**United States**
**SECURITIES AND EXCHANGE COMMISSION**
**Washington, D.C. 20549**

**Form 8-K**

**Current Report**

**Pursuant to Section 13 or 15(d) of the**
**Securities Exchange Act of 1934**

**August 17, 2021**
Date of Report (Date of earliest event reported)

# ALDEL FINANCIAL INC.

(Exact Name of Registrant as Specified in its Charter)

| **Delaware** | **001-40244** | **86-1213144** |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (I.R.S. Employer Identification No.) |

| **105 S. Maple Street**<br>**Itasca, Illinois** | **60143** |
|---|---|
| (Address of Principal Executive Offices) | (Zip Code) |

Registrant's telephone number, including area code: **(847) 791-6817**

N/A
(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

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act

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

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

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. ☐

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

| **Title of each class** | **Trading Symbol(s)** | **Name of each exchange on which registered** |
|---|---|---|
| Units, each consisting of one share of Class A common stock and one-half of one redeemable warrant | ADF.U | The New York Stock Exchange |
| Class A common stock, par value $0.0001 per share | ADF | The New York Stock Exchange |
| Warrants, each whole warrant exercisable for one share of Class A common stock, each at an exercise price of $11.50 per share | ADF.WS | The New York Stock Exchange |

**Item 1.01. Entry Into a Material Definitive Agreement**

On August 17, 2021, Aldel Financial Inc., a Delaware corporation ("**Aldel**"), entered into a business combination agreement (as it may be amended and/or restated from time to time, the "**Business Combination Agreement**"), by and among Aldel, Aldel Merger Sub LLC, a Delaware limited liability company and wholly-owned Subsidiary of Aldel ("**Merger Sub**"), and The Hagerty Group, LLC, a Delaware limited liability company ("**Hagerty**").

The Business Combination Agreement was unanimously approved by all of Aldel's disinterested directors on August 17, 2021. Pursuant to the Business Combination Agreement (a) Merger Sub will be merged with and into Hagerty (the "**Merger**"), whereupon the separate limited liability company existence of Merger Sub shall cease and Hagerty shall be the surviving company (Hagerty following the Merger is sometimes hereinafter referred to as the "**OpCo**") and continue its existence under the Delaware Limited Liability Company Act (the "**LLC Act**"); (b) the existing limited liability company agreement of Hagerty will be amended and restated in the form attached to the Business Combination Agreement, to, among other things, make Aldel a member of the OpCo; and (c) Aldel will change its name to Hagerty, Inc.("**New Hagerty**") (the Merger and the other transactions contemplated by the Agreement are collectively referred to as the "**Business Combination**"). As a result of the Business Combination, New Hagerty will be the publicly traded reporting company in an "Up-C" structure.

***Consideration***

Under the Business Combination Agreement, Aldel has agreed to acquire all of the limited liability equity interests (the "**Company Equity Interests**") of Hagerty for $3.0 billion in aggregate consideration (less the Company Transaction Expenses Differential (as defined in the Business Combination Agreement) or plus the Buyer Excess (as defined in the Business Combination Agreement), as applicable) (the "**Equity Value**"), comprising the Mixed Consideration and the Equity Consideration (as defined below) (together, the "**Merger Consideration**"). "**Mixed Consideration**" means (a) the Secondary Consideration (as defined below) *plus* (b) a number of units of equity interests in Opco ("**Units**") and shares of Class V voting non-economic common stock ("**Class V Common Stock**") in New Hagerty, in each case equal to (i) the quotient obtained by dividing (a) the Equity Value by (b) $10.00 (the "**Exchange Ratio**") multiplied by (ii) (A) the number of Company Equity Interests owned by Hagerty Holding Corp. ("**HHC**") as of the closing divided by (B) the total number of issued and outstanding Company Equity Interests as of the closing minus (iii) the quotient of the Secondary Cash Consideration divided by $10.00. "**Secondary Consideration**" means $450,000,000 plus the amount by which the sum of the amount in the Trust Account (after giving effect to redemptions by existing stockholders of the Buyer), plus the aggregate amount of the PIPE Financing (as defined below) exceeds $750,000,000; provided that such additional sum shall not exceed $50,000,000. "**Equity Consideration**" means a number of Units and shares of Class V Common Stock, in each case equal to (a) the Exchange Ratio *multiplied by* (b) (i) the number of Company Equity Interests owned by Markel Corporation ("**Markel**") as of the closing *divided by* (ii) the total number of issued and outstanding Company Equity Interests as of the closing.

At the effective time of the Merger (the "**Effective Time**"), by virtue of the Merger and without any further action on the part of Aldel, Merger Sub or Hagerty, each Company Equity Interest issued and outstanding immediately prior to the Effective Time shall be canceled and automatically converted into the right to receive: (i) in the case of Markel, the Equity Consideration; and (ii) in the case of HHC, the Mixed Consideration. As of the Effective Time, all Company Equity Interests shall thereafter cease to have any rights with respect thereto, except the right to receive the foregoing consideration. The units of equity interests of Merger Sub (the "**Newco Units**") that are issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger and without further action on the part of Aldel, be converted into an aggregate number of Units equal to the number of Aldel's Class A common stock and Class B common stock ("**Sponsor Shares**") issued and outstanding immediately prior to the Effective Time. Each Sponsor Share that is issued and outstanding immediately prior to the Effective Time shall be automatically converted into one share of Aldel's Class A common stock. No certificates or scrip representing fractional shares of Aldel's common stock will be issued pursuant to the Merger.

***Post-Closing Board of Directors and Executive Officers***

Immediately following the closing, New Hagerty's board of directors will consist of no more than nine directors, of which Aldel has the right to designate one director, Markel has the right to designate one director, State Farm Mutual Automobile Insurance Company ("**State Farm**") has the right to designate one director, and HHC has the right to designate two directors in accordance with the terms and conditions of the Investor Rights Agreement (as defined below). At the closing, all of the officers of Aldel shall resign and the individuals serving as officers of New Hagerty immediately after the closing will be the same individuals (in the same offices) as those of Hagerty immediately prior to the closing.

***Registration Statement and Stockholder Approval***

Aldel will prepare and file with the Securities and Exchange Commission (the "**SEC**") a Registration Statement on Form S-4, that will include a preliminary proxy statement/prospectus, and when available, a definitive proxy statement and final prospectus, and call a special meeting of the holders of Aldel common stock to vote at the meeting (the "**Special Meeting**"). The holders of the majority of the voting power of Aldel's common stock present in person or represented by proxy at the Special Meeting of Aldel's stockholders must approve the Business Combination Agreement, the Business Combination and certain other actions related thereto as provided in the Delaware General Corporation Law, Aldel's certificate of incorporation and applicable listing rules of The New York Stock Exchange ("**NYSE**").

***Representations and Warranties; Covenants***

Aldel, Merger Sub and Hagerty have made customary representations, warranties and covenants in the Business Combination Agreement, including, among other things, covenants with respect to the conduct of Aldel and Hagerty prior to the closing of the Business Combination. The parties have also agreed to customary "no shop" obligations. The representations and warranties of Aldel, Merger Sub and Hagerty will not survive the closing of the Merger.

***Closing Conditions***

The closing of the Business Combination is subject to certain customary conditions of the respective parties, including, among other things, that: (i) the applicable Aldel stockholder and Hagerty member approvals shall have been obtained; (ii) there shall have been no Company Material Adverse Effect or Buyer Material Adverse Effect (each as defined in the Business Combination Agreement) since the date of the Business Combination Agreement; (iii) the waiting period (or any extension thereof) applicable under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or terminated; (iv) the Aggregate Cash Proceeds (as defined in the Business Combination Agreement) after deducting certain transaction expenses and the repayment of any unpaid or contingent liabilities of Aldel, including fees associated with Aldel's initial public offering and operations prior to the date of the Business Combination Agreement, shall not be less than $450 million; (v) Aldel's initial listing application in connection with the Transactions (as defined in the Business Combination Agreement) shall have been approved by the NYSE so that immediately following the Merger, New Hagerty satisfies any applicable initial and continuing listing requirements of NYSE; and (vi) each of the parties to the Additional Agreements shall have delivered, or caused to be delivered, duly executed copies of the Additional Agreements. "**Additional Agreements**" means the Sponsor Letter Agreement, the Tax Receivable Agreement, the Amended and Restated Registration Rights Agreement, the LLC Agreement, the Exchange Agreement, the Lock-up Agreement, and the Sponsor Warrant Lock-up Agreement (each as defined below).

***Termination***

The Business Combination Agreement may be terminated by Aldel or Hagerty under certain circumstances, including, among others; (i) by mutual written consent of Aldel and Hagerty; (ii) by either Aldel or Hagerty if the closing of the Business Combination has not occurred on or before February 17, 2022; (iii) by Aldel if Hagerty shall have failed to obtain the necessary member approvals; (iv) by Hagerty if Aldel shall have failed to obtain the necessary stockholder approval within forty-five (45) days after the Registration Statement becomes effective; (v) by Hagerty if Aldel breaches any representation, warranty, covenant or agreement in the Business Combination Agreement, or if any representation or warranty therein becomes untrue, such that it would result in the failure of a condition of Hagerty's obligation to close; or (vi) by Aldel if Hagerty breaches any representation, warranty, covenant or agreement in the Business Combination Agreement, or if any representation or warranty therein becomes untrue, such that it would result in the failure of a condition to Aldel's obligation to close.

The Business Combination Agreement and the foregoing summary thereof has been included in this Current Report on Form 8-K to provide investors and stockholders with information regarding its terms. It is not intended to provide any other factual information about Aldel, Hagerty or Merger Sub or any of their respective subsidiaries or affiliates. The representations, warranties and covenants contained in the Business Combination Agreement were made only for purposes of that agreement and as of specific dates, were solely for the benefit of the parties to the Business Combination Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by disclosures not reflected in the Business Combination Agreement, were made for the purpose of allocating contractual risk between the parties to the Business Combination Agreement instead of establishing matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors or stockholders and reports and documents filed with the SEC. Investors and stockholders are not third party beneficiaries under the Business Combination Agreement and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of Aldel, Hagerty or Merger Sub or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Business Combination Agreement, which subsequent information may or may not be fully reflected in Aldel's public disclosures.

The foregoing summary of the Business Combination Agreement does not purport to be complete and is qualified in its entirety by reference to the actual Business Combination Agreement, which is filed as Exhibit 2.1 hereto, and which is incorporated by reference herein.

**Additional Agreements Executed at the Signing of the Business Combination Agreement**

*PIPE Subscription Agreements*

In connection with the proposed Business Combination, Aldel entered into subscription agreements (the "**Subscription Agreements**") with certain "qualified institutional buyers" or "accredited investors" as defined in the applicable SEC regulations (the "**PIPE Financing investors**"), pursuant to which the PIPE Financing investors have agreed to subscribe for and purchase, and Aldel has agreed to issue and sell to the PIPE Financing investors, an aggregate of 70,385,000 shares of Aldel Class A common stock (the "**PIPE Shares**") and an aggregate of 12,669,300 warrants to purchase shares of Aldel Class A common stock (the "**PIPE Warrants**" and, together with the PIPE Shares, the "**PIPE Securities**"), for aggregate gross proceeds of $703,850,000 (the "**PIPE Financing**"). The PIPE Securities to be issued pursuant to the Subscription Agreements have not been registered under the Securities Act in reliance upon the exemption provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. The purpose of the PIPE Financing is to raise additional capital for use in connection with the Business Combination and to meet the minimum cash requirement provided in the Business Combination Agreement.

The closing of the sale of the PIPE Securities (the "**PIPE Closing**") will be contingent upon the substantially concurrent consummation of the Business Combination and will occur on the date of, and immediately prior to, the consummation of the Business Combination. The PIPE Closing will be subject to customary conditions, including, but not limited to:

- no governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the transactions contemplated by the Subscription Agreements illegal or otherwise preventing or prohibiting consummation of the transactions contemplated by the Subscription Agreements;

- all representations and warranties of Aldel and the PIPE Financing investors contained in the relevant Subscription Agreement shall be true and correct in all material respects (other than those qualified by Subscriber Material Adverse Effect or Material Adverse Effect (each as defined in the relevant Subscription Agreement), which shall be true and correct in all respects) as of the date of the PIPE Closing (other than those representations and warranties expressly made as of an earlier date, which shall be true and correct in all material respects as of such date), and consummation of the date of the PIPE Closing shall constitute a reaffirmation by the PIPE Financing investor of each of the representations, warranties and agreements contained in the relevant Subscription Agreement as of the date of the PIPE Closing);

- no Subscription Agreement shall have been amended, modified or waived in any manner that materially benefits any one PIPE Financing investors unless all PIPE Financing investors shall have been offered substantially similar benefits in writing;

- all specified waiting periods, if any, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have expired or been terminated;

- no Company Material Adverse Effect shall have occurred, unless this condition has been waived by PIPE Financing investors representing a majority of the PIPE Securities to be purchased; and

- all conditions precedent to the consummation of the closing of the Business Combination shall have been satisfied or waived (other than those conditions that, by their nature, may only be satisfied at the consummation of the closing of the Business Combination, but subject to satisfaction of such conditions as of the consummation of the closing of the Business Combination.

Each Subscription Agreement will terminate upon the earliest to occur of (i) such date and time as the Business Combination Agreement is terminated in accordance with its terms, (ii) upon the mutual written agreement of each of the parties to the Subscription Agreement, (iii) if any of the conditions to the PIPE Closing are not satisfied or waived on or prior to the PIPE Closing, and as a result the PIPE Closing does not occur at the closing of the Business Combination, or (iv) if the closing of the Business Combination has not occurred on or prior to February 17, 2022.

The Subscription Agreements provide certain registration rights to the PIPE Financing investors, other than those PIPE Financing investors who, after the closing of the Business Combination and PIPE Closing, will hold in excess of 10% of the issued and outstanding common stock of New Hagerty (such PIPE Financing investors, the "**Significant Subscribers**"). The registration rights for the Significant Subscribers are as set forth in the Amended and Restated Registration Rights Agreement, as described below. The registration rights for the other PIPE Financing investors, as set forth in the Subscription Agreements, provide that Aldel is required to file with the SEC, within twenty (20) business days after the consummation of the transactions contemplated by the Business Combination Agreement, a registration statement covering the resale of the PIPE Shares, PIPE Warrants and the shares of Aldel Class A common stock underlying the PIPE Warrants. Aldel has agreed to use its commercially reasonable efforts to have such registration statement declared effective as soon as practicable after the filing thereof but no later than the earlier of (i) (1) ninety (90) calendar days after the filing thereof (or one hundred twenty (120) calendar days after the filing thereof if the SEC notifies Aldel that it will "review" the registration statement) and (ii) ten (10) business days after Aldel is notified by the SEC that the registration statement will not be "reviewed" or will not be subject to further review.

Additionally, pursuant to the Subscription Agreements, the PIPE Financing investors agreed (i) to waive any and all right, title and interest, or any claim of any kind they have or may have in the future, in or to any monies held in the Trust Account, and (ii) not to seek recourse against the Trust Account as a result of, or arising out of, the Subscription Agreements, subject to certain qualifications set forth therein.

The foregoing description of the Subscription Agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the form of the Subscription Agreement filed as Exhibit 10.1 hereto and incorporated by reference herein.

*Sponsor Letter Agreement*

In connection with the Business Combination Agreement, Aldel Investors LLC, Aldel LLC, and the directors and executive officers holding securities of Aldel (each a "**Stockholder**") each entered into a support agreement (the "**Sponsor Letter Agreement**") with Aldel and Hagerty, pursuant to which each Stockholder agrees to vote the shares of Aldel common stock beneficially owned by them (a) in favor of the approval and adoption of the Business Combination Agreement and the transactions contemplated thereby, (b) in favor of any other matter reasonably necessary to the consummation of the transactions contemplated by the Business Combination Agreement, (c) against the approval of any transaction that would impede or prevent the consummation of the Business Combination, and (d) against any amendment of the certificate of incorporation or bylaws of Aldel or any change in Buyer's capitalization, corporate structure or business other than as contemplated by the Business Combination Agreement. Each Stockholder further agrees that it will (i) not exercise its right to redeem all or a portion of such Stockholder's shares of Aldel common stock beneficially owned by them (in connection with the Business Combination or otherwise) and (ii) waive any adjustment to the conversion ratio set forth in Aldel's organizational documents.

