A Common Stock.

(c) In no event will any stock dividend, stock split, reverse stock split, combination of stock, reclassification or recapitalization be declared or made on any class of Common Stock (each, a "Stock Adjustment") unless a corresponding Stock Adjustment for all other classes of Common Stock not so adjusted at the time outstanding is made in the same

proportion and the same manner. Stock dividends with respect to each class of Common Stock may only be paid with shares of stock of the same class of Common Stock.

(d) Notwithstanding anything to the contrary, if a dividend in the form of capital stock of a subsidiary of the Corporation is declared or paid on the Class A Common Stock and the Class L Common Stock, the relative per share voting rights of the capital stock of such subsidiary so distributed in respect of the Class A Common Stock and the Class L Common Stock shall be in the same proportion as the relative voting rights of a share of Class A Common Stock and a share of Class L Common Stock.

(3) Except as expressly provided in this Article IV, the Class A Common Stock and the Class L Common Stock shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters. Without limiting the generality of the foregoing, (i) in the event of a merger, consolidation or other business combination requiring the approval of the holders of the Corporation's capital stock entitled to vote thereon (whether or not the Corporation is the surviving entity), the holders of the Class A Common Stock shall have the right to receive, or the right to elect to receive, the same form of consideration, if any, as the holders of the Class L Common Stock and the holders of the Class A Common Stock shall have the right to receive, or the right to elect to receive, the same amount of consideration, if any, on a per share basis as the holders of the Class L Common Stock, and (ii) in the event of (a) any tender or exchange offer to acquire any shares of Common Stock by any third party pursuant to an agreement to which the Corporation is a party or (b) any tender or exchange offer by the Corporation to acquire any shares of Common Stock, pursuant to the terms of the applicable tender or exchange offer, the holders of the Class A Common Stock shall have the right to receive, or the right to elect to receive, the same form of consideration as the holders of the Class L Common Stock and the holders of the Class A Common Stock shall have the right to receive, or the right to elect to receive, at least the same amount of consideration on a per share basis as the holders of the Class L Common Stock; provided that, for the purposes of the foregoing clauses (i) and (ii) and notwithstanding the first sentence of this Article IV.D(3), payments under or in respect of the tax receivable or similar agreement entered by the Corporation from time to time with any holders of Common Stock shall not be considered part of the consideration payable in respect of any share of Common Stock.

(4) Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and of the preferential and other amounts, if any, to which the holders of Preferred Stock are entitled, if any, the holders of all outstanding shares of Common Stock will be entitled to receive, *pari passu,* an amount per share equal to the par value thereof, and thereafter the holders of all outstanding shares of Class A Common Stock and Class L Common Stock will be entitled to receive the remaining assets of the Corporation available for distribution ratably in proportion to the number of shares of Class A Common Stock and Class L Common Stock.

(5) Prohibition on Reissuance. Any shares of Class L Common Stock that are repurchased, redeemed, surrendered to or otherwise acquired by the Corporation or any of its subsidiaries, including upon any exchange or conversion of any shares of Class L Common Stock pursuant to Article IV.G and Article IV.H, shall be retired and shall not be reissued, sold

or transferred. The Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Class L Common Stock accordingly.

E. Preferred Stock. Shares of Preferred Stock may be issued from time to time in one or more series of any number of shares; provided, that the aggregate number of shares issued and not retired of any and all such series shall not exceed the total number of shares of Preferred Stock hereinabove authorized, and with such powers, including voting powers, if any, and the designations, preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the designation and issue of such shares of Preferred Stock from time to time adopted by the Board pursuant to authority to do so which is hereby expressly vested in the Board. The powers, including voting powers, if any, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Each series of shares of Preferred Stock: (i) may have such voting rights or powers, full or limited, if any; (ii) may be subject to redemption at such time or times and at such prices, if any; (iii) may be entitled to receive dividends (which may be cumulative or non-cumulative) at such rate or rates, on such conditions and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of stock, if any; (iv) may have such rights upon the voluntary or involuntary liquidation, winding up or dissolution of, upon any distribution of the assets of, or in the event of any merger, sale or consolidation of, the Corporation, if any; (v) may be made convertible into or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation (or any other securities of the Corporation or any other person) at such price or prices or at such rates of exchange and with such adjustments, if any; (vi) may be entitled to the benefit of a sinking fund to be applied to the purchase or redemption of shares of such series in such amount or amounts, if any; (vii) may be entitled to the benefit of conditions and restrictions upon the creation of indebtedness of the Corporation or any subsidiary, upon the issue of any additional shares (including additional shares of such series or of any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Corporation or any subsidiary of, any outstanding shares of the Corporation, if any; (viii) may be subject to restrictions on transfer or registration of transfer, or on the amount of shares that may be owned by any person or group of persons; and (ix) may have such other relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof, if any; all as shall be stated in said resolution or resolutions of the Board providing for the designation and issue of such shares of Preferred Stock.

F. Lockup and Conversion of Class L Common Stock.

(1) No share of Class L Common Stock may be Transferred except (i) in a Permitted Transfer or (ii) pursuant to and in accordance with any written waiver of this Article IV.F(1) by the Corporation approved in advance by the Board; provided, however, the restrictions on Transfer set forth in this Article IV.F(1) shall expire as follows:

(a) on June 30, 2026, the restrictions on Transfer set forth in Article IV.F(1) shall expire and all shares of Series L-1 Common Stock may be converted into the same number of shares of Class A Common Stock in accordance with Article IV.G; and

(b) on June 30, 2027, the restrictions on Transfer set forth in Article IV.F(1) shall expire and all shares of Series L-2 Common Stock may be converted into the same number of shares of Class A Common Stock in accordance with Article IV.G.

(2) The Board shall have the authority to cause any certificate or statement of share ownership representing shares of Class L Common Stock to bear a restrictive legend summarizing the restrictions on Transfer set forth in Article IV.F(1), or if such shares of Class L Common Stock are uncertificated, to cause a summary of such restrictions on Transfer to be included in the notice or notices required to be delivered to the holders thereof in accordance with Section 151(f) of the DGCL.

(3) Any purported Transfer of Class L Common Stock not in accordance with Article IV.F(1) shall be void and shall not be recorded on the books of, or otherwise recognized by, the Corporation. In connection with any Transfer subject to Article IV.F(1), the transferor shall notify the Corporation and its transfer agent, as applicable, as to which provision of Article IV.F(1) such Transfer is being effected in compliance with and shall furnish such documents or other evidence as the Corporation or its transfer agent may reasonably request to verify such compliance.

G. Conversion and Exchange of Shares.

(1) Subject to Article IV.F, each share of Class L Common Stock may be converted into one fully paid and non-assessable share of Class A Common Stock at any time at the option of the holder of such share of Class L Common Stock. In order to exercise the conversion privilege, the holder of any shares of Class L Common Stock to be converted shall deliver to the Corporation written or electronic notice that the holder elects to convert shares of Class L Common Stock to the extent specified in such notice and, if such shares are certificated, such holder shall present and surrender the certificate or certificates representing such shares during usual business hours at the principal executive offices of the Corporation or, if any agent for the registration or transfer of shares of Class L Common Stock is then duly appointed and acting (the "Class L Transfer Agent"), at the office of the Class L Transfer Agent. If required by the Corporation, any certificate for shares of Class L Common Stock surrendered for conversion shall be accompanied by instruments of transfer, in form reasonably satisfactory to the Corporation and the Class L Transfer Agent duly executed by the holder of such shares or such holder's duly authorized representative. As promptly as practicable after the receipt of such notice and the surrender of the certificate or certificates representing such shares of Class L Common Stock as aforesaid and in any event within three days of the receipt of such notice and certificates, if such shares are certificated, the Corporation shall issue and deliver at such office to such holder, or on such holder's written order, a certificate or certificates for the number of full shares of Class A Common Stock (if certificated) issuable upon the conversion of such shares. To the extent such shares of Class L Common Stock as aforesaid are settled through the facilities of The Depository Trust Company or through the book entry facilities of the Class L Transfer Agent, the Corporation shall, upon such holder's written order, issue and deliver the

number of full shares of Class A Common Stock issuable upon the conversion of such shares through the facilities of The Depository Trust Company to the account of the participant of The Depository Trust Company designated by such holder or through the book entry facilities of the Class L Transfer Agent. Each conversion of shares of Class L Common Stock shall be deemed to have been effected on (i) the date on which such notice shall have been received by the Corporation, the Class L Transfer Agent (subject to receipt by the Corporation or the Class L Transfer Agent, as applicable, within five business days thereafter of any required instruments of transfer as aforesaid), or (ii) such later date specified in or pursuant to such notice, and the person or persons in whose name or names any certificate or certificates for shares of Class A Common Stock shall be issuable upon such conversion as aforesaid shall be deemed to have become on said date the holder or holders of record of the shares represented thereby.

(2) Notwithstanding anything in this Article IV.G to the contrary, any holder may withdraw or amend a notice of conversion, in whole or in part, prior to the effectiveness of the conversion, at any time prior to 5:00 p.m., New York City time, on the business day immediately preceding the date of the conversion (or any such later time as may be required by applicable law) by delivery of a written or electronic notice of withdrawal to the Corporation, the Class L Transfer Agent specifying (i) if applicable, the certificate numbers of the withdrawn shares of Class L Common Stock, (ii) if any, the number of shares of Class L Common Stock as to which the notice of conversion remains in effect and (iii) if the holder so determines, a new conversion date or any other new or revised information permitted in a notice of conversion. A notice of conversion may specify that the conversion is to be contingent (including as to timing) upon the consummation of a purchase by another person (whether in a tender or exchange offer, an underwritten offering or otherwise) of shares of the Class A Common Stock into which the Class L Common Stock is convertible, or contingent (including as to timing) upon the closing of an announced merger, consolidation or other transaction or event in which the Class A Common Stock would be exchanged or converted or become exchangeable for or convertible into cash or other securities or property.

H. Automatic Conversion of Class L Common Stock.

(1) Each outstanding share of Class L Common Stock will, automatically and without further action on the part of the Corporation or any holder of Class L Common Stock, convert into one fully paid and non-assessable share of Class A Common Stock (i) immediately prior to any Transfer of such Class L Common Stock by the initial registered holder thereof, other than a Permitted Transfer or (ii) upon the occurrence of the later of (x) June 30, 2027 and (y) the Triggering Event. Upon any conversion pursuant to this Article IV.H, the certificate or certificates that represented immediately prior thereto the shares of Class L Common Stock that were so converted, automatically and without further action, shall represent the same number of shares of Class A Common Stock without the need for surrender or exchange thereof. As promptly as practicable following a conversion pursuant to this Article IV.H, the Corporation shall deliver or cause to be delivered to any holder whose shares of Class L Common Stock have been converted as a result of such conversion the number of shares of Class A Common Stock deliverable upon such conversion registered in the name of such holder. To the extent such shares are settled through the facilities of The Depository Trust Company or through the book entry facilities of the Class L Transfer Agent, the Corporation will, upon the written instruction of such holder, deliver the shares of Class A Common Stock deliverable to such holder, through

the facilities of The Depository Trust Company, to the account of the participant of The Depository Trust Company designated by such holder or through the book entry facilities of the Class L Transfer Agent. Each share of Class L Common Stock that is converted pursuant to this Article IV.H shall thereupon be retired by the Corporation and shall not be available for reissuance.

(2) The Corporation may, from time to time, establish such policies and procedures relating to the conversion of the Class L Common Stock and the general administration of its multi-class common stock structure, including the issuance of stock certificates with respect thereto, as it may deem necessary or advisable, and may request that holders of shares of Class L Common Stock furnish affidavits or other proof to the Corporation as it deems necessary to verify the ownership of Class L Common Stock and to confirm that a conversion to Class A Common Stock has not occurred.

I. Unconverted Shares. If less than all of the shares of Class L Common Stock evidenced by a certificate or certificates surrendered to the Corporation are converted, the Corporation shall execute and deliver to, or upon the written order of, the holder of such certificate or certificates a new certificate or certificates evidencing the number of shares of Common Stock which are not converted without charge to the holder.

J. No Conversion Rights of Class A Common Stock. The Class A Common Stock shall not have any conversion rights.

K. Reservation of Shares of Class A Common Stock for Conversion Right. The Corporation will at all times reserve and keep available out of its authorized and unissued shares of Class A Common Stock, solely for the purposes of conversions of Class L Common Stock, the number of shares of Class A Common Stock that are issuable upon conversion of all outstanding shares of Class L Common Stock. The Corporation covenants that all the shares of Class A Common Stock that are issued upon conversion of such Class L Common Stock will, upon issuance, be validly issued, fully paid and non-assessable.

L. Distributions with Respect to Converted Shares. No conversion pursuant to this Article IV shall impair the right of the converting stockholder to receive any dividends or other distributions payable on shares so converted in respect of a record date that occurs prior to the effective date for such conversion. For the avoidance of doubt, no converting stockholder shall be entitled to receive, in respect of a single record date, dividends or other distributions both on shares that are converted by such stockholder and on shares received by such stockholder in such conversion.

M. Taxes. The issuance of shares of Class A Common Stock upon the conversion of shares of Class L Common Stock will be made without charge to the holders of the shares of Class L Common Stock for any transfer taxes, stamp taxes or duties or other similar tax in respect of the issuance; provided, however, that if any such shares of Class A Common Stock are to be issued in a name other than that of the then record holder of the shares of Class L Common Stock being converted, then such holder or the person in whose name such shares are to be delivered, shall pay to the Corporation the amount of any tax that may be payable in respect of

any transfer involved in the issuance or shall establish to the reasonable satisfaction of the Corporation that the tax has been paid or is not payable.

N. Voting Limitation. Notwithstanding anything to the contrary in this Certificate of Incorporation, the number of votes per share of each share of Class L Common Stock (each such share, the voting power of which is to be determined by this provision, the "Applicable Share") at a time when, but for this provision, the aggregate voting power of the Class L Common Stock would be equal to or greater than 79% of the total voting power of the outstanding shares of capital stock of the Corporation shall be equal to the following formula:

$$\frac{\left(\frac{(0.79 * y)}{0.21}\right)}{z}$$

where

Y = the aggregate voting power of all outstanding shares of capital stock of the Corporation that are not Class L Common Stock; and

Z = the number of shares of Class L Common Stock.

ARTICLE V

Board of Directors

A. Except as otherwise provided in this Certificate of Incorporation and the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board. Except as otherwise provided for or fixed pursuant to the provisions of Article IV.E relating to the rights of the holders of any series of Preferred Stock to elect additional Directors, the total number of directors constituting the whole Board shall be determined from time to time exclusively by the Board.

B. During any period when the holders of any series of Preferred Stock have the right to elect additional Directors as provided for or fixed pursuant to the provisions of Article IV.E ("Preferred Stock Directors"), upon the commencement, and for the duration, of the period during which such right continues: (i) the then total authorized number of Directors shall automatically be increased by such specified number of Preferred Stock Directors, and the holders of the related Preferred Stock shall be entitled to elect the Preferred Stock Directors pursuant to the provisions of the Board's designation for the series of Preferred Stock, and (ii) each such Preferred Stock Director shall serve until such Preferred Stock Director's successor shall have been duly elected and qualified, or until such Preferred Stock Director's right to hold such office terminates pursuant to such provisions, whichever occurs earlier, subject to his or her earlier death, resignation, disqualification or removal. Except as otherwise provided by the Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect Preferred Stock Directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such Preferred Stock Directors elected by the holders of such Preferred Stock, or elected to fill any vacancies resulting

from the death, resignation, disqualification or removal of such Preferred Stock Directors, shall forthwith terminate and the total and authorized number of Directors shall be reduced accordingly.

C. The Board (other than Preferred Stock Directors) shall be divided into three classes designated Class I, Class II and Class III. Each class shall consist, as nearly as possible, of one-third of the total number of such directors. Class I directors shall initially serve for a term expiring at the first annual meeting of stockholders following the date the Common Stock is first publicly traded (the "IPO Date"), Class II directors shall initially serve for a term expiring at the second annual meeting of stockholders following the IPO Date, and Class III directors shall initially serve for a term expiring at the third annual meeting of stockholders following the IPO Date. Commencing with the first annual meeting of stockholders following the IPO Date, each director of the class to be elected at each annual meeting shall be elected for a three-year term. If the total number of such directors is changed, any such additional director of any class elected to fill a newly created directorship resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case shall a decrease in the total number of directors remove or shorten the term of any incumbent director. Any such director shall hold office until the annual meeting at which his or her term expires and until his or her successor shall be elected and qualified, or his or her death, resignation, disqualification or removal from office. The Board is authorized to assign members of the Board to their respective class.

D. Subject to the rights of the holders of any one or more series of Preferred Stock then outstanding, any newly created directorship on the Board that results from an increase in the total number of directors and any vacancy occurring on the Board (whether by death, resignation, disqualification, removal or other cause) shall be filled by the affirmative vote of a majority of the directors then in office (even if less than a quorum), by a sole remaining director or by the stockholders; provided, however, that when the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any newly created directorship on the Board that results from an increase in the number of directors and any vacancy occurring on the Board shall be filled only by a majority of the directors then in office (even if less than a quorum), or by a sole remaining director (and not by stockholders). Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, disqualification or removal.

E. Except for Preferred Stock Directors, any or all of the directors may be removed at any time either with or without cause by the affirmative vote of a majority in voting power of all outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class; provided, however, that when the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any such director or all such directors may be removed only for cause and only by the affirmative vote of the holders of at least 75% of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE VI

Limitation of Liability

To the fullest extent permitted under the DGCL, no director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable. Any amendment or repeal of this Article VI shall not adversely affect any right or protection of a director or officer of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment or repeal.

ARTICLE VII

Amendments

A. The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation; provided, however, that, notwithstanding any provision of applicable law or any other provision of this Certificate of Incorporation that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the capital stock of this Corporation required by applicable law or by this Certificate of Incorporation, from and after the time when the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any amendment to Article II.B, Article V, Article VI, Article VIII, Article IX, Article X or this Article VII of this Certificate of Incorporation or repeal of this Certificate of Incorporation shall require the affirmative vote of the holders of at least 75% of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

B. The Board shall have the power to adopt, amend or repeal the By-Laws. Any adoption, amendment or repeal of the By-Laws by the Board shall require the approval of a majority of the directors then in office (even if less than a quorum). The stockholders shall also have power to adopt, amend or repeal the By-Laws; provided, however, that, from and after the time when the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any amendment to or repeal of the By-Laws (or the adoption of any provision inconsistent therewith) shall require the affirmative vote of the holders of at least 75% of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE VIII

Corporate Opportunities

A. Neither the Corporation nor any RHI 2 Party shall have any duty to refrain from engaging, directly or indirectly, in the same or similar activities or lines of business as the other entity, doing business with any potential or actual customer or supplier of the other entity, or employing or engaging or soliciting for employment any director, officer or employee of the other entity, and no director or officer of the Corporation shall be liable to the Corporation or any of its subsidiaries or any stockholder for breach of any fiduciary or other duty under statutory or common law, as a director or officer or controlling stockholder or otherwise, by reason of any such activities, or for the presentation or direction to, or participation in, any such activities by any RHI 2 Party. "RHI 2" shall mean, for purposes of this Article VIII only, RHI II, LLC and its affiliates (excluding the Corporation and its subsidiaries). "RHI 2 Party" shall mean, for purposes of this Article VIII only, RHI 2 or any officer, director, member, partner or employee thereof.

B. To the fullest extent permitted by applicable law:

(1) The Corporation, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Corporation and its subsidiaries in any business opportunity, transaction or other matter in which any RHI 2 Party participates or desires or seeks to participate in, even if the opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so; and

(2) Each such RHI 2 Party shall have no duty to communicate or offer such business opportunity to the Corporation and shall not be liable to the Corporation or any of its subsidiaries or any stockholder for breach of any fiduciary or other duty under statutory or common law, as a director or officer or controlling stockholder or otherwise, by reason of the fact that such RHI 2 Party pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries; and shall be deemed to have fully satisfied and fulfilled such person's duties to the Corporation and its stockholders with respect to such business opportunity and to have acted in accordance with the standard of care set forth in the DGCL, or any successor statute, or law that is otherwise applicable to such RHI 2 Parties under the Delaware law.

C. Notwithstanding the foregoing, the Corporation, on behalf of itself and its subsidiaries, does not hereby renounce any interest or expectancy it or its subsidiaries may have in any business opportunity, transaction or other matter that is offered to a RHI 2 Party who is a director or officer of the Corporation and who is offered such opportunity solely in his or her capacity as a director or officer of the Corporation, as reasonably determined by such RHI 2 Party.

D. Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation or the By-Laws, nor, to the fullest extent permitted

by Delaware law, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification.

E. This Article VIII shall not limit any protections or defenses available to, or indemnification rights of, any director or officer of the Corporation under this Certificate of Incorporation, the By-Laws or applicable law.

ARTICLE IX

Section 203

A. The Corporation shall not be governed by Section 203 of the DGCL ("Section 203"), and the restrictions contained in Section 203 shall not apply to the Corporation.

B. Notwithstanding the foregoing, the Corporation shall not engage in any business combination (as defined below), at any point in time at which the Corporation's Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, with any interested stockholder (as defined below) for a period of three years following the time that such stockholder became an interested stockholder, unless:

(1) prior to such time, the Board approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;

(2) upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

(3) at or subsequent to such time, the business combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least two thirds of the outstanding voting stock of the Corporation that is not owned by the interested stockholder.

C. For purposes of this Article IX, references to:

(1) "associate" when used to indicate a relationship with any person, means: (i) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock; (ii) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

(2) "business combination," when used in reference to the Corporation and any interested stockholder of the Corporation, means:

(a) (i) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation with the interested stockholder, or (ii) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation Article IX.B is not applicable to the surviving entity;

(b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

(c) any transaction that results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (i) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (ii) pursuant to a merger under Section 251(g) of the DGCL; (iii) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (iv) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (v) any issuance or transfer of stock by the Corporation; provided, however, that in no case under items (iii) through (v) of this subsection (c) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

(d) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation that has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary that is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

(e) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted in subsections (i) through (iv) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(3) "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of a corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Article IX, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

(4) "interested stockholder" means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of 15% or more of the outstanding voting stock of the Corporation, or (ii) is an affiliate or associate of the Corporation and was the owner of 15% or more of the outstanding voting stock of the Corporation at any time within the three-year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder; and the affiliates and associates of such person; but "interested stockholder" shall not include (a) RHI 2 or any Rock Equityholder or any of their respective affiliates or successors or any "group," or any member of any such group, to which such persons are a party under Rule 13d-5 of the Exchange Act, or (b) any person whose ownership of shares in excess of the 15% limitation set forth herein is the result of any action taken solely by the Corporation; provided that in the case of clause (b), such person shall be an interested stockholder if thereafter such person acquires additional shares of voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of "owner" below but shall not include any other unissued stock of the Corporation that may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(5) "owner," including the terms "own" and "owned," when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates:

(a) beneficially owns such stock, directly or indirectly; or

(b) has (i) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's affiliates or associates until such tendered stock is accepted for purchase or exchange; or (ii) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or

consent given in response to a proxy or consent solicitation made to ten or more persons; or

(c) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in item (b) of subsection (ii) above), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

(6) "person" means any individual, corporation, partnership, unincorporated association or other entity.

(7) "stock" means, with respect to any corporation, capital stock and, with respect to any other entity, any equity.

(8) "voting stock" means stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference to a percentage of voting stock shall refer to such percentages of the votes of such voting stock.

ARTICLE X

Stockholder Matters

A. Until such time as the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. From and after the time when the Gilberts and their Permitted Transferees first cease to beneficially own, in the aggregate, more than 50% in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders.

B. Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time only by or at the direction of the Board, the chairman of the Board or the Chief Executive Officer of the Corporation. Business transacted at special meetings of stockholders shall be confined to the purpose or purposes stated in the notice of meeting.

C. Advance notice of stockholder nominations for the election of directors of the Corporation and of business to be brought by stockholders before any meeting of stockholders of the Corporation shall be given in the manner provided in the By-Laws.

D. Any person purchasing or otherwise acquiring any interest in any securities of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Certificate of Incorporation.

ARTICLE XI

Exclusive Forums

A. Unless the Corporation consents in writing to the selection of an alternative forum, and subject to applicable jurisdictional requirements, the exclusive forums for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the By-Laws, or (iv) any action asserting a claim governed by the internal affairs doctrine shall be either the Third Judicial Circuit, Wayne County, Michigan (or, if the Third Judicial Circuit, Wayne County, Michigan lacks jurisdiction over such action or proceeding, then another state court of the State of Michigan or, if no state court of the State of Michigan has jurisdiction, then the United States District Court for the Eastern District of Michigan) or the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction over such action or proceeding, then another state court of the State of Delaware or, if no state court of the State of Delaware has jurisdiction, then the United States District Court for the District of Delaware). This Article XI.A shall not apply to claims arising under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or other federal securities laws for which there is exclusive federal or concurrent federal and state jurisdiction.

B. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended.

* * * *

[Signature appears on next page]

IN WITNESS WHEREOF, the undersigned, being an authorized officer of the Corporation, has executed, signed and acknowledged this Certificate of Incorporation as of this 30th day of June, 2025.

ROCKET COMPANIES, INC.

By: /s/ Tina V. John
Name: Tina V. John
Title: Corporate Secretary

[Signature Page to Certificate of Incorporation]

EXHIBIT 10.1

AMENDMENT NO. 1 TO TAX RECEIVABLE AGREEMENT

Amendment, dated as of June 30, 2025 (this "Amendment") among Rocket Companies, Inc., a Delaware corporation (the "Corporate Taxpayer"), Daniel Gilbert ("Gilbert"), Rock Holdings Inc., a Michigan corporation ("RHI") and RHI II, LLC, a Michigan limited liability company ("RHI II" and, together with Gilbert and along with each of the successors and assigns thereto, the "Members") (collectively, the "Parties"), to the Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Corporate Taxpayer and the other parties thereto executed and delivered a Tax Receivable Agreement, dated as of August 5, 2020 (the "Agreement") pursuant to which the parties thereto agreed the allocation of certain payments due in connection with the Exchanges as provided in the Agreement;

WHEREAS, on June 30, 2025, RHI II executed and delivered a joinder pursuant to Section 7.02(b) of the Agreement and became a "Member" for all purposes of the Agreement;

WHEREAS, on March 9, 2025, the Corporate Taxpayer, RHI, Gilbert, RHI II, Eclipse Sub, Inc., a Delaware corporation and a direct wholly owned Subsidiary of the Corporate Taxpayer ("Merger Sub 1") and Rocket GP, LLC, a Delaware limited liability company and a direct wholly owned Subsidiary of the Corporate Taxpayer ("Merger Sub 2" and together with Merger Sub 1, the "Merger Subs") entered into a Transaction Agreement (the "Transaction Agreement") pursuant to which it was contemplated that, among other transactions, an internal reorganization would occur whereby RHI and the Corporate Taxpayer would undergo a series of transactions, whereby RHI merges with a subsidiary of the Corporate Taxpayer, resulting in RHI becoming a subsidiary of the Corporate Taxpayer;

WHEREAS, pursuant to the terms of the Transaction Agreement, in connection with such internal reorganization it was contemplated that, following the Mergers (as defined therein) and prior to the DG Exchange (as defined therein), the Parties hereto would amend the Agreement so as to terminate the Agreement with respect to any Exchanges that occur on or following the date of the Transaction Agreement;

WHEREAS, the Parties hereby desire to make certain amendments to the Agreement for any Exchanges that occur on or following such date; and

WHEREAS, the audit committee of the board of directors of the Corporate Taxpayer has approved the Transaction Agreement and the transactions contemplated thereby, including this Amendment, in accordance with the Corporate Taxpayer's related person transactions policy.

Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Amendment to Article IV of the Agreement. Section 4.05 shall be added to Article IV of the Agreement as follows:

"Section 4.05 Termination with respect to Future Exchanges. Notwithstanding any other provision of this Agreement to the contrary, no payment under this Agreement shall be made with respect to any Exchange, including, for the avoidance of doubt, the DG Exchange, that occurs on or after, or is deemed to occur on or after, March 9, 2025, and this Agreement shall be considered terminated with respect to such Exchanges, *provided* that, notwithstanding such termination, all obligations of the Corporate Taxpayer and its subsidiaries to make payments arising under this Agreement with respect to any Exchanges completed prior to March 9, 2025 shall remain outstanding and subject to the provisions of this Agreement."

2. Miscellaneous. Sections 7.01 through 7.09, 7.12, 7.13 and 7.14 of the Agreement shall apply to this Amendment, *mutatis mutandis*. No amendment to the Agreement shall be required to the extent any entity becomes a successor of any of the parties thereto.

[Signature pages follow]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the undersigned as of the date first above written.

ROCKET COMPANIES, INC.

By: /s/ Noah Edwards
Name: Noah Edwards
Title: Chief Accounting Officer

ROCK HOLDINGS INC.

By: /s/ Matthew Rizik
Name: Matthew Rizik
Title: Chief Financial Officer

DANIEL GILBERT

By: /s/ Daniel Gilbert
Daniel Gilbert

RHI II, LLC

By: /s/ Matthew Rizik
Name: Matthew Rizik
Title: Chief Financial Officer

EXHIBIT 10.2

Joinder

This JOINDER (this "Joinder") to the Tax Receivable Agreement (as defined below), dated as of June 30, 2025, by and among Rocket Companies, Inc., a Delaware corporation (the "Corporate Taxpayer"), and RHI II, LLC, a Michigan limited liability company ("Permitted Transferee").

WHEREAS, on June 24, 2025, Permitted Transferee acquired (the "Acquisition") the right to receive any and all payments that may become due and payable under the Tax Receivable Agreement pursuant to the Contribution Agreement, dated as of June 24, 2025, by and between Rock Holdings Inc., a Michigan corporation ("Transferor") and Permitted Transferee, with respect to certain Common Units that were previously Exchanged and are described in greater detail in Annex A hereto (collectively, "Interests" and, together with all other interests hereinafter acquired by the Permitted Transferee from Transferor, the "Acquired Interests") from Transferor; and

WHEREAS, Transferor, in connection with the Acquisition, has required Permitted Transferee to execute and deliver this Joinder pursuant to Section 7.02(b) of the Tax Receivable Agreement, dated as of August 5, 2020, by and among the Corporate Taxpayer and each Member (as defined therein) (the "Tax Receivable Agreement").

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1.01 Definitions. To the extent capitalized words used in this Joinder are not defined in this Joinder, such words shall have the respective meanings set forth in the Tax Receivable Agreement.

Section 1.02 Joinder. Permitted Transferee hereby acknowledges and agrees to become a "Member" (as defined in the Tax Receivable Agreement) for all purposes of the Tax Receivable Agreement. Permitted Transferee hereby acknowledges the terms of Section 7.02(b) of the Tax Receivable Agreement and agrees to be bound by Section 7.12 of the Tax Receivable Agreement.

Section 1.03 Notice. Any notice, request, consent, claim, demand, approval, waiver or other communication hereunder to Permitted Transferee shall be delivered or sent to Permitted Transferee at the address set forth on the signature page hereto in accordance with Section 7.01 of the Tax Receivable Agreement.

Section 1.04 Governing Law. This Joinder shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such State that would result in the application of the laws of any other State.

IN WITNESS WHEREOF, this Joinder has been duly executed and delivered by Permitted Transferee as of the date first above written.

RHI II, LLC

By: /s/ Matthew Rizik
Name: Matthew Rizik
Title: Chief Financial Officer

Address for notices:

Matthew Rizik
1074 Woodward Ave.
Detroit, MI 48226
Email: [***]

Annex A

Exchange	Number of Common Units
August 6, 2020 Exchange	100,000,000
September 9, 2020 Exchange	15,000,000
March 31, 2021 Exchange	20,200,000

EXHIBIT 10.3

INDEMNITY AGREEMENT

This **INDEMNITY AGREEMENT** (this "Agreement"), dated as of June 30, 2025, is entered into by and among **ROCKET COMPANIES, INC.**, a Delaware corporation ("Rocket") and **RHI II, LLC**, a Michigan limited liability company ("RHI 2"). Capitalized terms used herein have the meanings ascribed thereto in Section 1.1 and used but not defined herein shall have the meanings ascribed to such terms in the Transaction Agreement (as defined below).

RECITALS:

WHEREAS, Rocket, Rock Holdings Inc., a Michigan corporation ("RHI"), Eclipse Sub, Inc., a Michigan corporation and a direct wholly owned Subsidiary of Rocket ("Merger Sub 1"), Rocket GP, LLC, a Michigan limited liability company and a direct wholly owned Subsidiary of Rocket ("Merger Sub 2" and together with Merger Sub 1, the "Merger Subs"), Daniel Gilbert ("DG") and RHI 2, have entered into the Transaction Agreement, dated as of March 9, 2025 (the "Transaction Agreement"), pursuant to which, among other things and subject to the terms and conditions set forth therein, (a) RHI shall cause the Pre-Closing Reorganization to take effect, including to contribute all of its assets and liabilities to RHI 2 except for the Retained RHI Assets and Liabilities, (b) following the Pre-Closing Reorganization, Merger Sub 1 shall be merged with and into RHI (the "First Merger"), with RHI as the surviving entity in the First Merger and becoming a direct wholly owned Subsidiary of Rocket, and (c) following the First Merger, RHI shall be merged with and into Merger Sub 2 (the "Second Merger" and together with the First Merger, the "Mergers"), with Merger Sub 2 as the surviving entity in the Second Merger and remaining a direct wholly owned Subsidiary of Rocket, (the Pre-Closing Reorganization, the Mergers and the other transactions contemplated by the Transaction Agreement, collectively referred to herein as the "Transactions"); and

WHEREAS, in connection with the Transactions, RHI 2 has agreed to indemnify the Indemnified Parties (as defined herein) on the terms and conditions provided herein.

NOW, **THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms have the corresponding meanings:

"Action" means any demand, action, claim, suit, countersuit, litigation, arbitration, prosecution, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation whether or not commenced, brought, conducted or heard by or before, or otherwise involving, any court, grand jury or other Governmental Entity or any arbitrator or arbitration panel.

"Affiliates" shall mean, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such Person; provided, however, that, except where otherwise expressly provided, for the purposes of this Agreement, the Rocket Entities shall not be considered Affiliates of RHI 2 or any Subsidiary of RHI 2, and RHI 2 and the Subsidiaries of RHI 2 shall not be considered Affiliates of Rocket or any other Rocket Entities.

"Business Day" means any day other than (a) Saturday or Sunday or (b) any other day on which banks in New York City are permitted or required to be closed.

"Closing" has the meaning ascribed to such term in the Transaction Agreement.

"Closing Date" means the date on which the Closing occurs.

"Code" means the Internal Revenue Code of 1986.

"Company Related Party Merger" means any merger, consolidation, share exchange, business combination, reorganization or other similar transaction involving only RHI 2 and one or more wholly owned Subsidiaries of RHI 2.

"Consideration Schedule" has the meaning ascribed to such term in the Transaction Agreement.

"Exchange Act" means the Securities Exchange Act of 1934.

"GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

"Governmental Entity" means any national, federal, state, or local, domestic or foreign, governmental, regulatory or administrative authority, branch, agency or commission or any court, tribunal or judicial body.

"Holdings" means Rocket Limited Partnership, a Michigan limited partnership and successor to Rocket, LLC.

"Holdings LLCA" means the Third Amended and Restated Operating Agreement of Holdings, dated as of July 15, 2024.

"Holdings LPA" means the Amended and Restated Operating Agreement of Rocket Limited Partnership, dated as of June 30, 2025.

"Income Tax" has the meaning ascribed to such term in the Transaction Agreement.

"Income Tax Return" has the meaning ascribed to such term in the Transaction Agreement.

"Law" means any federal, state, local or foreign law, statute, code, directive, ordinance, rule, regulation, order, judgment, writ, stipulation, award, injunction or decree.

"Liability" means all indebtedness, obligations and other liabilities, whether absolute, accrued, matured, contingent (or based upon any contingency), known or unknown, asserted or unasserted, fixed or otherwise, or whether due or to become due, including any fines, penalties, losses, costs, interest, charges, expenses, damages, assessments, deficiencies, judgments, awards, settlements, any form of injunctive relief or prohibitions.

"Losses" means any and all damages, losses, deficiencies, obligations, Taxes, liabilities, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the fees and expenses as a result of any and all Actions, demands, causes of action, assessments, judgments, settlements and compromises relating thereto and the reasonable and documented costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses) incurred in the investigation or defense thereof or in asserting, preserving or enforcing an Indemnified Party's rights hereunder, whether in connection with a Third-Party Claim or otherwise.

"Merger Consideration" has the meaning ascribed to such term in the Transaction Agreement.

"Mergers" has the meaning ascribed to such term in the Transaction Agreement.

"Pass-Through Tax Return" means any Income Tax Return of RHI in respect of which items of income, deduction, credit, gain or loss are allocated or passed through to be reported on a Tax Return of the shareholders of RHI.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or group (as defined in the Exchange Act).

"Pre-Closing Period" shall mean any Tax period (or portion thereof) ending on or prior to the Closing Date, including the portion of any Straddle Period at the end of the Closing Date.

"Retained RHI Assets and Liabilities" has the meaning ascribed to such term in the Transaction Agreement.

"RHI Group" has the meaning ascribed to such term in the Transaction Agreement.

"RHI Pre-Closing Reorganization" has the meaning ascribed to such term in the Transaction Agreement.

"Rocket Entity" or "Rocket Entities" means and includes each of Rocket and its Subsidiaries.

"Straddle Period" means any taxable period beginning on or before the Closing Date and ending after the Closing Date.

"Subsidiaries" has the meaning ascribed to such term in the Transaction Agreement.

"Tax" or "Taxes" has the meaning ascribed to such term in the Transaction Agreement.

"Tax Return" has the meaning ascribed to such term in the Transaction Agreement.

"Taxing Authority" has the meaning ascribed to such term in the Transaction Agreement.

"TRA" means the Tax Receivable Agreement, dated as of August 5, 2020, by and among Rocket, RHI and DG, as amended.

"Treasury Regulations" means the Treasury regulations promulgated under the Code.

ARTICLE II

INDEMNIFICATION

2.1 RHI 2 hereby covenants and agrees, on the terms and subject to the limitations set forth in this Article II, from and after the Closing, to indemnify and hold harmless Rocket, its Subsidiaries and its and their respective current and former directors, members, officers and employees, and each of the heirs, executors, trustees, administrators, successors and assigns of any of the foregoing (the "Rocket Indemnified Parties") from and against any Losses imposed upon or incurred by the Rocket Indemnified Parties to the extent arising out of, resulting from, or relating to any of the following:(a)any liabilities of RHI, Rocket Community Fund, Woodward Insurance LLC or Woodward Insurance Holdings LLC existing or arising prior to the Closing Date to the extent such liabilities do not relate to the business conducted by Rocket, Holdings or their respective Subsidiaries;

(b) without limiting the foregoing clause (a), any assets or liabilities that were required to be contributed by RHI or any of its Subsidiaries to RHI 2 or any of its Subsidiaries pursuant to the RHI Pre-Closing Reorganization;

(c) any Actions (including any exercise of appraisal or dissenters' rights or fiduciary duty claims) by any equityholders of RHI, in each case, with respect to actions taken prior to the Closing by RHI or any of its Affiliates or any directors, officers, employees or representatives of any of the foregoing or in connection with the Transactions contemplated by the Transaction Agreement;

(d) any errors, inaccuracies or omissions in any information set forth in the Consideration Schedule, and any claims asserted or held by any current, former or alleged equityholders of RHI alleging that such Person is owed or entitled to any consideration in connection with the First Merger other than as set forth in the Consideration Schedule;

(e) any Taxes of any member of the RHI Group (including any and all liability for Taxes as a result of being (or ceasing to be) a member of an affiliated, consolidated, combined, unitary or aggregate group (or being included (or being required to be included) in any Tax Return related to such group) for any Pre-Closing Period, including (1) Taxes paid by Holdings that are attributable to the RHI Group or its owners (including withholding or composite Tax Returns) and (2) Taxes of any Straddle Period that are properly allocable to the Pre-Closing Period pursuant to Section 3.4;

(f) any Withholding Advances (as defined in the Holdings LLCA and the Holdings LPA) (including interest thereon) required or made on behalf of or with respect to RHI (including penalties imposed with respect thereto) with respect to any Pre-Closing Period and any liability of RHI pursuant to Section 6.01 of the Holdings LLCA and the Holdings LPA; and

(g) the matters set forth on Schedule I attached hereto.

For the avoidance of doubt, other than pursuant to Sections 2.1(e) and 2.1(f), RHI 2 shall have no obligation to indemnify the Rocket Indemnified Parties for Losses to the extent arising out of, resulting from, or relating to (i) the Retained RHI Assets and Liabilities (as defined in the Transaction Agreement) or (ii) liabilities of RHI (and any successor entity to RHI) arising after the Closing.

2.2 Rocket hereby covenants and agrees, on the terms and subject to the limitations set forth in this Article II, from and after the Closing, to indemnify and hold harmless RHI 2, its Subsidiaries and its and their respective current and former directors, members, officers and employees, and each of the heirs, executors, trustees, administrators, successors and assigns of any of the foregoing (the "RHI 2 Indemnified Parties") from and against any Losses imposed upon or incurred by the RHI 2 Indemnified Parties to the extent arising out of, resulting from, or relating to any of the following:

(a) any liabilities of RHI arising after the Closing (other than Tax liabilities allocable to the Pre-Closing Period pursuant to Section 3.4 or Tax liabilities of the RHI Indemnified Parties pursuant to Section 3.7); and

(b) any Actions (including any exercise of appraisal or dissenters' rights or fiduciary duty claims) by any equityholders of Rocket arising after the Closing, in each case, with respect to actions taken after the Closing by Rocket or any of its Affiliates or any directors, officers, employees or representatives of any of the foregoing.

2.3

(a) In connection with any potential demand for indemnification pursuant to Section 2.1 or Section 2.2, the party that may be entitled to indemnification (the "Indemnified Party") will give the party liable for such indemnification (the "Indemnifying Party") prompt written notice whenever it believes in good faith that the Indemnified Party has suffered or incurred, or may suffer or incur, any Losses for which it is entitled to indemnification under Section 2.1 or Section 2.2, and, if and when known, the facts constituting the basis for such claim and the projected amount of such Losses (which shall not be conclusive as to the amount of such Losses), in each case in reasonable detail. Without limiting the generality of the foregoing, in the case of any Action commenced by a third party for which indemnification is being sought (a "Third-Party Claim"), such written notice will be given no later than thirty (30) days following receipt by the Indemnified Party of written notice of such Third-Party Claim. Failure by any Indemnified Party to so notify the Indemnifying Party will not affect the rights of such Indemnified Party hereunder except and only to the extent that such failure has an actual and material prejudicial effect on the defenses or other rights available to the Indemnifying Party with respect to such Third-Party Claim.

(b) After receipt of a written notice pursuant to Section 2.3(a) with respect to any Third-Party Claim, the Indemnifying Party will be entitled, if it so elects, to take control of the defense and investigation with respect to such Third-Party Claim and to employ and engage attorneys to handle and defend such claim, at the Indemnifying Party's cost, risk and expense, upon written notice to the Indemnified Party of such election. The Indemnifying Party will not settle any Third-Party Claim that is the subject of indemnification without the written consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that, after reasonable notice, the Indemnifying Party may settle a claim without the Indemnified Party's consent if such settlement (A) makes no admission or acknowledgment of Liability or culpability with respect to the Indemnified Party, (B) includes a complete, unconditional written release of the Indemnified Party and its Affiliates from all Losses in connection with such Third-Party Claim, (C) does not seek any injunctive or other equitable relief (other than customary confidentiality obligations with respect to the terms of a settlement) against the Indemnified Party or any of its Affiliates (including any equitable remedies upon the Indemnified Party or any of its Affiliates), (D) would not lead to the creation of a financial obligation on the part of the Indemnified Party or any of its Affiliates and (E) does not adversely affect the conduct of the business of the Indemnified Party or any of its Affiliates. The Indemnifying Party and the Indemnified Party shall each use commercially reasonable efforts in good faith to cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including, upon the reasonable request of the defending party, providing copies of records within the non-defending party's possession or control relating to such Third-Party Claim and making available, without expense (other than reimbursement of actual out-of-pocket expenses), representatives of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim. The Indemnified Party may, at its own cost, participate in any investigation, trial and defense of any Third-Party Claim controlled by Indemnifying Party and any appeal arising therefrom, including participating in the process with respect to the potential settlement or compromise thereof. If the Indemnified Party has been advised by its counsel that there may be one or more legal defenses available to the Indemnified Party that conflict with those available to, or that are not available to, the Indemnifying Party ("Separate Legal Defenses"), or that there may be actual or potential differing or conflicting interests between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such Third-Party Claim, the Indemnified Party will have the right, at the expense of the Indemnifying Party, to engage separate counsel reasonably acceptable to the Indemnifying Party to handle and defend such Third-Party Claim; provided, that, if such Third-Party Claim can be reasonably separated between those portion(s) for which Separate Legal Defenses are available ("Separable Claims") and those for which no Separate Legal Defenses are available, the Indemnified Party will instead have the right, at the expense of the Indemnifying Party, to engage separate counsel reasonably acceptable to the Indemnifying Party to handle and defend the Separable Claims, and the Indemnifying Party will not have the right to control the defense or investigation of such Separable Claims (and, in which case, the Indemnifying Party will have the right to control the defense or investigation of the remaining portion(s) of such Third-Party Claim).

(c) If, after receipt of a written notice pursuant to Section 2.3(a) with respect to any Third-Party Claim as to which indemnification is available hereunder, the Indemnifying Party does not undertake to defend the Indemnified Party against such Third-Party Claim, whether by not giving the Indemnified Party timely notice of its election to so defend or otherwise, the Indemnified Party may, but will have no obligation to, assume its own defense, at the expense of

the Indemnifying Party (including reasonable and documented attorneys' fees and costs), it being understood that the Indemnified Party's right to indemnification for such Third-Party Claim shall not be adversely affected by its assuming the defense of such Third-Party Claim. The Indemnifying Party will be bound by the result obtained with respect thereto by the Indemnified Party; provided, that the Indemnified Party may not settle any lawsuit or Action with respect to which the Indemnified Party is entitled to indemnification hereunder without the written consent of the Indemnifying Party, which written consent will not be unreasonably withheld, conditioned or delayed; provided, further, that such written consent shall not be required if (i) the Indemnifying Party does not have the right to control the defense of the entirety of such Third-Party Claim pursuant to Section 2.3(b) or (ii) the Indemnifying Party does not have the right to control the defense of any Separable Claims pursuant to Section 2.3(b) (in which case such settlement may only apply to such Separable Claims), the Indemnified Party provides reasonable notice to the Indemnifying Party of the settlement, and such settlement (A) makes no admission or acknowledgment of Liability or culpability with respect to the Indemnifying Party, (B) includes a complete, unconditional written release of the Indemnifying Party and its Affiliates from all Losses in connection with the settled portion of such Third-Party Claim, (C) does not impose any injunctive or other equitable relief (other than customary confidentiality obligations with respect to the terms of a settlement) against the Indemnifying Party or any of its Affiliates (including any equitable remedies upon the Indemnifying Party or any of its Affiliates), (D) would not lead to the creation of a financial obligation on the part of the Indemnifying Party or any of its Affiliates and (E) does not adversely affect the conduct of the business of the Indemnifying Party or any of its Affiliates.

2.4 In no event (i) will an Indemnifying Party be liable to any Indemnified Party for any consequential, indirect, speculative, incidental, special or punitive damages; provided, that the foregoing limitations shall not limit the Indemnifying Party 's indemnification obligations to the extent such Losses are awarded by a court of competent jurisdiction in connection with a Third-Party Claim or are reasonably foreseeable or (ii) will an Indemnified Party be able to recover more than once in respect of the same Loss.

2.5 An Indemnified Party shall use and cause its Subsidiaries to use commercially reasonable efforts to mitigate any Loss for which any of them could be entitled to indemnification under Section 2.1 or Section 2.2 upon becoming aware of any event which would reasonably be expected to, or does actually, give rise thereto.

2.6 The Indemnifying Party and the Indemnified Party shall use commercially reasonable efforts to avoid production of confidential information, and to cause all communications among employees, counsel and others representing any party with respect to a Third-Party Claim to be made so as to preserve any applicable attorney-client or work-product privilege.

2.7 Rocket shall be entitled, at any time, by giving RHI 2 written notice to this effect, to set off any amount due and payable by RHI 2 to Rocket pursuant to the TRA or any other agreements by and between Rocket and RHI 2, against, in order of maturity, any and all payments at any time and from time to time due by Rocket to RHI 2, as applicable, pursuant to this Agreement.

2.8 The remedies provided in this Article II shall be cumulative and shall not preclude assertion by any Indemnified Party of any other rights or the seeking of any and all other remedies against an Indemnifying Party, subject to Section 2.4.

2.9 The remedies provided in this Article II shall be the sole and exclusive remedies for any claims that any party may at any time suffer or incur or become subject to as a result of or in connection with the Transaction Agreement (including liabilities or losses from claims for breach of contract, warranty, tortious conduct (including negligence) or otherwise and whether predicated on common law, statute, strict liability or otherwise), other than claims arising out of or relating to fraud. Each party hereby waives any provision of Law to the extent that it would limit or restrict the agreement contained in this Section 2.9.

2.10 In the event of any action (including arbitration) to enforce or interpret this Agreement, the non-prevailing party shall indemnify the prevailing party against any and all reasonable fees, costs and expenses (including attorneys' fees), incurred in connection with the enforcement of his, her or its rights under this Article II. To the extent that Article II or Article III of this Agreement are inconsistent on matters relating to Taxes, Article III shall govern.

2.11 RHI II agrees to comply with the provisions set forth on Schedule II hereto.

ARTICLE III

TAX MATTERS

3.1 Except to the extent otherwise required pursuant to a "determination" (within the meaning of Section 1313(a) of the Code or any similar provision of state, local or foreign Law), the parties shall treat any and all payments under this Agreement as an adjustment to the Merger Consideration for U.S. Tax purposes and, to the extent permitted by applicable Law, non-U.S. Tax purposes.

3.2 Tax Returns. RHI 2 shall prepare and file, or cause to be prepared and filed, all Tax Returns of RHI and its Subsidiaries for any Pre-Closing Period ("RHI-Prepared Tax Returns") other than any Tax Returns for a Straddle Period. All such Tax Returns shall be prepared in a manner consistent with past practice, except as otherwise required by Law. Rocket will timely prepare or cause to be prepared and will timely file or cause to be filed all Tax Returns for RHI and its Subsidiaries for a Straddle Period ("Rocket-Prepared Tax Returns"). Such Rocket-Prepared Tax Returns shall be prepared in a manner consistent with past practice, except as otherwise required by Law. In each case, the party required to prepare and file a Tax Return pursuant to this Section 3.2 (the "Preparing Party") shall deliver or cause to be delivered to the party other than the party that is required to prepare and file any such Tax Return pursuant to this Section 3.2 (the "Reviewing Party") any Tax Return at least fifteen (15) Business Days prior to the due date for any such Tax Return so that the Reviewing Party may have an opportunity to review such Tax Return, and the Preparing Party shall consider in good faith any comments received from the Reviewing Party. RHI 2 shall pay to Rocket any Taxes for which RHI 2 is responsible pursuant to this Agreement or the Transaction Agreement that are shown as due on an RHI-Prepared Tax Return or a Rocket-Prepared Tax Return at least two (2) Business Days before such amounts are due to the relevant Taxing Authorities.

3.3 Tax Contests. Rocket and RHI 2 shall notify each other in writing and provide any written correspondence received from the relevant Taxing Authority with respect thereto reasonably promptly after receipt of notice of any pending or threatened administrative or judicial proceeding with respect to (i) any Pass-Through Tax Return or (ii) any Tax Return to the extent that the positions taken on such Tax Return reasonably relate to Taxes for which RHI 2 is responsible pursuant to this Agreement or the Transaction Agreement (a "Tax Contest"). RHI 2 may choose to control the defense of any such Tax Contest that relates solely to a Pre-Closing Period at the sole expense of RHI 2 and Rocket shall have the right to participate in any such Tax Contest at its own expense. Rocket shall control the defense of any such Tax Contest that relates to a Straddle Period at the sole expense of Rocket and RHI 2 shall have the right to participate in any such Tax Contest at its own expense. The party that controls such Tax Contest pursuant to this Section 3.3 shall keep the other party informed as to the status of such Tax Contest and shall not settle, compromise and/or concede such Tax Contest without the consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

3.4 Straddle Periods. The parties shall utilize the following conventions for determining the amount of Taxes attributable to the portion of the Straddle Period ending on the Closing Date: (i) in the case of property Taxes and other similar Taxes imposed on a periodic basis, the amount attributable to the portion of the Straddle Period ending on the Closing Date shall equal the Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period; and (ii) in the case of all other Taxes (including income Taxes, sales Taxes, value-added Taxes, employment Taxes, withholding Taxes), the amount attributable to the portion of the Straddle Period ending on the Closing Date shall be determined using a "closing of the books methodology" as if the Tax year or period ended on the Closing Date; provided, that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending on the Closing Date and the period beginning after the Closing Date in proportion to the number of calendar days in each period.

3.5 Cooperation on Tax Matters. The parties agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information (including access to books and records) and assistance relating to RHI and other members of the RHI Group as is reasonably requested for the filing of any Tax Returns and the preparation, prosecution, defense or conduct of any Tax Contest. Any Tax information obtained under this Section 3.5 shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting any audit, examination or other Tax proceeding. Rocket and RHI 2 agree that the sharing of information and cooperation contemplated by this Section 3.5 shall be done in a manner so as not to interfere unreasonably with the conduct of the business of the parties. Rocket and RHI 2 agree to retain all books and records with respect to Tax matters pertinent to RHI relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Rocket and RHI 2, any extensions thereof) of the respective taxable periods.

3.6 Pre-Closing Periods. From and after the Closing Date, without the consent of RHI 2 (which shall not be unreasonably withheld, conditioned, or delayed), Rocket shall not, and shall not permit any of its Affiliates (including RHI) to, take any of the following actions with respect

to Tax matters of the RHI Group from a Pre-Closing Period that would reasonably be expected to result in adverse Tax consequences to RHI 2 or its members: (A) make any material Tax election, (B) amend any income or other material Tax Return or (C) initiate any voluntary disclosure, in each case except as required by a "determination" within the meaning of Section 1313(a) of the Code or required by applicable Law. Rocket shall not, and shall not permit any of its Affiliates (including RHI) to take any action outside the ordinary course of business on the Closing Date after the Closing, except to the extent contemplated by this Agreement. Rocket shall not make, and shall cause its Affiliates (including RHI) not to make any entity classification election for RHI pursuant to Treasury Regulations Section 301.7701-3), which election would be effective on or prior to the Closing Date.

3.7 Push-Out Election. If Holdings makes a "push out" election under Section 6226 of the Code (or any similar provision of state and local Tax Law) with respect to any audit, claim for refund, or administrative or judicial proceeding involving any asserted Tax liability relating to partnership income of Holdings for a Pre-Closing Period, Rocket may cause (and RHI 2 shall cooperate, if requested by Rocket to cause) RHI (or its successor) to push out any asserted Tax Liability to RHI's former shareholders including by furnishing pass-through statements to RHI's former shareholders pursuant to Section 6226(b)(4)(A)(ii)(I) of the Code and otherwise comply with Section 6226(b)(4)(A) of the Code, including, for the avoidance of doubt, by filing a partnership adjustment tracking report pursuant to Section 6226(b)(4)(A)(i) of the Code.