The foregoing description of the Sponsor Letter Agreement is qualified in its entirety by reference to the full text of the form of Sponsor Letter Agreement, a copy of which is included as Exhibit C to the Business Combination Agreement, filed as Exhibit 10.2 to this Current Report on Form 8-K, and incorporated herein by reference.

*Amended and Restated Registration Rights Agreement*

In connection with the Business Combination Agreement, Aldel (and subsequent to the Business Combination, New Hagerty), Aldel Investors LLC, FG SPAC Partners LP, ThinkEquity, a division of Fordham Financial Management, Inc., HHC, the Significant Subscribers and certain other parties (the "**Holders**" as defined therein) each entered into an Amended and Restated Registration Rights Agreement (the "**Amended and Restated Registration Rights Agreement**"), pursuant to which, effective as of the consummation of the Transactions, the Registration Rights Agreement, dated as of April 8, 2021, among Aldel and the other parties thereto is terminated and whereby Aldel agreed to file a shelf registration statement registering the resale of New Hagerty equity held by the Holders, and granted to the Holders certain registration rights, including customary piggyback registration rights and demand registration rights, which are subject to customary terms and conditions, including with respect to cooperation and reduction of underwritten shelf takedown provisions (subject to certain lock-up restrictions referenced therein, including those documented in the Lock-up Agreement (as defined below).

The foregoing description of the Amended and Restated Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Amended and Restated Registration Rights Agreement, a copy of which is included as Exhibit D to the Business Combination Agreement, filed as Exhibit 10.3 hereto and incorporated by reference herein.

*Investor Rights Agreement*

In connection with the Business Combination Agreement, Hagerty, State Farm, Markel and the Company entered into an Investor Rights Agreement (the "**Investor Rights Agreement**"), to be effective as of the consummation of the Transactions, which sets forth certain understandings between such parties with respect to certain governance matters, including the election and removal of directors and the granting of preemptive rights, among others.

The foregoing description of the Investor Rights Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the form of the Investor Rights Agreement, filed as Exhibit 10.8 hereto and incorporated by reference herein.

***Additional Agreements to be Executed at Closing***

The Business Combination Agreement provides that, upon consummation of the Business Combination, New Hagerty will enter into the following additional agreements.

*Tax Receivable Agreement*

At the closing of the Business Combination, New Hagerty, Hagerty, HHC and Markel will enter into a Tax Receivable Agreement (the "**Tax Receivable Agreement**"), pursuant to which New Hagerty will pay to HHC and Markel 85% of the net savings, if any, in U.S. federal, state and local income tax and franchise tax that New Hagerty realizes in periods after the Business Combination as a result of (i) certain increases in tax basis that occur as a result of the Purchase or Exchanges (each as defined in the Tax Receivable Agreement) of Units (together with corresponding shares of Aldel Class V Common Stock), including as a result of payments under the Tax Receivable Agreement and (ii) imputed interest arising from New Hagerty's payments under the Tax Receivable Agreement. New Hagerty will retain the benefit of the remaining 15% of such net savings. If the Tax Receivable Agreement is terminated early under certain circumstances, New Hagerty will pay to HHC and Markel an amount equal to the present value, as of the effective date of such early termination, of all Tax Benefit Payments (as defined in the Tax Receivable Agreement) that would be required to be paid by New Hagerty to HHC and Markel, respectively, beginning from the effective date of such early termination and assuming that the Valuation Assumptions (as defined in the Tax Receivable Agreement) in respect of HHC or Markel, respectively, are applied.

As a result of the size of the anticipated increases in tax basis of the assets of New Hagerty and New Hagerty's possible utilization of such increases and certain other tax attributes, the payments that New Hagerty expects to make under the Tax Receivable Agreement could be substantial.

The preceding summary of certain terms and conditions of the Tax Receivable Agreement does not purport to be complete and is qualified in its entirety by reference to the actual Tax Receivable Agreement, a copy of which is included as Exhibit F to the Business Combination Agreement, filed as Exhibit 10.4 hereto, and which is incorporated by reference herein.

*Lock-up Agreement*

In connection with the closing of the Business Combination, Markel and HHC will enter into a lock-up agreement (the "**Lock-up Agreement**") with Aldel, pursuant to which each will agree, subject to certain customary exceptions, not to:

(i) offer, sell, contract to sell, pledge, or otherwise dispose of, directly or indirectly, any shares of Aldel common stock or securities convertible into or exercisable or exchangeable for Aldel common stock held by them immediately after the consummation of the Business Combination, or enter into a transaction that would have the same effect, subject to certain exceptions set forth in the Lock-up Agreement;

(ii) enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of any of such shares, whether any of these transactions are to be settled by delivery of such shares, in cash or otherwise; or

(iii) publicly announce the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, or engage in any "Short Sales" (as defined in the Lock-up Agreement) with respect to any security of Aldel;

until the date that is the earlier of (1) the expiration of the Founder Shares Lock-up Period (as defined in that certain Letter Agreement, dated April 8, 2021, by and among Aldel and its officers, directors, Aldel Investors LLC and FG SPAC Partners LP), and (2) 180 days after the consummation of the Business Combination. Notwithstanding the foregoing, if after the consummation of the Business Combination, there is a "Change of Control" (as defined in the Lock-up Agreement) of Aldel, then all of the shares shall be released from the restrictions set forth therein.

The foregoing description of the Lock-up Agreement is qualified in its entirety by reference to the full text of the form of the Lock-up Agreement, a copy of which is included as Exhibit E to the Business Combination Agreement, filed as Exhibit 10.5 to this Current Report on Form 8-K, and incorporated herein by reference.

*Amended and Restated LLC Agreement*

In connection with the proposed Business Combination, the existing limited liability company agreement of Hagerty will be amended and restated in the form of a Fourth Amended and Restated Limited Liability Company Agreement (the "**LLC Agreement**"), to, among other things, admit Aldel as a member of the OpCo.

The foregoing description of the LLC Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the form of the LLC Agreement, a copy of which is included as Exhibit I to the Business Combination Agreement, filed as Exhibit 10.6 hereto and incorporated by reference herein.

*Sponsor Warrant Lock-up Agreement*

In connection with the closing of the Business Combination, Aldel Investors LLC (the "**Sponsor**") and FG SPAC Partners, LP ("**FGSP**") will enter into a lock-up agreement (the "**Sponsor Warrant Lock-up Agreement**") with Aldel, pursuant to which the Sponsor and FGSP will agree as described below with respect to (i) the warrants to purchase Aldel common stock underlying units of Aldel that were purchased by the Sponsor or FGSP, as applicable, (the "**Placement Warrants**") pursuant to that certain Private Placement Units Purchase Agreement dated as of April 8, 2021, between Aldel and the Sponsor (the "**Private Placement Units Purchase Agreement**") and (ii) the warrants to purchase Aldel common stock that were purchased by FGSP ("**OTM Warrants**") pursuant to that certain OTM Warrants Purchase Agreement dated as of April 8, 2021, between Aldel, FGSP and the other parties thereto (the "**OTM Warrants Purchase Agreement**"). Pursuant to the Sponsor Warrant Lock-up Agreement:

(1) the Placement Warrants shall not be exercisable until the date on which the volume weighted average trading price of the common stock of New Hagerty exceeds $15.00 per share (as adjusted for stock splits, stock dividends, reorganizations and recapitalizations) for any 20 trading days within any 30-trading day period commencing one year after the Business Combination;

(2) the OTM Warrants shall not be exercisable until the date on which the volume weighted average trading price of the common stock of New Hagerty exceeds $18.00 per share (as adjusted for stock splits, stock dividends, reorganizations and recapitalizations) for any 20 trading days within any 30-trading day period commencing 18 months after the Business Combination; and

(3) prior to being exercisable, the Sponsor may transfer the Placement Warrants , subject to any requirements set forth in the Private Placement Units Purchase Agreement and the OTM Warrants Purchase Agreement, provided that such transfers may be implemented only upon the respective transferee's written agreement to be bound by the terms and conditions of the Sponsor Warrant Lock-up Agreement.

The foregoing description of the Sponsor Warrant Lock-up Agreement is qualified in its entirety by reference to the full text of the form of the Sponsor Warrant Lock-up Agreement, filed as Exhibit 10.7 to this Current Report on Form 8-K, and incorporated herein by reference.

*Exchange Agreement*

In connection with the proposed Business Combination, Markel, HHC, OpCo and New Hagerty will enter into an Exchange Agreement (the "**Exchange Agreement**"). Pursuant to the Exchange Agreement, Markel and HHC will have the right from time to time, on the terms and conditions contained in the Exchange Agreement, to exchange their Units and Class V Shares for, at the option of New Hagerty, shares of Class A common stock of New Hagerty or cash.

The foregoing description of the Exchange Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the form of the Exchange Agreement, a copy of which is included as Exhibit H to the Business Combination Agreement, filed as Exhibit 10.9 hereto and incorporated by reference herein.

**Item 3.02 Unregistered Sales of Equity Securities**

The disclosure set forth above under the heading "PIPE Subscription Agreements" in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein. The PIPE Securities will not be registered under the Securities Act of 1933, as amended (the "**Securities Act**") in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

**Item 7.01 Regulation FD Disclosure**

On August 18, 2021 Hagerty and Aldel issued a press release announcing the execution of the Business Combination Agreement. Attached hereto as Exhibit 99.1 and incorporated into this Item 7.01 by reference is the copy of the press release.

Attached hereto as Exhibit 99.2 and incorporated into this Item 7.01 by reference is the investor presentation that will be used by Aldel in making presentations to certain existing stockholders of Aldel and other persons with respect to the Business Combination.

The information in this Item 7.01 (including Exhibits 99.1 and 99.2) is being furnished and shall not be deemed to be filed for purposes of Section 18 of the Exchange Act , or otherwise be subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act.

**Important Information and Where To Find It**

In connection with the proposed Business Combination described herein, Aldel intends to file relevant materials with the SEC, including a Registration Statement on Form S-4, that includes a preliminary proxy statement/prospectus, and when available, a definitive proxy statement and final prospectus. Promptly after filing its definitive proxy statement with the SEC, Aldel will mail the definitive proxy statement and a proxy card to each stockholder entitled to vote at the Special Meeting relating to the transaction. INVESTORS AND STOCKHOLDERS OF ALDEL ARE URGED TO READ THESE MATERIALS (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) AND ANY OTHER RELEVANT DOCUMENTS IN CONNECTION WITH THE TRANSACTION THAT ALDEL WILL FILE WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT ALDEL, HAGERTY AND THE BUSINESS COMBINATION. The definitive proxy statement, the preliminary proxy statement and other relevant materials in connection with the transaction (when they become available), and any other documents filed by Aldel with the SEC, may be obtained free of charge at the SEC's website (www.sec.gov)**.**

**Participants in the Solicitation**

Aldel and its directors and executive officers may be deemed participants in the solicitation of proxies from Aldel's stockholders with respect to the Business Combination. A list of the names of those directors and executive officers and a description of their interests in Aldel will be included in the proxy statement for the proposed Business Combination and be available at www.sec.gov. Additional information regarding the interests of such participants will be contained in the proxy statement for the proposed Business Combination when available. Information about Aldel's directors and executive officers and their ownership of Aldel common stock is set forth in Aldel's prospectus, dated April 12, 2021, as modified or supplemented by any Form 3 or Form 4 filed with the SEC since the date of such filing. Other information regarding the interests of the participants in the proxy solicitation will be included in the proxy statement pertaining to the proposed business combination when it becomes available. These documents can be obtained free of charge at the SEC's website (www.sec.gov).

Hagerty and its directors and executive officers may also be deemed to be participants in the solicitation of proxies from the stockholders of Aldel in connection with the proposed Business Combination. A list of the names of such directors and executive officers and information regarding their interests in the proposed Business Combination will be included in the proxy statement for the proposed Business Combination.

**Forward-Looking Statements**

This Current Report on Form 8-K and the documents incorporated by reference herein (this "**Current Report**") contain certain "forward-looking statements" within the meaning of "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by words such as: "target," "believe," "expect," "will," "shall," "may," "anticipate," "estimate," "would," "positioned," "future," "forecast," "intend," "plan," "project," "outlook" and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Examples of forward-looking statements include, among others, statements made in this Current Report regarding the proposed transactions contemplated by the Business Combination Agreement and the Subscription Agreements, including the benefits of the Business Combination, integration plans, expected synergies and revenue opportunities, anticipated future financial and operating performance and results, including estimates for growth, the expected management and governance of the combined company, and the expected timing of the Business Combination. Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on Aldel's and Hagerty's managements' current beliefs, expectations and assumptions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of our control. Actual results and outcomes may differ materially from those indicated in the forward-looking statements. Therefore, you should not rely on any of these forward-looking statements. Important factors that could cause actual results and outcomes to differ materially from those indicated in the forward-looking statements include, among others, the following: (1) the occurrence of any event, change, or other circumstances that could give rise to the termination of the Business Combination Agreement; (2) the outcome of any legal proceedings that may be instituted against Aldel or Hagerty following the announcement of the Business Combination Agreement and the transactions contemplated therein; (3) the inability to complete the proposed Business Combination, including due to failure to obtain approval of the stockholders of Aldel and Hagerty, certain regulatory approvals, or satisfy other conditions to closing in the Business Combination Agreement; (4) the occurrence of any event, change, or other circumstance that could give rise to the termination of the Business Combination Agreement or could otherwise cause the transaction to fail to close; (5) the failure to meet the minimum cash requirement of the Business Combination Agreement due to Aldel stockholder redemptions and the failure to obtain replacement financing; (6) the inability to complete the concurrent PIPE; (7) the failure to meet projected development and production targets; (8) the impact of COVID-19 pandemic on Hagerty's business and/or the ability of the parties to complete the proposed Business Combination; (9) the inability to obtain or maintain the listing of Aldel's shares of common stock on The New York Stock Exchange following the proposed Business Combination; (10) the risk that the proposed Business Combination disrupts current plans and operations as a result of the announcement and consummation of the proposed Business Combination; (11) the ability to recognize the anticipated benefits of the proposed Business Combination, which may be affected by, among other things, competition, the ability of Hagerty to grow and manage growth profitably, and retain its key employees; (12) costs related to the proposed Business Combination; (13) changes in applicable laws or regulations; (14) the possibility that Aldel or Hagerty may be adversely affected by other economic, business, and/or competitive factors; (15) risks relating to the uncertainty of the projected financial information with respect to Hagerty; (16) risks related to the organic and inorganic growth of Hagerty's business and the timing of expected business milestones; (17) the amount of redemption requests made by Aldel's stockholders; and (18) other risks and uncertainties indicated from time to time in the final prospectus of Aldel for its initial public offering dated April 12, 2021 filed with the SEC and the Registration Statement on Form S-4, that includes a preliminary proxy statement/prospectus, and when available, a definitive proxy statement and final prospectus relating to the proposed Business Combination, including those under "Risk Factors" therein, and in Aldel's other filings with the SEC. Aldel cautions that the foregoing list of factors is not exclusive. Aldel and Hagerty caution readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. Aldel and Hagerty do not undertake or accept any obligation or undertaking to release publicly any updates or

revisions to any forward-looking statements to reflect any change in their expectations or any change in events, conditions, or circumstances on which any such statement is based, whether as a result of new information, future events, or otherwise, except as may be required by applicable law. Neither Hagerty nor Aldel gives any assurance that either Hagerty or Aldel, or the combined company, will achieve its expectations.