3.8 Tax Refunds. RHI 2 shall be entitled to any refunds (including interest received thereon) but net of reasonable costs or expenses, including Taxes, incurred or reasonably expected to be incurred by Rocket, any of its Affiliates or any of their respective beneficial owners (including, after the Closing, RHI) in obtaining, or as a result of receiving, such refund) attributable to RHI in respect of any Pre-Closing Period received by Rocket or any of its Affiliates (including RHI) after Closing. Rocket shall cause such refund to be paid to RHI 2 promptly after it is received.

ARTICLE IV

MISCELLANEOUS

4.1 No Third-Party Rights. Except for the indemnification rights of the Indemnified Parties pursuant to Article II hereof, nothing expressed or referred to in this Agreement is intended or will be construed to give any Person other than the parties hereto and their respective successors and assigns any legal or equitable right, remedy or claim under or with respect to this Agreement, or any provision hereof, it being the intention of the parties hereto that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective successors and assigns.

4.2 Notices. All notices, requests, instructions or other communications or documents to be given or made hereunder by any party hereto to the other parties hereto shall be in writing and (a) served by personal delivery upon the party for whom it is intended, (b) by an internationally recognized overnight courier service upon the party for whom it is intended, or (c) sent by email, provided that the transmission of the email is promptly confirmed:

if to any Rocket Entity:

c/o Rocket Companies, Inc.
1050 Woodward Avenue
Detroit, MI 48226
Attention: Brian Brown
Tina John
Email: [***]

with a copy to (such copy not to constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Sixth Avenue
New York, NY 10019
Attention: Scott A. Barshay
Laura C. Turano
Andrew D. Krause
Email: sbarshay@paulweiss.com
lturano@paulweiss.com
akrause@paulweiss.com

if to RHI 2:

Matthew Rizik
1074 Woodward Ave.
Detroit, MI 48226
Email: [***]

with a copy to (such copy not to constitute notice):

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: C. Andrew Gerlach
Mario Schollmeyer
Email: gerlacha@sullcrom.com
schollmeyerm@sullcrom.com

Any party hereto may change its address for the purpose of this Section 4.2 by giving the other parties hereto written notice of its new address in the manner set forth above. Any notice, request, instruction or other communication or document given as provided above shall be deemed given to the receiving party (i) upon actual receipt, if delivered personally, (ii) on the first Business Day after deposit with an overnight courier, if sent by an overnight courier or (iii) upon confirmation of successful transmission if sent by email. Copies to outside counsel are for convenience only.

4.3 Entire Agreement. This Agreement, together with the Transaction Agreement, including the respective exhibits and schedules to each of the foregoing, embodies the entire understanding among the parties relating to the subject matter hereof and thereof and supersedes and terminates any prior agreements and understandings among the parties with respect to such subject matter, and no party to this Agreement shall have any right, responsibility or liability under any such prior agreement or understanding. Any and all prior correspondence, conversations and

memoranda are merged herein and shall be without effect hereon. No promises, covenants or representations of any kind, other than those expressly stated herein, have been made to induce either party to enter into this Agreement.

4.4 Binding Effect; Assignment.

(a) This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except by operation of Law and as expressly contemplated by this Section 4.4, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties; provided, however, that Rocket and RHI 2 may assign their respective rights, interests, duties, liabilities and obligations under this Agreement to any of their respective wholly-owned Subsidiaries, but such assignment shall not relieve Rocket or RHI 2, as the assignor, of its respective obligations hereunder.

(b) In the event of (i) any merger, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving RHI 2 or Rocket which would result in any Person or "group" (as defined in Rule 13d-3 of the Exchange Act for all purposes hereunder) owning fifty percent (50%) or more of the aggregate outstanding equity interests of RHI 2 or Rocket, as the case may be, (ii) any direct or indirect acquisition or purchase by any Person or group, in a single transaction or a series of related transactions, of assets or properties that constitute fifty (50%) percent or more of the fair market value of the assets and properties of RHI 2 or Rocket, as the case may be, (iii) any direct or indirect acquisition or purchase by a Person or group, in a single transaction or series of related transactions, of fifty percent (50%) or more of the aggregate outstanding voting power with respect to RHI 2 or Rocket, as the case may be, or (iv) any combination of the foregoing or other transaction having a similar effect to those described in clauses (i) through (iii), in each case, (A) following the Closing and (B) excluding (1) the Transactions and (2) a Company Related Party Merger, RHI 2 or Rocket, as the case may be (the "Affected Party") shall cause the Person acquiring the equity interests, assets or voting power of the Affected Party as a result any event described in clause (i), (ii), (iii) or (iv), as applicable (the "Acquiring Person", which term, in the event the Person acquiring the Affected Party is a Subsidiary of another Person, will mean the parent company of such acquiring Person), to become, in connection with the completion of such event, a joint and several obligor with such Affected Party with respect to the rights, interest, duties, liabilities and obligations of the Affected Party hereunder, and such Acquiring Person shall thereafter be deemed a party to this Agreement (whether or not such Acquiring Person executes a counterpart of this Agreement or enters into a joinder agreement or similar instrument with respect hereto). For the avoidance of doubt, this Agreement shall continue to be binding upon the Affected Party notwithstanding any change in ownership of the Affected Party.

4.5 Governing Law; Jurisdiction. The laws of the State of Michigan shall govern this Agreement, its construction, and the determination of any rights, duties or remedies of the parties arising out of or relating to this Agreement. Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder, brought by another party hereto or its successors or assigns shall be brought and determined exclusively in state and federal courts sitting in Wayne

County, Michigan, and any appellate courts therefrom. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the courts set forth in this paragraph and agrees that it will not bring any action relating to this Agreement or any of the Transactions contemplated by this Agreement in any court other than such courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that is not personally subject to the jurisdiction of the above named courts, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts and (iii) to the fullest extent permitted by applicable Law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the parties hereto agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. To the fullest extent permitted by applicable Law, each of the parties hereto hereby consents to the service of process in accordance with Section 4.2; provided that nothing herein shall affect the right of any party to serve legal process in any other matter permitted by Law.

4.6 Specific Performance. Each party hereby acknowledges that the benefits to the other party of the performance by such party of its obligations under this Agreement are unique and that the other party is willing to enter into this Agreement only in reliance that such party will perform such obligations, and agrees that monetary damages may not afford an adequate remedy for any failure by such party to perform any of such obligations. Accordingly, each party hereby agrees that each other party will have the right to enforce the specific performance of such party's obligations hereunder and irrevocably waives any requirement for securing or posting of any bond or other undertaking in connection with the obtaining by the other party of any injunctive or other equitable relief to enforce their rights hereunder.

4.7 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision of this Agreement is prohibited or unenforceable in any jurisdiction, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the provisions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

4.8 Amendments; Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law. Any consent provided

under this Agreement must be in writing, signed by the party against whom enforcement of such consent is sought.

4.9 No Strict Construction; Interpretation.

(a) Rocket and RHI 2 each acknowledge that this Agreement has been prepared jointly by the parties hereto and shall not be strictly construed against any party hereto.

(b) When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns and references to a party means a party to this Agreement.

4.10 Conflicts with Transaction Agreement. In the event of a conflict between this Agreement and the Transaction Agreement, the provisions of the Transaction Agreement shall prevail.

4.11 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. The Agreement may be delivered by electronic mail or facsimile transmission of a signed copy thereof.

4.12 Further Assurances. At any time after the Closing, each party hereto covenants and agrees to make, execute, acknowledge and deliver such instruments, agreements, consents, assurances and other documents, and to take all such other commercially reasonable actions, as any other party may reasonably request and as may reasonably be required in order to carry out the purposes and intent of this Agreement and to implement the terms hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RHI II, LLC

By: /s/ Matthew Rizik
Name: Matthew Rizik
Title: Chief Financial Officer

ROCKET COMPANIES, INC.

By: /s/ Noah Edwards
Name: Noah Edwards
Title: Chief Accounting Officer

EXHIBIT 10.4

AMENDED AND RESTATED

LIMITED PARTNERSHIP AGREEMENT

of

ROCKET LIMITED PARTNERSHIP

Dated as of June 30, 2025

TABLE OF CONTENTS

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (this "Agreement") OF ROCKET LIMITED PARTNERSHIP, a Michigan limited partnership (the "Partnership"), dated as of June 30, 2025, by and among Rocket GP, LLC, a Michigan limited liability company ("Merger Sub 2"), Rocket, LP, LLC, a Michigan limited liability company ("Rocket Sub"), Rock Holdings Inc., a Michigan corporation ("RHI") and Daniel Gilbert ("Gilbert").

W I T N E S S E T H:

WHEREAS, the Partnership originally was formed pursuant to the certificate of limited partnership filed with the Department of Licensing and Regulatory Affairs, Corporations, Securities and Commercial Licensing Bureau of the State of Michigan (the "Michigan LARA") on March 21, 2025;

WHEREAS, Merger Sub 2 and Rocket, LLC, a Michigan limited liability company ("Holdings") entered into the initial Limited Partnership Agreement of the Partnership, dated as of March 21, 2025 (the "Initial Partnership Agreement");

WHEREAS, on June 30, 2025, Holdings merged with and into the Partnership, following which the separate existence of Holdings ceased and the Partnership continued as the surviving entity (the "Pre-Closing Conversion"); and

WHEREAS, the parties desire to enter into this Agreement, which shall supersede the Initial Partnership Agreement, to reflect the Pre-Closing Conversion, admit each of Rocket Sub, RHI and Gilbert as a Partner (as defined below) and to provide for certain other matters as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the parties hereby agree to amend and restate the Initial Partnership Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS AND USAGE

Section 1.01 Definitions.

(a) The following terms shall have the following meanings for the purposes of this Agreement:

"Additional Partner" means any Person admitted as a Partner of the Partnership pursuant to Section 3.02 in connection with the new issuance of Units to such Person.

"Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts that such Partner is deemed to be obligated to restore pursuant to the penultimate sentence in Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person; provided that no Partner nor any Affiliate of any Partner shall be deemed to be an Affiliate of any other Partner or any of its Affiliates solely by virtue of such Partners' Units.

"Applicable Law" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority or Regulatory Agency that is binding upon or applicable to such Person or its assets, as amended unless expressly specified otherwise.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York or Detroit, Michigan are authorized or required by Applicable Law to close.

"Capital Account" means the capital account established and maintained for each Partner pursuant to Section 5.02.

"Capital Contribution" means, with respect to any Partner, the amount of money and the initial Carrying Value of any Property (other than money) contributed to the Partnership.

"Carrying Value" means with respect to any Property (other than money), such Property's adjusted basis for U.S. federal income tax purposes, except as follows:

(i) The initial Carrying Value of any such Property contributed by a Partner to the Partnership shall be the gross fair market value of such Property, as reasonably determined by the General Partner;

(ii) The Carrying Values of all such Properties shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account), as reasonably determined by the General Partner, at the time of any Revaluation pursuant to Section 5.02(c);

(iii) The Carrying Value of any item of such Properties distributed to any Partner shall be adjusted to equal the gross fair market value (taking Section 7701(g) of the Code

into account) of such Property on the date of distribution as reasonably determined by the General Partner; and

(iv) The Carrying Values of such Properties shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such Properties pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of "Net Income" and "Net Loss" or Section 5.04(b)(vi); provided, however, that Carrying Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv). If the Carrying Value of such Property has been determined or adjusted pursuant to subparagraph (i), (ii) or (iv), such Carrying Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Net Income and Net Loss.

"Class A Common Stock" means Class A common stock, $0.00001 par value per share, of RocketCo.

"Class B Common Stock" means Class B common stock, $0.00001 par value per share, of RocketCo.

"Class C Common Stock" means Class C common stock, $0.00001 par value per share, of RocketCo.

"Class D Common Stock" means Class D common stock, $0.00001 par value per share, of RocketCo.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Control" including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of a corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary.

"Covered Person" means (i) each Partner or an Affiliate thereof, in each case in such capacity, (ii) each officer, director, shareholder, member, partner, employee, representative, agent or trustee of a Partner or an Affiliate thereof, in all cases in such capacity and (iii) each officer, director, shareholder (other than any public shareholder of RocketCo that is not a Partner), member, partner, employee, representative, agent or trustee of the General Partner, Merger Sub 2 (in the event Merger Sub 2 is not the General Partner), the Partnership or an Affiliate controlled thereby, in all cases in such capacity.

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Carrying Value of an asset differs from its adjusted basis for U.S. federal

income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Carrying Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for U.S. federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Carrying Value using any reasonable method selected by the General Partner.

"DGCL" means the General Corporation Law of the State of Delaware, as amended from time to time.

"Equity Securities" means, with respect to any Person, any (i) membership interests or shares of capital stock, (ii) equity, ownership, voting, profit or participation interests or (iii) similar rights or securities in such Person or any of its Subsidiaries, or any rights or securities convertible into or exchangeable for, options or other rights to acquire from such Person or any of its Subsidiaries, or obligation on the part of such Person or any of its Subsidiaries to issue, any of the foregoing.

"Exchange Agreement" means the Exchange Agreement, dated as of August 5, 2020, by and among RocketCo, the Partnership and the holders of Partnership Units and shares of Class C Common Stock and Class D Common Stock from time to time party thereto.

"Family Member" means, with respect to any natural person, the spouse, parents, grandparents, lineal descendants, siblings of such person or such person's spouse and lineal descendants of siblings of such person or such person's spouse. Lineal descendants shall include adopted persons, but only so long as they are adopted during minority.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Fiscal Year" means the Partnership's fiscal year, which shall initially be the calendar year and which may be changed from time to time as determined by the General Partner.

"General Partner" means (i) Merger Sub 2 so long as Merger Sub 2 has not withdrawn as the General Partner pursuant to Section 7.02 and (ii) any successor thereof appointed as General Partner in accordance with Section 7.02.

"General Partnership Interests" means the interests in the Partnership issued to and owned by the General Partner.

"Governmental Authority" means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency or official, including any political subdivision thereof.

"Highest Partner Tax Amount" means the Partner receiving the greatest proportionate allocation of taxable income attributable to its ownership of the Partnership in the applicable tax period (or portion thereof) (including as a result of the application of Section 704(c) of the Code or otherwise), and calculated by multiplying (x) the aggregate taxable income allocated to such

Partner (excluding the tax consequences resulting from any adjustment under Sections 743(b) and 734(b) of the Code in such applicable taxable period (or portion thereof), by (y) the Tax Rate.

"Indebtedness" means (a) all indebtedness for borrowed money (including capitalized lease obligations, sale-leaseback transactions or other similar transactions, however evidenced), (b) any other indebtedness that is evidenced by a note, bond, debenture, draft or similar instrument, (c) notes payable and (d) lines of credit and any other agreements relating to the borrowing of money or extension of credit.

"Limited Ownership Minimum" means, with respect to the Rock Partners, if the number of its Owned Shares exceeds 10,001,877, as adjusted for any stock split, stock dividend, reverse stock split, combination, recapitalization, reclassification or similar event.

"Limited Partnership Interests" means the interests in the Partnership issued to and owned by the Partners, other than the General Partner.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period, an amount equal to the Partnership's taxable income or loss for such Fiscal Year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Partnership that is exempt from U.S. federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of "Net Income" and "Net Loss" shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income and Net Loss pursuant to this definition of "Net Income" and "Net Loss," shall be treated as deductible items;

(iii) In the event the Carrying Value of any Partnership asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of "Carrying Value," the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Carrying Value of the asset) or an item of loss (if the adjustment decreases the Carrying Value of the asset) from the disposition of such asset and shall be taken into account, immediately prior to the event giving rise to such adjustment, for purposes of computing Net Income or Net Loss;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed by reference to the Carrying Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Carrying Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into

account Depreciation for such Fiscal Year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest in the Partnership, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Income or Net Loss; and

(vii) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.04(b), Section 5.04(c) and Section 5.04(d) shall not be taken into account in computing Net Income and Net Loss.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Section 5.04(b), Section 5.04(c) and Section 5.04(d) shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

"Non-RocketCo Partner" means any Partner that is not a RocketCo Partner.

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"Owned Shares" with respect to the Rock Partners, the total number of shares of Class A Common Stock beneficially owned (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) by the Rock Partners (including, for the purposes of this definition, any Person that owns either Units or RocketCo Common Stock and that otherwise qualifies under the definition of "Rock Partner"), in the aggregate and without duplication, as of the date of such calculation (determined on an "as-converted" basis taking into account any and all securities then convertible into, or exercisable or exchangeable for, shares of Class A Common Stock (including Partnership Units and shares of Class C Common Stock exchangeable pursuant to the Exchange Agreement).

"Ownership Minimum" means, with respect to the Rock Partners, if the number of its Owned Shares exceeds 20,003,755, as adjusted for any stock split, stock dividend, reverse stock split, combination, recapitalization, reclassification or similar event.

"Paired Interest" has the meaning set forth in the Exchange Agreement.

"Partner" means any Person named as a Partner of the Partnership on the Partner Schedule and the books and records of the Partnership, as the same may be amended from time to time to reflect any Person admitted as an Additional Partner or a Substitute Partner, for so long as such Person continues to be a Partner of the Partnership.

"Partner Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" in Treasury Regulations Section 1.704-2(b)(4).

"Partner Nonrecourse Debt Minimum Gain" means an amount with respect to each "partner nonrecourse debt" (as defined in Treasury Regulation Section 1.704-2(b)(4)) equal to the Partnership Minimum Gain that would result if such partner nonrecourse debt were treated as a nonrecourse liability (as defined in Treasury Regulation Section 1.752-1(a)(2)) determined in accordance with Treasury Regulation Section 1.704-2(i)(3).

"Partner Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" in Treasury Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"Partnership Audit Provisions" means Title XI, Section 1101, of the Bipartisan Budget Act of 2015, P.L. 114-74 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof, and any comparable provisions of state or local tax law).

"Partnership Minimum Gain" means "partnership minimum gain," as defined in Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"Partnership Units" means the General Partnership Interests and the Limited Partnership Interests.

"Percentage Interest" means, with respect to any Partner, a fractional amount, expressed as a percentage: (i) the numerator of which is the aggregate number of Partnership Units owned of record thereby and (ii) the denominator of which is the aggregate number of Partnership Units issued and outstanding. The sum of the outstanding Percentage Interests of all Partners shall at all times equal 100%.

"Permitted Transfer" means any Transfer (i) to any Permitted Transferee or (ii) following which such Units continue to be held by RHI or any Permitted Transferee and the direct or indirect equityholders of RHI or such Permitted Transferee immediately prior to such Transfer continue to hold a majority of the beneficial interests of RHI or such Permitted Transferee, as applicable, following such Transfer.

"Permitted Transferee" means, with respect to any Partner, (i) RHI or any Rock Equityholder, (ii) any Family Member of such holder or any Family Member of any Rock Equityholder, (iii) any trust, family-partnership or estate-planning vehicle so long as such holder, any Family Member of such holder, any Rock Equityholder or any Family Member of a Rock Equityholder are the sole economic beneficiaries thereof, (iv) any partnership, corporation or other entity controlled by, or a majority of which is beneficially owned by, such holder or any of the persons listed in the foregoing clauses (i)-(iii), (v) any charitable trust or organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and controlled by such holder or any of the persons listed in the foregoing clauses (i)-(iv), (vi) an individual mandated under a qualified domestic relations order or (vii) a legal or personal representative of such holder, any Family Member of such holder, any Rock Equityholder or any Family Member of a Rock Equityholder in the event of the death or disability thereof.

"Person" means any individual, corporation, partnership, unincorporated association or other entity.

"Prime Rate" means the rate of interest from time to time identified by JP Morgan Chase, N.A. as being its "prime" or "reference" rate.

"Property" means an interest of any kind in any real, personal or intellectual (or mixed) property, including cash, and any improvements thereto, and shall include both tangible and intangible property.

"RocketCo" means Rocket Companies, Inc., a Delaware corporation.

"RocketCo Common Stock" means all classes and series of common stock of RocketCo, including the Class A Common Stock, Class B Common Stock, Class C Common Stock and Class D Common Stock.

"RocketCo Equity Plan" means the Rocket Companies, Inc. 2020 Management Incentive Plan, as the same may be amended from time to time.

"RocketCo Partner" means any Subsidiary of RocketCo (other than the Partnership and its Subsidiaries) that is a Partner.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of the date hereof, by and between RocketCo and RHI.

"Regulatory Agency" means the SEC, FINRA and any other regulatory authority or body (including any state or provincial securities authority and any self-regulatory organization) with jurisdiction over the Partnership or any of its Subsidiaries.

"Relative Percentage Interest" means, with respect to any Partner relative to another Partner or Partners, a fractional amount, expressed as a percentage, the numerator of which is the Percentage Interest of such Partner; and the denominator of which is (x) the Percentage Interest of such Partner plus (y) the aggregate Percentage Interest of such other Partner or Partners.

"Rock Equityholders" means the direct or indirect equityholders of RHI.

"Rock Partners" means (i) RHI, (ii) Gilbert and (iii) any Permitted Transferee of a Rock Partner that owns Units from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of Equity Securities or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

"Substitute Partner" means any Person admitted as a Partner of the Partnership pursuant to Section 3.02 in connection with the Transfer of then-existing Units to such Person.

"Tax Amount" means the Highest Partner Tax Amount divided by the Percentage Interest of the Partner described in the definition of "Highest Partner Tax Amount".

"Tax Distribution" means a distribution made by the Partnership pursuant to Section 5.03(e)(i) or Section 5.03(e)(iii) or a distribution made by the Partnership pursuant to another provision of Section 5.03 but designated as a Tax Distribution pursuant to Section 5.03(e)(ii).

"Tax Distribution Amount" means, with respect to a Partner's Units, whichever of the following applies with respect to the applicable Tax Distribution, in each case in amount not less than zero:

(i) With respect to a Tax Distribution pursuant to Section 5.03(e)(i), the excess, if any, of (A) such Partner's required annualized income installment for such estimated payment date under Section 6655(e) of the Code, assuming that (x) such Partner is a corporation (which assumption, for the avoidance of doubt, shall not affect the determination of the Tax Rate), (y) Section 6655(e)(2)(C)(ii) is in effect and (z) such Partner's only income is from the Partnership, which amount shall be calculated based on the projections believed by the General Partner in good faith to be, reasonable projections of the product of (1) the Tax Amount and (2) such Partner's Percentage Interest over (B) the aggregate amount of Tax Distributions designated by the Partnership pursuant to Section 5.03(e)(ii) with respect to such Units since the date of the previous Tax Distribution pursuant to Section 5.03(e)(i) (or if no such Tax Distribution was required to be made, the date such Tax Distribution would have been made pursuant to Section 5.03(e)(i)).

(ii) With respect to the designation of an amount as a Tax Distribution pursuant to Section 5.03(e)(ii), the product of (x) the Tax Amount projected, in the good faith belief of the General Partner, during the period since the date of the previous Tax Distribution (or, if more recent, the date that the previous Tax Distribution pursuant to Section 5.03(e)(i) would have been made or, in the case of the first distribution pursuant to Section 5.03(b), the date of this Agreement) and (y) such Partner's Percentage Interest.

(iii) With respect to an entire Fiscal Year to be calculated for purposes of Section 5.03(e)(iii), the excess, if any, of (A) the product of (x) the Tax Amount for the relevant Fiscal Year and (y) such Partner's Percentage Interest, over (B) the aggregate amount of Tax Distributions (other than Tax Distributions under Section 5.03(e)(iii) with respect to a prior Fiscal Year) with respect to such Units made with respect to such Fiscal Year.

"Tax Rate" means the highest marginal federal, state and local tax rate for an individual or corporation that is resident in Michigan, New York City or California (whichever is higher) applicable to ordinary income, qualified dividend income or capital gains, as appropriate, taking into account the holding period of the assets disposed of and the year in which the taxable net income is recognized by the Partnership, and taking into account the deductibility of state and local income taxes as applicable at the time for U.S. federal income tax purposes and any limitations

thereon including pursuant to Section 68 of the Code or Section 164 of the Code, which Tax Rate shall be the same for all Partners.

"Tax Receivable Agreement" means the Tax Receivable Agreement by and between RocketCo, RHI and Gilbert.

"Transfer" of a Unit means, directly or indirectly, any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation or other disposition or encumbrance of such Unit or any legal or beneficial interest in such Unit, in whole or in part, whether or not for value and whether voluntary or involuntary or by operation of Applicable Law, and shall include all matters deemed to constitute a Transfer under Article VIII; provided, however, that the following shall not be considered a "Transfer": (i) the pledge of Units by a Partner that creates a mere security interest in such Units pursuant to a bona fide loan or indebtedness transaction so long as such Partner continues to exercise sole voting control over such pledged Units; provided, however, that a foreclosure on such Units or other similar action by the pledgee shall constitute a "Transfer"; or (ii) the fact that the spouse of any Partner possesses or obtains an interest in such Partner's Units arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a "Transfer" of such Units. The terms "Transferred", "Transferring", "Transferor", "Transferee" and "Transferable" have meanings correlative to the foregoing.

"Treasury Regulations" mean the regulations promulgated under the Code, as amended from time to time.

"Units" means Partnership Units or any other class of Limited Partnership Interests or General Partnership Interests designated by the Partnership after the date hereof in accordance with this Agreement; provided that any type, class or series of Units shall have the designations, preferences or special rights set forth or referenced in this Agreement, and the limited partnership interests of the Partnership represented by such type, class or series of Units shall be determined in accordance with such designations, preferences or special rights.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Agreed-Upon Venues	Section 11.05(a)
Agreement	Preamble
Confidential Information	Section 11.10(b)
Controlled Entities	Section 9.02(e)
Dissolution Event	Section 10.01(c)
Economic RocketCo Security	Section 4.01(a)
e-mail	Section 11.03
Expenses	Section 9.02(e)
Gilbert	Preamble
Holdings	Recitals
Imputed Underpayment Amount	Section 6.01(b)
Indemnification Sources	Section 9.02(e)

Indemnitee-Related Entities	Section 9.02(e)(i)
Initial Partnership Agreement	Recitals
Jointly Indemnifiable Claims	Section 9.02(e)(ii)
Michigan LARA	Recitals
Officers	Section 7.05(a)
Partner Parties	Section 11.10(a)
Partner Schedule	Section 3.01(a)
Partnership	Preamble
Pre-Closing Conversion	Recitals
Process Agent	Section 11.05(b)
Regulatory Allocations	Section 5.04(c)
Revaluation	Section 5.02(c)
RHI	Preamble
Rocket Sub	Preamble
Withholding Advances	Section 5.06(b)

Section 1.02 Other Definitional and Interpretative Provisions. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. The word "or" shall be disjunctive but not exclusive. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to "law", "laws" or to a particular statute or law shall be deemed also to include any Applicable Law. As used in this Agreement, all references to "majority in interest" and phrases of similar import shall be deemed to refer to such percentage or fraction of interest based on the Relative Percentage Interests of the Partners subject to such determination. Unless otherwise expressly provided herein, when any approval, consent or other matter requires any action or approval of any group of Partners, including any holders of any class of Units, such approval, consent or other matter shall require the approval of a majority in interest of such group of Partners. Except to the extent otherwise expressly provided herein, all references to any Partner shall be deemed to refer solely to such Person in its capacity as such Partner and not in any other capacity.

ARTICLE II

THE PARTNERSHIP

Section 2.01 Formation. The Partnership was formed upon the filing of the Certificate of Limited Partnership of the Partnership with the Michigan LARA on March 21, 2025. The General Partner or an "authorized agent" within the meaning of the Michigan Act shall file and record any amendments or restatements to the Certificate of Limited Partnership of the Partnership and such other certificates and documents (and any amendments or restatements thereof) as may be required under the laws of the State of Michigan and of any other jurisdiction in which the Partnership may conduct business. The authorized agent or representative shall, on request, provide any Partner with copies of each such document as filed and recorded. The Partners hereby agree that the Partnership and its Subsidiaries shall be governed by the terms and conditions of this Agreement and, except as provided herein, the Michigan Act.

Section 2.02 Name. The name of the Partnership shall be Rocket Limited Partnership; provided that the General Partner may change the name of the Partnership to such other name as the General Partner shall determine, provided that such change is made in accordance with the requirements of the Michigan Act and subject to the approval of the Partners as provided for in the Michigan Act. The General Partner or an authorized agent, and shall have the authority to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by Applicable Law or as, in the reasonable judgment of the General Partner, may be necessary or advisable to effect such change.

Section 2.03 Term. The Partnership shall have perpetual existence unless sooner dissolved and its affairs wound up as provided in Article X.

Section 2.04 Registered Agent and Registered Office. The name of the registered agent of the Partnership for service of process on the Partnership in the State of Michigan shall be C T Corporation System, and the address of such registered agent and the address of the registered office of the Partnership in the State of Michigan shall be C T Corporation System, 40600 Ann Arbor Road East, Suite 201, Plymouth, Michigan 48170. Such office and such agent may be changed to such place within the State of Michigan and any successor registered agent, respectively, as may be determined from time to time by the General Partner in accordance with the Michigan Act.

Section 2.05 Purposes. The primary business and purpose of the Partnership shall be to engage in such activities related to the mortgage, real estate and personal finance or other related businesses.

Section 2.06 Powers of the Partnership. The Partnership shall have the power and authority to take any and all actions necessary, appropriate or advisable to or for the furtherance of the purposes set forth in Section 2.05.

Section 2.07 Partnership Tax Status. The Partners intend that the Partnership shall be treated as a partnership for federal, state and local income tax purposes to the extent such treatment

is available, and agree to take (or refrain from taking) such actions as may be necessary to receive and maintain such treatment and refrain from taking any actions inconsistent thereof.

Section 2.08 Regulation of Internal Affairs. The internal affairs of the Partnership and the conduct of its business shall be regulated by this Agreement, and to the extent not provided for herein, shall be determined by the General Partner.

Section 2.09 Ownership of Property. Legal title to all Property, conveyed to, or held by the Partnership or its Subsidiaries shall reside in the Partnership or its Subsidiaries and shall be conveyed only in the name of the Partnership or its Subsidiaries and no Partner or any other Person, individually, shall have any ownership of such Property.

Section 2.10 Subsidiaries. The Partnership shall cause the business and affairs of each of the Subsidiaries to be managed by the General Partner in accordance with and in a manner consistent with this Agreement.

ARTICLE III

UNITS; PARTNERS; BOOKS AND RECORDS; REPORTS

Section 3.01 Units; Admission of Partners.

(a) As of the date hereof, the number of Partnership Units held by each Partner is as set forth on Schedule A (the "Partner Schedule"). The Partner Schedule shall be maintained by the General Partner on behalf of the Partnership in accordance with this Agreement and, upon any subsequent update to the Partner Schedule, the General Partner shall promptly deliver a copy of such updated Partner Schedule to each Partner. When any Units or other Equity Securities of the Partnership are issued, repurchased, redeemed, converted or Transferred in accordance with this Agreement, the Partner Schedule shall be amended by the General Partner to reflect such issuance, repurchase, redemption or Transfer, the admission of additional or substitute Partners and the resulting Percentage Interest of each Partner. Following the date hereof, no Person shall be admitted as a Partner and no additional Units shall be issued except as expressly provided herein.

(b) The General Partner may cause the Partnership to authorize and issue from time to time such other Units or other Equity Securities of any type, class or series and having the designations, preferences or special rights as may be determined the General Partner. Such Units or other Equity Securities may be issued pursuant to such agreements as the General Partner shall approve, with respect to Persons employed by or otherwise performing services for the Partnership or any of its Subsidiaries, other equity compensation agreements, options or warrants. When any such other Units or other Equity Securities are authorized and issued, the Partner Schedule and this Agreement shall be amended by the General Partner to reflect such additional issuances and resulting dilution, which shall be borne pro rata by all Partners based on their Partnership Units.

Section 3.02 Substitute Partners and Additional Partners.

(a) No Transferee of any Units or Person to whom any Units are issued pursuant to this Agreement shall be admitted as a Partner hereunder or acquire any rights hereunder,

including any class voting rights or the right to receive distributions and allocations in respect of the Transferred or issued Units, as applicable, unless (i) such Units are Transferred or issued in compliance with the provisions of this Agreement (including Article VIII) and (ii) such Transferee or recipient shall have executed and delivered to the Partnership such instruments as the General Partner deems necessary or desirable, in its reasonable discretion, to effectuate the admission of such Transferee or recipient as a Partner and to confirm the agreement of such Transferee or recipient to be bound by all the terms and provisions of this Agreement. Upon complying with the immediately preceding sentence, without the need for any further action of any Person, a Transferee or recipient shall be deemed admitted to the Partnership as a Partner. A Substitute Partner shall enjoy the same rights, and be subject to the same obligations, as the Transferor; provided that such Transferor shall not be relieved of any obligation or liability hereunder arising prior to the consummation of such Transfer but shall be relieved of all future obligations with respect to the Units so Transferred. As promptly as practicable after the admission of any Person as a Partner, the books and records of the Partnership shall be changed to reflect such admission of a Substitute Partner or Additional Partner. In the event of any admission of a Substitute Partner or Additional Partner pursuant to this Section 3.02(a), this Agreement shall be deemed amended to reflect such admission, and any formal amendment of this Agreement (including the Partner Schedule) in connection therewith shall only require execution by the General Partner and such Substitute Partner or Additional Partner, as applicable, to be effective.

(b) If a Partner shall Transfer all (but not less than all) its Units, the Partner shall thereupon cease to be a Partner of the Partnership.

Section 3.03 Tax and Accounting Information.

(a) Accounting Decisions and Reliance on Others. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the General Partner in accordance with Applicable Law and with accounting methods followed for U.S. federal income tax purposes. In making such decisions, the General Partner may rely upon the advice of the independent accountants of the Partnership.

(b) Records and Accounting Maintained. The books and records of the Partnership shall be kept, and the financial position and the results of its operations recorded, in all material respects in accordance with United States generally accepted accounting principles as in effect from time to time. The Fiscal Year of the Partnership shall be used for financial reporting and for U.S. federal income tax purposes.

(c) Financial Reports.

(i) The books and records of the Partnership shall be audited as of the end of each Fiscal Year by the same accounting firm that audits the books and records of RocketCo (or, if such firm declines to perform such audit, by an accounting firm selected by the General Partner).

(ii) In the event neither RocketCo nor the Partnership is not required to file an annual report on Form 10-K or quarterly report on Form 10-Q, the Partnership

shall deliver, or cause to be delivered, the following to each Rock Partner, in each case so long as such Rock Partner meets the Ownership Minimum:

(1) not later than ninety (90) days after the end of each fiscal year of the Partnership, a copy of the audited consolidated balance sheet of the Partnership and its Subsidiaries as of the end of such fiscal year and the related statements of operations and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous year, all in reasonable detail; and

(2) not later than forty five (45) days or such later time as permitted under applicable securities law after the end of each of the first three fiscal quarters of each fiscal year, the unaudited consolidated balance sheet of the Partnership and its Subsidiaries, and the related statements of operations and cash flows for such quarter and for the period commencing on the first day of the fiscal year and ending on the last day of such quarter.

(d) Tax Returns.

(i) The Partnership shall timely prepare or cause to be prepared all federal, state, local and foreign tax returns (including information returns) of the Partnership and its Subsidiaries, which may be required by a jurisdiction in which the Partnership and its Subsidiaries operate or conduct business for each year or period for which such returns are required to be filed and shall cause such returns to be timely filed. Upon request of RHI or any other Partner, the Partnership shall furnish to such Partner a copy of each such tax return; and

(ii) The Partnership shall furnish to each Partner (a) as soon as reasonably practical after the end of each Fiscal Year, all information concerning the Partnership and its Subsidiaries required for the preparation of tax returns of such Partners (or any beneficial owner(s) of such Partner), including a report (including Schedule K-1), indicating each Partner's share of the Partnership's taxable income, gain, credits, losses and deductions for such year, in sufficient detail to enable such Partner to prepare its federal, state and other tax returns; provided that estimates of such information believed by the General Partner in good faith to be reasonable shall be provided within 90 days of the end of the Fiscal Year, (b) as soon as reasonably possible after the close of the relevant fiscal period, but in no event later than ten days prior to the date an estimated tax payment is due, such information concerning the Partnership as is required to enable such Partner (or any beneficial owner of such Partner) to pay estimated taxes and (c) as soon as reasonably possible after a request by such Partner, such other information concerning the Partnership and its Subsidiaries that is reasonably requested by such Partner for compliance with its tax obligations (or the tax obligations of any beneficial owner(s) of such Partner) or for tax planning purposes.

(e) Inconsistent Positions.

No Partner shall take a position on its income tax return with respect to any item of Partnership income, gain, deduction, loss or credit that is different from the position taken on the Partnership's income tax return with respect to such item unless such Partner notifies the Partnership of the different position the Partner desires to take and the Partnership's regular tax

advisors, after consulting with the Partner, are unable to provide an opinion that (after taking into account all of the relevant facts and circumstances) the arguments in favor of the Partnership's position outweigh the arguments in favor of the Partner's position.

Section 3.04 Books and Records. The Partnership shall keep full and accurate books of account and other records of the Partnership at its principal place of business. No Partner (other than the General Partner and, in each case so long as it meets the Ownership Minimum, the Rock Partners) shall have any right to inspect the books and records of Merger Sub 2, the Partnership or any of its Subsidiaries; provided that, in the case of the Rock Partners, (i) such inspection shall be at reasonable times and upon reasonable prior notice to the Partnership, but not more frequently than once per calendar quarter and (ii) neither Merger Sub 2, the Partnership nor any of its Subsidiaries shall be required to disclose (x) any information the General Partner determines to be competitively sensitive or (y) any privileged information of Merger Sub 2, the Partnership or any of its Subsidiaries so long as the Partnership has used commercially reasonable efforts to enter into an arrangement pursuant to which it may provide such information to the Rock Partners without the loss of any such privilege.

ARTICLE IV

ROCKETCO OWNERSHIP; RESTRICTIONS ON ROCKETCO STOCK

Section 4.01 RocketCo Ownership.

(a) If at any time RocketCo issues a share of Class A Common Stock or Class B Common Stock or any other Equity Security of RocketCo entitled to any economic rights (an "Economic RocketCo Security") with regard thereto (other than Class C Common Stock, Class D Common Stock or other Equity Security of RocketCo not entitled to any economic rights with respect thereto), (i) the Partnership shall issue to Merger Sub 2 one Partnership Unit (if RocketCo issues a share of Class A Common Stock or Class B Common Stock) or such other Equity Security of the Partnership (if RocketCo issues an Economic RocketCo Security other than Class A Common Stock or Class B Common Stock) corresponding to the Economic RocketCo Security, and with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Economic RocketCo Security and (ii) the net proceeds received by RocketCo with respect to the corresponding Economic RocketCo Security, if any, shall be concurrently contributed from RocketCo to Merger Sub 2 and from Merger Sub 2 to the Partnership; provided, however, that if RocketCo issues any Economic RocketCo Securities, some or all of the net proceeds of which are to be used to fund expenses or other obligations of RocketCo for which Merger Sub 2 would be permitted a distribution pursuant to Section 5.03(c), then RocketCo shall not be required to transfer such net proceeds to Merger Sub 2 and Merger Sub 2 shall not be required to transfer such net proceeds to the Partnership which are used or will be used to fund such expenses or obligations, and provided, further, that if RocketCo issues any shares of Class A Common Stock or Class B Common Stock in order to fund the purchase from a Non-RocketCo Partner of a number of Partnership Units (and shares of Class C Common Stock or Class D Common Stock, as applicable) or to purchase or fund the purchase of shares of Class A Common Stock or Class B Common Stock, in each case equal to the number of shares of Class A Common Stock or Class B Common Stock issued, then the Partnership shall not issue any new Partnership Units in connection therewith and RocketCo shall not be required

to transfer such net proceeds to Merger Sub 2 and Merger Sub 2 shall not be required to transfer such net proceeds to the Partnership (it being understood that such net proceeds shall instead be transferred to such Non-RocketCo Partner as consideration for such purchase).

(b) Notwithstanding Section 4.01(a), this Article IV shall not apply (i) to the issuance and distribution to holders of shares of RocketCo Common Stock of rights to purchase Equity Securities of RocketCo under a "poison pill" or similar shareholders rights plan (it being understood that upon exchange of Paired Interests for Class A Common Stock or Class B Common Stock, as the case may be, pursuant to the Exchange Agreement, such Class A Common Stock or Class B Common Stock, as the case may be, will be issued together with a corresponding right) or (ii) to the issuance under the RocketCo Equity Plan or RocketCo's other employee benefit plans of any warrants, options or other rights to acquire Equity Securities of RocketCo or rights or property that may be converted into or settled in Equity Securities of RocketCo, but shall in each of the foregoing cases apply to the issuance of Equity Securities of RocketCo in connection with the exercise or settlement of such rights, warrants, options or other rights or property.

Section 4.02 Restrictions on RocketCo Common Stock.

(a) Except as otherwise determined by the General Partner in accordance with Section 4.02(d), (i) the Partnership may not issue any additional Partnership Units to RocketCo or any of its Subsidiaries unless substantially simultaneously therewith RocketCo or such Subsidiary issues or sells an equal number of shares of Class A Common Stock or Class B Common Stock to another Person and (ii) the Partnership may not issue any other Equity Securities of the Partnership to RocketCo or any of its Subsidiaries unless substantially simultaneously, RocketCo or such Subsidiary issues or sells, to another Person, an equal number of shares of a new class or series of Equity Securities of RocketCo or such Subsidiary with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of the Partnership.

(b) Except as otherwise determined by the General Partner in accordance with Section 4.02(d), (i) RocketCo or any of its Subsidiaries may not redeem, repurchase or otherwise acquire any shares of Class A Common Stock or Class B Common Stock unless substantially simultaneously the Partnership redeems, repurchases or otherwise acquires from Merger Sub 2 an equal number of Units for the same price per security (or, if Merger Sub 2 uses funds received from distributions from the Partnership or RocketCo uses the net proceeds from an issuance of Class A Common Stock or Class B Common Stock to fund such redemption, repurchase or acquisition, then the Partnership shall cancel an equal number of Units for no consideration) and (ii) RocketCo or any of its Subsidiaries may not redeem or repurchase any other Equity Securities of RocketCo unless substantially simultaneously, the Partnership redeems or repurchases from Merger Sub 2 an equal number of Equity Securities of the Partnership of a corresponding class or series with substantially the same rights to dividends and distributions (including distributions upon liquidation) or other economic rights as those of such Equity Securities of RocketCo for the same price per security (or, if Merger Sub 2 uses funds received from distributions from the Partnership or RocketCo uses the net proceeds from an issuance of Equity Securities other than Class A Common Stock or Class B Common Stock to fund such redemption, repurchase or acquisition, then the Partnership shall cancel an equal number of its corresponding Equity Securities for no consideration). Except as otherwise determined by the General Partner in

accordance with Section 4.02(d): (x) the Partnership may not redeem, repurchase or otherwise acquire Partnership Units from Merger Sub 2 or any of its Subsidiaries unless substantially simultaneously RocketCo or such Merger Sub 2 Subsidiary redeems, repurchases or otherwise acquires an equal number of Class A Common Stock or Class B Common Stock for the same price per security from holders thereof (except that if the Partnership cancels Partnership Units for no consideration as described in Section 4.02(b)(i), then the price per security need not be the same) and (y) the Partnership may not redeem, repurchase or otherwise acquire any other Equity Securities of the Partnership from Merger Sub 2 or any of its Subsidiaries unless substantially simultaneously RocketCo or such Subsidiary redeems, repurchases or otherwise acquires for the same price per security an equal number of Equity Securities of RocketCo of a corresponding class or series with substantially the same rights to dividends and distributions (including dividends and distributions upon liquidation) and other economic rights as those of such Equity Securities of RocketCo (except that if the Partnership cancels Equity Securities for no consideration as described in Section 4.02(b)(ii), then the price per security need not be the same). Notwithstanding the immediately preceding sentence, to the extent that any consideration payable to RocketCo in connection with the redemption or repurchase of any shares or other Equity Securities of RocketCo or any of its Subsidiaries consists (in whole or in part) of shares or such other Equity Securities (including, for the avoidance of doubt, in connection with the cashless exercise of an option or warrant), then redemption or repurchase of the corresponding Partnership Units or other Equity Securities of the Partnership shall be effectuated in an equivalent manner (except if the Partnership cancels Partnership Units or other Equity Securities for no consideration as described in this Section 4.02(b)).

(c) The Partnership shall not in any manner effect any subdivision (by any stock or unit split, stock or unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock or unit split, reclassification, reorganization, recapitalization or otherwise) of the outstanding Partnership Units unless accompanied by a substantively identical subdivision or combination, as applicable, of the outstanding RocketCo Common Stock, with corresponding changes made with respect to any other exchangeable or convertible securities. RocketCo shall not in any manner effect any subdivision (by any stock or unit split, stock or unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock or unit split, reclassification, reorganization, recapitalization or otherwise) of the outstanding RocketCo Common Stock unless accompanied by a substantively identical subdivision or combination, as applicable, of the outstanding Partnership Units, with corresponding changes made with respect to any other exchangeable or convertible securities.

(d) Notwithstanding anything to the contrary in this Article IV:

(i) if at any time the General Partner shall determine that any debt instrument of Merger Sub 2, the Partnership or its Subsidiaries shall not permit Merger Sub 2 or the Partnership to comply with the provisions of Section 4.02(a) or Section 4.02(b) in connection with the issuance, redemption or repurchase of any shares of Class A Common Stock or Class B Common Stock or other Equity Securities of RocketCo or any of its Subsidiaries or any Units or other Equity Securities of the Partnership, then the General Partner may in good faith implement an economically equivalent alternative arrangement without complying with such provisions; provided that, in the case that any such alternative arrangement is implemented because

of restrictions in any debt instrument, such arrangement shall also be subject to the prior written consent (not to be unreasonably withheld) of each Rock Partner, in each case so long as such Rock Partner meets the Limited Ownership Minimum;

(ii) if (x) Merger Sub 2 incurs any indebtedness and desires to transfer the proceeds of such indebtedness to the Partnership and (y) Merger Sub 2 is unable to lend the proceeds of such indebtedness to the Partnership on an equivalent basis because of restrictions in any debt instrument of Merger Sub 2, the Partnership or its Subsidiaries, then notwithstanding Section 4.02(a) or Section 4.02(b), the General Partner may in good faith implement an economically equivalent alternative arrangement in connection with the transfer of proceeds to the Partnership using non-participating preferred Equity Securities of the Partnership without complying with such provisions; provided that, in the case that any such alternative arrangement is implemented because of restrictions in any debt instrument, such arrangement shall also be subject to the prior written consent (not to be unreasonably withheld) of each Rock Partner, in each case so long as such Rock Partner meets the Limited Ownership Minimum; and

(iii) If Merger Sub 2 receives a distribution pursuant to Section 5.03 and Merger Sub 2 subsequently contributes any of the amounts received to the Partnership, the General Partner may take any reasonable action to properly reflect the changes in the Partners' economic interests in the Partnership including by making appropriate adjustments to the number of Partnership Units held by the Partners other than Merger Sub 2 in order to proportionally reduce the respective Percentage Interests held by the Partners other than Merger Sub 2.

(e) In the event any adjustment pursuant to this Agreement in the number of Partnership Units held by a Partner results (x) in a decrease in the number of Partnership Units held by a Partner that constitute a portion of a Paired Interest, concurrently with such decrease, such Partner shall surrender the number of shares of Class C Common Stock or Class D Common Stock, as the case may be, constituting the remainder of such Paired Interest (which, as of the date hereof, would be one share of Class C Common Stock or Class D Common Stock, as the case may be) to RocketCo or (y) in an increase in the number of Partnership Units held by a Partner that constitute a portion of a Paired Interest, concurrently with such increase, RocketCo shall issue the number of shares of Class C Common Stock or Class D Common Stock, as the case may be, constituting the remainder of such Paired Interest (which, as of the date hereof, would be one share of Class C Common Stock or Class D Common Stock, as the case may be) to such Partner.

ARTICLE V

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; DISTRIBUTIONS; ALLOCATIONS

Section 5.01 Capital Contributions.

(a) From and after the date hereof, no Partner shall have any obligation to the Partnership, to any other Partner or to any creditor of the Partnership to make any further Capital Contribution, except as expressly provided in Section 4.01(a).

(b) Except as expressly provided herein, no Partner, in its capacity as a Partner, shall have the right to receive any cash or any other property of the Partnership.

Section 5.02 Capital Accounts.

(a) Maintenance of Capital Accounts. The Partnership shall maintain a Capital Account for each Partner on the books of the Partnership in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv) and, to the extent consistent with such provisions, the following provisions:

(i) To each Partner's Capital Account there shall be credited: (A) such Partner's Capital Contributions, (B) such Partner's distributive share of Net Income and any item in the nature of income or gain that is allocated pursuant to Section 5.04 and (C) the amount of any Partnership liabilities assumed by such Partner or that are secured by any Property distributed to such Partner.

(ii) To each Partner's Capital Account there shall be debited: (A) the amount of money and the Carrying Value of any Property distributed to such Partner pursuant to any provision of this Agreement, (B) such Partner's distributive share of Net Loss and any items in the nature of expenses or losses that are allocated to such Partner pursuant to Section 5.04 and (C) the amount of any liabilities of such Partner assumed by the Partnership or that are secured by any Property contributed by such Partner to the Partnership.

(iii) In determining the amount of any liability for purposes of subparagraphs (ii) and (iii) above there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the General Partner shall reasonably determine that it is prudent to modify the manner in which the Capital Accounts or any debits or credits thereto are maintained (including debits or credits relating to liabilities that are secured by contributed or distributed Property or that are assumed by the Partnership or the Partners), the General Partner may make such modification so long as such modification will not have any effect on the amounts distributed to any Person pursuant to Article X upon the dissolution of the Partnership. The General Partner also shall (i) make any adjustments that are necessary or appropriate to maintain equality between Capital Accounts of the Partners and the amount of capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

(b) Succession to Capital Accounts. In the event any Person becomes a Substitute Partner in accordance with the provisions of this Agreement, such Substitute Partner shall succeed to the Capital Account of the former Partner to the extent such Capital Account relates to the Transferred Units.

(c) Adjustments of Capital Accounts. The Partnership shall revalue the Capital Accounts of the Partners in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) (a "Revaluation") at the following times: (i) immediately prior to the contribution of more than a *de minimis* amount of money or other property to the Partnership by a new or existing Partner as consideration for one or more Units; (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of property in respect of one or more Units; (iii) the issuance by the Partnership of more than a *de minimis* amount of Units as consideration for the provision of services to or for the benefit of the Partnership (as described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5)(iii)); and (iv) the liquidation of the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i), (ii) and (iii) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interest of the Partners.

(d) No Partner shall be entitled to withdraw capital or receive distributions except as specifically provided herein. A Partner shall have no obligation to the Partnership, to any other Partner or to any creditor of the Partnership to restore any negative balance in the Capital Account of such Partner. Except as expressly provided elsewhere herein, no interest shall be paid on the balance in any Partner's Capital Account.

(e) Whenever it is necessary for purposes of this Agreement to determine a Partner's Capital Account on a per Unit basis, such amount shall be determined by dividing the Capital Account of such Partner attributable to the applicable class of Units held of record by such Partner by the number of Units of such class held of record by such Partner.

Section 5.03 Amounts and Priority of Distributions.

(a) Distributions Generally. Except as otherwise provided in Section 10.02, distributions shall be made to the Partners as set forth in this Section 5.03, at such times and in such amounts as the General Partner, in its sole discretion, shall determine.

(b) Distributions to the Partners. Subject to Section 5.03(e), and Section 5.03(f), at such times and in such amounts as the General Partner, in its sole discretion, shall determine, distributions shall be made to the Partners in proportion to their respective Percentage Interests.

(c) Merger Sub 2 Distributions. Notwithstanding the provisions of Section 5.03(b), the General Partner, in its sole discretion, may authorize that (i) cash be paid to Merger Sub 2 (which payment shall be made without pro rata distributions to the other Partners) in exchange for the redemption, repurchase or other acquisition of Units held by the sole member of Merger Sub 2 to the extent that such cash payment is used to redeem, repurchase or otherwise acquire an equal number of shares of Class A Common Stock or Class B Common Stock in accordance with Section 4.02(b) and (ii) to the extent that the General Partner determines that expenses or other obligations of Merger Sub 2 are related to its role as the General Partner or the business and affairs of Merger Sub 2 that are conducted through the Partnership or any of the Partnership's direct or indirect Subsidiaries, cash (and, for the avoidance of doubt, only cash) distributions may be made to Merger Sub 2 (which distributions shall be made without pro rata

distributions to the other Partners) in amounts required for Merger Sub 2 to pay (w) operating, administrative and other similar costs incurred by RocketCo or Merger Sub 2, including payments in respect of Indebtedness and preferred stock, to the extent the proceeds are used or will be used by Merger Sub 2 to pay expenses or other obligations described in this clause (ii) (in either case only to the extent economically equivalent Indebtedness or Equity Securities of the Partnership were not issued to Merger Sub 2), payments representing interest with respect to payments not made when due under the terms of the Tax Receivable Agreement and payments pursuant to any legal, tax, accounting and other professional fees and expenses (but, for the avoidance of doubt, excluding any tax liabilities of RocketCo), (x) any judgments, settlements, penalties, fines or other costs and expenses in respect of any claims against, or any litigation or proceedings involving, RocketCo, (y) fees and expenses (including any underwriters discounts and commissions) related to any securities offering, investment or acquisition transaction (whether or not successful) authorized by the board of directors of RocketCo and (z) other fees and expenses in connection with the maintenance of the existence of RocketCo (including any costs or expenses associated with being a public company listed on a national securities exchange). For the avoidance of doubt, distributions made under this Section 5.03(c) may not be used to pay or facilitate dividends or distributions on the RocketCo Common Stock and must be used solely for one of the express purposes set forth under clause (i) or (ii) of the immediately preceding sentence.

(d) Distributions in Kind. Any distributions in kind shall be made at such times and in such amounts as the General Partner, in its sole discretion, shall determine based on their fair market value as determined by the General Partner in the same proportions as if distributed in accordance with Section 5.03(b), with all Partners participating in proportion to their respective Percentage Interests. If cash and property are to be distributed in kind simultaneously, the Partnership shall distribute such cash and property in kind in the same proportion to each Partner. For the purposes of this Section 5.03(d), if any such distribution in kind includes securities, distributions to the Partners shall be deemed proportionate notwithstanding that the securities distributed to holders of Partnership Units that are included in Paired Interests with shares of Class D Common Stock have not more than ten times the voting power of any securities distributed to holders of Partnership Units that are included in Paired Interests with shares of Class C Common Stock, so long as such securities issued to the holders of Partnership Units that are included in Paired Interests with shares of Class D Common stock remain subject to automatic conversion on terms no more favorable to such holders than those set forth in Article IV, Section F of the certificate of incorporation of RocketCo.

(e) Tax Distributions.

(i) Notwithstanding any other provision of this Section 5.03 to the contrary, to the extent permitted by Applicable Law and consistent with the Partnership's obligations to its creditors as reasonably determined by the General Partner, the Partnership shall make cash distributions by wire transfer of immediately available funds pursuant to this Section 5.03(e)(i) to the Partners with respect to their Units in proportion to their respective Percentage Interests at least two Business Days prior to the date on which any U.S. federal corporate estimated tax payments are due, in an amount that in the General Partner's discretion allows each Partner to satisfy its tax liability with respect to its Units, up to such Partner's Tax Distribution Amount, if any; provided that the General Partner shall have no liability to any Partner in connection with any underpayment of estimated taxes, so long as cash distributions are made in accordance with this

Section 5.03(e)(i) and the Tax Distribution Amounts are determined as provided in paragraph (i) of the definition of Tax Distribution Amount.