**No Offer or Solicitation**

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act, or an exemption therefrom.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

| Exhibit No. | Description |
|---|---|
| 2.1* | Business Combination Agreement, dated as of August 17, 2021, by and among Aldel Financial Inc. Aldel Merger Sub LLC and The Hagerty Group, LLC |
| 10.1 | Form of Subscription Agreement, dated as of August 17, 2021, by and among Aldel Financial Inc. and certain institutional and accredited investors |
| 10.2 | Form of Sponsor Letter Agreement by and among Aldel Financial Inc., certain stockholders of Aldel Financial Inc., and The Hagerty Group, LLC |
| 10.3 | Form of Amended and Restated Registration Rights Agreement |
| 10.4 | Form of Tax Receivable Agreement |
| 10.5 | Form of Lock-up Agreement |
| 10.6 | Form of Fourth Amended and Restated Limited Liability Company Agreement of The Hagerty Group, LLC |
| 10.7 | Form of Sponsor Warrant Lock-up Agreement |
| 10.8 | Investor Rights Agreement |
| 10.9 | Form of Exchange Agreement |
| 99.1** | Press Release dated August 18, 2021 |
| 99.2** | Investor Presentation dated August 18, 2021 |

* Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant hereby undertakes to furnish copies of any of the omitted schedules and exhibits upon request by the U.S. Securities and Exchange Commission.

** Furnished but not filed.

**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.

ALDEL FINANCIAL INC.

By: /s/ Robert I. Kauffman
Name: Robert I. Kauffman
Title: Chief Executive Officer

Dated: August 18, 2021

**Exhibit 2.1**

# BUSINESS COMBINATION AGREEMENT

**dated**

**August 17, 2021**

**by and among**

**ALDEL FINANCIAL INC., a Delaware corporation,**
**as the Buyer,**

**ALDEL MERGER SUB LLC, a Delaware limited liability company,**
**as Newco, and**

**THE HAGERTY GROUP, LLC, a Delaware limited liability company,**
**as the Company**

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**BUSINESS COMBINATION AGREEMENT**

This BUSINESS COMBINATION AGREEMENT (this "Agreement") is dated as of August 17, 2021, by and among Aldel Financial Inc., a Delaware corporation (the "Buyer"), Aldel Merger Sub LLC, a Delaware limited liability company and wholly-owned Subsidiary of the Buyer (the "Newco") and The Hagerty Group, LLC, a Delaware limited liability company (the "Company"). Each of the Buyer, Newco and the Company is also referred to herein as a "Party" and collectively, the "Parties."

**W I T N E S E T H:**

WHEREAS, the Buyer is a blank check company formed for the sole purpose of entering into a merger, share exchange, asset acquisition, share purchase, recapitalization, reorganization or other similar business combination with one or more businesses or entities;

WHEREAS, prior to the Closing (as defined below), the Buyer will file a second amended and restated certificate of incorporation (the "Buyer Certificate of Incorporation")") with the Secretary of State of Delaware substantially in the form attached as Exhibit A hereto and adopt bylaws substantially in the form attached as Exhibit B hereto which provide, among other things, that the Buyer will have two classes of common stock: Class A Common Stock and Class V Common Stock;

WHEREAS, prior to the date hereof, the Buyer will form Newco as a Delaware limited liability company and, upon the terms and subject to the conditions of this Agreement, at the Closing, Newco will be merged with and into the Company (the "Merger"), whereupon the separate limited liability company existence of Newco shall cease and the Company shall be the surviving company (the Company following the Merger is sometimes hereinafter referred to as the "OpCo") and continue its existence under the Delaware Limited Liability Company Act (the "LLC Act");

WHEREAS, at the Closing, the existing limited liability company agreement of the Company will be amended and restated, to, among other things, make the Buyer a member of the OpCo;

WHEREAS, the disinterested members of the Board of Directors of the Buyer (the "Buyer Board") have unanimously (1) determined that the Merger is fair to, and in the best interests of, the Buyer and its stockholders, the Buyer and has approved and adopted this Agreement and declared its advisability and approved the Merger and the payment of the Equity Consideration and the Mixed Consideration to the members of the Company pursuant to this Agreement and the other transactions contemplated by this Agreement (the "Transactions"), and (2) recommended the approval and adoption of this Agreement and the Transactions by the stockholders of the Buyer;

WHEREAS, the disinterested members of the Board of Managers of the Company (the "Company Board") (1) have unanimously determined that the form, terms, and provisions of this Agreement, including all exhibits and schedules attached thereto are fair, advisable, and in the best interest of the Company and its members and has approved this Agreement, and (2) have recommended the approval and adoption of this Agreement to the members of the Company;

WHEREAS, the sole member of Newco (the "Newco Member") has determined that the Merger is fair to, and in the best interests of, Newco and the sole member and approved and adopted this Agreement and declared its advisability and approved the Merger and the Transactions;

WHEREAS, the Buyer, the Company, Sponsor and each of the holders of the Sponsor Shares have, concurrently with the execution and delivery of this Agreement, entered into a sponsor letter agreement, dated as of the date hereof (the "Sponsor Letter Agreement") substantially in the form attached hereto as Exhibit C, providing that, among other things, (1) the Sponsor will vote their Sponsor Shares in favor of the Buyer Proposals and in favor of any directors nominated by the Company, (2) the Sponsor will appear at the Buyer Stockholder Meeting (as defined below) for purposes of constituting a quorum, (3) the Sponsor will not exercise its Redemption Rights (as defined herein), and (4) the Sponsor will waive any adjustment to the conversion ratio set forth in the Buyer Organization Documents, in each case, on the terms and subject to the conditions set forth in the Sponsor Letter Agreement;

WHEREAS, the Buyer, certain members of the Company, certain stockholders of the Buyer and certain other parties, have, concurrently with the execution and delivery of this Agreement, entered into a Registration Rights Agreement to be effective as of the Closing Date (the "Registration Rights Agreement") substantially in the form attached hereto as Exhibit D;

WHEREAS, in connection with the Closing, the Sellers and certain equityholders thereof, shall enter into a Lock-up Agreement (the "Lock-up Agreement") substantially in the form attached hereto as Exhibit E, pursuant to which the Buyer Class V Stock and Units included in the Merger Consideration shall be subject to a lock-up period of the earlier of (a) six (6) months from the Closing Date and (b) the expiration of the lock-up period applicable to the Sponsor Shares;

WHEREAS, in connection with the Closing, the Buyer, Markel Corporation ("Markel"), and Hagerty Holding Corp., a Delaware close corporation ("HHC") shall enter into a Tax Receivable Agreement (the "Tax Receivable Agreement") substantially in the form attached hereto as Exhibit F;

WHEREAS, concurrently with the execution of this Agreement, the Buyer is entering into subscription agreements (collectively, the "Subscription Agreements") with certain investors (collectively, the "PIPE Investors") pursuant to which, among other things, the PIPE Investors have agreed to subscribe for and purchase, and the Buyer has agreed to issue and sell to the PIPE Investors, an aggregate number of Buyer Class A Common Stock set forth in the Subscription Agreements in exchange for an aggregate purchase price of $703,850,000 on the Closing Date (as defined herein), on the terms and subject to the conditions set forth therein (such equity financing hereinafter referred to as the "PIPE Financing"); and

WHEREAS, concurrently with the execution of this Agreement, (a) HHC has entered into a Voting and Election Agreement, pursuant to which HHC elected to receive the Mixed Consideration and (b) Markel (together with HHC, the "Sellers") has entered into a Voting and Election Agreement, pursuant to which Markel elected to receive the Equity Consideration.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the Parties agree as follows:

## ARTICLE I
## DEFINITIONS

1.1 Definitions. The following terms, as used herein, have the following meanings:

"Action" means any litigation, suit, claim, action, proceeding, arbitration, audit or investigation by or before any Governmental Authority.

"Additional Agreements" means the Sponsor Letter Agreement, the Registration Rights Agreement, the Tax Receivable Agreement, the Lock-up Agreements, the OpCo LLCA, the Sponsor Warrant Lock-up Agreement, dated as of the Closing Date, and attached hereto as Exhibit G and the Exchange Agreement, dated as of the Closing Date, and attached hereto as Exhibit H.

"Affiliate" means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with such Person. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall include the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Aggregate Cash Proceeds" means the aggregate cash available at Closing, such amount equal to the sum of (a) the Buyer's Trust Account (after giving effect to redemptions by existing stockholders of the Buyer), (b) cash on the consolidated balance sheet of the Company as of the Closing Date and (c) the net proceeds of the PIPE Financing.

"Anti-Corruption Laws" means, as applicable (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (b) the UK Bribery Act 2010, (c) anti-bribery legislation promulgated by the European Union and implemented by its member states, (d) legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (e) similar legislation applicable to the Company or any Company Subsidiary from time to time.

"Business Data" means all business information and data, including Personal Information (whether of employees, contractors, consultants, customers, consumers, or other persons and whether in electronic or any other form or medium) that is accessed, collected, used, stored, shared, distributed, transferred, disclosed, destroyed, disposed of or otherwise Processed by any of the Business Systems or otherwise in the course of the conduct of the business of the Company or any Company Subsidiaries.

"Business Day" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings, or, in the case of determining a date when any payment is due, any day on which banks are not required or authorized to close in New York, NY; provided, that banks shall not be deemed to be authorized or obligated to be closed due to a "shelter in place" or similar closure of physical branch locations at the direction of any Governmental Authority if such banks' electronic funds transfer systems (including for wire transfers) are open for use by customers on such day.

"Business Systems" means all Software, firmware, middleware, equipment, workstations, routers, hubs, computer hardware (whether general or special purpose), electronic data processors, databases, communications, telecommunications, networks, interfaces, platforms, servers, peripherals, and computer systems, including any outsourced systems and Processes, and any Software and systems provided via the cloud or "as a service," that are owned or used in the conduct of the business of the Company or any Company Subsidiaries.

"Buyer Common Stock" means the Buyer Class A Common Stock and Buyer Class V Common Stock (if after the Effective Time) or Sponsor Shares (if prior to the Effective Time), as applicable.

"Buyer Excess" means the amount of Buyer Transaction Expenses *less* the Maximum Allowance; provided, that the Buyer Excess may not be less than zero.

"Buyer Material Adverse Effect" means any event, circumstance, change or effect that, individually or in the aggregate with any one or more other events, circumstances, changes and effects, (a) is or would reasonably be expected to be materially adverse to the business, financial condition, assets and liabilities; or (b) would prevent, materially delay or materially impede the performance by the Buyer or Newco of their respective obligations under this Agreement or the consummation of the Merger or any of the other Transactions; provided, however, that none of the following shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether, there has been or will be a Buyer Material Adverse Effect: (i) any change or proposed change in or change in the interpretation of any Law or GAAP; (ii) events or conditions generally affecting the industries or geographic areas in which the Buyer operates; (iii) any downturn in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (iv) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, civil unrest, cyberterrorism, terrorism, military actions, earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, epidemics, pandemics or other outbreaks of illness or public health events and other force majeure events (including any escalation or general worsening of any of the foregoing); (v) any actions taken or not taken by the Buyer as expressly required by this Agreement or any Additional Agreement, (vi) any event, circumstance change or effect attributable to the announcement or execution, pendency, negotiation or consummation of the Merger or any of the other Transactions or (vii) any actions taken, or failures to take action, or such other changes or events, in each case, which the Company has requested or to which it has consented or which actions are contemplated by this Agreement, except in the cases of clauses (i) through (iii), to the extent that the Buyer is disproportionately and adversely affected thereby as compared with other participants in the industry in which the Buyer operates.

"Buyer Organizational Documents" means: (a) the Amended and Restated Certificate of Incorporation of the Buyer and (b) the bylaws of the Buyer.

"Buyer Transaction Expenses" means the Buyer's Unpaid SPAC Fees *plus* the Transaction Expenses incurred by the Buyer as of the Closing (excluding expenses incurred in connection with arranging the PIPE Financing, but including expenses incurred in connection with the purchase of the Buyer's directors' and officers' liability insurance policy as contemplated by Section 8.7).

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Company Certificate of Formation" means the certificate of formation of the Company filed with the Delaware Secretary of State on September 23, 2009.

"Company Equity Interests" means all of the limited liability company equity interests of the Company.

"Company IP" means, collectively, all Company Owned IP and Company Licensed IP.

"Company Licensed IP" means all Intellectual Property owned by a third party and licensed to the Company or any Company Subsidiary or that the Company or any Company Subsidiary otherwise has a right to use or purports to have a right to use.

"Company Material Adverse Effect" means any event, circumstance, change or effect that, individually or in the aggregate with any one or more other events, circumstances, changes and effects, (a) is or would reasonably be expected to be materially adverse to the business, financial condition, assets and liabilities or results of operations of the Company and the Company Subsidiaries taken as a whole or (b) would prevent, materially delay or materially impede the performance by the Company of its obligations under this Agreement or the consummation of the Mergers or any of the other Transactions; provided, however, that none of the following shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether, there has been or will be a Company Material Adverse Effect: (i) any change or proposed change in or change in the interpretation of any Law or GAAP; (ii) events or conditions generally affecting the industries or geographic areas in which the Company and the Company Subsidiaries operate; (iii) any downturn in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (iv) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, civil unrest, cyberterrorism, terrorism, military actions, earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, epidemics, pandemics (in the case of pandemic, including SARS-CoV-2 or COVID-19 pandemic, including any evolutions or mutations of the SARS-CoV-2 virus (the "COVID-19 Pandemic") or other outbreaks of illness or public health events and other force majeure events (including any escalation or general worsening of any of the foregoing)); (v) any actions taken or not taken by the Company or the Company Subsidiaries as required by this Agreement or any Additional Agreement; (vi) any event, circumstance, change or effect attributable to the announcement or execution, pendency, negotiation or consummation of the Merger or any of the other Transactions (including the impact thereof on relationships with customers, suppliers, employees, agents or Governmental Authorities) (provided, that this clause (vi) shall not apply to any representations or warranty set forth in Section 5.5 or Section 5.6); (vii) any failure to meet any projections, forecasts, guidance, estimates, milestones, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position (provided that this clause (vii) shall not prevent a determination that any event, circumstance, change or effect underlying such failure has resulted in a Company Material Adverse Effect); or (viii) any actions taken, or failures to take action, or such other changes or events, in each case, which the Buyer has requested or to which it has consented or which actions are contemplated by this Agreement, except in the cases of clauses (i) through (iv), to the extent that the Company and the Company Subsidiaries, taken as a whole, are disproportionately and adversely affected thereby as compared with other participants in the industries in which the Company and the Company Subsidiaries operate.

"Company Owned IP" means all Intellectual Property owned or purported to be owned by the Company or any of the Company Subsidiaries.

"Company Transaction Expenses" means the Transaction Expenses incurred by the Company as of the Closing (excluding expenses incurred in connection with arranging the PIPE Financing, but including expenses incurred in connection with the purchase of the Company's directors' and officers' liability insurance policy as contemplated by Section 8.7).

"Company Transaction Expenses Differential" means the amount of Company Transaction Expenses incurred as of the Closing *less* $35,000,000; provided, that the Company Transaction Expenses Differential may not be less than zero.

"Confidential Information" means any information, knowledge or data concerning the businesses and affairs of the Company, the Company Subsidiaries, or any suppliers, customers or agents of the Company or any Company Subsidiaries that is not already generally available to the public, including any Intellectual Property rights.

"COVID-19 Response" means any reasonable action or reasonable inaction by the Company taken (or not taken), on or following March 1, 2020, to the extent reasonably necessary in the applicable jurisdiction, taking into account the scope and duration of such action or inaction in such jurisdiction, to comply with any workforce reduction, quarantine, "shelter in place," "stay at home," curfew, social distancing, shut down, closure, sequester, safety or similar Law, directive or guidelines promulgated by any United States Governmental Authority, including the Centers for Disease Control and Prevention, in each case, in response to the COVID-19 Pandemic, including the CARES Act and Families First Act.

"Data Processor" means a natural or legal Person, public authority, agency or other body which Processes Personal Information on behalf of, at the direction of or while providing services to the Company.

"Disabling Devices" means Software, viruses, time bombs, logic bombs, trojan horses, trap doors, back doors, spyware, malware, worms, other computer instructions, intentional devices, techniques, other technology, disabling codes, instructions, or other similar code or software routines or components that are designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, delete, maliciously encumber, hack into, incapacitate, perform unauthorized modifications, infiltrate or slow or shut down a computer system or data, Software, system, network, other device, or any component of such computer system, including any such device affecting system security or compromising or disclosing user data in an unauthorized manner, other than those incorporated by the Company or the applicable third party intentionally to protect Company IP, or Business Systems from misuse.