(ii) On any date that the Partnership makes a distribution to the Partners with respect to their Units under a provision of Section 5.03 other than this Section 5.03(e), if the Tax Distribution Amount is greater than zero, the Partnership shall designate all or a portion of such distribution as a Tax Distribution with respect to a Partner's Units to the extent of the Tax Distribution Amount with respect to such Partner's Units as of such date (but not to exceed the amount of such distribution). For the avoidance of doubt, such designation shall be performed with respect to all Partners with respect to which there is a Tax Distribution Amount as of such date.

(iii) Notwithstanding any other provision of this Section 5.03 to the contrary, if the Tax Distribution Amount for such Fiscal Year is greater than zero, to the extent permitted by Applicable Law and consistent with the Partnership's obligations to its creditors as reasonably determined by the General Partner, the Partnership shall make additional distributions under this Section 5.03(e)(iii) in an amount that in the General Partner's discretion allows each Partner to satisfy its tax liability with respect to the Units, up to such Tax Distribution Amount for such Fiscal Year as soon as reasonably practicable after the end of such Fiscal Year (or as soon as reasonably practicable after any event that subsequently adjusts the taxable income of such Fiscal Year).

(iv) Under no circumstances shall Tax Distributions reduce the amount otherwise distributable to any Partner pursuant to this Section 5.03 (other than this Section 5.03(e)) after taking into account the effect of Tax Distributions on the amount of cash or other assets available for distribution by the Partnership.

(f) Assignment. Rock Partners shall have the right to assign to any Transferee of Partnership Units, pursuant to a Transfer made in compliance with this Agreement, the right to receive any portion of the amounts distributable or otherwise payable to such Rock Partner pursuant to Section 5.03(b).

Section 5.04 Allocations.

(a) Net Income and Net Loss. Except as otherwise provided in this Agreement, and after giving effect to the special allocations set forth in Section 5.04(b), Section 5.04(c) and Section 5.04(d), Net Income and Net Loss (and, to the extent necessary, individual items of income, gain, loss, deduction or credit) of the Partnership shall be allocated among the Capital Accounts of the Partners pro rata in accordance with their respective Percentage Interests. Notwithstanding the foregoing, the General Partner shall make such adjustments to Capital Accounts as it determines in its sole discretion to be appropriate to ensure allocations are made in accordance with a Partner's interest in the Partnership.

(b) Special Allocations. The following special allocations shall be made in the following order:

(i) Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this Article V,

if there is a net decrease in Partnership Minimum Gain during any Fiscal Year, each Partner shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the immediately preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.04(b)(i) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Partner Nonrecourse Debt Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Fiscal Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.04(b)(ii) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Partner as promptly as possible; provided that an allocation pursuant to this Section 5.04(b)(iii) shall be made only if and to the extent that the Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.04(b)(iii) were not in the Agreement.

(iv) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Partners in a manner determined by the General Partner consistent with Treasury Regulations Sections 1.704-2(b) and 1.704-2(c).

(v) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Sections 1.704-2(i)(1) and 1.704-2(j)(1).

(vi) Section 754 Adjustments. (A) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest in the Partnership, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of such asset) or loss (if the adjustment decreases the basis of such asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income and Net Loss, and further (B) to the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Partner in complete liquidation of such Partner's interest in the Partnership, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to such Partners in accordance with their interests in the Partnership in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Partner to whom such distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(c) Curative Allocations. The allocations set forth in Section 5.04(b)(i) through Section 5.04(b)(vi) and Section 5.04(d) (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss, or deduction pursuant to this Section 5.04(c). Therefore, notwithstanding any other provision of this Article V (other than the Regulatory Allocations), the General Partner shall make such offsetting special allocations of Partnership income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of the Agreement and all Partnership items were allocated pursuant to Section 5.04.

(d) Loss Limitation. Net Loss (or individual items of loss or deduction) allocated pursuant to Section 5.04 hereof shall not exceed the maximum amount of Net Loss (or individual items of loss or deduction) that can be allocated without causing any Partner to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Partners would have Adjusted Capital Account Deficits as a consequence of an allocation of Net Loss (or individual items of loss or deduction) pursuant to Section 5.04 hereof, the limitation set forth in this Section 5.04(d) shall be applied on a Partner by Partner basis and Net Loss (or individual items of loss or deduction) not allocable to any Partner as a result of such limitation shall be allocated to the other Partners in accordance with the positive balances in such Partner's Capital Accounts so as to allocate the maximum permissible Net Loss to each Partner under Treasury Regulations Section 1.704-1(b)(2)(ii)(d). Any reallocation of Net Loss pursuant to this Section 5.04(d) shall be subject to chargeback pursuant to the curative allocation provision of Section 5.04(c).

Section 5.05 Other Allocation Rules.

(a) Interim Allocations Due to Percentage Adjustment. If a Percentage Interest is the subject of a Transfer or the Partners' interests in the Partnership change pursuant to the terms of the Agreement during any Fiscal Year, the amount of Net Income and Net Loss (or items thereof) to be allocated to the Partners for such entire Fiscal Year shall be allocated to the portion of such Fiscal Year which precedes the date of such Transfer or change (and if there shall have been a prior Transfer or change in such Fiscal Year, which commences on the date of such prior Transfer or change) and to the portion of such Fiscal Year which occurs on and after the date of such Transfer or change (and if there shall be a subsequent Transfer or change in such Fiscal Year, which precedes the date of such subsequent Transfer or change), in accordance with a pro rata allocation unless the General Partner elects to use an interim closing of the books, and the amounts of the items so allocated to each such portion shall be credited or charged to the Partners in accordance with Section 5.04 as in effect during each such portion of the Fiscal Year in question. Such allocation shall be in accordance with Section 706 of the Code and the regulations thereunder and made without regard to the date, amount or receipt of any distributions that may have been made with respect to the transferred Percentage Interest to the extent consistent with Section 706 of the Code and the regulations thereunder. As of the date of such Transfer, the Transferee shall succeed to the Capital Account of the Transferor with respect to the transferred Units.

(b) Tax Allocations: Code Section 704(c). For U.S. federal, state and local income tax purposes, items of income, gain, loss, deduction and credit shall be allocated to the Partners in accordance with the allocations of the corresponding items for Capital Account purposes under Section 5.04, except that in accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any Property contributed to the capital of the Partnership and with respect to reverse Code Section 704(c) allocations described in Treasury Regulations 1.704-3(a)(6) shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such Property to the Partnership for U.S. federal income tax purposes and its initial Carrying Value or its Carrying Value determined pursuant to Treasury Regulation 1.704-1(b)(2)(iv)(f) (computed in accordance with the definition of Carrying Value) using the traditional allocation method under Treasury Regulation 1.704-3(b). Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.05(b), Section 704(c) of the Code (and the principles thereof), and Treasury Regulation 1.704-1(b)(4)(i) are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Net Income, Net Loss, other items, or distributions pursuant to any provision of this Agreement.

(c) Modification of Allocations. The allocations set forth in Section 5.04 and Section 5.05 are intended to comply with certain requirements of the Treasury Regulations. Notwithstanding the other provisions of this Article V, the General Partner shall be authorized to make, in its reasonable discretion, appropriate amendments to the allocations of Net Income and Net Loss (and to individual items of income, gain, loss, deduction and credit) pursuant to this Agreement (i) in order to comply with Section 704 of the Code or applicable Treasury Regulations, (ii) to allocate properly Net Income and Net Loss (and individual items of income, gain, loss, deduction and credit) to those Partners that bear the economic burden or benefit associated

therewith and (iii) to cause the Partners to achieve the objectives underlying this Agreement as reasonably determined by the General Partner

Section 5.06 Tax Withholding; Withholding Advances.

(a) Tax Withholding.

(i) If requested by the General Partner, each Partner shall, if able to do so, deliver to the General Partner: (A) an affidavit in form satisfactory to the Partnership that the applicable Partner (or its partners, as the case may be) is not subject to withholding under the provisions of any Applicable Law; (B) any certificate that the Partnership may reasonably request with respect to any such laws; or (C) any other form or instrument reasonably requested by the Partnership relating to any Partner's status under such law. In the event that a Partner fails or is unable to deliver to the Partnership an affidavit described in subclause (A) of this clause (i), the Partnership may withhold amounts from such Partner in accordance with Section 5.06(b).

(ii) After receipt of a written request of any Partner, the Partnership shall provide such information to such Partner and take such other action as may be reasonably necessary to assist such Partner in making any necessary filings, applications or elections to obtain any available exemption from, or any available refund of, any withholding imposed by any foreign taxing authority with respect to amounts distributable or items of income allocable to such Partner hereunder to the extent not adverse to the Partnership or any Partner. In addition, the Partnership shall, at the request of any Partner, make or cause to be made (or cause the Partnership to make) any such filings, applications or elections; provided that any such requesting Partner shall cooperate with the Partnership, with respect to any such filing, application or election to the extent reasonably determined by the Partnership and that any filing fees, taxes or other out-of-pocket expenses reasonably incurred and related thereto shall be paid and borne by such requesting Partner or, if there is more than one requesting Partner, by such requesting Partners in accordance with their Relative Percentage Interests.

(b) Withholding Advances. To the extent the Partnership is required by Applicable Law to withhold or to make tax payments on behalf of or with respect to any Partner (e.g., backup withholding) ("Withholding Advances"), the Partnership may withhold such amounts and make such tax payments as so required.

(c) Repayment of Withholding Advances. All Withholding Advances made on behalf of a Partner, plus interest thereon at a rate equal to the Prime Rate as of the date of such Withholding Advances plus 2.0% per annum, shall (i) be paid on demand by the Partner on whose behalf such Withholding Advances were made (it being understood that no such payment shall increase such Partner's Capital Account), or (ii) with the consent of the General Partner and the affected Partner be repaid by reducing the amount of the current or next succeeding distribution or distributions that would otherwise have been made to such Partner or, if such distributions are not sufficient for that purpose, by so reducing the proceeds of liquidation otherwise payable to such Partner. Whenever repayment of a Withholding Advance by a Partner is made as described in clause (ii) of this Section 5.06(c), for all other purposes of this Agreement such Partner shall be treated as having received all distributions (whether before or upon any Dissolution Event) unreduced by the amount of such Withholding Advance and interest thereon.

(d) Withholding Advances - Reimbursement of Liabilities. Each Partner hereby agrees to reimburse the Partnership for any liability with respect to Withholding Advances (including interest thereon) required or made on behalf of or with respect to such Partner (including penalties imposed with respect thereto).

ARTICLE VI

CERTAIN TAX MATTERS

Section 6.01 Partnership Representative.

(a) The "Partnership Representative" (as such term is defined under Partnership Audit Provisions) of the Partnership shall be selected by the General Partner with the initial Partnership Representative being Merger Sub 2. The Partnership Representative may retain, at the Partnership's expense, such outside counsel, accountants and other professional consultants as it may reasonably deem necessary in the course of fulfilling its obligations as the Partnership Representative. The Partnership Representative is authorized to take, and shall determine in its sole discretion whether or not the Partnership will take, such actions and execute and file all statements and forms on behalf of the Partnership that are approved by the General Partner and are permitted or required by the applicable provisions of the Partnership Audit Provisions (including a "push-out" election under Section 6226 of the Code or any analogous election under state or local tax law). Each Partner agrees to cooperate with the Partnership Representative and to use commercially reasonable efforts to do or refrain from doing any or all things requested by the Partnership Representative (including paying any and all resulting taxes, additions to tax, penalties and interest in a timely fashion) in connection with any examination of the Partnership's affairs by any federal, state, or local tax authorities, including resulting administrative and judicial proceedings.

(b) In the event that the Partnership Representative has not caused the Partnership to make a "push-out" election pursuant to Section 6226 of the Partnership Audit Provisions, then any "imputed underpayment" (as determined in accordance with Section 6225 of the Partnership Audit Provisions) or partnership adjustment that does not give rise to an imputed underpayment shall be apportioned among the Partners of the Partnership for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Partnership Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the imputed underpayment or other partnership adjustment and any associated interest and penalties (any such amount, an "Imputed Underpayment Amount") are borne by the Partners based upon their Percentage Interests in the Partnership for the reviewed year. Imputed Underpayment Amounts also shall include any imputed underpayment within the meaning of Section 6225 of the Partnership Audit Provisions paid (or payable) by any entity treated as a partnership for U.S. federal income tax purposes in which the Partnership holds (or has held) a direct or indirect interest other than through entities treated as corporations for U.S. federal income tax purposes to the extent that the Partnership bears the economic burden of such amounts, whether by Applicable Law or contract.

(c) Each Partner agrees to indemnify and hold harmless the Partnership from and against any liability with respect to such Partner's share of any tax deficiency paid or payable

by the Partnership that is allocable to the Partner as determined in accordance with Section 6.01(b) with respect to an audited or reviewed taxable year for which such Partner was a partner in the Partnership. Any obligation of a Partner pursuant to this Section 6.01(c) shall be implemented through adjustments to distributions otherwise payable to such Partner as determined in accordance with Section 5.03; provided, however, that, at the written request of the Partnership Representative, each Partner or former Partner may be required to contribute to the Partnership such Partner's Imputed Underpayment Amount imposed on and paid by the Partnership; provided, further, that if a Partner or former Partner individually directly pays, pursuant to the Partnership Audit Provisions, any such Imputed Underpayment Amount, then such payment shall reduce any offset to distribution or required capital contribution of such Partner or former Partner. Any amount withheld from distributions pursuant to this Section 6.01(c) shall be treated as an amount distributed to such Partner or former Partner for all purposes under this Agreement. For the avoidance of doubt, the obligations of a Partner set forth in this Section 6.01(c) shall survive the withdrawal of a Partner from the Partnership or any Transfer of a Partner's interest.

Section 6.02 Section 754 Election. The Partnership has previously made or will make a timely election under Section 754 of the Code (and a corresponding election under state and local law) effective starting with the taxable year ended December 31, 2020, and the General Partner shall not take any action to revoke such election.

Section 6.03 Debt Allocation. Indebtedness of the Partnership treated as "excess nonrecourse liabilities" (as defined in Treasury Regulation Section 1.752-3(a)(3)) shall be allocated among the Partners based on their Percentage Interests.

ARTICLE VII

MANAGEMENT OF THE PARTNERSHIP

Section 7.01 Management by the General Partner. Except as otherwise specifically set forth in this Agreement, the General Partner shall be deemed to be a "general partner" for purposes of applying the Michigan Act. Except as expressly provided in this Agreement or the Michigan Act, the day-to-day business and affairs of the Partnership shall be managed, operated and controlled by the General Partner in accordance with the terms of this Agreement and no other Partners shall have management authority or rights over the Partnership. The General Partner is, to the extent of its rights and powers set forth in this Agreement, an agent of the Partnership for the purpose of the Partnership's business, and the actions of the General Partner taken in accordance with such rights and powers, shall bind the Partnership (and no other Partners shall have such right). Except as expressly provided in this Agreement, the General Partner shall have all necessary powers to carry out the purposes, business, and objectives of the Partnership. The General Partner may delegate to Partners, employees, officers or agents of the Partnership in its discretion the authority to sign agreements and other documents on behalf of the Partnership.

Section 7.02 Withdrawal of the General Partner. Merger Sub 2 may withdraw as the General Partner and appoint as its successor at any time upon written notice to the Partnership, (i) any wholly-owned Subsidiary of Merger Sub 2, (ii) any Person of which Merger Sub 2 is a wholly-owned Subsidiary, (iii) any Person into which Merger Sub 2 is merged or consolidated or (iv) any transferee of all or substantially all of the assets of Merger Sub 2, which withdrawal and

replacement shall be effective upon the delivery of such notice. No appointment of a Person other than Merger Sub 2 (or its successor, as applicable) as General Partner shall be effective unless Merger Sub 2 (or its successor, as applicable) and the new General Partner (as applicable) provide all other Partners with contractual rights, directly enforceable by such other Partners against the new General Partner, to cause the new General Partner to comply with all the General Partner's obligations under this Agreement and the Exchange Agreement.

Section 7.03 Decisions by the Partners.

(a) Other than the General Partner, the Partners shall take no part in the management of the Partnership's business, shall transact no business for the Partnership and shall have no power to act for or to bind the Partnership; provided, however, that the Partnership may engage any Partner or principal, partner, member, shareholder or interest holder thereof as an employee, independent contractor or consultant to the Partnership, in which event the duties and liabilities of such individual or firm with respect to the Partnership as an employee, independent contractor or consultant shall be governed by the terms of such engagement with the Partnership.

(b) Except as expressly provided herein, neither the Partners nor any class of Partners shall have the power or authority to vote, approve or consent to any matter or action taken by the Partnership. Except as otherwise provided herein, any proposed matter or action subject to the vote, approval or consent of the Partners or any class of Partners shall require the approval of (i) a majority in interest of the Partners or such class of Partners, as the case may be (by (x) resolution at a duly convened meeting of the Partners or such class of Partners, as the case may be, or (y) written consent of the Partners or such class of Partners, as the case may be) and (ii) except with respect to any approval or other rights expressly granted to the Rock Partners, the General Partner. Except as expressly provided herein, all Partners shall vote together as a single class on any matter subject to the vote, approval or consent of the Partners (but not, for the avoidance of doubt, any vote, approval or consent of any class of Partners). In the case of any such approval, a majority in interest of the Partners or any class of Partners, as the case may be, may call a meeting of the Partners or such class of Partners at such time and place or by means of telephone or other communications facility that permits all persons participating in such meeting to hear and speak to each other for the purpose of a vote thereon. Notice of any such meeting shall be required, which notice shall include a brief description of the action or actions to be considered by the Partners or such class of Partners, as the case may be. Unless waived by any such Partner in writing, notice of any such meeting shall be given to each Partner or Partner of such class, as the case may be, at least four (4) days prior thereto. Attendance or participation of a Partner at a meeting shall constitute a waiver of notice of such meeting, except when such Partner attends or participates in the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly called or convened. Any action required or permitted to be taken at any meeting of the Partners may be taken without a meeting, if a consent in writing, setting forth the actions so taken, shall be signed by Partners sufficient to approve such action pursuant to this Section 7.03(b). A copy of any such consent in writing will be provided to the Partners promptly thereafter.

Section 7.04 Fiduciary Duties.

(a) (i) The General Partner shall, in its capacity as General Partner, and not in any other capacity, have the same fiduciary duties to the Partnership and the Partners as a member of the board of directors of a Delaware corporation (assuming such corporation had in its certificate of incorporation (A) a provision eliminating the liabilities of directors and officers to the maximum extent permitted by Section 102(b)(7) of the DGCL and (B) a provision renouncing the right of such corporation to business opportunities to the maximum extent permitted by the certificate of incorporation of RocketCo) and (ii) each Officer shall, in their capacity as such, and not in any other capacity, have the same fiduciary duties to the Partnership and the Partners as an officer of a Delaware corporation (assuming such corporation had in its certificate of incorporation (A) a provision eliminating the liabilities of directors and officers to the maximum extent permitted by Section 102(b)(7) of the DGCL and (B) a provision renouncing the right of such corporation to business opportunities to the maximum extent permitted by the certificate of incorporation of RocketCo). For the avoidance of doubt, the fiduciary duties described in clause (i) above shall not be limited by the fact that the General Partner shall be permitted to take certain actions in its sole or reasonable discretion pursuant to the terms of this Agreement or any agreement entered into in connection herewith. Each of the Rock Partners shall have the exclusive right to enforce the rights and duties, or to waive such rights and duties, set forth in this Section 7.04(a), in each case so long as such Rock Partner meets the Limited Ownership Minimum.

(b) The parties acknowledge that the General Partner will take action through its sole member. The General Partner will use all commercially reasonable and appropriate efforts and means, as determined in good faith by the General Partner, to minimize any conflict of interest between the Partners, on the one hand, and the sole member of the General Partner, on the other hand, and to effectuate any transaction that involves or affects any of the Partnership, the General Partner, the Partners, or the sole member of the General Partner in a manner that does not (i) disadvantage the Partners or their interests relative to the sole member of the General Partner or (ii) advantage the sole member of the General Partner relative to the Partners or (iii) treats the Partners and the sole member of the General Partner differently; provided that in the event of a conflict between the interests of the sole member of the General Partner and the interests of the Partners other than the General Partner, such other Partners agree that the General Partner shall discharge its fiduciary duties to such other Partners by acting in the best interests of the stockholders of the sole member of the General Partner. Each of the Rock Partners shall have the exclusive right to enforce the rights and duties, or to waive such rights and duties, set forth in this Section 7.04(b), so long as such Rock Partner meets the Limited Ownership Minimum.

(c) Without prior written consent of each Rock Partner (in each case so long as such Rock Partner owns any Owned Shares), the General Partner will not engage in any business activity other than the direct or indirect management and ownership of the Partnership and its Subsidiaries, or own any assets (other than on a temporary basis) other than securities of the Partnership and its Subsidiaries (whether directly or indirectly held) or any cash or other property or assets distributed by or otherwise received from the Partnership and its Subsidiaries in accordance with this Agreement, provided that the General Partner may take any action (including incurring its own Indebtedness) or own any asset if it determines in good faith that such actions or ownership are in the best interest of the Partnership.

Section 7.05 Officers.

(a) Appointment of Officers. The General Partner may appoint individuals as officers ("Officers") of the Partnership, which may include such officers as the General Partner determines are necessary and appropriate. No Officer need be a Partner. An individual may be appointed to more than one office.

(b) Authority of Officers. The Officers shall have the duties, rights, powers and authority as may be prescribed by the General Partner from time to time.

(c) Removal, Resignation and Filling of Vacancy of Officers. The General Partner may remove any Officer, for any reason or for no reason, at any time. Any Officer may resign at any time by giving written notice to the Partnership, and such resignation shall take effect at the date of the receipt of that notice or any later time specified in that notice; provided that, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any such resignation shall be without prejudice to the rights, if any, of the Partnership or such Officer under this Agreement. A vacancy in any office because of death, resignation, removal or otherwise shall be filled by the General Partner.

ARTICLE VIII

TRANSFERS OF INTERESTS

Section 8.01 Restrictions on Transfers.

(a) Except as expressly permitted by Section 8.02, and subject to Section 8.01(b), Section 8.01(c) and Section 8.01(d), any underwriter lock-up agreement applicable to such Partner or any other agreement between such Partner and the Partnership, Merger Sub 2, RocketCo or any of their controlled Affiliates, without the prior written approval of the General Partner, no Partner shall directly or indirectly Transfer all or any part of its Units or any right or economic interest pertaining thereto, including the right to vote or consent on any matter or to receive or have any economic interest in distributions or advances from the Partnership pursuant thereto. Any such Transfer which is not in compliance with the provisions of this Agreement shall be deemed a Transfer by such Partner of Units in violation of this Agreement (and a breach of this Agreement by such Partner) and shall be null and void *ab initio*. Notwithstanding anything to the contrary in this Article VIII, (i) the Exchange Agreement shall govern the exchange of Paired Interests for shares of Class A Common Stock or Class B Common Stock, and an exchange pursuant to and in accordance with the Exchange Agreement shall not be considered a "Transfer" for purposes of this Agreement, (ii) the certificate of incorporation of RocketCo shall govern the conversion of Class B Common Stock to Class A Common Stock and the conversion of Class D Common Stock to Class C Common Stock, and a conversion pursuant to and in accordance with the certificate of incorporation of RocketCo shall not be considered a "Transfer" for purposes of this Agreement, (iii) a Transfer of Registrable Securities (as such term is defined in the Registration Rights Agreement) in accordance with the Registration Rights Agreement shall not be considered a "Transfer" for the purposes of the Agreement and (iv) any other Transfer of shares of Class A Common Stock or Class B Common Stock shall not be considered a "Transfer" for purposes of this Agreement.

(b) Except as otherwise expressly provided herein, it shall be a condition precedent to any Transfer otherwise permitted or approved pursuant to this Article VIII that:

(i) the Transferor shall have provided to the Partnership prior notice of such Transfer;

(ii) the Transfer shall comply with all Applicable Laws; and

(iii) with respect to any Transfer of any Partnership Unit that constitutes a portion of a Paired Interest, concurrently with such Transfer, such Transferor shall also Transfer to such Transferee the number of shares of Class C Common Stock or Class D Common Stock, as the case may be, constituting the remainder of such Paired Interest (which, as of the date hereof, would be one share of Class C Common Stock or Class D Common Stock, as the case may be).

(c) Notwithstanding any other provision of this Agreement to the contrary, no Partner shall directly or indirectly Transfer all or any part of its Units or any right or economic interest pertaining thereto if such Transfer, in the reasonable discretion of the General Partner, would cause the Partnership to be classified as a "publicly traded partnership" as that term is defined in Section 7704 of the Code and Regulations promulgated thereunder.

(d) Any Transfer of Units pursuant to this Agreement, including this Article VIII, shall be subject to the provisions of Section 3.01 and Section 3.02.

Section 8.02 Certain Permitted Transfers. Notwithstanding anything to the contrary herein, the following Transfers shall be permitted:

(a) Any Transfer by any Partner of its Units pursuant to a RocketCo Offer (as such term is defined in the Exchange Agreement);

(b) At any time, any Permitted Transfer; provided that such Transfer, alone or together with other Transfers by any Rock Partner and any Transferee thereof, would not result in the all Rock Partners and their Transferees, in the aggregate, representing at any time more than fifty partners for the purposes of Treasury Regulation Section 1.7704-1(h)(1)(ii), including the application of the anti-avoidance rule of Treasury Regulation Section 1.7704-1(h)(3), excluding Merger Sub 2 from the fifty partners and treating RHI as one partner for purposes of this Section 8.02(b); or

(c) At any time, any Transfer by any Partner (other than any Rock Partner) of Units to any Transferee approved in writing by the General Partner (not to be unreasonably withheld), it being understood that it shall be reasonable for the General Partner to withhold such consent if the General Partner reasonably determines that such Transfer would materially increase the risk that the Partnership would be classified as a "publicly traded partnership" as that term is defined in Section 7704 of the Code and Regulations promulgated thereunder.

Section 8.03 Registration of Transfers. When any Units are Transferred in accordance with the terms of this Agreement, the Partnership shall cause such Transfer to be registered on the books of the Partnership.

ARTICLE IX

LIMITATION ON LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 9.01 Limitation on Liability. The debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Partnership, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Partnership; provided that the foregoing shall not alter a Partner's obligation to return funds wrongfully distributed to it.

Section 9.02 Exculpation and Indemnification.

(a) Subject to the duties of the General Partner and Officers set forth in Section 7.04, neither the General Partner nor any other Covered Person described in clause (iii) of the definition thereof shall be liable, including under any legal or equitable theory of fiduciary duty or other theory of liability, to the Partnership or to any other Covered Person for any losses, claims, damages or liabilities incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Partnership. There shall be, and each Covered Person shall be entitled to, a presumption that such Covered Person acted in good faith.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Partnership and upon such information, opinions, reports or statements presented to the Partnership by any Person as to matters the Covered Person reasonably believes are within such Person's professional or expert competence.

(c) The Partnership shall indemnify, defend and hold harmless each Covered Person against any losses, claims, damages, liabilities, expenses (including all reasonable out-of-pocket fees and expenses of counsel and other advisors), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, in which such Covered Person may be involved or become subject to, in connection with any matter arising out of or in connection with the Partnership's business or affairs, or this Agreement or any related document, unless such loss, claim, damage, liability, expense, judgment, fine, settlement or other amount (i) is as a result of a Covered Person not acting in good faith on behalf of the Partnership or arose as a result of the willful commission by such Covered Person of any act that is dishonest and materially injurious to the Partnership or (ii) results from the breach by any Partner (in such capacity) of its contractual obligations under this Agreement. If any Covered Person becomes involved in any capacity in any action, suit, proceeding or investigation in connection with any matter arising out of or in connection with the Partnership's business or affairs, or this Agreement or any related document, other than by reason of a Covered Person not acting in good faith on behalf of the Partnership or by reason of the willful commission by such Covered Person of any act that is dishonest and materially injurious to the Partnership, the Partnership shall reimburse such Covered Person for its reasonable legal and other reasonable out-of-pocket expenses (including the cost of any investigation and preparation) as they are incurred in connection therewith; provided that such Covered Person shall promptly repay to the Partnership the amount of any such reimbursed expenses paid to it if it shall be finally judicially determined that such Covered Person was not entitled to indemnification by, or contribution from, the Partnership in

connection with such action, suit, proceeding or investigation. If for any reason (other than by reason of a Covered Person not acting in good faith on behalf of the Partnership or by reason of the willful commission by such Covered Person of any act that is dishonest and materially injurious to the Partnership) the foregoing indemnification is unavailable to such Covered Person, or insufficient to hold it harmless, then the Partnership shall contribute to the amount paid or payable by such Covered Person as a result of such loss, claim, damage, liability, expense, judgment, fine, settlement or other amount in such proportion as is appropriate to reflect any relevant equitable considerations. There shall be, and each Covered Person shall be entitled to, a rebuttable presumption that such Covered Person acted in good faith.

(d) The obligations of the Partnership under Section 9.02(c) shall be satisfied solely out of and to the extent of the Partnership's assets, and no Covered Person shall have any personal liability on account thereof.

(e) Given that certain Jointly Indemnifiable Claims may arise by reason of the service of a Covered Person to the Partnership or as a director, trustee, officer, partner, member, manager, employee, consultant, fiduciary or agent of other corporations, limited liability companies, partnerships, joint ventures, trusts, employee benefit plans or other enterprises controlled by the Partnership (collectively, the "Controlled Entities"), or by reason of any action alleged to have been taken or omitted in any such capacity, the Partnership acknowledges and agrees that the Partnership shall, and to the extent applicable shall cause the Controlled Entities to, be fully and primarily responsible for the payment to the Covered Person in respect of indemnification or advancement of all out-of-pocket costs of any type or nature whatsoever (including, without limitation, all attorneys' fees and related disbursements) in each case, actually and reasonably incurred by or on behalf of a Covered Person in connection with either the investigation, defense or appeal of a claim, demand, action, suit or proceeding or establishing or enforcing a right to indemnification under this Agreement or otherwise incurred in connection with a claim that is indemnifiable hereunder (collectively, "Expenses") in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with (as applicable) the terms of (i) the Michigan Act, (ii) this Agreement, (iii) any other agreement between the Partnership or any Controlled Entity and the Covered Person pursuant to which the Covered Person is indemnified, (iv) the laws of the jurisdiction of incorporation or organization of any Controlled Entity or (v) the certificate of incorporation, certificate of organization, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership, certificate of qualification or other organizational or governing documents of any Controlled Entity ((i) through (v) collectively, the "Indemnification Sources"), irrespective of any right of recovery the Covered Person may have from the Indemnitee-Related Entities. Under no circumstance shall the Partnership or any Controlled Entity be entitled to any right of subrogation or contribution by the Indemnitee-Related Entities and no right of advancement or recovery the Covered Person may have from the Indemnitee-Related Entities shall reduce or otherwise alter the rights of the Covered Person or the obligations of the Partnership or any Controlled Entity under the Indemnification Sources. In the event that any of the Indemnitee-Related Entities shall make any payment to the Covered Person in respect of indemnification or advancement of Expenses with respect to any Jointly Indemnifiable Claim, (i) the Partnership shall, and to the extent applicable shall cause the Controlled Entities to, reimburse the Indemnitee-Related Entity making such payment to the extent of such payment promptly upon written demand from such Indemnitee-Related Entity, (ii) to the extent not previously and fully reimbursed by the Partnership or any Controlled Entity pursuant to

clause (i), the Indemnitee-Related Entity making such payment shall be subrogated to the extent of the outstanding balance of such payment to all of the rights of recovery of the Covered Person against the Partnership or any Controlled Entity, as applicable, and (iii) the Covered Person shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the Indemnitee-Related Entities effectively to bring suit to enforce such rights. The Partnership and the Covered Person agree that each of the Indemnitee-Related Entities shall be third-party beneficiaries with respect to this Section 9.02(e), entitled to enforce this Section 9.02(e) as though each such Indemnitee-Related Entity were a party to this Agreement. The Partnership shall cause each of the Controlled Entities to perform the terms and obligations of this Section 9.02(e) as though each such Controlled Entity was the "Partnership" under this Agreement. For purposes of this Section 9.02(e), the following terms shall have the following meanings:

(i) The term "Indemnitee-Related Entities" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Partnership, any Controlled Entity or the insurer under and pursuant to an insurance policy of the Partnership or any Controlled Entity) from whom a Covered Person may be entitled to indemnification or advancement of Expenses with respect to which, in whole or in part, the Partnership or any Controlled Entity may also have an indemnification or advancement obligation.

(ii) The term "Jointly Indemnifiable Claims" shall be broadly construed and shall include, without limitation, any claim, demand, action, suit or proceeding for which the Covered Person shall be entitled to indemnification or advancement of Expenses from both (i) the Partnership or any Controlled Entity pursuant to the Indemnification Sources, on the one hand, and (ii) any Indemnitee-Related Entity pursuant to any other agreement between any Indemnitee-Related Entity and the Covered Person pursuant to which the Covered Person is indemnified, the laws of the jurisdiction of incorporation or organization of any Indemnitee-Related Entity or the certificate of incorporation, certificate of organization, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or other organizational or governing documents of any Indemnitee-Related Entity, on the other hand.

ARTICLE X

DISSOLUTION AND TERMINATION

Section 10.01 Dissolution.

(a) The Partnership shall not be dissolved by the admission of Additional Partners or Substitute Partners pursuant to Section 3.02.

(b) No Partner shall (i) resign from the Partnership prior to the dissolution and winding up of the Partnership except in connection with a Transfer of Units pursuant to the terms of this Agreement or (ii) take any action to dissolve, terminate or liquidate the Partnership or to require apportionment, appraisal or partition of the Partnership or any of its assets, or to file a bill for an accounting, except as specifically provided in this Agreement, and each Partner, to the fullest

extent permitted by Applicable Law, hereby waives any rights to take any such actions under Applicable Law, including any right to petition a court for judicial dissolution under Section 449.1802 of the Michigan Act.

(c) The Partnership shall be dissolved and its business wound up only upon the earliest to occur of any one of the following events (each a "Dissolution Event"):

(i) After the termination of the Partnership pursuant to Section 10.03; or

(ii) Upon the occurrence of any other event which, under Section 499.1801 of the Michigan Act, would cause the dissolution of the Partnership.

(d) The death, retirement, resignation, expulsion, bankruptcy, insolvency or dissolution of a Partner or the occurrence of any other event that terminates the continued membership of a Partner of the Partnership shall not in and of itself cause dissolution of the Partnership.

Section 10.02 Winding Up of the Partnership.

(a) The General Partner shall promptly notify the other Partners of any Dissolution Event. Upon dissolution, the Partnership's business shall be liquidated in an orderly manner. The General Partner shall appoint a liquidating trustee to wind up the affairs of the Partnership pursuant to this Agreement. In performing its duties, the liquidating trustee is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Partnership in accordance with the Michigan Act and in any reasonable manner that the liquidating trustee shall determine to be in the best interest of the Partners.

(b) The proceeds of the liquidation of the Partnership shall be distributed in the following order and priority:

(i) first, to the creditors (including any Partners or their respective Affiliates that are creditors) of the Partnership in satisfaction of all of the Partnership's liabilities (whether by payment or by making reasonable provision for payment thereof, including the setting up of any reserves which are, in the judgment of the liquidating trustee, reasonably necessary therefor); and

(ii) second, to the Partners in the same manner as distributions under Section 5.03(b), subject to Section 5.03(e).

(c) Distribution of Property. In the event it becomes necessary in connection with the liquidation of the Partnership to make a distribution of Property in-kind, subject to the priority set forth in Section 10.02, the liquidating trustee shall have the right to compel each Partner to accept a distribution of any Property in-kind (with such Property, as a percentage of the total liquidating distributions to such Partner, corresponding as nearly as possible to such Partner's Percentage Interest), with such distribution being based upon the amount of cash that would be distributed to such Partners if such Property were sold for an amount of cash equal to the fair

market value of such Property, as determined by the liquidating trustee in good faith, subject to the last sentence of Section 5.03(d).

Section 10.03 Termination. The Partnership shall terminate when all of the assets of the Partnership, after payment of or reasonable provision for the payment of all debts and liabilities of the Partnership, shall have been distributed to the Partners in the manner provided for in this Article X, and the articles of organization of the Partnership shall have been cancelled in the manner required by the Michigan Act.

Section 10.04 Survival. Termination, dissolution, liquidation or winding up of the Partnership for any reason shall not release any party from any liability which at the time of such termination, dissolution, liquidation or winding up already had accrued to any other party or which thereafter may accrue in respect to any act or omission prior to such termination, dissolution, liquidation or winding up.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense.

Section 11.02 Further Assurances. Each Partner agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by Applicable Law or as, in the reasonable judgment of the General Partner, may be necessary or advisable to carry out the intent and purposes of this Agreement.

Section 11.03 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("e-mail") transmission, so long as a receipt of such e-mail is requested and received) and shall be given to such party at the address, facsimile number or e-mail address specified for such party on the Partner Schedule hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

Section 11.04 Binding Effect; Benefit; Assignment.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

(b) Except as provided in Article VIII, no Partner may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the General Partner (it being understood that any Rock Partner may assign, delegate or otherwise transfer such rights or obligations without such consent to Permitted Transferees).

Section 11.05 Jurisdiction.

(a) The exclusive venues for all disputes arising out of this Agreement shall be the United States District Court for the Eastern District of Michigan and the Third Judicial Circuit, Wayne County, Michigan (the "Agreed-Upon Venues"), and no other venues. The parties stipulate that the Agreement is an arm's-length transaction entered into by sophisticated parties, and that the Agreed-Upon Venues are convenient, are not unreasonable, unfair, or unjust, and will not deprive any party of any remedy to which it may be entitled. The parties agree to consent to the dismissal of any action arising out of this Agreement that may be filed in a venue other than one of the Agreed-Upon Venues; the reasonable legal fees and costs of the party seeking dismissal for improper venue will be paid by the party that filed suit in the improper venue. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 11.03 shall be deemed effective service of process on such party.

(b) EACH OF THE PARTNERSHIP AND THE PARTNERS HEREBY IRREVOCABLY DESIGNATES C T CORPORATION SYSTEM (IN SUCH CAPACITY, THE "PROCESS AGENT"), WITH AN OFFICE AT C T CORPORATION SYSTEM, 40600 ANN ARBOR ROAD EAST, SUITE 201, PLYMOUTH, MICHIGAN 48170, AS ITS DESIGNEE, APPOINTEE AND AGENT TO RECEIVE, FOR AND ON ITS BEHALF SERVICE OF PROCESS IN SUCH JURISDICTION IN ANY LEGAL ACTION OR PROCEEDINGS WITH RESPECT TO THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, AND SUCH SERVICE SHALL BE DEEMED COMPLETE UPON DELIVERY THEREOF TO THE PROCESS AGENT; PROVIDED THAT IN THE CASE OF ANY SUCH SERVICE UPON THE PROCESS AGENT, THE PARTY EFFECTING SUCH SERVICE SHALL ALSO DELIVER A COPY THEREOF TO EACH OTHER SUCH PARTY IN THE MANNER PROVIDED IN SECTION 11.03 OF THIS AGREEMENT. EACH PARTY SHALL TAKE ALL SUCH ACTION AS MAY BE NECESSARY TO CONTINUE SAID APPOINTMENT IN FULL FORCE AND EFFECT OR TO APPOINT ANOTHER AGENT SO THAT SUCH PARTY SHALL AT ALL TIMES HAVE AN AGENT FOR SERVICE OF PROCESS FOR THE ABOVE PURPOSES IN WILMINGTON, DELAWARE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY MANNER PERMITTED BY APPLICABLE LAW. EACH PARTY EXPRESSLY ACKNOWLEDGES THAT THE FOREGOING WAIVER IS INTENDED TO BE IRREVOCABLE UNDER THE LAWS OF THE STATE OF MICHIGAN AND OF THE UNITED STATES OF AMERICA.

Section 11.06 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 11.07 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. Nothing in this Agreement shall create any third-party

beneficiary rights in favor of any Person or other party, except to the extent provided herein with respect to Indemnitee-Related Entities, each of whom are intended third-party beneficiaries of those provisions that specifically relate to them with the right to enforce such provisions as if they were a party hereto.

Section 11.08 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

Section 11.09 Amendment.

(a) This Agreement can be amended at any time and from time to time by the General Partner; provided, in addition to the approval of the General Partner, no amendment to this Agreement may:

(i) without the prior written consent of each Rock Partner, (x) adversely modify the limited liability of any Rock Partner set forth in Section 5.01, Section 5.02, Section 5.04, Section 5.05, Section 5.06, Section 6.01(c), Section 6.03, Section 9.01, Section 9.02 or Section 11.01, or otherwise modify in any material respect the limited liability of any Rock Partner, or adversely increase the liabilities or obligations (other than *de minimis* liabilities or obligations) of any Rock Partner or (y) adversely modify the express rights of any Rock Partner set forth in Section 3.01(a), Section 3.04, Article IV, Section 5.03(e), Section 7.03(b), Section 7.04 and this Section 11.09 (in the case of clause (y), only so long as such Rock Partner is entitled to such express rights);

(ii) adversely modify in any material respect the Units (or the rights, preferences or privileges of the Units) then held by any Partners in any materially disproportionate manner to those then held by any other Partners without the prior written consent of a majority in interest of such disproportionately affected Partner or Partners.

(b) For the avoidance of doubt, the General Partner, acting alone, may amend this Agreement, including the Partner Schedule, (x) to reflect the admission of new Partners or Transfers of Units, each as provided by and in accordance with, the terms of this Agreement, (y) to effect any subdivisions or combinations of Units made in compliance with Section 4.02(c) and (z) to issue additional Partnership Units or any new class of Units (whether or not pari passu with the Partnership Units) in accordance with the terms of this Agreement and to provide that the Partners being issued such new Units be entitled to the rights provided to the Rock Partners with respect to all or a portion of the provisions applicable thereto hereunder and any other rights that do not diminish or eliminate any of the express rights of the Rock Partners described in Section 11.10(a)(i)(y).

(c) No waiver of any provision or default under, nor consent to any exception to, the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

Section 11.10 Confidentiality.

(a) Each Partner shall, and shall direct those of its Affiliates and their respective directors, officers, members, stockholders, partners, employees, attorneys, accountants, consultants, trustees and other advisors (the "Partner Parties") who have access to Confidential Information to, keep confidential and not disclose any Confidential Information to any Person other than a Partner Party who agrees to keep such Confidential Information confidential in accordance with this Section 11.10, in each case without the express consent, in the case of Confidential Information acquired from the Partnership, of the General Partner or, in the case of Confidential Information acquired from another Partner, such other Partner, unless:

(i) such disclosure is required by Applicable Law;

(ii) such disclosure is reasonably required in connection with any tax audit involving the Partnership or any Partner or its Affiliates;

(iii) such disclosure is reasonably required in connection with any litigation against or involving the Partnership or any Partner; or

(iv) such disclosure is reasonably required in connection with any proposed Transfer of all or any part of such Partner's Units in the Partnership; provided that with respect to any such use of any Confidential Information referred to in this clause (iv), advance notice must be given to the General Partner so that it may require any proposed Transferee that is not a Partner to enter into a confidentiality agreement with terms substantially similar to the terms of this Section 11.10 (excluding this clause (iv)) prior to the disclosure of such Confidential Information.

(b) "Confidential Information" means any information related to the activities of the Partnership, the Partners and their respective Affiliates that an Partner may acquire from the Partnership or the Partners, other than information that (i) is already available through publicly available sources of information (other than as a result of disclosure by such Partner), (ii) was available to a Partner on a non-confidential basis prior to its disclosure to such Partner by the Partnership, or (iii) becomes available to a Partner on a non-confidential basis from a third party, provided such third party is not known by such Partner, after reasonable inquiry, to be bound by this Agreement or another confidentiality agreement with the Partnership. Such Confidential Information may include information that pertains or relates to the business and affairs of any other Partner or any other Partnership matters. Confidential Information may be used by a Partner and its Partner Parties only in connection with Partnership matters and in connection with the maintenance of its interest in the Partnership.

(c) In the event that any Partner or any Partner Parties of such Partner is required to disclose any of the Confidential Information, such Partner shall use reasonable efforts to provide the Partnership with prompt written notice so that the Partnership may seek a protective

order or other appropriate remedy or waive compliance with the provisions of this Agreement, and such Partner shall use reasonable efforts to cooperate with the Partnership in any effort any such Person undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained, or that the Partnership waives compliance with the provisions of this Section 11.10, such Partner and its Partner Parties shall furnish only that portion of the Confidential Information that is legally required and shall exercise all reasonable efforts to obtain reasonably reliable assurance that the Confidential Information shall be accorded confidential treatment.

(d) Notwithstanding anything in this Agreement to the contrary, each Partner may disclose to any persons the U.S. federal income tax treatment and tax structure of the Partnership. For this purpose, "tax structure" is limited to any facts relevant to the U.S. federal income tax treatment of the Partnership and does not include information relating to the identity of the Partnership or any Partner.

Section 11.11 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to choice of law principles that would require the application of the laws of another state.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

ROCKET GP, LLC

By: /s/ Brian Brown
Name: Brian Brown
Title: Treasurer and Secretary

ROCKET LP, LLC

By: /s/ Brian Brown
Name: Brian Brown
Title: Treasurer and Secretary

ROCK HOLDINGS INC.

By: /s/ Matthew Rizik
Name: Matthew Rizik
Title: Chief Financial Officer

DANIEL GILBERT

/s/ Daniel Gilbert

EXHIBIT 10.5

SECOND AMENDED AND RESTATED

LIMITED PARTNERSHIP AGREEMENT

of

ROCKET LIMITED PARTNERSHIP

Dated as of June 30, 2025

TABLE OF CONTENTS

SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (this "Agreement") OF ROCKET LIMITED PARTNERSHIP, a Michigan limited partnership (the "Partnership"), dated as of June 30, 2025, by and between Rocket GP, LLC, a Michigan limited liability company ("Merger Sub 2") and Rocket LP, LLC, a Michigan limited liability company ("Rocket Sub").

W I T N E S S E T H:

WHEREAS, the Partnership originally was formed pursuant to the certificate of limited partnership filed with the Department of Licensing and Regulatory Affairs, Corporations, Securities and Commercial Licensing Bureau of the State of Michigan (the "Michigan LARA") on March 21, 2025;

WHEREAS, Merger Sub 2 and Rocket, LLC, a Michigan limited liability company ("Holdings") entered into the initial Limited Partnership Agreement of the Partnership, dated as of March 21, 2025 (the "Initial Partnership Agreement");

WHEREAS, on June 30, 2025, Holdings merged with and into the Partnership, following which the separate existence of Holdings ceased and the Partnership continued as the surviving entity (the "Pre-Closing Conversion");

WHEREAS, Merger Sub 2, Rocket Sub, Rock Holdings, Inc., a Michigan corporation and Daniel Gilbert entered into the Amended and Restated Limited Partnership Agreement, dated as of June 30, 2025 (the "Amended and Restated Limited Partnership Agreement"); and

WHEREAS, the parties desire to enter into this Agreement and make the modifications hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the parties hereby agree to amend and restate the Amended and Restated Limited Partnership Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS AND USAGE

Section 1.01 Definitions.

(a) The following terms shall have the following meanings for the purposes of this Agreement:

"Additional Partner" means any Person admitted as a Partner of the Partnership pursuant to Section 3.02 in connection with the new issuance of Units to such Person.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person; provided that no Partner nor any Affiliate of any Partner shall be deemed to be an Affiliate of any other Partner or any of its Affiliates solely by virtue of such Partners' Units.

"Applicable Law" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority or Regulatory Agency that is binding upon or applicable to such Person or its assets, as amended unless expressly specified otherwise.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York or Detroit, Michigan are authorized or required by Applicable Law to close.

"Capital Account" means the capital account established and maintained for each Partner pursuant to Section 5.02.

"Capital Contribution" means, with respect to any Partner, the amount of money and the initial Carrying Value of any Property (other than money) contributed to the Partnership.

"Carrying Value" means with respect to any Property (other than money), such Property's adjusted basis for U.S. federal income tax purposes, except as follows:

(i) The initial Carrying Value of any such Property contributed by a Partner to the Partnership shall be the gross fair market value of such Property, as reasonably determined by the General Partner;

(ii) The Carrying Values of all such Properties shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account), as reasonably determined by the General Partner, at the time of any Revaluation pursuant to Section 5.02(c);

(iii) The Carrying Value of any item of such Properties distributed to any Partner shall be adjusted to equal the gross fair market value (taking Section 7701(g) of the Code into account) of such Property on the date of distribution as reasonably determined by the General Partner; and

(iv) The Carrying Values of such Properties shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such Properties pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of "Net Income" and "Net Loss"; provided, however, that Carrying Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv). If the Carrying Value of such Property has been determined or adjusted pursuant to subparagraph (i), (ii) or (iv), such Carrying Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Net Income and Net Loss.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Control" including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of a corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary.

"Covered Person" means (i) each Partner or an Affiliate thereof, in each case in such capacity, (ii) each officer, director, shareholder, member, partner, employee, representative, agent or trustee of a Partner or an Affiliate thereof, in all cases in such capacity and (iii) each officer, director, shareholder (other than any public shareholder of RocketCo that is not a Partner), member, partner, employee, representative, agent or trustee of the General Partner, Merger Sub 2 (in the event Merger Sub 2 is not the General Partner), RocketCo, the Partnership or an Affiliate controlled thereby, in all cases in such capacity.

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Carrying Value of an asset differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Carrying Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for U.S. federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Carrying Value using any reasonable method selected by the General Partner.

"Equity Securities" means, with respect to any Person, any (i) membership interests or shares of capital stock, (ii) equity, ownership, voting, profit or participation interests or (iii) similar rights or securities in such Person or any of its Subsidiaries, or any rights or securities convertible into or exchangeable for, options or other rights to acquire from such Person or any of its Subsidiaries, or obligation on the part of such Person or any of its Subsidiaries to issue, any of the foregoing.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Fiscal Year" means the Partnership's fiscal year, which shall initially be the calendar year and which may be changed from time to time as determined by the General Partner.

"General Partner" means (i) Merger Sub 2 so long as Merger Sub 2 has not withdrawn as the General Partner pursuant to Section 7.02 and (ii) any successor thereof appointed as General Partner in accordance with Section 7.02.

"General Partnership Interests" means the interests in the Partnership issued to and owned by the General Partner.

"Governmental Authority" means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency or official, including any political subdivision thereof.

"Indebtedness" means (a) all indebtedness for borrowed money (including capitalized lease obligations, sale-leaseback transactions or other similar transactions, however evidenced), (b) any other indebtedness that is evidenced by a note, bond, debenture, draft or similar instrument, (c) notes payable and (d) lines of credit and any other agreements relating to the borrowing of money or extension of credit.

"Limited Partnership Interests" means the interests in the Partnership issued to and owned by the Partners, other than the General Partner.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period, an amount equal to the Partnership's taxable income or loss for such Fiscal Year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Partnership that is exempt from U.S. federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of "Net Income" and "Net Loss" shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income and Net Loss pursuant to this definition of "Net Income" and "Net Loss," shall be treated as deductible items;

(iii) In the event the Carrying Value of any Partnership asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of "Carrying Value," the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Carrying Value of the asset) or an item of loss (if the adjustment decreases the Carrying Value of the asset) from the disposition of such asset and shall be taken into account, immediately prior to the event giving rise to such adjustment, for purposes of computing Net Income or Net Loss;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed by reference to the Carrying Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Carrying Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year, computed in accordance with the definition of Depreciation; and

(vi) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest in the Partnership, the amount of such adjustment shall be treated as an item of gain (if the adjustment

increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Income or Net Loss.

"Partner" means any Person named as a Partner of the Partnership on the Partner Schedule and the books and records of the Partnership, as the same may be amended from time to time to reflect any Person admitted as an Additional Partner or a Substitute Partner, for so long as such Person continues to be a Partner of the Partnership.

"Partnership Audit Provisions" means Title XI, Section 1101, of the Bipartisan Budget Act of 2015, P.L. 114-74 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof, and any comparable provisions of state or local tax law).

"Partnership Units" means the General Partnership Interests and the Limited Partnership Interests.

"Percentage Interest" means, with respect to any Partner, a fractional amount, expressed as a percentage: (i) the numerator of which is the aggregate number of Partnership Units owned of record thereby and (ii) the denominator of which is the aggregate number of Partnership Units issued and outstanding. The sum of the outstanding Percentage Interests of all Partners shall at all times equal 100%.

"Person" means any individual, corporation, partnership, unincorporated association or other entity.

"Prime Rate" means the rate of interest from time to time identified by JP Morgan Chase, N.A. as being its "prime" or "reference" rate.

"Property" means an interest of any kind in any real, personal or intellectual (or mixed) property, including cash, and any improvements thereto, and shall include both tangible and intangible property.

"Regulatory Agency" means the SEC, FINRA and any other regulatory authority or body (including any state or provincial securities authority and any self-regulatory organization) with jurisdiction over the Partnership or any of its Subsidiaries.

"Relative Percentage Interest" means, with respect to any Partner relative to another Partner or Partners, a fractional amount, expressed as a percentage, the numerator of which is the Percentage Interest of such Partner; and the denominator of which is (x) the Percentage Interest of such Partner plus (y) the aggregate Percentage Interest of such other Partner or Partners.

"RocketCo" means Rocket Companies, Inc., a Delaware corporation.

"SEC" means the United States Securities and Exchange Commission.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of

the total voting power of Equity Securities or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

"Substitute Partner" means any Person admitted as a Partner of the Partnership pursuant to Section 3.02 in connection with the Transfer of then-existing Units to such Person.

"Transfer" of a Unit means, directly or indirectly, any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation or other disposition or encumbrance of such Unit or any legal or beneficial interest in such Unit, in whole or in part, whether or not for value and whether voluntary or involuntary or by operation of Applicable Law; provided, however, that the following shall not be considered a "Transfer": (i) the pledge of Units by a Partner that creates a mere security interest in such Units pursuant to a bona fide loan or indebtedness transaction so long as such Partner continues to exercise sole voting control over such pledged Units; provided, however, that a foreclosure on such Units or other similar action by the pledgee shall constitute a "Transfer"; or (ii) the fact that the spouse of any Partner possesses or obtains an interest in such Partner's Units arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a "Transfer" of such Units. The terms "Transferred", "Transferring", "Transferor", "Transferee" and "Transferable" have meanings correlative to the foregoing.

"Treasury Regulations" mean the regulations promulgated under the Code, as amended from time to time.