"Employee Benefit Plan" means each "employee benefit plan," as defined in Section 3(3) of ERISA (whether or not subject to ERISA), any nonqualified deferred compensation plan subject to Section 409A of the Code, and each other material retirement, health, welfare, cafeteria, bonus, commission, stock option, stock purchase, restricted stock, other equity or equity-based compensation, performance award, incentive, deferred compensation, retiree medical or life insurance, death or disability benefit, supplemental retirement, severance, retention, change in control, employment, consulting, fringe benefit, sick pay, vacation, and similar plan, program, policy, practice, agreement, or arrangement, whether written or unwritten.

"Environmental Laws" means any Laws relating to pollution or protection of the environment or human health and safety (in respect of exposure to Hazardous Substances), including such Laws relating to the use, treatment, storage, transportation, handling, disposal or release of Hazardous Substances.

"Equity Consideration" means a number of Units and Buyer Class V Common Stock, in each case equal to (a) the Exchange Ratio *multiplied by* (b) (i) the number of Company Equity Interests owned by Markel as of the Closing *divided by* (ii) the total number of issued and outstanding Company Equity Interests as of the Closing.

"Equity Value" means an amount equal to $3,000,000,000.00 *less* the Company Transaction Expenses Differential.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Ex-Im Laws" means all applicable Laws relating to export, re-export, transfer, and import controls, including the U.S. Export Administration Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, and the EU Dual Use Regulation.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Ratio" means the following ratio: the quotient obtained by *dividing* (a) the Equity Value *by* (b) the Reference Price.

"Governmental Authority" means any United States, non-United States or multi-national government entity, body or authority, including (a) any United States federal, state or local government (including any town, village, municipality, district or other similar governmental or administrative jurisdiction or subdivision thereof, whether incorporated or unincorporated), (b) any non-United States or multi-national government or governmental authority or any political subdivision thereof or (c) any United States, non-United States or multi-national regulatory or administrative entity, authority, instrumentality, jurisdiction, agency, body or commission, exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power, including any court, tribunal, commission or arbitrator.

"Hazardous Substances" means any substances, wastes, or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "pollutants" or "contaminants" under any Environmental Law, including any petroleum or refined petroleum products, radioactive materials, asbestos or polychlorinated biphenyls.

"HHC" has the meaning set forth in the recitals hereto.

"HSR Act" means the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended.

"Intellectual Property" means all of the worldwide intellectual property and proprietary rights (including the right to prosecute, enforce and perfect such interests and rights to sue, oppose, cancel, interfere, enjoin and collect damages based upon such interests, including such rights based on past infringement, if any) associated with any of the following, whether registered, unregistered or registrable, to the extent recognized in a particular jurisdiction: (a) patents, industrial designs, utility models, supplementary protection certificates, inventor's certificates, certificates of invention, and all applications (including provisional and non-provisional applications) and registrations therefore, together with all reissues, continuations, continuations-in-part, divisionals, revisions, renewals, extensions, counterparts, validations, and reexaminations thereof, (b) trademarks and service marks, trade dress, product configurations, logos, trade names, corporate names, brands, slogans, and other source identifiers together with all translations, adaptations, derivations, combinations and other variants of the foregoing, and all applications, registrations, extensions, designations, and renewals in connection therewith, together with all of the goodwill associated with the foregoing, (c) copyrights, and other works of authorship (whether or not copyrightable), and moral rights, and registrations and applications for registration, renewals and extensions thereof, (d) trade secrets, know-how (including ideas, formulas, compositions, inventions (whether or not patentable or reduced to practice)), customer and supplier lists, improvements, protocols, processes, methods and techniques, research and development information, industry analyses, algorithms, architectures, layouts, drawings, specifications, designs, plans, methodologies, proposals, industrial models, technical data, financial and accounting and all other data, databases, database rights, including rights to use any Personal Information, pricing and cost information, business and marketing plans and proposals, and customer and supplier lists (including lists of prospects) and related information, (e) Internet domain names, internet websites, and social media accounts, (f) rights of publicity, and (g) copies and tangible embodiments of any of the foregoing, in whatever form or medium, including all Software.

"knowledge" or "to the knowledge" of a Person means in the case of the Company, the actual knowledge of the Persons listed on Section 1.1(A)(1) of the Company Disclosure Schedule, and in the case of the Buyer, the actual knowledge of the Persons listed on Section 1.1(A)(1) of the Buyer Disclosure Schedule, in each case, after reasonable inquiry of direct reports.

"Lien" means any lien, security interest, mortgage, deed of trust, defect of title, easement, right of way, pledge, adverse claim or other encumbrance of any kind that secures the payment or performance of an obligation (other than those created under applicable securities Laws).

"Material Company Subsidiaries" means (a) Hagerty Insurance Agency, LLC, a Delaware limited liability company, (b) Hagerty Management, LLC, a Delaware limited liability company, (c) Hagerty Drivers Club, LLC, a Delaware limited liability company and (d) Hagerty Reinsurance Limited, a company organized under the laws of Bermuda.

"Maximum Allowance" means, with respect to Buyer's Transaction Expenses, $10,150,000.

"Merger Consideration" means, as applicable, the Mixed Consideration and the Equity Consideration.

"Mixed Consideration" means the sum of (a) the Secondary Cash Consideration *plus* (b) a number of Units and Buyer Class V voting non-economic common stock ("Buyer Class V Common Stock"), in each case equal to (i) the Exchange Ratio *multiplied by* (ii) (A) the number of Company Equity Interests owned by HHC as of the Closing *divided by* (B) the total number of issued and outstanding Company Equity Interests as of the Closing *minus* (iii) (A) the quotient of the Secondary Cash Consideration *divided by* (B) the Reference Price.

"Newco Certificate of Formation" means the certificate of formation of Newco, dated as of August 5, 2021.

"Newco Organizational Documents" means the Newco Certificate of Formation and the limited liability company agreement of Newco.

"New ESPP" means the "employee stock purchase plan" (within the meaning of Section 423 of the Code) to be implemented by the Buyer following the Closing, under which a maximum of fifteen percent (15%) of the then-issued and outstanding shares of Buyer Common Stock shall initially be available for sale.

"New Incentive Plan Size" means ten percent (10%) of Buyer Common Stock on an as-converted basis and an annual "evergreen" increase of five percent (5%) of the shares of Buyer Common Stock outstanding as of the day prior to such increase.

"Open Source Software" means any Software in source code form that is licensed pursuant to (a) any license that is a license now or in the future approved by the Open Source Initiative and listed at http://www.opensource.org/licenses, which licenses include all versions of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL), the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), and the Sun Industry Standards License (SISL), (b) any license to Software that is considered "free" or "open source software" by the Open Software Foundation or the Free Software Foundation, or any of their successor organizations, (c) the Server Side Public License or (d) any Software requires as a condition of use, modification or distribution that any other Software distributed or used therewith be disclosed, licensed or distributed in source code form, be redistributable at no charge or be licensed for the purpose of making derivative works.

"Ordinary Course of Business" means, at any given time, the ordinary course of operations of the business, consistent in all material respects with past practice and any COVID-19 Response taken by the Company.

"PCAOB" means the Public Company Accounting Oversight Board and any division or subdivision thereof.

"Permitted Liens" means (a) such imperfections of title, easements, encumbrances, Liens or restrictions that do not materially impair or interfere with the current use of the Company's or any Company Subsidiary's assets that are subject thereto, (b) materialmen's, mechanics', carriers', workmen's, warehousemen's, repairmen's, landlord's and other similar Liens arising in the Ordinary Course of Business, or deposits to obtain the release of such Liens, (c) Liens for Taxes that are not yet due and delinquent, or if delinquent, that are being contested in good faith, (d) zoning, entitlement, conservation restriction and other land use and environmental regulations promulgated by Governmental Authorities that are not violated in any material respect by the Company's or any Company Subsidiary's current use of the assets that are subject thereto, (e) revocable, non-exclusive licenses (or sublicenses) of Company Owned IP granted in the Ordinary Course of Business, (f) non-monetary Liens, encumbrances and restrictions on real property (including easements, covenants, rights of way and similar restrictions or record) that do not materially interfere with the present uses of such real property, (g) Liens identified in the Financial Statements and (h) Liens on leases, subleases, easements, licenses, rights of use, rights to access and rights of way arising from the provisions of such agreements or benefiting or created by any superior estate, right or interest. "Person" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Personal Information" means information relating an identified or identifiable Person, device, or household including but not limited to "personal information," "personal data," "personally identifiable information" or similar terms as defined by Privacy Laws.

"Privacy Laws" means all applicable Laws, industry requirements, and contracts governing the Processing of Personal Information, including, to the extent applicable: (a) the following Laws and their implementing regulations: the Fair Credit Reporting Act, 15 U.S.C. 1681; the Federal Trade Commission Act, 15 U.S.C. § 45; the CAN-SPAM Act, 15 U.S.C. § 7701 et seq.; the Telephone Consumer Protection Act, 47 U.S.C. § 227; the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. § 6101 et seq.; Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501 et seq.; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act ("HITECH"); the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq.; the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-22; the Stored Communications Act, 18 U.S.C. § 2701-12; California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq.; the New York Department of Financial Services Cybersecurity Regulation, 23 NYCRR 500; and the South Carolina Privacy of Consumer Financial and Health Information Regulation, South Carolina Code § 69-58; Massachusetts Gen. Law Ch. 93H, 201 C.M.R. 17.00; Nev. Rev. Stat. 603A; Cal. Civ. Code § 1798.82, N.Y. Gen. Bus. Law § 899-aa, et seq.; the European Union's Directive on Privacy and Electronic Communications (2002/58/EC); state data security Laws, state data breach notification Laws, applicable Laws relating to the transfer of Personal Information, and any applicable Laws concerning requirements for website and mobile application privacy policies and practices, call or electronic monitoring or recording or any outbound communications (including outbound calling and text messaging, telemarketing, and e-mail marketing), and all implementing regulations and requirements, and other similar Laws; (b) each applicable contract relating to the Processing of Personal Information; and (c) each applicable rule, codes of conduct, or other requirement of self-regulatory bodies and applicable industry standards, including, to the extent applicable, the Payment Card Industry Data Security Standard.

"Processing", "Process" or "Processed", with respect to data, means any collection, access, acquisition, storage, protection, use, re-use, disposal, disclosure, re-disclosure, destruction, transfer, modification, or any other processing (as defined by any applicable Privacy Law) of such data.

"Redemption Rights" means the right of the holders of shares Buyer Common Stock to redeem all or a portion of their shares of Buyer Common Stock (in connection with the Transactions or otherwise) as set forth in the organizational documents of the Buyer.

"Reference Date" means January 1, 2018.

"Reference Price" means $10.00.

"Registered Intellectual Property" means all Intellectual Property that is the subject of an issued patent or registration (or a patent application or an application for registration), including domain names.

"Representatives" means, with respect to any person, such Person's directors, managers, officers, employees, agents or advisors, investment bankers, attorneys, accountants and other authorized advisors or representatives.

"Requisite Approval" means the approval of this Agreement, the Additional Agreements and the Transactions by at least the number of Company Equity Interests required pursuant to the LLC Act, the Company certificate of formation, the limited liability company agreement of the Company and any other contract to which the Company is party or otherwise bound.

"Sanctioned Person" means at any time any person (a) listed on any Sanctions-related list of designated or blocked persons, (b) the government of, resident in, or organized under the Laws of a country or territory that is the subject of comprehensive restrictive Sanctions from time to time (which includes, as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea region) or (c) majority-owned or controlled by any of the foregoing.

"Sanctions" means those applicable, economic and financial sanctions Laws, regulations, embargoes, and restrictive measures administered or enforced by (a) the United States (including the U.S. Treasury Department's Office of Foreign Assets Control), (b) the European Union and enforced by its member states, (c) the United Nations, (d) Her Majesty's Treasury or (e) any other similar Governmental Authority with jurisdiction over the Company or any Company Subsidiary from time to time.

"SAP" means the applicable statutory accounting principles (or local equivalents in the applicable jurisdiction) prescribed or permitted by the applicable insurance regulator under the insurance law of an insurance company's domiciliary jurisdiction.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002, as amended.

"SEC" means the Securities and Exchange Commission.

"Secondary Cash Consideration" means $450,000,000.00 *plus* the amount by which the sum of the amount in the Trust Account (after giving effect to redemptions by existing stockholders of the Buyer), *plus* the aggregate amount of the PIPE Financing exceeds $750,000,000; provided, that such additional sum shall not exceed $50,000,000. The Secondary Cash Consideration is included in the Mixed Consideration.

"Securities Act" means the Securities Act of 1933, as amended.

"Software" means all computer software (in object code or source code format), data and databases, and related documentation and materials.

"Sponsor" means Aldel Investors LLC, a Delaware limited liability company.

"stockholder" means a holder of stock or shares, as appropriate.

"Subsidiary" means each entity of which at least fifty percent (50%) of the capital stock or other equity or voting securities are controlled or owned, directly or indirectly, by the Company.

"Tax" or "Taxes" means any and all taxes (including any similar duties, levies or other governmental assessments in the nature of taxes), including, but not limited to, income, estimated, business, occupation, corporate, capital, gross receipts, transfer, stamp, registration, employment, payroll, unemployment, withholding, license, severance, capital, production, ad valorem, excise, windfall profits, real property, personal property, sales, use, value added and franchise taxes, in each case imposed by any Governmental Authority, whether disputed or not, together with interest, penalties, and additions to tax imposed with respect thereto.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof, in each case filed or required to be filed with a Governmental Authority.

"Transaction Documents" means this Agreement, including all Schedules and Exhibits hereto, the Company Disclosure Schedule, the Additional Agreements, and all other agreements, certificates and instruments executed and delivered by the Buyer, Newco or the Company in connection with the Transactions and specifically contemplated by this Agreement.

"Transfer Taxes" means all transfer, documentary, sales, use, registration, value-added and other similar Taxes (including all applicable real estate transfer Taxes and real property transfer gains Taxes and including any filing and recording fees).

"Treasury Regulations" means the United States Treasury regulations issued pursuant to the Code.

"Units" means units of equity interests in OpCo.

"Unpaid SPAC Fees" means Buyer's unpaid or contingent liabilities, including but not limited to any fees and expenses associated with the Buyer's initial public offering and operations prior to the date hereof.

"Virtual Data Room" means the virtual data room established by the Company and its Representatives labeled "Project GTO" hosted by Datasite.