"Units" means Partnership Units or any other class of Limited Partnership Interests or General Partnership Interests designated by the Partnership after the date hereof in accordance with this Agreement; provided that any type, class or series of Units shall have the designations, preferences or special rights set forth or referenced in this Agreement, and the limited partnership interests of the Partnership represented by such type, class or series of Units shall be determined in accordance with such designations, preferences or special rights.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Agreed-Upon Venues	Section 11.05(a)
Agreement	Preamble
Amended and Restated Limited Partnership Agreement	Recitals
Confidential Information	Section 11.10(b)
Controlled Entities	Section 9.02(e)
Dissolution Event	Section 10.01(c)
e-mail	Section 11.03
Expenses	Section 9.02(e)

Holdings	Recitals
Imputed Underpayment Amount	Section 6.01(b)
Indemnification Sources	Section 9.02(e)
Indemnitee-Related Entities	Section 9.02(e)(i)
Initial Partnership Agreement	Recitals
Jointly Indemnifiable Claims	Section 9.02(e)(ii)
Merger Sub 2	Preamble
Michigan LARA	Recitals
Officers	Section 7.05(a)
Partner Parties	Section 11.10(a)
Partner Schedule	Section 3.01(a)
Partnership	Preamble
Pre-Closing Conversion	Recitals
Process Agent	Section 11.05(b)
Revaluation	Section 5.02(c)
Rocket Sub	Preamble
Withholding Advances	Section 5.06(b)

Section 1.02 Other Definitional and Interpretative Provisions. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. The word "or" shall be disjunctive but not exclusive. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to "law", "laws" or to a particular statute or law shall be deemed also to include any Applicable Law. As used in this Agreement, all references to "majority in interest" and phrases of similar import shall be deemed to refer to such percentage or fraction of interest based on the Relative Percentage Interests of the Partners subject to such determination. Unless otherwise expressly provided herein, when any approval, consent or other matter requires any action or approval of any group of Partners, including any holders of any class of Units, such approval, consent or other matter shall require the approval of a majority in interest of such group of Partners. Except to the extent otherwise

expressly provided herein, all references to any Partner shall be deemed to refer solely to such Person in its capacity as such Partner and not in any other capacity.

ARTICLE II

THE PARTNERSHIP

Section 2.01 Formation. The Partnership was formed upon the filing of the Certificate of Limited Partnership of the Partnership with the Michigan LARA on March 21, 2025. The General Partner or an "authorized agent" within the meaning of the Michigan Act shall file and record any amendments or restatements to the Certificate of Limited Partnership of the Partnership and such other certificates and documents (and any amendments or restatements thereof) as may be required under the laws of the State of Michigan and of any other jurisdiction in which the Partnership may conduct business. The authorized agent or representative shall, on request, provide any Partner with copies of each such document as filed and recorded. The Partners hereby agree that the Partnership and its Subsidiaries shall be governed by the terms and conditions of this Agreement and, except as provided herein, the Michigan Act.

Section 2.02 Name. The name of the Partnership shall be Rocket Limited Partnership; provided that the General Partner may change the name of the Partnership to such other name as the General Partner shall determine, provided that such change is made in accordance with the requirements of the Michigan Act and subject to the approval of the Partners as provided for in the Michigan Act. The General Partner or an authorized agent, and shall have the authority to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by Applicable Law or as, in the reasonable judgment of the General Partner, may be necessary or advisable to effect such change.

Section 2.03 Term. The Partnership shall have perpetual existence unless sooner dissolved and its affairs wound up as provided in Article X.

Section 2.04 Registered Agent and Registered Office. The name of the registered agent of the Partnership for service of process on the Partnership in the State of Michigan shall be C T Corporation System, and the address of such registered agent and the address of the registered office of the Partnership in the State of Michigan shall be C T Corporation System, 40600 Ann Arbor Road East, Suite 201, Plymouth, Michigan 48170. Such office and such agent may be changed to such place within the State of Michigan and any successor registered agent, respectively, as may be determined from time to time by the General Partner in accordance with the Michigan Act.

Section 2.05 Purposes. The primary business and purpose of the Partnership shall be to engage in such activities related to the mortgage, real estate and personal finance or other related businesses.

Section 2.06 Powers of the Partnership. The Partnership shall have the power and authority to take any and all actions necessary, appropriate or advisable to or for the furtherance of the purposes set forth in Section 2.05.

Section 2.07 Partnership Tax Status. The Partners intend that the Partnership shall be treated as a partnership for federal, state and local income tax purposes to the extent such treatment is available, and agree to take (or refrain from taking) such actions as may be necessary to receive and maintain such treatment and refrain from taking any actions inconsistent thereof.

Section 2.08 Regulation of Internal Affairs. The internal affairs of the Partnership and the conduct of its business shall be regulated by this Agreement, and to the extent not provided for herein, shall be determined by the General Partner.

Section 2.09 Ownership of Property. Legal title to all Property, conveyed to, or held by the Partnership or its Subsidiaries shall reside in the Partnership or its Subsidiaries and shall be conveyed only in the name of the Partnership or its Subsidiaries and no Partner or any other Person, individually, shall have any ownership of such Property.

Section 2.10 Subsidiaries. The Partnership shall cause the business and affairs of each of the Subsidiaries to be managed by the General Partner in accordance with and in a manner consistent with this Agreement.

ARTICLE III

UNITS; PARTNERS; BOOKS AND RECORDS; REPORTS

Section 3.01 Units; Admission of Partners.

(a) As of the date hereof, the number of Partnership Units held by each Partner is as set forth on Schedule A (the "Partner Schedule"). The Partner Schedule shall be maintained by the General Partner on behalf of the Partnership in accordance with this Agreement and, upon any subsequent update to the Partner Schedule, the General Partner shall promptly deliver a copy of such updated Partner Schedule to each Partner. When any Units or other Equity Securities of the Partnership are issued, repurchased, redeemed, converted or Transferred in accordance with this Agreement, the Partner Schedule shall be amended by the General Partner to reflect such issuance, repurchase, redemption or Transfer, the admission of additional or substitute Partners and the resulting Percentage Interest of each Partner. Following the date hereof, no Person shall be admitted as a Partner and no additional Units shall be issued except as expressly provided herein.

(b) The General Partner may cause the Partnership to authorize and issue from time to time such other Units or other Equity Securities of any type, class or series and having the designations, preferences or special rights as may be determined the General Partner. Such Units or other Equity Securities may be issued pursuant to such agreements as the General Partner shall approve, with respect to Persons employed by or otherwise performing services for the Partnership or any of its Subsidiaries, other equity compensation agreements, options or warrants. When any such other Units or other Equity Securities are authorized and issued, the Partner Schedule and this Agreement shall be amended by the General Partner to reflect such additional issuances and resulting dilution, which shall be borne pro rata by all Partners based on their Partnership Units.

Section 3.02 Substitute Partners and Additional Partners.

(a) No Transferee of any Units or Person to whom any Units are issued pursuant to this Agreement shall be admitted as a Partner hereunder or acquire any rights hereunder, including any class voting rights or the right to receive distributions and allocations in respect of the Transferred or issued Units, as applicable, unless (i) such Units are Transferred or issued in compliance with the provisions of this Agreement and (ii) such Transferee or recipient shall have executed and delivered to the Partnership such instruments as the General Partner deems necessary or desirable, in its reasonable discretion, to effectuate the admission of such Transferee or recipient as a Partner and to confirm the agreement of such Transferee or recipient to be bound by all the terms and provisions of this Agreement. Upon complying with the immediately preceding sentence, without the need for any further action of any Person, a Transferee or recipient shall be deemed admitted to the Partnership as a Partner. A Substitute Partner shall enjoy the same rights, and be subject to the same obligations, as the Transferor; provided that such Transferor shall not be relieved of any obligation or liability hereunder arising prior to the consummation of such Transfer but shall be relieved of all future obligations with respect to the Units so Transferred. As promptly as practicable after the admission of any Person as a Partner, the books and records of the Partnership shall be changed to reflect such admission of a Substitute Partner or Additional Partner. In the event of any admission of a Substitute Partner or Additional Partner pursuant to this Section 3.02(a), this Agreement shall be deemed amended to reflect such admission, and any formal amendment of this Agreement (including the Partner Schedule) in connection therewith shall only require execution by the General Partner and such Substitute Partner or Additional Partner, as applicable, to be effective.

(b) If a Partner shall Transfer all (but not less than all) its Units, the Partner shall thereupon cease to be a Partner of the Partnership.

(c) When any Units are Transferred in accordance with the terms of this Agreement, the Partnership shall cause such Transfer to be registered on the books of the Partnership.

Section 3.03 Tax and Accounting Information.

(a) Accounting Decisions and Reliance on Others. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the General Partner in accordance with Applicable Law and with accounting methods followed for U.S. federal income tax purposes. In making such decisions, the General Partner may rely upon the advice of the independent accountants of the Partnership.

(b) Records and Accounting Maintained. The books and records of the Partnership shall be kept, and the financial position and the results of its operations recorded, in all material respects in accordance with United States generally accepted accounting principles as in effect from time to time. The Fiscal Year of the Partnership shall be used for financial reporting and for U.S. federal income tax purposes.

(c) Financial Reports. The books and records of the Partnership shall be audited as of the end of each Fiscal Year by the same accounting firm that audits the books and records of RocketCo (or, if such firm declines to perform such audit, by an accounting firm selected by the General Partner).

(d) Tax Returns.

(i) The Partnership shall timely prepare or cause to be prepared all federal, state, local and foreign tax returns (including information returns) of the Partnership and its Subsidiaries, which may be required by a jurisdiction in which the Partnership and its Subsidiaries operate or conduct business for each year or period for which such returns are required to be filed and shall cause such returns to be timely filed; and

(ii) The Partnership shall furnish to each Partner (a) as soon as reasonably practical after the end of each Fiscal Year, all information concerning the Partnership and its Subsidiaries required for the preparation of tax returns of such Partners (or any beneficial owner(s) of such Partner), including a report (including Schedule K-1), indicating each Partner's share of the Partnership's taxable income, gain, credits, losses and deductions for such year, in sufficient detail to enable such Partner to prepare its federal, state and other tax returns; provided that estimates of such information believed by the General Partner in good faith to be reasonable shall be provided within 90 days of the end of the Fiscal Year, (b) as soon as reasonably possible after the close of the relevant fiscal period, but in no event later than ten days prior to the date an estimated tax payment is due, such information concerning the Partnership as is required to enable such Partner (or any beneficial owner of such Partner) to pay estimated taxes and (c) as soon as reasonably possible after a request by such Partner, such other information concerning the Partnership and its Subsidiaries that is reasonably requested by such Partner for compliance with its tax obligations (or the tax obligations of any beneficial owner(s) of such Partner) or for tax planning purposes.

(e) Inconsistent Positions.

No Partner shall take a position on its income tax return with respect to any item of Partnership income, gain, deduction, loss or credit that is different from the position taken on the Partnership's income tax return with respect to such item unless such Partner notifies the Partnership of the different position the Partner desires to take and the Partnership's regular tax advisors, after consulting with the Partner, are unable to provide an opinion that (after taking into account all of the relevant facts and circumstances) the arguments in favor of the Partnership's position outweigh the arguments in favor of the Partner's position.

Section 3.04 Books and Records. The Partnership shall keep full and accurate books of account and other records of the Partnership at its principal place of business. No Partner (other than the General Partner) shall have any right to inspect the books and records of Merger Sub 2, the Partnership or any of its Subsidiaries.

ARTICLE IV

[RESERVED]

ARTICLE V

**CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS;
DISTRIBUTIONS; ALLOCATIONS**

Section 5.01 Capital Contributions.

(a) From and after the date hereof, no Partner shall have any obligation to the Partnership, to any other Partner or to any creditor of the Partnership to make any further Capital Contribution.

(b) Except as expressly provided herein, no Partner, in its capacity as a Partner, shall have the right to receive any cash or any other property of the Partnership.

Section 5.02 Capital Accounts.

(a) Maintenance of Capital Accounts. The Partnership shall maintain a Capital Account for each Partner on the books of the Partnership in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv) and, to the extent consistent with such provisions, the following provisions:

(i) To each Partner's Capital Account there shall be credited: (A) such Partner's Capital Contributions, (B) such Partner's distributive share of Net Income and any item in the nature of income or gain that is allocated pursuant to Section 5.04 and (C) the amount of any Partnership liabilities assumed by such Partner or that are secured by any Property distributed to such Partner.

(ii) To each Partner's Capital Account there shall be debited: (A) the amount of money and the Carrying Value of any Property distributed to such Partner pursuant to any provision of this Agreement, (B) such Partner's distributive share of Net Loss and any items in the nature of expenses or losses that are allocated to such Partner pursuant to Section 5.04 and (C) the amount of any liabilities of such Partner assumed by the Partnership or that are secured by any Property contributed by such Partner to the Partnership.

(iii) In determining the amount of any liability for purposes of subparagraphs (ii) and (iii) above there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the General Partner shall reasonably determine that it is prudent to modify the manner in which the Capital Accounts or any debits or credits thereto are maintained (including debits or credits relating to liabilities that are secured by contributed or distributed Property or that are

assumed by the Partnership or the Partners), the General Partner may make such modification so long as such modification will not have any effect on the amounts distributed to any Person pursuant to Article X upon the dissolution of the Partnership. The General Partner also shall (i) make any adjustments that are necessary or appropriate to maintain equality between Capital Accounts of the Partners and the amount of capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

(b) Succession to Capital Accounts. In the event any Person becomes a Substitute Partner in accordance with the provisions of this Agreement, such Substitute Partner shall succeed to the Capital Account of the former Partner to the extent such Capital Account relates to the Transferred Units.

(c) Adjustments of Capital Accounts. The Partnership shall revalue the Capital Accounts of the Partners in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) (a "Revaluation") at the following times: (i) immediately prior to the contribution of more than a *de minimis* amount of money or other property to the Partnership by a new or existing Partner as consideration for one or more Units; (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of property in respect of one or more Units; (iii) the issuance by the Partnership of more than a *de minimis* amount of Units as consideration for the provision of services to or for the benefit of the Partnership (as described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5)(iii)); and (iv) the liquidation of the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i), (ii) and (iii) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interest of the Partners.

(d) No Partner shall be entitled to withdraw capital or receive distributions except as specifically provided herein. A Partner shall have no obligation to the Partnership, to any other Partner or to any creditor of the Partnership to restore any negative balance in the Capital Account of such Partner. Except as expressly provided elsewhere herein, no interest shall be paid on the balance in any Partner's Capital Account.

(e) Whenever it is necessary for purposes of this Agreement to determine a Partner's Capital Account on a per Unit basis, such amount shall be determined by dividing the Capital Account of such Partner attributable to the applicable class of Units held of record by such Partner by the number of Units of such class held of record by such Partner.

Section 5.03 Amounts and Priority of Distributions.

(a) Distributions Generally. Except as otherwise provided in Section 10.02, distributions shall be made to the Partners as set forth in this Section 5.03, at such times and in such amounts as the General Partner, in its sole discretion, shall determine.

(b) Distributions to the Partners. At such times and in such amounts as the General Partner, in its sole discretion, shall determine, distributions shall be made to the Partners in proportion to their respective Percentage Interests.

(c) Distributions in Kind. Any distributions in kind shall be made at such times and in such amounts as the General Partner, in its sole discretion, shall determine based on their fair market value as determined by the General Partner in the same proportions as if distributed in accordance with Section 5.03(b), with all Partners participating in proportion to their respective Percentage Interests. If cash and property are to be distributed in kind simultaneously, the Partnership shall distribute such cash and property in kind in the same proportion to each Partner.

Section 5.04 Allocations of Net Income and Net Loss. For each Fiscal Year (or portion thereof), Net Income or Net Loss, as the case may be, and each item of income, gain, loss and deduction entering into the computation thereof, shall be allocated among the Partners in a manner that, in the General Partner's discretion, as closely as possible gives effect to the economic provisions of this Agreement.

Section 5.05 Other Allocation Rules.

(a) Interim Allocations Due to Percentage Adjustment. If a Percentage Interest is the subject of a Transfer or the Partners' interests in the Partnership change pursuant to the terms of the Agreement during any Fiscal Year, the amount of Net Income and Net Loss (or items thereof) to be allocated to the Partners for such entire Fiscal Year shall be allocated to the portion of such Fiscal Year which precedes the date of such Transfer or change (and if there shall have been a prior Transfer or change in such Fiscal Year, which commences on the date of such prior Transfer or change) and to the portion of such Fiscal Year which occurs on and after the date of such Transfer or change (and if there shall be a subsequent Transfer or change in such Fiscal Year, which precedes the date of such subsequent Transfer or change), in accordance with a pro rata allocation unless the General Partner elects to use an interim closing of the books, and the amounts of the items so allocated to each such portion shall be credited or charged to the Partners in accordance with Section 5.04 as in effect during each such portion of the Fiscal Year in question. Such allocation shall be in accordance with Section 706 of the Code and the regulations thereunder and made without regard to the date, amount or receipt of any distributions that may have been made with respect to the transferred Percentage Interest to the extent consistent with Section 706 of the Code and the regulations thereunder. As of the date of such Transfer, the Transferee shall succeed to the Capital Account of the Transferor with respect to the transferred Units.

(b) Tax Allocations: Code Section 704(c). For U.S. federal, state and local income tax purposes, items of income, gain, loss, deduction and credit shall be allocated to the Partners in accordance with the allocations of the corresponding items for Capital Account purposes under Section 5.04, except that items with respect to where there is a difference between tax basis and book basis shall be allocated in accordance with Section 704(c) of the Code, the Treasury Regulations thereunder and Treasury Regulations Section 1.704-1(b)(4)(i). Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.05(b), Section 704(c) of the Code (and the principles thereof), and Treasury Regulation 1.704-1(b)(4)(i) are solely for purposes of federal, state, and local taxes and

shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Net Income, Net Loss, other items, or distributions pursuant to any provision of this Agreement.

(c) Modification of Allocations. The allocations set forth in Section 5.04 and Section 5.05 are intended to comply with certain requirements of the Treasury Regulations. Notwithstanding the other provisions of this Article V, the General Partner shall be authorized to make, in its reasonable discretion, appropriate amendments to the allocations of Net Income and Net Loss (and to individual items of income, gain, loss, deduction and credit) pursuant to this Agreement (i) in order to comply with Section 704 of the Code or applicable Treasury Regulations, (ii) to allocate properly Net Income and Net Loss (and individual items of income, gain, loss, deduction and credit) to those Partners that bear the economic burden or benefit associated therewith and (iii) to cause the Partners to achieve the objectives underlying this Agreement as reasonably determined by the General Partner

Section 5.06 Tax Withholding; Withholding Advances.

(a) Tax Withholding.

(i) If requested by the General Partner, each Partner shall, if able to do so, deliver to the General Partner: (A) an affidavit in form satisfactory to the Partnership that the applicable Partner (or its partners, as the case may be) is not subject to withholding under the provisions of any Applicable Law; (B) any certificate that the Partnership may reasonably request with respect to any such laws; or (C) any other form or instrument reasonably requested by the Partnership relating to any Partner's status under such law. In the event that a Partner fails or is unable to deliver to the Partnership an affidavit described in subclause (A) of this clause (i), the Partnership may withhold amounts from such Partner in accordance with Section 5.06(b).

(ii) After receipt of a written request of any Partner, the Partnership shall provide such information to such Partner and take such other action as may be reasonably necessary to assist such Partner in making any necessary filings, applications or elections to obtain any available exemption from, or any available refund of, any withholding imposed by any foreign taxing authority with respect to amounts distributable or items of income allocable to such Partner hereunder to the extent not adverse to the Partnership or any Partner. In addition, the Partnership shall, at the request of any Partner, make or cause to be made (or cause the Partnership to make) any such filings, applications or elections; provided that any such requesting Partner shall cooperate with the Partnership, with respect to any such filing, application or election to the extent reasonably determined by the Partnership and that any filing fees, taxes or other out-of-pocket expenses reasonably incurred and related thereto shall be paid and borne by such requesting Partner or, if there is more than one requesting Partner, by such requesting Partners in accordance with their Relative Percentage Interests.

(b) Withholding Advances. To the extent the Partnership is required by Applicable Law to withhold or to make tax payments on behalf of or with respect to any Partner (e.g., backup withholding) ("Withholding Advances"), the Partnership may withhold such amounts and make such tax payments as so required.

(c) Repayment of Withholding Advances. All Withholding Advances made on behalf of a Partner, plus interest thereon at a rate equal to the Prime Rate as of the date of such Withholding Advances plus 2.0% per annum, shall (i) be paid on demand by the Partner on whose behalf such Withholding Advances were made (it being understood that no such payment shall increase such Partner's Capital Account), or (ii) with the consent of the General Partner and the affected Partner be repaid by reducing the amount of the current or next succeeding distribution or distributions that would otherwise have been made to such Partner or, if such distributions are not sufficient for that purpose, by so reducing the proceeds of liquidation otherwise payable to such Partner. Whenever repayment of a Withholding Advance by a Partner is made as described in clause (ii) of this Section 5.06(c), for all other purposes of this Agreement such Partner shall be treated as having received all distributions (whether before or upon any Dissolution Event) unreduced by the amount of such Withholding Advance and interest thereon.

(d) Withholding Advances - Reimbursement of Liabilities. Each Partner hereby agrees to reimburse the Partnership for any liability with respect to Withholding Advances (including interest thereon) required or made on behalf of or with respect to such Partner (including penalties imposed with respect thereto).

ARTICLE VI

CERTAIN TAX MATTERS

Section 6.01 Partnership Representative.

(a) The "Partnership Representative" (as such term is defined under Partnership Audit Provisions) of the Partnership shall be selected by the General Partner with the initial Partnership Representative being Merger Sub 2. The Partnership Representative may retain, at the Partnership's expense, such outside counsel, accountants and other professional consultants as it may reasonably deem necessary in the course of fulfilling its obligations as the Partnership Representative. The Partnership Representative is authorized to take, and shall determine in its sole discretion whether or not the Partnership will take, such actions and execute and file all statements and forms on behalf of the Partnership that are approved by the General Partner and are permitted or required by the applicable provisions of the Partnership Audit Provisions (including a "push-out" election under Section 6226 of the Code or any analogous election under state or local tax law). Each Partner agrees to cooperate with the Partnership Representative and to use commercially reasonable efforts to do or refrain from doing any or all things requested by the Partnership Representative (including paying any and all resulting taxes, additions to tax, penalties and interest in a timely fashion) in connection with any examination of the Partnership's affairs by any federal, state, or local tax authorities, including resulting administrative and judicial proceedings.

(b) In the event that the Partnership Representative has not caused the Partnership to make a "push-out" election pursuant to Section 6226 of the Partnership Audit Provisions, then any "imputed underpayment" (as determined in accordance with Section 6225 of the Partnership Audit Provisions) or partnership adjustment that does not give rise to an imputed underpayment shall be apportioned among the Partners of the Partnership for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the

Partnership Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the imputed underpayment or other partnership adjustment and any associated interest and penalties (any such amount, an "Imputed Underpayment Amount") are borne by the Partners based upon their Percentage Interests in the Partnership for the reviewed year. Imputed Underpayment Amounts also shall include any imputed underpayment within the meaning of Section 6225 of the Partnership Audit Provisions paid (or payable) by any entity treated as a partnership for U.S. federal income tax purposes in which the Partnership holds (or has held) a direct or indirect interest other than through entities treated as corporations for U.S. federal income tax purposes to the extent that the Partnership bears the economic burden of such amounts, whether by Applicable Law or contract.

(c) Each Partner agrees to indemnify and hold harmless the Partnership from and against any liability with respect to such Partner's share of any tax deficiency paid or payable by the Partnership that is allocable to the Partner as determined in accordance with Section 6.01(b) with respect to an audited or reviewed taxable year for which such Partner was a partner in the Partnership. Any obligation of a Partner pursuant to this Section 6.01(c) shall be implemented through adjustments to distributions otherwise payable to such Partner as determined in accordance with Section 5.03; provided, however, that, at the written request of the Partnership Representative, each Partner or former Partner may be required to contribute to the Partnership such Partner's Imputed Underpayment Amount imposed on and paid by the Partnership; provided, further, that if a Partner or former Partner individually directly pays, pursuant to the Partnership Audit Provisions, any such Imputed Underpayment Amount, then such payment shall reduce any offset to distribution or required capital contribution of such Partner or former Partner. Any amount withheld from distributions pursuant to this Section 6.01(c) shall be treated as an amount distributed to such Partner or former Partner for all purposes under this Agreement. For the avoidance of doubt, the obligations of a Partner set forth in this Section 6.01(c) shall survive the withdrawal of a Partner from the Partnership or any Transfer of a Partner's interest.

Section 6.02 Section 754 Election. The Partnership has previously made or will make a timely election under Section 754 of the Code (and a corresponding election under state and local law) effective starting with the taxable year ended December 31, 2020, and the General Partner shall not take any action to revoke such election.

Section 6.03 Debt Allocation. Indebtedness of the Partnership treated as "excess nonrecourse liabilities" (as defined in Treasury Regulation Section 1.752-3(a)(3)) shall be allocated among the Partners in the discretion of the General Partner.

ARTICLE VII

MANAGEMENT OF THE PARTNERSHIP

Section 7.01 Management by the General Partner. Except as otherwise specifically set forth in this Agreement, the General Partner shall be deemed to be a "general partner" for purposes of applying the Michigan Act. Except as expressly provided in this Agreement or the Michigan Act, the day-to-day business and affairs of the Partnership shall be managed, operated and controlled by the General Partner in accordance with the terms of this Agreement and no other Partners shall have management authority or rights over the Partnership. The General Partner is,

to the extent of its rights and powers set forth in this Agreement, an agent of the Partnership for the purpose of the Partnership's business, and the actions of the General Partner taken in accordance with such rights and powers, shall bind the Partnership (and no other Partners shall have such right). Except as expressly provided in this Agreement, the General Partner shall have all necessary powers to carry out the purposes, business, and objectives of the Partnership. The General Partner may delegate to Partners, employees, officers or agents of the Partnership in its discretion the authority to sign agreements and other documents on behalf of the Partnership.

Section 7.02 Withdrawal of the General Partner. Merger Sub 2 may withdraw as the General Partner and appoint as its successor at any time upon written notice to the Partnership, (i) any wholly-owned Subsidiary of Merger Sub 2, (ii) any Person of which Merger Sub 2 is a wholly-owned Subsidiary, (iii) any Person into which Merger Sub 2 is merged or consolidated or (iv) any transferee of all or substantially all of the assets of Merger Sub 2, which withdrawal and replacement shall be effective upon the delivery of such notice. No appointment of a Person other than Merger Sub 2 (or its successor, as applicable) as General Partner shall be effective unless Merger Sub 2 (or its successor, as applicable) and the new General Partner (as applicable) provide all other Partners with contractual rights, directly enforceable by such other Partners against the new General Partner, to cause the new General Partner to comply with all the General Partner's obligations under this Agreement.

Section 7.03 Decisions by the Partners.

(a) Other than the General Partner, the Partners shall take no part in the management of the Partnership's business, shall transact no business for the Partnership and shall have no power to act for or to bind the Partnership; provided, however, that the Partnership may engage any Partner or principal, partner, member, shareholder or interest holder thereof as an employee, independent contractor or consultant to the Partnership, in which event the duties and liabilities of such individual or firm with respect to the Partnership as an employee, independent contractor or consultant shall be governed by the terms of such engagement with the Partnership.

(b) Except as expressly provided herein, neither the Partners nor any class of Partners shall have the power or authority to vote, approve or consent to any matter or action taken by the Partnership. Except as otherwise provided herein, any proposed matter or action subject to the vote, approval or consent of the Partners or any class of Partners shall require the approval of (i) a majority in interest of the Partners or such class of Partners, as the case may be (by (x) resolution at a duly convened meeting of the Partners or such class of Partners, as the case may be, or (y) written consent of the Partners or such class of Partners, as the case may be) and (ii) the General Partner. Except as expressly provided herein, all Partners shall vote together as a single class on any matter subject to the vote, approval or consent of the Partners (but not, for the avoidance of doubt, any vote, approval or consent of any class of Partners). In the case of any such approval, a majority in interest of the Partners or any class of Partners, as the case may be, may call a meeting of the Partners or such class of Partners at such time and place or by means of telephone or other communications facility that permits all persons participating in such meeting to hear and speak to each other for the purpose of a vote thereon. Notice of any such meeting shall be required, which notice shall include a brief description of the action or actions to be considered by the Partners or such class of Partners, as the case may be. Unless waived by any such Partner in writing, notice of any such meeting shall be given to each Partner or Partner of such class, as

the case may be, at least four (4) days prior thereto. Attendance or participation of a Partner at a meeting shall constitute a waiver of notice of such meeting, except when such Partner attends or participates in the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly called or convened. Any action required or permitted to be taken at any meeting of the Partners may be taken without a meeting, if a consent in writing, setting forth the actions so taken, shall be signed by Partners sufficient to approve such action pursuant to this Section 7.03(b). A copy of any such consent in writing will be provided to the Partners promptly thereafter.

Section 7.04 [Reserved].

Section 7.05 Officers.

(a) Appointment of Officers. The General Partner may appoint individuals as officers ("Officers") of the Partnership, which may include such officers as the General Partner determines are necessary and appropriate. No Officer need be a Partner. An individual may be appointed to more than one office.

(b) Authority of Officers. The Officers shall have the duties, rights, powers and authority as may be prescribed by the General Partner from time to time.

(c) Removal, Resignation and Filling of Vacancy of Officers. The General Partner may remove any Officer, for any reason or for no reason, at any time. Any Officer may resign at any time by giving written notice to the Partnership, and such resignation shall take effect at the date of the receipt of that notice or any later time specified in that notice; provided that, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any such resignation shall be without prejudice to the rights, if any, of the Partnership or such Officer under this Agreement. A vacancy in any office because of death, resignation, removal or otherwise shall be filled by the General Partner.

ARTICLE VIII

[RESERVED]

ARTICLE IX

LIMITATION ON LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 9.01 Limitation on Liability. The debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Partnership, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Partnership; provided that the foregoing shall not alter a Partner's obligation to return funds wrongfully distributed to it.

Section 9.02 Exculpation and Indemnification.

(a) Subject to the duties of the General Partner and Officers set forth in Section 7.04, neither the General Partner nor any other Covered Person described in clause (iii) of the definition thereof shall be liable, including under any legal or equitable theory of fiduciary duty or other theory of liability, to the Partnership or to any other Covered Person for any losses, claims, damages or liabilities incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Partnership. There shall be, and each Covered Person shall be entitled to, a presumption that such Covered Person acted in good faith.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Partnership and upon such information, opinions, reports or statements presented to the Partnership by any Person as to matters the Covered Person reasonably believes are within such Person's professional or expert competence.

(c) The Partnership shall indemnify, defend and hold harmless each Covered Person against any losses, claims, damages, liabilities, expenses (including all reasonable out-of-pocket fees and expenses of counsel and other advisors), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, in which such Covered Person may be involved or become subject to, in connection with any matter arising out of or in connection with the Partnership's business or affairs, or this Agreement or any related document, unless such loss, claim, damage, liability, expense, judgment, fine, settlement or other amount (i) is as a result of a Covered Person not acting in good faith on behalf of the Partnership or arose as a result of the willful commission by such Covered Person of any act that is dishonest and materially injurious to the Partnership or (ii) results from the breach by any Partner (in such capacity) of its contractual obligations under this Agreement. If any Covered Person becomes involved in any capacity in any action, suit, proceeding or investigation in connection with any matter arising out of or in connection with the Partnership's business or affairs, or this Agreement or any related document, other than by reason of a Covered Person not acting in good faith on behalf of the Partnership or by reason of the willful commission by such Covered Person of any act that is dishonest and materially injurious to the Partnership, the Partnership shall reimburse such Covered Person for its reasonable legal and other reasonable out-of-pocket expenses (including the cost of any investigation and preparation) as they are incurred in connection therewith; provided that such Covered Person shall promptly repay to the Partnership the amount of any such reimbursed expenses paid to it if it shall be finally judicially determined that such Covered Person was not entitled to indemnification by, or contribution from, the Partnership in connection with such action, suit, proceeding or investigation. If for any reason (other than by reason of a Covered Person not acting in good faith on behalf of the Partnership or by reason of the willful commission by such Covered Person of any act that is dishonest and materially injurious to the Partnership) the foregoing indemnification is unavailable to such Covered Person, or insufficient to hold it harmless, then the Partnership shall contribute to the amount paid or payable by such Covered Person as a result of such loss, claim, damage, liability, expense, judgment, fine, settlement or other amount in such proportion as is appropriate to reflect any relevant equitable considerations. There shall be, and each Covered Person shall be entitled to, a rebuttable presumption that such Covered Person acted in good faith.

(d) The obligations of the Partnership under Section 9.02(c) shall be satisfied solely out of and to the extent of the Partnership's assets, and no Covered Person shall have any personal liability on account thereof.

(e) Given that certain Jointly Indemnifiable Claims may arise by reason of the service of a Covered Person to the Partnership or as a director, trustee, officer, partner, member, manager, employee, consultant, fiduciary or agent of other corporations, limited liability companies, partnerships, joint ventures, trusts, employee benefit plans or other enterprises controlled by the Partnership (collectively, the "Controlled Entities"), or by reason of any action alleged to have been taken or omitted in any such capacity, the Partnership acknowledges and agrees that the Partnership shall, and to the extent applicable shall cause the Controlled Entities to, be fully and primarily responsible for the payment to the Covered Person in respect of indemnification or advancement of all out-of-pocket costs of any type or nature whatsoever (including, without limitation, all attorneys' fees and related disbursements) in each case, actually and reasonably incurred by or on behalf of a Covered Person in connection with either the investigation, defense or appeal of a claim, demand, action, suit or proceeding or establishing or enforcing a right to indemnification under this Agreement or otherwise incurred in connection with a claim that is indemnifiable hereunder (collectively, "Expenses") in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with (as applicable) the terms of (i) the Michigan Act, (ii) this Agreement, (iii) any other agreement between the Partnership or any Controlled Entity and the Covered Person pursuant to which the Covered Person is indemnified, (iv) the laws of the jurisdiction of incorporation or organization of any Controlled Entity or (v) the certificate of incorporation, certificate of organization, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership, certificate of qualification or other organizational or governing documents of any Controlled Entity ((i) through (v) collectively, the "Indemnification Sources"), irrespective of any right of recovery the Covered Person may have from the Indemnitee-Related Entities. Under no circumstance shall the Partnership or any Controlled Entity be entitled to any right of subrogation or contribution by the Indemnitee-Related Entities and no right of advancement or recovery the Covered Person may have from the Indemnitee-Related Entities shall reduce or otherwise alter the rights of the Covered Person or the obligations of the Partnership or any Controlled Entity under the Indemnification Sources. In the event that any of the Indemnitee-Related Entities shall make any payment to the Covered Person in respect of indemnification or advancement of Expenses with respect to any Jointly Indemnifiable Claim, (i) the Partnership shall, and to the extent applicable shall cause the Controlled Entities to, reimburse the Indemnitee-Related Entity making such payment to the extent of such payment promptly upon written demand from such Indemnitee-Related Entity, (ii) to the extent not previously and fully reimbursed by the Partnership or any Controlled Entity pursuant to clause (i), the Indemnitee-Related Entity making such payment shall be subrogated to the extent of the outstanding balance of such payment to all of the rights of recovery of the Covered Person against the Partnership or any Controlled Entity, as applicable, and (iii) the Covered Person shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the Indemnitee-Related Entities effectively to bring suit to enforce such rights. The Partnership and the Covered Person agree that each of the Indemnitee-Related Entities shall be third-party beneficiaries with respect to this Section 9.02(e), entitled to enforce this Section 9.02(e) as though each such Indemnitee-Related Entity were a party to this Agreement. The Partnership shall cause each of the Controlled Entities to perform the terms and obligations of this Section 9.02(e) as though each such Controlled Entity was the "Partnership" under this Agreement. For purposes of this Section 9.02(e), the following terms shall have the following meanings:

(i) The term "Indemnitee-Related Entities" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Partnership, any Controlled Entity or the insurer under and pursuant to an insurance policy of the Partnership or any Controlled Entity) from whom a Covered Person may be entitled to indemnification or advancement of Expenses with respect to which, in whole or in part, the Partnership or any Controlled Entity may also have an indemnification or advancement obligation.

(ii) The term "Jointly Indemnifiable Claims" shall be broadly construed and shall include, without limitation, any claim, demand, action, suit or proceeding for which the Covered Person shall be entitled to indemnification or advancement of Expenses from both (i) the Partnership or any Controlled Entity pursuant to the Indemnification Sources, on the one hand, and (ii) any Indemnitee-Related Entity pursuant to any other agreement between any Indemnitee-Related Entity and the Covered Person pursuant to which the Covered Person is indemnified, the laws of the jurisdiction of incorporation or organization of any Indemnitee-Related Entity or the certificate of incorporation, certificate of organization, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or other organizational or governing documents of any Indemnitee-Related Entity, on the other hand.

ARTICLE X

DISSOLUTION AND TERMINATION

Section 10.01 Dissolution.

(a) The Partnership shall not be dissolved by the admission of Additional Partners or Substitute Partners pursuant to Section 3.02.

(b) No Partner shall (i) resign from the Partnership prior to the dissolution and winding up of the Partnership except in connection with a Transfer of Units pursuant to the terms of this Agreement or (ii) take any action to dissolve, terminate or liquidate the Partnership or to require apportionment, appraisal or partition of the Partnership or any of its assets, or to file a bill for an accounting, except as specifically provided in this Agreement, and each Partner, to the fullest extent permitted by Applicable Law, hereby waives any rights to take any such actions under Applicable Law, including any right to petition a court for judicial dissolution under Section 449.1802 of the Michigan Act.

(c) The Partnership shall be dissolved and its business wound up only upon the earliest to occur of any one of the following events (each a "Dissolution Event"):

(i) After the termination of the Partnership pursuant to Section 10.03; or

(ii) Upon the occurrence of any other event which, under Section 499.1801 of the Michigan Act, would cause the dissolution of the Partnership.

(d) The death, retirement, resignation, expulsion, bankruptcy, insolvency or dissolution of a Partner or the occurrence of any other event that terminates the continued

membership of a Partner of the Partnership shall not in and of itself cause dissolution of the Partnership.

Section 10.02 Winding Up of the Partnership.

(a) The General Partner shall promptly notify the other Partners of any Dissolution Event. Upon dissolution, the Partnership's business shall be liquidated in an orderly manner. The General Partner shall appoint a liquidating trustee to wind up the affairs of the Partnership pursuant to this Agreement. In performing its duties, the liquidating trustee is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Partnership in accordance with the Michigan Act and in any reasonable manner that the liquidating trustee shall determine to be in the best interest of the Partners.

(b) The proceeds of the liquidation of the Partnership shall be distributed in the following order and priority:

(i) first, to the creditors (including any Partners or their respective Affiliates that are creditors) of the Partnership in satisfaction of all of the Partnership's liabilities (whether by payment or by making reasonable provision for payment thereof, including the setting up of any reserves which are, in the judgment of the liquidating trustee, reasonably necessary therefor); and

(ii) second, to the Partners in the same manner as distributions under Section 5.03(b).

(c) Distribution of Property. In the event it becomes necessary in connection with the liquidation of the Partnership to make a distribution of Property in-kind, subject to the priority set forth in Section 10.02, the liquidating trustee shall have the right to compel each Partner to accept a distribution of any Property in-kind (with such Property, as a percentage of the total liquidating distributions to such Partner, corresponding as nearly as possible to such Partner's Percentage Interest), with such distribution being based upon the amount of cash that would be distributed to such Partners if such Property were sold for an amount of cash equal to the fair market value of such Property, as determined by the liquidating trustee in good faith.

Section 10.03 Termination. The Partnership shall terminate when all of the assets of the Partnership, after payment of or reasonable provision for the payment of all debts and liabilities of the Partnership, shall have been distributed to the Partners in the manner provided for in this Article X, and the articles of organization of the Partnership shall have been cancelled in the manner required by the Michigan Act.

Section 10.04 Survival. Termination, dissolution, liquidation or winding up of the Partnership for any reason shall not release any party from any liability which at the time of such termination, dissolution, liquidation or winding up already had accrued to any other party or which thereafter may accrue in respect to any act or omission prior to such termination, dissolution, liquidation or winding up.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense.

Section 11.02 Further Assurances. Each Partner agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by Applicable Law or as, in the reasonable judgment of the General Partner, may be necessary or advisable to carry out the intent and purposes of this Agreement.

Section 11.03 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("e-mail") transmission, so long as a receipt of such e-mail is requested and received) and shall be given to such party at the address, facsimile number or e-mail address specified for such party on the Partner Schedule hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

Section 11.04 Binding Effect; Benefit; Assignment.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

(b) No Partner may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the General Partner.

Section 11.05 Jurisdiction.

(a) The exclusive venues for all disputes arising out of this Agreement shall be the United States District Court for the Eastern District of Michigan and the Third Judicial Circuit, Wayne County, Michigan (the "Agreed-Upon Venues"), and no other venues. The parties stipulate that the Agreement is an arm's-length transaction entered into by sophisticated parties, and that the Agreed-Upon Venues are convenient, are not unreasonable, unfair, or unjust, and will not deprive any party of any remedy to which it may be entitled. The parties agree to consent to the dismissal of any action arising out of this Agreement that may be filed in a venue other than one of the Agreed-Upon Venues; the reasonable legal fees and costs of the party seeking dismissal for improper venue will be paid by the party that filed suit in the improper venue. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 11.03 shall be deemed effective service of process on such party.

(b) EACH OF THE PARTNERSHIP AND THE PARTNERS HEREBY IRREVOCABLY DESIGNATES C T CORPORATION SYSTEM (IN SUCH CAPACITY, THE "PROCESS AGENT"), WITH AN OFFICE AT C T CORPORATION SYSTEM, 40600 ANN ARBOR ROAD EAST, SUITE 201, PLYMOUTH, MICHIGAN 48170, AS ITS DESIGNEE, APPOINTEE AND AGENT TO RECEIVE, FOR AND ON ITS BEHALF SERVICE OF PROCESS IN SUCH JURISDICTION IN ANY LEGAL ACTION OR PROCEEDINGS WITH RESPECT TO THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, AND SUCH SERVICE SHALL BE DEEMED COMPLETE UPON DELIVERY THEREOF TO THE PROCESS AGENT; PROVIDED THAT IN THE CASE OF ANY SUCH SERVICE UPON THE PROCESS AGENT, THE PARTY EFFECTING SUCH SERVICE SHALL ALSO DELIVER A COPY THEREOF TO EACH OTHER SUCH PARTY IN THE MANNER PROVIDED IN SECTION 11.03 OF THIS AGREEMENT. EACH PARTY SHALL TAKE ALL SUCH ACTION AS MAY BE NECESSARY TO CONTINUE SAID APPOINTMENT IN FULL FORCE AND EFFECT OR TO APPOINT ANOTHER AGENT SO THAT SUCH PARTY SHALL AT ALL TIMES HAVE AN AGENT FOR SERVICE OF PROCESS FOR THE ABOVE PURPOSES IN WILMINGTON, DELAWARE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY MANNER PERMITTED BY APPLICABLE LAW. EACH PARTY EXPRESSLY ACKNOWLEDGES THAT THE FOREGOING WAIVER IS INTENDED TO BE IRREVOCABLE UNDER THE LAWS OF THE STATE OF MICHIGAN AND OF THE UNITED STATES OF AMERICA.

Section 11.06 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 11.07 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. Nothing in this Agreement shall create any third-party beneficiary rights in favor of any Person or other party, except to the extent provided herein with respect to Indemnitee-Related Entities, each of whom are intended third-party beneficiaries of those provisions that specifically relate to them with the right to enforce such provisions as if they were a party hereto.

Section 11.08 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

Section 11.09 Amendment.

(a) This Agreement can be amended at any time and from time to time by the General Partner; provided, in addition to the approval of the General Partner, no amendment to this Agreement may:

(i) adversely affect or modify in any material aspects the rights or duties of any Partner set forth in this Agreement without the prior written consent of such Partner, provided that the foregoing clause shall not apply with respect to any amendments to the Partner Schedule to reflect any changes in the Partners, Units or Percentage Interest of the Partners; or

(ii) adversely modify in any material respect the Units (or the rights, preferences or privileges of the Units) then held by any Partners in any materially disproportionate manner to those then held by any other Partners without the prior written consent of a majority in interest of such disproportionately affected Partner or Partners.

(b) For the avoidance of doubt, the General Partner, acting alone, may amend this Agreement, including the Partner Schedule, (x) to reflect the admission of new Partners or Transfers of Units, each as provided by and in accordance with, the terms of this Agreement and (y) to issue additional Partnership Units or any new class of Units (whether or not pari passu with the Partnership Units) in accordance with the terms of this Agreement and to provide that the Partners being issued such new Units be entitled to the rights provided to the Partners with respect to all or a portion of the provisions applicable thereto hereunder and any other rights that do not diminish or eliminate any of the express rights of the Partners described in Section 11.09(a)(i).

(c) No waiver of any provision or default under, nor consent to any exception to, the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

Section 11.10 Confidentiality.

(a) Each Partner shall, and shall direct those of its Affiliates and their respective directors, officers, members, stockholders, partners, employees, attorneys, accountants, consultants, trustees and other advisors (the "Partner Parties") who have access to Confidential Information to, keep confidential and not disclose any Confidential Information to any Person other than a Partner Party who agrees to keep such Confidential Information confidential in accordance with this Section 11.10, in each case without the express consent, in the case of Confidential Information acquired from the Partnership, of the General Partner or, in the case of Confidential Information acquired from another Partner, such other Partner, unless:

(i) such disclosure is required by Applicable Law;

(ii) such disclosure is reasonably required in connection with any tax audit involving the Partnership or any Partner or its Affiliates;

(iii) such disclosure is reasonably required in connection with any litigation against or involving the Partnership or any Partner; or

(iv) such disclosure is reasonably required in connection with any proposed Transfer of all or any part of such Partner's Units in the Partnership; provided that with respect to any such use of any Confidential Information referred to in this clause (iv), advance notice must be given to the General Partner so that it may require any proposed Transferee that is not a Partner to enter into a confidentiality agreement with terms substantially similar to the terms of this Section 11.10 (excluding this clause (iv)) prior to the disclosure of such Confidential Information.

(b) "Confidential Information" means any information related to the activities of the Partnership, the Partners and their respective Affiliates that an Partner may acquire from the Partnership or the Partners, other than information that (i) is already available through publicly available sources of information (other than as a result of disclosure by such Partner), (ii) was available to a Partner on a non-confidential basis prior to its disclosure to such Partner by the Partnership, or (iii) becomes available to a Partner on a non-confidential basis from a third party, provided such third party is not known by such Partner, after reasonable inquiry, to be bound by this Agreement or another confidentiality agreement with the Partnership. Such Confidential Information may include information that pertains or relates to the business and affairs of any other Partner or any other Partnership matters. Confidential Information may be used by a Partner and its Partner Parties only in connection with Partnership matters and in connection with the maintenance of its interest in the Partnership.

(c) In the event that any Partner or any Partner Parties of such Partner is required to disclose any of the Confidential Information, such Partner shall use reasonable efforts to provide the Partnership with prompt written notice so that the Partnership may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement, and such Partner shall use reasonable efforts to cooperate with the Partnership in any effort any such Person undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained, or that the Partnership waives compliance with the provisions of this Section 11.10, such Partner and its Partner Parties shall furnish only that portion of the Confidential Information that is legally required and shall exercise all reasonable efforts to obtain reasonably reliable assurance that the Confidential Information shall be accorded confidential treatment.

(d) Notwithstanding anything in this Agreement to the contrary, each Partner may disclose to any persons the U.S. federal income tax treatment and tax structure of the Partnership. For this purpose, "tax structure" is limited to any facts relevant to the U.S. federal income tax treatment of the Partnership and does not include information relating to the identity of the Partnership or any Partner.

Section 11.11 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to choice of law principles that would require the application of the laws of another state.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

ROCKET GP, LLC

By: /s/ Brian Brown
Name: Brian Brown
Title: Treasurer and Secretary

ROCKET LP, LLC

By: /s/ Brian Brown
Name: Brian Brown
Title: Treasurer and Secretary

[Signature Page to the Second Amended and Restated Agreement of Limited Partnership of Rocket Limited Partnership]

EXHIBIT 10.6

ROCKET COMPANIES, INC.

June 30, 2025

Re: Letter Agreement

Ladies and Gentlemen:

Reference is made to that certain Transaction Agreement, dated as of March 9, 2025 (as amended, modified, supplemented or restated from time to time, the "Transaction Agreement"), by and among Rocket Companies, Inc., a Delaware corporation ("Rocket"), Rock Holdings Inc., a Michigan corporation, Eclipse Sub, Inc., a Michigan corporation, Rocket GP, LLC, a Michigan limited liability company, Daniel Gilbert ("DG") and RHI II, LLC, a Michigan limited liability company ("RHI 2"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Transaction Agreement; provided, that for purposes of this Letter Agreement, "Rocket Common Stock" shall include the Rocket Class L Common Stock.

In consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Books and Records; Access. For so long as DG beneficially owns three percent (3%) or more of the outstanding shares of Rocket Common Stock, Rocket shall, and shall cause its Subsidiaries to, permit RHI 2 and its designated representatives, at reasonable times and upon reasonable prior notice to Rocket, to inspect, review and/or make copies and extracts from the books and records of Rocket or any of such Subsidiaries and to discuss the affairs, finances and condition of Rocket or any of such Subsidiaries with the officers of Rocket or any such Subsidiary. For so long as DG beneficially owns three percent (3%) or more of the outstanding shares of Rocket Common Stock, Rocket, upon the written request of RHI 2, shall, and shall cause its Subsidiaries to, provide to RHI 2, in addition to other information that might be reasonably requested by RHI 2 from time to time, (a) direct access to Rocket's auditors and officers, (b) the ability to link RHI 2's systems into Rocket's general ledger and other systems in order to enable RHI 2 to retrieve data on a "real-time" basis, (c) quarter-end reports, in a format to be prescribed by RHI 2, to be provided within 30 days after the end of each quarter, (d) copies of all materials provided to the board of directors (or committee of the board of directors) at the same time as provided to the directors (or members of a committee of the board of directors) of Rocket, (e) access to appropriate officers and directors of Rocket and its Subsidiaries at such times as may be requested by RHI 2 for consultation with RHI 2 with respect to matters relating to the business and affairs of Rocket and its Subsidiaries, (f) information in advance with respect to any significant corporate actions, including, without limitation, extraordinary dividends, stock redemptions or repurchases, mergers, acquisitions or dispositions of assets, issuances of significant amounts of debt or equity and material amendments to the organizational documents of Rocket or any of its Subsidiaries, and to provide RHI 2 with the right to consult with Rocket and its Subsidiaries with respect to such actions, (g) flash data, in a format to be prescribed by RHI 2, to be provided within 10 days after the end of each quarter and (h) to the extent otherwise prepared by Rocket, operating and capital expenditure budgets and periodic information

packages relating to the operations and cash flows of Rocket and its Subsidiaries (all such information so furnished pursuant to this Section 1, the "Information"). RHI 2 (and any party receiving Information from RHI 2) shall maintain the confidentiality of such Information, and Rocket shall not be required to disclose any privileged Information of Rocket so long as Rocket has used its commercially reasonable efforts to enter into an arrangement pursuant to which it may provide such information to RHI 2 without the loss of any such privilege.

2. Sharing of Information. Individuals associated with RHI 2 may from time to time serve on the board of directors of Rocket or the equivalent governing body of Rocket's Subsidiaries. Rocket, on its behalf and on behalf of its Subsidiaries, recognizes that such individuals (a) will from time to time receive non-public information concerning Rocket and its Subsidiaries, and (b) may (subject to the obligation to maintain the confidentiality of such information in accordance with Section 1) share such information with RHI 2 and other individuals associated with RHI 2. Such sharing will be for the dual purpose of facilitating support to such individuals in their capacity as directors of Rocket (or members of the governing body of any Subsidiary) and enabling DG, as an equityholder, to better evaluate Rocket's performance and prospects. Rocket, on behalf of itself and its Subsidiaries, hereby irrevocably consents to such sharing.

3. RHI 2 Consent. Rocket agrees that, for so long as any equityholder of RHI 2 holds any shares of Rocket Common Stock, Rocket shall not modify, supplement, edit or otherwise amend Article VIII of the Restated Certificate of Incorporation of Rocket, dated June 30, 2025 (as may be amended from time to time), without the prior written consent of RHI 2.

4. Termination. This Letter Agreement may be terminated by mutual consent of the parties hereto in a written instrument.

5. Governing Law. The laws of the State of Michigan shall govern this Letter Agreement, its construction, and the determination of any rights, duties or remedies of the parties arising out of or relating to this Letter Agreement.

6. Jurisdiction; Specific Performance.

(a) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Letter Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Letter Agreement and the rights and obligations arising hereunder, brought by another party hereto or its successors or assigns shall be brought and determined exclusively in state and federal courts sitting in Wayne County, Michigan, and any appellate courts therefrom. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the courts set forth in this paragraph and agrees that it will not bring any action relating to this Letter Agreement in any court other than such courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Letter Agreement, (i) any claim that is not personally subject to the jurisdiction of the above named courts, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts and (iii) to the fullest extent permitted by applicable Law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Letter Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the parties hereto agrees that a

final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. To the fullest extent permitted by applicable Law, each of the parties hereto hereby consents to the service of process in accordance with Section 7; provided that nothing herein shall affect the right of any party to serve legal process in any other matter permitted by Law.

(b) The parties hereto agree that irreparable damage would occur and that the parties hereto would not have any adequate remedy at law in the event that any of the provisions of this Letter Agreement were not performed, or were threatened not to be performed, in accordance with their specific terms or were otherwise breached, and that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Letter Agreement and to enforce specifically the terms and provisions of this Letter Agreement (in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative). Any requirements for the securing or posting of any bond in connection with or as a condition to obtaining any such remedy are waived. Each of the parties hereto agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that any other party hereto has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any person at law or in equity.

7. Notice. All notices, requests, instructions or other communications or documents to be given or made hereunder by any party hereto to the other parties hereto shall be in writing and (a) served by personal delivery upon the party for whom it is intended, (b) by an internationally recognized overnight courier service upon the party for whom it is intended or (c) sent by email, provided that the transmission of the email is promptly confirmed:

if to Rocket, to:

Rocket Companies, Inc.
1050 Woodward Avenue
Detroit, MI 48226
Attn: Tina John, Executive Legal Counsel and Secretary
Email: [***]

if to DG, to:

Matthew Rizik
1074 Woodward Ave.
Detroit, MI 48226
Email: [***]

if to RHI 2, to:

Matthew Rizik
1074 Woodward Ave.
Detroit, MI 48226
Email: [***]

Any party hereto may change its address for the purpose of this Section 7 by giving the other parties hereto written notice of its new address in the manner set forth above. Any notice, request, instruction or other communication or document given as provided above shall be deemed given to the receiving party (i) upon actual receipt, if delivered personally, (ii) on the first Business Day after deposit with an overnight courier, if sent by an overnight courier or (iii) upon confirmation of successful transmission if sent by email.

8. Successors and Assigns. Binding Effect. The provisions of this Letter Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Letter Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

9. Amendment. This Letter Agreement can be amended at any time and from time to time by written instrument signed by Rocket and DG; provided that for so long as any equityholder of RHI 2 holds any Rocket Common Stock, Section 3 may not be amended without the prior written consent of RHI 2.

10. Counterparts. This Letter Agreement may be executed in counterparts, (including by facsimile, ".pdf" files or other electronic transmission) each of which shall be deemed an original, but all of which when taken together shall constitute the same instrument.

[Signature Page Follows]

If the foregoing is consistent with your understanding, please so indicate by your signature below, which will constitute the agreement of the parties hereto.

ROCKET COMPANIES, INC.

By: /s/ Noah Edwards
Name: Noah Edwards
Title: Chief Accounting Officer

Accepted and Agreed:

Daniel Gilbert

By: /s/ Daniel Gilbert

RHI II, LLC

By: /s/ Matthew Rizik
Name: Matthew Rizik
Title: Chief Financial Officer