1.2 Index of Defined Terms. Each of the following terms is defined in the Section set forth below opposite such term:

| | | | |
|---|---|---|---|
| *Buyer SEC Reports* | *Section 6.7(a)* | *Company Subsidiary* | *Section 5.1(a)* |
| *Buyer Stockholder Approval* | *Section 8.2(a)* | *Contributed Cash* | *Section 4.2* |
| *Affiliate Contract* | *Section 5.26(a)* | *COVID-19 Pandemic* | *Section 1.1* |
| *Affordable Care Act* | *Section 5.14(k)* | *Data Security Requirements* | *Section 5.17(h)* |
| *Agreement* | *Preamble* | *Effective Time* | *Section 3.2* |
| *Alternative PIPE Financing* | *Section 8.16(b)* | *Environmental Permits* | *Section 5.19* |
| *Alternative Subscription Agreement* | *Section 8.16(b)* | *ERISA Affiliate* | *Section 5.14(c)* |
| *Alternative Transaction* | *Section 8.5* | *Excess* | *Section 4.4(a)* |
| *Antitrust Laws* | *Section 8.13(a)* | *Exchange Agent* | *Section 4.3(a)* |
| *Audited Financial Statements* | *Section 5.7(a)* | *Exchange Fund* | *Section 4.3(a)* |
| *Blue Sky Laws* | *Section 5.5(b)* | *Final Allocation* | *Section 8.11(b)* |
| *Business Combination* | *Section 7.3* | *Financial Statements* | *Section 5.7(b)* |
| *Buyer* | *Preamble* | *Flow-Through Return* | *Section 8.11(a)* |
| *Buyer Board* | *Recitals* | *GAAP* | *Section 5.7(a)* |
| *Buyer Certificate of Incorporation* | *Recitals* | *Hagerty Re* | *Section 5.9(a)* |
| *Buyer Class A Common Stock* | *Section 6.3(a)* | *HHC* | *Recitals* |
| *Buyer Stockholders' Meeting* | *Section 8.1(a)* | *Information Security Program* | *34* |
| *Buyer Warrants* | *Section 6.3(b)* | *Initial Financial Information* | *Section 8.1(b)* |
| *Certificate of Merger* | *Section 3.1* | *Intended Tax Treatment* | *Section 3.10* |
| *Closing* | *Section 3.2* | *Interim Financial Statements* | *Section 5.7(b)* |
| *Closing Date* | *Section 3.2* | *Interim Financial Statements Date* | *Section 5.7(b)* |
| *Company* | *Preamble* | *IPO* | *Section 7.3* |
| *Company Board* | *Recitals* | *IRS* | *Section 5.14(b)* |
| *Company Disclosure Schedule* | *Article V* | *Law* | *Section 5.5(a)* |
| *Company Member Approval* | *Section 5.23* | *LLC Act* | *Recitals* |
| *Company Officer's Certificate* | *Section 9.2(c)* | *Lock-up Agreement* | *Recitals* |
| *Company Permits* | *Section 5.6* | *Material Contracts* | *Section 5.20(a)* |
| *Company Producer* | *Section 5.11* | *Maximum Allowance* | *Section 4.4* |
| *Company Stockholders Meeting* | *Section 8.3* | *Maximum Annual Premium* | *Section 8.7(b)* |

| | | | |
|---|---|---|---|
| *Merger Payment Schedule* | *Section 4.3(h)* | *Reinsurance Contract* | *Section 5.9(a)* |
| *Minimum Available Cash Condition* | *Section 9.3(f)* | *Released Claims* | *Section 7.3* |
| *New Incentive Plan* | *Section 8.1(a)* | *Remedies Exceptions* | *Section 5.4* |
| *Newco* | *Preamble* | *Required Financials* | *Section 8.1(b)* |
| *Newco Member* | *Recitals* | *Sellers* | *Recitals* |
| *Newco Unit* | *Section 4.1(b)* | *Sponsor Letter Agreement* | *Recitals* |
| *Non-Disclosure Agreement* | *Section 8.4(b)* | *Subscription Agreements* | *Recitals* |
| *Nonparty Affiliate* | *Section 10.11* | *Tax Accounting Firm* | *Section 8.11(b)* |
| *NYSE* | *Section 6.7(d)* | *Tax Positions* | *Section 8.11(d)* |
| *OpCo* | *Recitals* | *Tax Receivable Agreement* | *Recitals* |
| *OpCo LLCA* | *Section 3.3* | *Terminating Buyer Breach* | *Section 10.1(g)* |
| *Outside Date* | *Section 10.1(b)* | *Terminating Company Breach* | *Section 10.1(f)* |
| *PCAOB Audited Financials* | *Section 8.14* | *The Buyer Disclosure Schedule* | *Article VI* |
| *PIPE Financing* | *Recitals* | *the Buyer Proposals* | *Section 8.1(a)* |
| *PIPE Investors* | *Recitals* | *ThinkEquity* | *Section 6.14* |
| *Plans* | *Section 5.14(a)* | *Transaction Expenses* | *Section 4.4* |
| *Pre-Closing Returns* | *Section 8.11(a)* | *Transactions* | *Recitals* |
| *Producer* | *Section 5.10(a)* | *Trust Account* | *Section 6.13* |
| *Prospectus* | *Section 7.3* | *Trust Agreement* | *Section 6.13* |
| *Proxy Statement* | *Section 8.1(a)* | *Trust Fund* | *Section 6.13* |
| *Public Stockholders* | *Section 7.3* | *Trustee* | *Section 6.13* |
| *Registration Rights Agreement* | *Recitals* | *WARN* | *Section 5.15* |
| *Registration Statement* | *Section 8.1(a)* | *Written Consent* | *Section 8.3* |

## ARTICLE II
## CONSTRUCTION

2.1 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the definitions contained in this agreement are applicable to the other grammatical forms of such terms, (iv) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (v) the terms "Article," "Section," "Schedule" and "Exhibit" refer to the specified Article, Section, Schedule or Exhibit of or to this Agreement, (vi) the word "including" means "including without limitation," (vii) the word "or" shall be disjunctive but not exclusive, (viii) references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto and references to any Law shall include all rules and regulations promulgated thereunder and (ix) references to any Law shall be construed as including all statutory, legal, and regulatory provisions consolidating, amending or replacing such Law.

(b) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified, and when counting days, the date of commencement will not be included as a full day for purposes of computing any applicable time periods (except as otherwise may be required under any applicable Law). If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

## ARTICLE III
## THE MERGER

3.1 Closing Transactions. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, pursuant to an appropriate certificate of merger (the "Certificate of Merger") and in accordance with the applicable provisions of the LLC Act, Newco shall be merged with and into the Company. Following the Merger, the separate limited liability company existence of Newco shall cease, and the Company shall continue as the OpCo in the Merger.

3.2 Closing; Effective Time. Unless this Agreement is earlier terminated in accordance with Article X, the closing of the Merger (the "Closing") shall take place by electronic exchange of executed documents, at 10:00 a.m., Eastern time, subject to the satisfaction or waiver (to the extent permitted by applicable law) of the conditions set forth in Article X (other than those conditions that by their nature are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the satisfaction or, if permissible, waiver of such conditions at the Closing). The date on which the Closing actually occurs is hereinafter referred to as the "Closing Date." At the Closing, the Parties shall cause the Certificate of Merger to be filed with the Secretary of State of the State of Delaware, in such form as is required by, and executed in accordance with, the relevant provisions of LLC Act and, as soon as practicable on or after the Closing Date, shall make any and all other filings or recordings required under the LLC Act. The Merger shall become effective at such date and time as a Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such other date and time as Newco and the Company shall agree in writing and shall specify in the Certificate of Merger (the date and time the Merger becomes effective being the "Effective Time").

3.3 Certificate of Formation; Limited Liability Company Agreement.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of Newco or the Company, the certificate of formation of the Company shall become the certificate of formation of OpCo.

(b) At the Effective Time, and without any further action on the part of the Company or Newco, the existing limited liability company agreement of the Company shall be terminated in accordance with its terms, the certificate of formation of the OpCo, and as provided by Law.

3.4 Limited Liability Agreement of the OpCo. The Parties shall take all actions necessary so that at the Effective Time an amended and restated limited liability company agreement of OpCo shall be entered into and duly executed and adopted as required under the LLC Act, substantially in the form attached as Exhibit I hereto (the "OpCo LLCA").

3.5 Board of Managers and Officers; Buyer Board.

(a) Each of the Parties will take all such action within its power as may be necessary or appropriate such that effective as of the Effective Time the sole manager of the OpCo and the initial officers of the OpCo shall be the individuals set forth on Section 3.5(a) of the Company Disclosure Schedule with each such individual holding the title set forth opposite his or her name as listed therein, each to hold office in accordance with the OpCo LLCA.

(b) The Parties shall cause the Board and the officers of the Buyer as of immediately following the Effective Time to be the individuals set forth on Section 3.5(b) of the Company Disclosure Schedule with each such individual holding the title set forth opposite his or her name as listed therein; provided, that (i) the Company shall be entitled to identify eight (8) nominees to the Buyer Board for inclusion in the Proxy Statement and (ii) the Buyer shall be entitled to identify one (1) nominee to the Buyer Board for inclusion in the Proxy Statement, which manager shall be reasonably acceptable to Sellers.

3.6 Effects of the Merger. The Merger shall have the effects set forth in this Agreement, the Certificate of Merger and in the relevant provisions of the LLC Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, immunities, powers, franchises, licenses and authority of the Company and Newco shall vest in the OpCo, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Newco shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the OpCo.

3.7 No Further Ownership Rights in Company Equity Interests. At the Effective Time, the transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers of Company Equity Interests on the records of the Company. From and after the Effective Time, the holders of certificates evidencing ownership of Company Equity Interests outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Company Equity Interests, except as otherwise provided for herein or by Law.

3.8 Withholding Rights. Notwithstanding anything to the contrary contained in this Agreement, the Buyer, the Company, OpCo and the Exchange Agent shall be entitled to deduct and withhold from any payments required pursuant to this Agreement or any Additional Agreement, such amounts as are required to be deducted and withheld to pay over to the applicable Governmental Authority with respect to any such deliveries and payments under the Code or any provision of Tax Law; provided, however, that the Buyer will provide the Company with written notice at least five (5) Business Days prior to any such deduction or withholding (other than deductions or withholdings with respect to amounts treated as compensation for applicable Tax purposes), such notice to include reasonable detail and the authority and method of calculation for the proposed deduction or withholding, and (a) the Buyer and/or the applicable withholding agent shall consider in good faith any claim by the Company that such deduction or withholding is not required or should be imposed at a reduced rate and (b) the Buyer and/or the applicable withholding agent shall cooperate with the Company in good faith to minimize, to the extent permissible under applicable Law, the amount of any such deduction or withholding, including by cooperating with the submission of any certificates or forms to establish an exemption from, reduction in, or refund of any such deduction or withholding. To the extent that amounts are so withheld and paid over to the appropriate Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to such Person in respect of which such deduction and withholding was made.

3.9 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the OpCo with full right, title and interest in, to and under, and/or possession of, all assets, property, rights, privileges, powers and franchises of the Company, the officers and directors of the OpCo are fully authorized in the name and on behalf of the Company, to take all lawful action necessary or desirable to accomplish such purpose or acts, so long as such action is not inconsistent with this Agreement.

3.10 Tax Treatment of the Transaction. The Parties acknowledge and agree that for U.S. federal income Tax purposes and applicable state and local Tax purposes, they intend that (a) the receipt of Secondary Cash Consideration (and any associated rights under the Tax Receivable Agreement) be treated as a sale as of the Closing Date of a portion of the Company Equity Interests held by HHC and a purchase of such Company Equity Interests by the Buyer from HHC, in a transaction described in Section 741 of the Code (and any similar applicable state or local provisions of Tax law), (b) the Merger be treated as resulting in a continuation of the Company for U.S. federal income Tax purposes and applicable state and local Tax purposes, (c) the receipt by each of Markel and HHC of the Equity Consideration and the Mixed Consideration (other than Secondary Cash Consideration), respectively, be treated as a recapitalization of each of Markel and HHC's partnership interests in the Company in a transaction that is disregarded for U.S. federal income Tax purposes and applicable state and local Tax purposes, and (d) the contribution by the Buyer of the assets of Newco immediately prior to the Merger to OpCo be governed by Section 721 of the Code (and any similar applicable state and local provisions of Tax law) (collectively, the "Intended Tax Treatment").

## ARTICLE IV
## CONVERSION OF UNITS; CLOSING MERGER CONSIDERATION

4.1 Conversion of Units. At the Effective Time, by virtue of the Merger and without any action on the part of the Buyer, Newco, the Company or the Sellers:

(a) The Company Equity Interests that are issued and outstanding immediately prior to the Effective Time shall be canceled and automatically converted into:

(i) in the case of Markel, Markel's right to receive, without interest, the Equity Consideration; and

(ii) in the case of HHC, HHC's right to receive, without interest, the Mixed Consideration.

As of such Effective Time, all Company Equity Interests shall thereafter cease to have any rights with respect thereto, except the right to receive the consideration set forth in this Article IV.

(b) The units of equity interests of Newco (the "Newco Units") that are issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger and without further action on the part of the Buyer, be converted into an aggregate number of Units equal to the number of Buyer's Class A Common Stock and Sponsor Shares issued and outstanding immediately prior to the Effective Time.

(c) Each Sponsor Share that is issued and outstanding immediately prior to the Effective Time shall be automatically converted to one share of Buyer Class A Common Stock.

4.2 Buyer Contribution. On the terms and subject to the conditions set forth herein, on the Closing Date, at the Effective Time, the Buyer shall contribute to OpCo, as a capital contribution in exchange for a portion of the Units acquired in connection with the Merger, (a) the Aggregate Cash Proceeds *less* (b) the Buyer Transaction Expenses (the "Contributed Cash").

4.3 Exchange of Company Equity Interests.

(a) *Exchange Agent*. On the Closing Date, the Buyer shall deposit, or shall cause to be deposited, with a bank or trust company that shall be designated by the Buyer and that is reasonably satisfactory to the Company (the "Exchange Agent"), for the benefit of the Sellers, for exchange in accordance with this Article IV, (i) an instrument or instruments representing the number of Buyer Common Stock issuable by the Buyer pursuant to Section 4.1 and (ii) cash in an amount equal to the Secondary Cash Consideration (collectively, the "Exchange Fund"). As promptly as practicable after the Effective Time, the Buyer shall cause the Exchange Agent, pursuant to irrevocable instructions, to pay the Merger Consideration out of the Exchange Fund in accordance with the applicable provisions contained in this Agreement. The Exchange Fund shall not be used for any other purpose.

(b) *Exchange Procedures*. As soon as practicable following the Effective Time, and in any event within two (2) Business Days following the Effective Time (but in no event prior to the Effective Time), the Buyer shall cause the Exchange Agent to deliver to each Seller, as of immediately prior to the Effective Time, represented by book-entry, the Merger Consideration in accordance with the provisions of Section 4.1(a) and such Company Equity Interests shall forthwith be cancelled.

(c) *Surrender*. The Merger Consideration payable upon conversion of the Company Equity Interests in accordance with the terms hereof shall be deemed to have been paid and issued in full satisfaction of all rights pertaining to such Company Equity Interests.

(d) *Adjustments to Merger Consideration*. The Merger Consideration shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the Buyer Common Stock occurring on or after the date hereof and prior to the Effective Time.

(e) *Termination of Exchange Fund*. Any portion of the Exchange Fund that remains undistributed to the holders of Company Equity Interests for one (1) year after the Effective Time shall be delivered to the Buyer, upon demand, and any Sellers who have not theretofore complied with this Section 4.3 shall thereafter look only to the Buyer for the Merger Consideration. Any portion of the Exchange Fund remaining unclaimed by holders of Company Equity Interests as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any Governmental Authority shall, to the extent permitted by applicable Law, become the property of the Buyer free and clear of any claims or interest of any person previously entitled thereto.

(f) *No Liability*. None of the Exchange Agent, the Buyer or OpCo shall be liable to any Seller for any Company Equity Interests (or dividends or distributions with respect thereto) or cash delivered to a public official pursuant to any abandoned property, escheat or similar Law in accordance with this Section 4.3.

(g) *Fractional Shares*. No certificates or scrip or shares representing fractional Buyer Common Stock shall be issued upon the exchange of Company Equity Interests and such fractional share interests will not entitle the owner thereof to vote or to have any rights of a stockholder of the Buyer or a holder of the Buyer Common Stock. In lieu of any fractional share of the Buyer Common Stock to which any holder of Company Equity Interests would otherwise be entitled, the Exchange Agent shall round down to the nearest whole share of the Buyer Common Stock, as applicable. No cash settlements shall be made with respect to fractional shares eliminated by rounding.

(h) *Merger Payment Schedule*. At least five (5) Business Days prior to the Closing Date, the Company shall deliver to the Buyer and the Exchange Agent a schedule (the "Merger Payment Schedule") showing the percentage allocation of the Merger Consideration to each of the Sellers at the Closing as well as the corresponding number of Buyer Common Stock to be issued to and cash to be paid to such Sellers pursuant to Section 4.1.

(i) *Lost, Stolen or Destroyed Certificates*. In the event any certificates for any Company Equity Interests shall have been lost, stolen or destroyed, the Buyer shall cause to be issued in exchange for such lost, stolen or destroyed certificates and for each such share, upon the making of an affidavit of that fact by the holder thereof, the Merger Consideration.

4.4 Payment of Expenses. The Buyer and the Company will each pay their respective expenses (including fees and expenses of legal counsel, investment bankers, brokers, finders, and other Representatives or consultants) in connection with this Agreement and the Transactions contemplated hereby (collectively, the "Transaction Expenses"); provided, that (a) the fees, costs and expenses incurred in connection with (i) obtaining customary D&O tail policies, (ii) filing for antitrust and regulatory approvals, (iii) the preparation, filing and mailing of the Form S-4, and (iv) arranging the PIPE Financing, shall be borne and paid when due fifty percent (50%) by the Buyer and fifty percent (50%) by the Company, and (b) immediately after the Closing, the aforementioned Transaction Expenses, and any Transfer Taxes arising as a result of the consummation of the Transactions contemplated by this Agreement, will be paid from the capital of the Buyer.

4.5 Buyer Transaction Expenses. In the event that, at the Effective Time, there is a Buyer Excess, Sponsor shall elect (and cause) one of the following to occur without any action on the part of the Buyer, Newco, the Company or Sellers:

(a) the Equity Value shall be deemed to be increased by an amount equal to the Buyer Excess;

(b) a number of Sponsor Shares and/or warrants, as determined by the Sponsor, having a value equal to the Buyer Excess shall be cancelled; provided that the value of each Sponsor Share shall be the Reference Price; or

(c) Sponsor shall pay an amount equal to the Buyer Excess in cash to the Buyer concurrently with the Closing.

## ARTICLE V
## REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company's disclosure schedule delivered by the Company to the Buyer and Newco in connection with this Agreement (the "Company Disclosure Schedule") (each of which qualifies (a) the correspondingly numbered representation, warranty or covenant specified therein and (b) such other representations, warranties or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty or covenant is reasonably apparent to the Buyer on its face or cross-referenced), the Company hereby represents and warrants to the Buyer and Newco as follows:

5.1 Organization and Qualification; Subsidiaries.

(a) The Company and each Subsidiary of the Company (each a "Company Subsidiary"), is a corporation, company or other organization duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has the requisite corporate or other organizational power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted. The Company and each Material Company Subsidiary is duly qualified or licensed as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed and in good standing that would not, individually or in the aggregate, be expected to have a Company Material Adverse Effect.

(b) A true and complete list of all the Company Subsidiaries, together with the jurisdiction of incorporation of each Company Subsidiary and the percentage of the equity interest of each Company Subsidiary owned by the Company and each other Company Subsidiary, is set forth in Section 5.1(b) of the Company Disclosure Schedule. Except as set forth in Section 5.1(b) of the Company Disclosure Schedule, the Company does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any other corporation, partnership, joint venture or business association or other entity.

5.2 Certificate of Formation and Limited Liability Company Agreement. The Company has prior to the date of this Agreement made available to the Buyer in the Virtual Data Room a complete and correct copy of the certificate of incorporation or formation and the bylaws or equivalent organizational documents, each as amended, restated or otherwise modified to date, of the Company and each Material Company Subsidiary. Such certificates of incorporation or formation, bylaws or equivalent organizational documents are in full force and effect. Neither the Company nor any Material Company Subsidiary is in violation of any of the provisions of its certificate of formation or incorporation, bylaws or equivalent organizational documents.

5.3 Capitalization.

(a) All of the issued and outstanding Company Equity Interests have been duly authorized and validly issued in accordance with all Laws, including all applicable federal securities Laws, and the organizational documents of the Company, and are fully paid and nonassessable and, except as set forth in Section 5.3(a) of the Company Disclosure Schedule, are not subject to, nor were they issued in violation of, any preemptive rights, rights of first refusal or similar rights, and are free and clear of all Liens and other restrictions (including any restriction on the right to vote, sell or otherwise dispose of such Company Equity Interests). Section 5.3(a) of the Company Disclosure Schedule sets forth a true, correct and complete list, as of the date of this Agreement, of all of the Company Equity Interests that are authorized, issued or outstanding and the record and beneficial owners of such equity interests. Except as set forth in Section 5.3(a) of the Company Disclosure Schedule, there are no other authorized, issued or outstanding Company Equity Interests.

(b) Other than as set forth in Section 5.3(b) of the Company Disclosure Schedule, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, arrangements or commitments of any character relating to the issued or unissued Company Equity Interests or any Company Subsidiary or obligating the Company or any Company Subsidiary to issue or sell any equity interests or voting interests in, or any securities convertible into or exchangeable or exercisable for equity or voting interests in, the Company or any Company Subsidiary.

(c) As of the date hereof, except as set forth on Section 5.3(c) of the Company Disclosure Schedule, neither the Company nor any Material Company Subsidiary is a party to, or otherwise bound by, and neither the Company nor any Material Company Subsidiary has granted, any equity appreciation rights, participations, phantom equity, restricted shares, restricted share units, performance shares, contingent value rights or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares, or other securities or ownership interests in, the Company or any Material Company Subsidiary. Except as set forth on Section 5.3(c) of the Company Disclosure Schedule, there are no voting trusts, voting agreements, proxies, shareholder agreements or other agreements to which the Company or any Company Subsidiary is a party, or to the Company's knowledge, among any holder of Company Equity Interests or any other equity interests or other securities of the Company or any Company Subsidiary to which the Company or any Material Company Subsidiary is not a party, with respect to the voting or transfer of the Company Equity Interests or any of the equity interests or other securities of the Company or any of the Company Subsidiaries. Except for the Company Subsidiaries, the Company does not own any equity interests in any person.

(d) Except as set forth on Section 5.3(d) of the Company Disclosure Schedule, there are no outstanding contractual obligations of the Company or any Company Subsidiary to repurchase, redeem or otherwise acquire any units of the Company or any capital stock of any Material Company Subsidiary or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any person other than a Company Subsidiary.

(e) Each outstanding share of capital stock of each Company Subsidiary is duly authorized, validly issued, fully paid and nonassessable, and, except as set forth on Section 5.3(e) of the Company Disclosure Schedule, each such share is owned one hundred percent (100%) by the Company or another Company Subsidiary free and clear of all Liens, options, rights of first refusal and limitations on the Company's or any Company Subsidiary's voting rights, other than transfer restrictions under applicable securities Laws and their respective organizational documents.

(f) Except for the Company Equity Interests held by the members of the Company, no shares or other equity or voting interest of the Company, or options, warrants or other rights to acquire any such shares or other equity or voting interest, of the Company is authorized or issued and outstanding.

(g) All outstanding Company Equity Interests and all outstanding shares of capital stock or other equity securities (as applicable) of each Company Subsidiary have been issued and granted in compliance with (i) applicable federal securities Laws and other applicable Laws and (ii) any preemptive rights and other similar requirements set forth in applicable contracts to which the Company or any Company Subsidiary is a party.

5.4 Authority Relative to This Agreement. The Company has all necessary limited liability company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to receiving the Company Member Approval, to consummate the Transactions. The execution and delivery of this Agreement by the Company and the consummation by the Company of the Transactions have been duly and validly authorized by all necessary limited liability company action, and no other limited liability company proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the Transactions (other than, with respect to the Merger, the Company Member Approval, which the Written Consent shall satisfy, and the filing and recordation of appropriate merger documents as required by the LLC Act). This Agreement has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Buyer and Newco, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, by general equitable principles (the "Remedies Exceptions"). The Company Board has approved this Agreement and the Transactions. To the knowledge of the Company, no other state takeover Law is applicable to the Merger or the other Transactions.

5.5 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by the Company does not, and subject to receipt of the filing and recordation of appropriate merger documents as required by LLC Act and of the consents, approvals, authorizations or permits, filings and notifications, expiration or termination of waiting periods after filings and other actions set forth on Section 5.5(a) of the Company Disclosure Schedule, including the Written Consent, being made, obtained or given, the performance of this Agreement by the Company will not (i) conflict with or violate the certificate of formation or bylaws or any equivalent organizational documents of the Company or any Material Company Subsidiary, (ii) conflict with or violate any United States or non-United States statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority ("Law") applicable to the Company or any Material Company Subsidiary or by which any property or asset of the Company or any Material Company Subsidiary is bound or affected, or (iii) result in any breach of or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien (other than any Permitted Lien) on any material property or asset of the Company or any Material Company Subsidiary pursuant to, any Material Contract, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not have or reasonably be expected to have a Company Material Adverse Effect.

(b) The execution and delivery of this Agreement by the Company does not, and the performance of this Agreement by the Company will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any Governmental Authority, except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act, state securities or "blue sky" laws ("Blue Sky Laws") and those filings and approvals set forth on Section 5.5(b) of the Company Disclosure Schedule and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not have or would not reasonably be expected to have a Company Material Adverse Effect.

5.6 Permits; Compliance. Each of the Company and the Company Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders necessary under Law applicable and necessary for each of the Company or the Company Subsidiaries to own, lease and operate its properties or to carry on its business as it is now being conducted (the "Company Permits"), except where the failure to have such Company Permits would not reasonably be expected to have a Company Material Adverse Effect. No suspension or cancellation of any of the Company Permits is pending or, to the knowledge of the Company, threatened in writing. Neither the Company nor any Company Subsidiary is in conflict with, or in default, breach or violation of, (a) any Law applicable to the Company or any Company Subsidiary or by which any property or asset of the Company or any Company Subsidiary is bound or affected or (b) any Material Contract or Company Permit, except, in each case, for any such conflicts, defaults, breaches or violations that would not have or would not reasonably be expected to have a Company Material Adverse Effect.

5.7 Financial Statements; Records.

(a) Correct and complete copies of the audited consolidated balance sheet of the Company and the Company Subsidiaries as of December 31, 2020 (collectively, the "Audited Financial Statements") and the related condensed statements of income and cash flows for the fiscal year then ended are attached as Section 5.7(a) of the Company Disclosure Schedule. The Audited Financial Statements (including the notes thereto) (i) were prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (ii) fairly present, in all material respects, the consolidated financial position, results of operations and cash flows of the Company and the Company Subsidiaries as of and at the date thereof and for the period indicated therein, except as otherwise noted therein.

(b) The Company has made available to the Buyer in the Virtual Data Room true and complete copies of the unaudited consolidated balance sheet of the Company and the Company Subsidiaries as of June 30, 2021 (the "Interim Financial Statements Date"), and the related unaudited condensed consolidated income statement of the Company and the Company Subsidiaries for the six-month period then ended (collectively, the "Interim Financial Statements", together with the Audited Financial Statements, the "Financial Statements"). The Interim Financial Statements were prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and, except as otherwise noted therein, fairly present, in all material respects, the consolidated financial position, results of operations and cash flows of the Company and the Company Subsidiaries as of the Interim Financial Statements Date and for the period indicated therein, and subject to normal year-end adjustments and the absence of footnotes.

(c) Except as and to the extent set forth on the Financial Statements, neither the Company nor any Company Subsidiary has any liability or obligation of a nature (whether accrued, absolute, contingent or otherwise) required to be reflected on a balance sheet prepared in accordance with GAAP, except for: (i) liabilities that were incurred in the Ordinary Course of Business since the Interim Financial Statements Date; (ii) obligations for future performance under any contract to which the Company or any Company Subsidiary is a party; or (iii) such other liabilities and obligations which are not, individually or in the aggregate, expected to result in a Company Material Adverse Effect.

(d) Since the Reference Date, neither the Company nor any Material Company Subsidiary has received written notice of any complaint, allegation, assertion or claim, regarding the accounting or auditing practices, procedures, methodologies or methods of the Company or any Material Company Subsidiary.

(e) To the knowledge of the Company, no employee of the Company or any Company Subsidiary has provided or is providing information to any law enforcement agency regarding the commission or possible commission of any crime or the violation or possible violation of any applicable Law. None of the Company, any Company Subsidiary or, to the knowledge of the Company, any officer, employee, contractor, subcontractor or agent of the Company or any Company Subsidiary, has discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against an employee of the Company or any Company Subsidiary in the terms and conditions of employment because of any act of such employee described in 18 U.S.C. sec. 1514A(a).

5.8 Insurance Agency Subsidiaries. Except as would not be material to the Company and the Company Subsidiaries (taken as a whole): (a) Hagerty Re is duly licensed or authorized or otherwise eligible to transact the business of reinsurance in Bermuda, where it is required to be so licensed, authorized or otherwise eligible in order to conduct its business as currently conducted; and (b) the Company Subsidiaries that operate as insurance agencies, subject to the insurance Laws of the states in which they operate, are duly licensed or authorized or otherwise eligible to conduct their business as currently conducted.

5.9 Reinsurance.

(a) Each currently in-force reinsurance treaty, contract or agreement to which Hagerty Reinsurance Limited, a company formed under the Laws of Bermuda and wholly-owned Subsidiary of the Company ("Hagerty Re"), is a party and has any existing rights or obligations (a "Reinsurance Contract") is a legal, valid and binding obligation of Hagerty Re and, to the knowledge of the Company, as of the date hereof, each other party to such Reinsurance Contract. Each such Reinsurance Contract is enforceable against Hagerty Re and, to the knowledge of the Company, as of the date hereof, each other party to such Reinsurance Contract in accordance with its terms (subject in each case to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium, rehabilitation, liquidation or similar Laws now or hereafter in effect relating to or affecting creditors' rights and remedies generally and subject, as to enforceability, to the effect of general equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law)) and is in full force and effect.

(b) There are no pending, or to the knowledge of the Company, threatened in writing Actions with respect to any reinsurance agreement between Hagerty Re and a ceding company.

5.10 Producers. To the knowledge of the Company and as of the date hereof:

(a) each insurance agent, marketer, underwriter, wholesaler, broker, distributor or other producer (other than Company Producers) that wrote, sold, produced or marketed any insurance policies on behalf of the Company or any of the Company Subsidiaries (each, a "Producer"), at the time such Producer wrote, sold, produced or marketed such insurance policy, was duly licensed as required by applicable insurance Law (for the type of business written, sold, produced or marketed on behalf of the Company or a Company Subsidiary), except for such failures to be so licensed which have been cured, which have been resolved or settled through agreements with applicable Governmental Authorities, which are barred by an applicable statute of limitations or which, individually or in the aggregate, would not reasonably be expected to result in a Company Material Adverse Effect; and

(b) there are no suits, actions, proceedings or arbitrations pending or threatened in writing against the Company and/or any of the Company Subsidiaries with respect to the sale or marketing of any insurance policies, except for such claims or complaints as, individually or in the aggregate, would not reasonably be expected to result in a Company Material Adverse Effect.

5.11 Company Producers. To the knowledge of the Company, as of the date hereof:

(a) each insurance agent, marketer, underwriter, wholesaler, broker, distributor or other producer that is a Company Subsidiary, and each individual that is employed as an agent, broker or other producer by such Company Subsidiary (each such Company Subsidiary or individual, a "Company Producer") that wrote, sold, produced or marketed any insurance policies on behalf of the Company or any of the Company Subsidiaries, at the time such Company Producer wrote, sold, produced or marketed such insurance policies, was duly licensed as required by applicable insurance Law (for the type of business written, sold, produced or marketed on behalf of the Company or any Subsidiary), except for such failures to be so licensed which have been cured, which have been resolved or settled through agreements with applicable Governmental Authorities, which are barred by an applicable statute of limitations or which, individually or in the aggregate, would not reasonably be expected to result in a Company Material Adverse Effect; and

(b) there are no suits, actions, proceedings or arbitrations pending or, to the knowledge of the Company, threatened in writing against the Company and/or any of its Subsidiaries with respect to the sale or marketing of any insurance policies, except for such claims or complaints as, individually or in the aggregate, would not reasonably be expected to result in a Company Material Adverse Effect.

5.12 Absence of Certain Changes or Events. From the Interim Financial Statements Date to the Effective Date, except as otherwise reflected in the Financial Statements or set forth on Section 5.12 of the Company Disclosure Schedule, or as expressly contemplated by this Agreement: (a) the Company and the Company Subsidiaries have conducted their respective businesses in all material respects in the Ordinary Course of Business, other than due to any COVID-19 Response, (b) neither the Company nor any Company Subsidiary has sold, assigned, transferred, permitted to lapse, abandoned, or otherwise disposed of any right, title or interest in or to any of their respective material assets (including any Company Owned IP) other than revocable non-exclusive licenses (or sublicenses) of Company Owned IP impliedly granted in the Ordinary Course of Business as part of a sale or lease of a good or service, (c) there has not been a Company Material Adverse Effect and (d) neither the Company nor any Company Subsidiary has taken any action that, if taken after the date of this Agreement, would constitute a material breach of any of the covenants set forth in Section 7.1.

5.13 Absence of Litigation. Except as set forth in Section 5.13 of the Company Disclosure Schedule, there is no material Action pending or, to the knowledge of the Company, threatened by or against the Company or any Company Subsidiary. Neither the Company nor any Company Subsidiary is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of the Company, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority, in each case, except as would not have or reasonably be expected to have a Company Material Adverse Effect.

5.14 Employee Benefit Plans.

(a) Section 5.14(a) of the Company Disclosure Schedule lists all material Employee Benefit Plans that are maintained, contributed to, required to be contributed to, or sponsored by the Company or any Company Subsidiary for the benefit of any current or former employee, officer, director or consultant, or under which the Company or any Company Subsidiary has or could reasonably be expected to incur any liability (collectively, whether or not material, the "Plans").

(b) With respect to each Plan, the Company has made available to the Buyer in the Virtual Data Room, if applicable (i) a true and complete copy of the current plan document and all amendments thereto and each trust or other funding arrangement (or if no such copy exists, a written description of the material terms thereof), (ii) copies of the most recent summary plan description and any summaries of material modifications, (iii) a copy of the most recently filed Internal Revenue Service ("IRS") Form 5500 annual report and accompanying schedules, (iv) copies of the most recently received IRS determination, opinion or advisory letter, (v) any material, non-routine correspondence from any Governmental Authority with respect to any Plan during the past three (3) years and (vi) the most recent written results of all required compliance testing.

(c) None of the Plans is or was during the past six (6) years, nor does the Company or any Company Subsidiary have or reasonably expect to have any liability or obligation (including on account of an ERISA Affiliate) under (i) a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA), (ii) a single employer pension plan (within the meaning of Section 4001(a)(15) of ERISA) subject to Section 412 of the Code or Title IV of ERISA, (iii) a multiple employer plan subject to Section 413(c) of the Code or (iv) a multiple employer welfare arrangement under ERISA. For purposes of this Agreement, "ERISA Affiliate" means any entity that together with the Company or any Company Subsidiary would be deemed a "single employer" for purposes of Section 4001(b)(1) of ERISA or Sections 414(b), (c) or (m) of the Code.

(d) Except as set forth on Section 5.14(d) of the Company Disclosure Schedule, (i) neither the Company nor any Company Subsidiary is nor will be obligated, whether under any Plan or otherwise, to pay separation, severance, termination or similar benefits to any person directly as a result of any Transaction, nor will any such Transaction accelerate the time of payment or vesting, or increase the amount, of any benefit or other compensation due to any individual, and (ii) the Transactions shall not be the direct or indirect cause of any amount paid or payable by the Company or any Company Subsidiary being classified as an "excess parachute payment" under Section 280G of the Code.

(e) None of the Plans provides, nor does the Company nor any Company Subsidiary have or reasonably expect to have any obligation to provide, medical or other welfare benefits to any current or former employee, officer, director or consultant of the Company or any Company Subsidiary after termination of employment or service except (i) as may be required under Section 4980B of the Code and Part 6 of Title I of ERISA and the regulations thereunder or (ii) as may be provided to a former employee during his or her severance period.

(f) Each Plan has been administered and maintained and funded in compliance, in all material respects, in accordance with its terms and the requirements of all applicable Laws including ERISA and the Code. The Company and each Company Subsidiary have performed, in all material respects, all obligations required to be performed by them under, are not in any material respect in default under or in violation of, and have no knowledge of any material default or violation by any party to, any Plan. No Action is pending or, to the knowledge of the Company, threatened with respect to any Plan (other than claims for benefits in the Ordinary Course of Business).

(g) Each Plan that is intended to be qualified under Section 401(a) of the Code has (i) timely received a favorable determination letter from the IRS covering all of the provisions applicable to the Plan for which determination letters are currently available that the Plan is so qualified and each trust established in connection with such Plan is exempt from federal income Tax under Section 501(a) of the Code or (ii) is entitled to rely on a favorable opinion or advisory letter from the IRS, and to the knowledge of the Company nothing has occurred with respect to the operation of any such Plan which could cause the loss of such qualification or exemption or the imposition of any material liability, penalty or tax under ERISA or the Code.

(h) There has not been any prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) nor any reportable events (within the meaning of Section 4043 of ERISA) with respect to any Plan that could reasonably be expected to result in material liability to the Company or any of the Company Subsidiaries. There have been no acts or omissions by the Company or any Company Subsidiary that have given or could reasonably be expected to give rise to any material fines, penalties, Taxes or related charges under Sections 502 or 4071 of ERISA or Section 511 or Chapter 43 of the Code for which the Company or any Company Subsidiary may be liable.

(i) Neither the Company nor any Company Subsidiary has or could reasonably be expected to have any material liability (including on account of an ERISA Affiliate) under Section 4980B of the Code and Parts 6 and 7 of Title I of ERISA, and the regulations thereunder.

(j) Each Plan that constitutes a nonqualified deferred compensation plan subject to Section 409A of the Code has been administered and operated, in all material respects, in compliance with the provisions of Section 409A of the Code and the Treasury Regulations thereunder, and no additional Tax under Section 409A(a)(1)(B) of the Code has been or could reasonably be expected to be incurred by a participant in any such Plan.

(k) Each Plan that is subject to the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010 (the "Affordable Care Act") has been established, maintained and administered in material compliance with the requirements of the Affordable Care Act. Neither the Company nor any of its Subsidiaries has attempted to maintain the grandfathered heath plan status under the Affordable Care Act of any Plan.

5.15 Labor and Employment Matters.

(a) (i) There are no material Actions pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary by any of their respective current or former employees, independent contractors or job applicants; (ii) neither the Company nor any Company Subsidiary is, nor has either the Company or any Company Subsidiary been since the Reference Date, a party to, bound by, or negotiating any collective bargaining agreement or other contract with a union, works council or labor organization applicable to persons employed by the Company or any Company Subsidiary, nor, to the knowledge of the Company, are there any activities or proceedings of any labor union to organize any such employees; (iii) there are no unfair labor practice complaints pending against the Company or any Company Subsidiary before the National Labor Relations Board; and (iv) there has never been, nor, to the knowledge of the Company, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting, or, to the knowledge of the Company, threat thereof, by or with respect to any employees of the Company or any Company Subsidiary.

(b) The Company and the Company Subsidiaries are and have been since the Reference Date in material compliance in all respects with all applicable Laws relating to the employment, employment practices, employment discrimination, terms and conditions of employment, mass layoffs and plant closings (including the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar state or local Laws (collectively ("WARN")), immigration, meal and rest breaks, pay equity, workers' compensation, family and medical leave, and occupational safety and health requirements, payment of wages, hours of work, classification of employees (both as exempt or non-exempt, and as employee or independent contractor), and collective bargaining as required by Law and the appropriate Governmental Authority and are not liable for any material arrears of wages, penalties or other sums for failure to comply with any of the foregoing.

(c) During the past three (3) years, (i) no allegations of sexual or other harassment or misconduct have been made against any director, officer, executive or manager of the Company or the Company Subsidiaries and (ii) no legal action or proceeding of any kind is pending or, to the knowledge of the Company, threatened, and no settlement agreement has been entered into, with respect to one of more of the Company or the Company Subsidiaries involving allegations of sexual or other harassment or misconduct by any such employee.

(d) During the past three (3) years, none of the Company or the Company Subsidiaries has implemented any employee layoffs or plant closings that would implicate WARN without satisfying all applicable requirements under WARN Laws. The Company and the Company Subsidiaries affirm that they have no outstanding WARN liability.

(e) All employees of the Company and the Company Subsidiaries are legally authorized to work in the location where assigned, and the Company and the Company Subsidiaries maintain accurate records concerning all I-9 filings for employees working in the United States.

5.16 Real Property. Except as set forth in Section 5.16 of the Company Disclosure Schedule, neither the Company nor any Company Subsidiary owns or leases any real property.

5.17 Intellectual Property.

(a) Section 5.17(a) of the Company Disclosure Schedule contains a true, correct and complete list of all Registered Intellectual Property constituting Company Owned IP (showing in each case, as applicable, the filing date, date of issuance, expiration date and registration or application number, registrar or office, and the owner).

(b) Other than as set forth in Section 5.17(b) of the Company Disclosure Schedule, the Company or one of the Company Subsidiaries owns and possesses, free and clear of all Liens (other than Permitted Liens), all right, title and interest in and to the Company Owned IP and has the right to use pursuant to a valid and enforceable written contract or license, all Company Licensed IP. All Registered Intellectual Property is subsisting and, to the knowledge of the Company, valid and enforceable. No loss or expiration of any material Company Owned IP is threatened in writing, or, to the Company's knowledge, pending. Neither the Company nor the Company Subsidiaries have disclosed to any other person, except for their employees and contractors any source code of the material Software within the Company Owned IP, and no such Person will be entitled to obtain access to or possession of such source code as a result of the execution, delivery and performance of by the Company of this Agreement.

(c) The Company and each of its applicable Company Subsidiaries have taken and take reasonable actions to maintain, protect and enforce the secrecy, confidentiality and value of its trade secrets and other material Confidential Information, and has executed a written agreement with each current and former officer and employee, contractor or other person involved in the development or creation of any material Intellectual Property on behalf of Company or any of the Company Subsidiaries obligating such Person to maintain the confidentiality of such trade secrets and other material Confidential Information. To the knowledge of the Company, (i) there has not been any breach by any such Persons to any such agreement, and (ii) no present or former officer, director, employee, agent or contractor has misappropriated any trade secrets or material Confidential Information of any third person in the course of the performance of responsibilities to the Company and the Company Subsidiaries or of Company and the Company Subsidiaries..

(d) Other than as set forth in Section 5.17(d) of the Company Disclosure Schedule, except as would not be material to the Company and the Company Subsidiaries, taken as a whole: (i) since the Reference Date, there have been no claims filed and served or claims threatened in writing, against the Company or any Company Subsidiary, by any person (A) contesting the validity, use, ownership, enforceability, patentability or registrability of any of the Company IP, or (B) alleging any infringement or misappropriation of, or other violation of, any Intellectual Property of other persons (including any unsolicited written demands or written offers to license any Intellectual Property from any other person); (ii) since the Reference Date, the operation of the business of the Company and the Company Subsidiaries has not and does not infringe, misappropriate or violate, any Intellectual Property of other persons provided that, with respect to patents and trademarks, such representation is made only to the Company's knowledge; (iii) since the Reference Date, to the Company's knowledge, no other person has infringed, misappropriated or violated any of the Company Owned IP; (iv) there is no Action pending or, to the knowledge of the Company, threatened in writing against the Company or any Company Subsidiary, concerning Company IP; and (v) neither the Company nor any Company Subsidiary is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, any Governmental Authority, in each case, that would materially restrict or impair Company's or Company Subsidiaries' ownership, registrability, enforceability, use or distribution of Company Owned IP.

(e) Other than as set forth in Section 5.17(e) of the Company Disclosure Schedule, all Persons who have contributed, developed or conceived any Company Owned IP that is material to the Company and the Company Subsidiaries, taken as a whole, have executed valid and enforceable written agreements with the Company or one of the Company Subsidiaries pursuant to which such Persons assigned to the Company or the applicable Company Subsidiary all of their entire right, title, and interest in and to any Intellectual Property created, conceived or otherwise developed by such Person in the course of and related to his, her or its relationship with the Company or the applicable Company Subsidiary except where the Company or a Company Subsidiary owns such Intellectual Property by operation of law.

(f) The Company and Company Subsidiaries do not use and have not used any Open Source Software or any modification or derivative thereof (i) in a manner that would grant or purport to grant to any other person any rights to or immunities under any of the Company IP, or (ii) in a manner that would require the Company or any Company Subsidiary to publicly disclose any source code that is part of the Company Owned IP.

(g) The Business Systems are sufficient in all material respects for the current needs of the business of the Company or any of the Company Subsidiaries as currently conducted by the Company and/or the Company Subsidiaries. The Company and each of the Company Subsidiaries maintain commercially reasonable disaster recovery, business continuity and risk assessment plans, procedures and facilities. To the Company's knowledge since the Reference Date, there has not been any material failure with respect to any of the Business Systems that are material to the conduct of the Company's business that has not been remedied or replaced in all material respects.

(h) The Company and each of the Company Subsidiaries currently and since the Reference Date have complied in all material respects with (i) all Privacy Laws applicable to the Company or a Company Subsidiary, (ii) any applicable privacy, data protection, data usage, data security, or other policies of the Company or a Company Subsidiary, respectively, published on a Company website or otherwise made publicly available by the Company or a Company Subsidiary concerning the Processing of Personal Information or Business Data, (iii) industry standards to which the Company or any Company Subsidiary is bound to adhere, including, to the extent applicable, the Payment Card Industry Data Security Standard and (iv) all contractual commitments that the Company or any Company Subsidiary has entered into or is otherwise bound with respect to privacy, data security, or the Processing of Personal Information or Business Data (collectively, the "Data Security Requirements"). The Company and the Company Subsidiaries have each implemented a written information security program ("Information Security Program") and technical, administrative, and physical safeguards designed to protect the security and integrity of the Business Systems and any Personal Information. The Company's and the Company Subsidiaries' employees and contractors receive commercially reasonable training on information security issues. The Company has tested its Information Security Program and the Business Systems on a no less than annual basis, remediated all critical, high and medium risks, and the Information Security Program and Business Systems have proven sufficient and compliant with Privacy Laws in all material respects. The Business Systems constitute all technology and systems infrastructure reasonably necessary to carry on the business of the Company, are in good working condition and function in accordance with all applicable documentation and specifications, operate and perform as is necessary to conduct the business of the Company. To the Company's knowledge there is no Disabling Device in any of the Business Systems. Since the Reference Date, except as would not reasonably be expected to result in liability material to the Company or Company Subsidiary, neither the Company nor any of the Company Subsidiaries has (A) experienced any data security breaches, unauthorized access or use of any of the Business Systems, or unauthorized Processing of any Personal Information or Business Data; or (B) been subject to or received written notice of any audits, proceedings or investigations by any Governmental Authority or any individual, or received any material claims or complaints regarding the Processing of Personal Information, or the violation of any applicable Data Security Requirements. Where the Company uses a Data Processor to Process Personal Data, the Data Processor has provided guarantees, warranties or covenants in relation to Processing of Personal Information, confidentiality, security measures and agreed to compliance with those obligations in a manner sufficient for the Company's compliance with the Data Security Requirements.

(i) The Company or one of the Company Subsidiaries (i) owns the Business Data that is of any Company Owned IP or (ii) has the right, as applicable, to use, exploit, publish, reproduce, distribute, license, sell, and create derivative works of the other Business Data, in whole or in part, in the manner in which the Company and the Company Subsidiaries receive and use such Business Data prior to the Closing Date. The Company and the Company Subsidiaries are not subject to any material legal obligations, including based on the Transactions contemplated hereunder, that would prohibit the Buyer from Processing Personal Information after the Closing Date, in a similar manner and on substantially the same terms and conditions in which the Company and the Company Subsidiaries Process such Personal Information immediately prior to the Closing Date or result in material liabilities in connection with Data Security Requirements.

(j) Neither the Company nor any Company Subsidiary is a member or promoter of, or a contributor to, any industry standards body or similar standard setting organization that could require or obligate the Company or any Company Subsidiary to grant or offer to any other person any license or right to any Company Owned IP.

(k) At no time during the conception or reduction to practice of any of the Company Owned IP was the Company, or to the knowledge of the Company, was a contractor or other person that developed or created any material Company Owned IP operating under any grants from any Governmental Authority or academic institution. To the knowledge of the Company, no Governmental Authority or academic institution has any right to, ownership of, or right or royalties for, any Company IP.

5.18 Taxes.

(a) The Company and each of the Material Company Subsidiaries: (i) has duly filed all Tax Returns they are required to have filed as of the date hereof (taking into account any extension of time within which to file); (ii) has paid all Taxes that are shown as due on such filed Tax Returns and any other material Taxes that they are required to have paid as of the date hereof to avoid penalties or charges for late payment; (iii) with respect to all Tax Returns filed by or with respect to them, has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency (other than pursuant to customary extensions of the due date for filing a Tax Return obtained in the Ordinary Course of Business); and (iv) does not have any material deficiency, assessment, claim, audit, examination, investigation, litigation or other proceeding in respect of Taxes or Tax matters pending or asserted, proposed or threatened in writing, for a Tax period which the statute of limitations for assessments remains open.

(b) Each of the Company and the Company Subsidiaries has withheld and paid to the appropriate Governmental Authority all Taxes required to have been withheld and paid in connection with amounts paid or owing to any current or former employee, independent contractor, creditor, stockholder or other third party and, to the Company's knowledge, has complied (including any applicable cure provisions) in all material respects with all applicable Laws relating to the reporting and withholding of Taxes.

(c) Neither the Company nor any Company Subsidiary has engaged in or entered into a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(d) There are no Tax Liens upon any assets of the Company or any of the Company Subsidiaries except for Permitted Liens.

(e) For U.S. federal income tax purposes, the Company is, and has been since its formation, classified as a disregarded entity or partnership.

(f) The Company, after consultation with its tax advisors, is not aware of the existence of any fact, or any action it has taken (or failed to take) or agreed to take, that would reasonably be expected to prevent or impede the Merger from qualifying for the Intended Tax Treatment.

(g) Neither the Company nor any of its Subsidiaries has received written notice of any claim from a Governmental Authority in a jurisdiction in which the Company or any Subsidiary does not file Tax Returns stating that it is or may be subject to Tax in such jurisdiction.

(h) Neither the Company nor any of its Subsidiaries has made any change in accounting method (except as required by a change in Law) or received a ruling from, or signed an agreement with, any Governmental Authority that would reasonably be expected to have a material impact on its Taxes following the Closing. Neither the Company nor any of its Subsidiaries has any liability or potential liability for the Taxes of another Person (other than another Subsidiary) (i) under any applicable Tax Law or (ii) as a transferee or successor. Neither the Company nor any of its Subsidiaries is a party to or bound by any Tax indemnity agreement, Tax sharing agreement or Tax allocation agreement or similar agreement or arrangement (excluding, in each case, commercial agreements the primary purpose of which is not the sharing of Taxes) with respect to Taxes (including advance pricing agreement, closing agreement or other agreement relating to Taxes with any Governmental Authority) that will be binding on the Company or any of its Subsidiaries with respect to any period following the Closing Date.

5.19 Environmental Matters. (a) The Company and each Company Subsidiary is, and since the Reference Date has been, in compliance in all material respects with applicable Environmental Laws; (b) to the knowledge of the Company, there has been no release by the Company or any Company Subsidiary at, on or under any real property currently or formerly owned, leased or operated by the Company or any Company Subsidiary in a manner which could reasonably be expected to result in material liability to the Company or any Company Subsidiary under applicable Environmental Laws; (c) the Company and each Company Subsidiary holds all material permits, licenses and other authorizations required under applicable Environmental Law for the conduct of their respective businesses as currently conducted ("Environmental Permits"), and the Company and each Company Subsidiary is in compliance in all material respects with such Environmental Permits; and (d) neither the Company nor any Company Subsidiary is the subject of any pending or, or to the Company's knowledge, threatened Action, nor has the Company or any Company Subsidiary received any written notice, alleging any material violation of or, or material liability under, any applicable Environmental Laws.

5.20 Material Contracts.

(a) Section 5.20(a) of the Company Disclosure Schedule sets forth a true, correct and complete list of (or, in the case of oral contracts, written summaries of such oral contracts), as of the date of this Agreement, all contracts to which the Company or any Company Subsidiary is a party that will be required to be filed with the Registration Statement under applicable SEC requirements or would otherwise be required to be filed by the Company as an exhibit for a Form S-1 pursuant to Items 601(b)(1), (2), (4), (9) or (10) of Regulation S-K under the Securities Act as if the Company was the registrant, being the "Material Contracts".

(b) (i) Each Material Contract is a legal, valid and binding obligation of the Company or Company Subsidiary party thereto and is enforceable against the Company or any Company Subsidiary, as applicable, and, to the knowledge of the Company, is a legal, valid and binding obligation of each other party to such Material Contract and is enforceable against such other party thereto in accordance with its terms, subject to the Remedies Exceptions, (ii) neither the Company nor any Company Subsidiary nor, to the knowledge of the Company, any other party to a Material Contract, is in default or breach of a Material Contract and (iii) neither the Company nor any Company Subsidiary has received any written notice of termination or cancellation with respect to any Material Contract, except, in each of clauses (i) through (iii), as has not had and would not reasonably be expected to have a Company Material Adverse Effect.

5.21 Insurance.

(a) Section 5.21(a) of the Company Disclosure Schedule sets forth, with respect to each material insurance policy under which the Company or any Company Subsidiary is an insured, a named insured or otherwise the principal beneficiary of coverage.

(b) With respect to each such insurance policy, except as would not be expected to result in a Company Material Adverse Effect: (i) the policy is legal, valid, binding and enforceable in accordance with its terms (subject to the Remedies Exceptions) and, except for policies that have expired under their terms in the Ordinary Course of Business, is in full force and effect; (ii) neither the Company nor any Company Subsidiary is in material breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice), and no event has occurred which, with notice or the lapse of time, would constitute such a material breach or default, or permit termination or modification, under the policy; and (iii) to the knowledge of the Company, no insurer on the policy has been declared insolvent or placed in receivership, conservatorship or liquidation.

5.22 Board Approval; Vote Required. The Company Board, by resolutions duly adopted by unanimous vote of those voting at a meeting duly called and held and not subsequently rescinded or modified in any way, or by written consent, has duly (a) determined that this Agreement and the Merger are fair to and in the best interests of the Company, (b) approved this Agreement and the Merger and declared their advisability and (c) recommended that the members of the Company approve and adopt this Agreement and approve the Merger and directed that this Agreement and the Transactions (including the Merger) be submitted for consideration by the Company's members. The Requisite Approval (the "Company Member Approval") is the only vote of the holders of the Company Equity Interests necessary to adopt this Agreement and approve the Transactions. The Written Consent, if executed and delivered, would qualify as the Company Member Approval and no additional approval or vote from any holders of any Company Equity Interests would then be necessary to adopt this Agreement and approve the Transactions.

5.23 Certain Business Practices.

(a) Since January 1, 2016, none of the Company, any Company Subsidiary, any of their respective directors, officers, or employees or, to the Company's knowledge, agents, while acting on behalf of the Company or any Company Subsidiary, has: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity; (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any provision of any applicable Anti-Corruption Law; or (iii) to the extent not covered by subclause (i) and (ii), made any payment in the nature of criminal bribery, in each case, except as would not be material to the Company and the Company Subsidiaries, taken as a whole.

(b) Since January 1, 2016, none of the Company, any Company Subsidiary, any of their respective directors, officers, or employees or, to the Company's knowledge, agents (i) is or has been a Sanctioned Person; (ii) has transacted business with or for the benefit of any Sanctioned Person or has otherwise violated applicable Sanctions, while acting on behalf of the Company or any Company Subsidiary; or (iii) has violated any Ex-Im Laws while acting on behalf of the Company or any Company Subsidiary, in each case, except as would not be material to the Company and the Company Subsidiaries, taken as a whole.

(c) There are no, and since the January 1, 2016, there have not been any, material internal investigations, external investigations to which the Company has knowledge of, audits, actions or proceedings pending, or any voluntary or involuntary disclosures made to a Governmental Authority, with respect to the Buyer or suspected violation by the Company, any Company Subsidiary, or any of their respective officers, directors, employees, or agents with respect to any Anti-Corruption Laws, Sanctions, or Ex-Im Laws.

5.24 Exchange Act. Neither the Company nor any Company Subsidiary is currently (nor has either previously been) subject to the requirements of Section 12 of the Exchange Act.

5.25 Brokers. Except as set forth on Section 5.25 of the Company Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company or any Company Subsidiary.

5.26 Related Party Transactions.

(a) Section 5.26 of the Company Disclosure Schedule sets forth a true, complete and correct list of the following: (i) each contract entered into between the Reference Date and the date hereof, between the Company or any of the Company Subsidiaries, on the one hand, and any current or former Affiliate of the Company or any of the Company Subsidiaries on the other hand ("Affiliate Contract"), which Affiliate Contract would have been required to be disclosed pursuant to Item 404 of Regulation S-K if the Company had been subject to the reporting requirements of the Exchange Act; and (ii) all Indebtedness (for monies actually borrowed or lent) owed during the period beginning the Reference Date and ended on the date hereof by any current or former Affiliate to the Company or any of the Company Subsidiaries.

(b) None of the members of the Company nor any of their Affiliates owns or has any rights in or to any of the material assets, properties or rights used by the Company.

5.27 Exclusivity of Representations and Warranties. Except as otherwise expressly provided in this Article V (as modified by the Company Disclosure Schedule), the Company hereby expressly disclaims and negates, any other express or implied representation or warranty whatsoever (whether at Law or in equity) with respect to the Company, its Affiliates, and any matter relating to any of them, including their affairs, the condition, value or quality of the assets, liabilities, financial condition or results of operations, or with respect to the accuracy or completeness of any other information made available to the Buyer, its Affiliates or any of their respective Representatives by, or on behalf of, Company, and any such representations or warranties are expressly disclaimed. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement (as modified by the Company Disclosure Schedule) or in the Company Officer's Certificate, neither Company nor any other person on behalf of Company has made or makes, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to the Buyer, its Affiliates or any of their respective Representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company (including the reasonableness of the assumptions underlying any of the foregoing), whether or not included in any management presentation or in any other information made available to the Buyer, its Affiliates or any of their respective Representatives or any other person, and any such representations or warranties are expressly disclaimed.

## ARTICLE VI
## REPRESENTATIONS AND WARRANTIES OF THE BUYER AND NEWCO

Except as set forth in the Buyer's disclosure schedule delivered by the Buyer to the Company on or prior to the date hereof in connection with this Agreement (the "Buyer Disclosure Schedule") and in the Buyer SEC Reports (to the extent the qualifying nature of such disclosure is readily apparent to the Buyer from the content of such Buyer SEC Reports, but excluding disclosures referred to in "Forward-Looking Statements," "Risk Factors" and any other disclosures therein to the extent they are of a predictive or cautionary nature or related to forward-looking statements), the Buyer hereby represents and warrants to the Company and the Sellers as follows:

6.1 Corporate Organization.

(a) Each of the Buyer and Newco is a company duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has the requisite corporate or limited liability power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted, except where the failure to have such power, authority and governmental approvals would not result in a Buyer Material Adverse Effect.

(b) Newco is the only Subsidiary of the Buyer. Except for Newco, the Buyer does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any corporation, partnership, joint venture, business association or other person.

6.2 Governing Documents. Each of the Buyer and Newco have heretofore furnished to the Company complete and correct copies of the Buyer Organizational Documents and the Newco Organizational Documents, which are in full force and effect. Neither the Buyer nor Newco is in violation of any of the provisions of the Buyer Organizational Documents and Newco Organizational Documents.

6.3 Capitalization.

(a) The authorized capital stock of the Buyer consists of (i) 380,000,000 shares of Class A common stock, par value $0.0001 per share ("Buyer Class A Common Stock"), (ii) 20,000,000 shares of Class B common stock, par value $0.0001 per share ("Sponsor Shares") and (iii) 1,000,000 shares of preferred stock, par value $0.0001 per share. As of the date of this Agreement, (A) 12,072,500 shares of Buyer Class A Common Stock and 2,875,000 Sponsor Shares are issued and outstanding, all of which are validly issued, fully paid and non-assessable and not subject to any preemptive rights, (B) no shares of the Buyer Class A Common Stock are held in the treasury of the Buyer, (C) 5,750,000 public warrants (as described in the Prospectus) are issued and outstanding and 5,750,000 shares of Buyer Class A Common Stock are issuable in respect of such public warrants, (D) 257,500 private warrants (as described in the Prospectus) are issued and outstanding and 257,500 shares of Buyer Class A Common Stock are issuable in respect of such private placement warrants, (E) 28,750 underwriter warrants (as described in the Prospectus) are issued and outstanding and 28,750 shares of Buyer Class A Common Stock are issuable in respect of such underwriter warrants, and (F) 1,300,000 OTM warrants (as described in the Prospectus) are issued and outstanding and 1,300,000 shares of Buyer Class A Common Stock are issuable in respect of such OTM warrants (the warrants described in clauses (C), (D), (E) and (F), the "Buyer Warrants").

(b) As of the date of this Agreement, the authorized Newco Units consist of 10,000 units. All outstanding Newco Units have been duly authorized, validly issued, fully paid and are non-assessable and are not subject to preemptive rights, and are held by the Buyer free and clear of all Liens, other than transfer restrictions under applicable securities Laws and the Newco Organizational Documents.

(c) Except for securities to be issued pursuant to the Subscription Agreements, securities to be issued by the Buyer as permitted by this Agreement and the Buyer Warrants, the Buyer has not issued any options, warrants, preemptive rights, calls, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of the Buyer or obligating the Buyer to issue or sell any shares of capital stock of, or other equity interests in, the Buyer. All shares of the Buyer Common Stock subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable. Neither the Buyer nor any Subsidiary of the Buyer is a party to, or otherwise bound by, and neither the Buyer nor any Subsidiary of the Buyer has granted, any equity appreciation rights, participations, phantom equity or similar rights. The Buyer is not a party to any voting trusts, voting agreements, proxies, stockholder agreements or other agreements with respect to the voting or transfer of Buyer Common Stock or any of the equity interests or other securities of the Buyer or any of its Subsidiaries. Except with respect to the Redemption Rights, there are no outstanding contractual obligations of the Buyer to repurchase, redeem or otherwise acquire any Buyer Common Stock. There are no outstanding contractual obligations of the Buyer to make any investment (in the form of a loan, capital contribution or otherwise) in, any person.

(d) All outstanding shares of Buyer Common Stock and the outstanding Buyer Warrants have been issued and granted in compliance with all applicable federal securities Laws and other applicable Laws and were issued free and clear of all Liens other than transfer restrictions under applicable securities Laws and the Buyer Organizational Documents.

(e) The Equity Consideration being delivered by the Buyer hereunder shall be duly and validly issued, fully paid and nonassessable, and each such share or other security shall be issued free and clear of preemptive rights and all Liens, other than transfer restrictions under applicable securities Laws and the Buyer Organizational Documents. The Equity Consideration will be issued in compliance with all applicable securities Laws and other applicable Laws and without contravention of any other person's rights therein or with respect thereto.

6.4 Authority Relative to This Agreement. Each of the Buyer and Newco have all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions. The execution and delivery of this Agreement by each of the Buyer and Newco and the consummation by each of the Buyer and Newco of the Transactions, have been duly and validly authorized by all necessary corporate or limited liability company action, and no other corporate proceedings on the part of the Buyer or Newco are necessary to authorize this Agreement or to consummate the Transactions (other than (a) with respect to the Merger, (i) the approval and adoption of this Agreement by the holders of a majority of the then-outstanding shares of the Buyer Common Stock, by the Buyer, as the sole stockholder of Newco, either at a duly convened meeting of the sole stockholder of Newco or by written consent, and (ii) the filing and recordation of appropriate merger documents as required by the LLC Act, and (b) with respect to the issuance of the Buyer Common Stock pursuant to this Agreement, the approval of a majority of the then-outstanding shares of the Buyer Class A Common Stock and Sponsor Shares, voting together as a single class). This Agreement has been duly and validly executed and delivered by the Buyer and Newco and, assuming due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of the Buyer or Newco, enforceable against the Buyer or Newco in accordance with its terms subject to the Remedies Exceptions.

6.5 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by each of the Buyer and Newco do not, and the performance of this Agreement by each of the Buyer and Newco will not, (i) conflict with or violate the Buyer Organizational Documents or the Newco Organizational Documents, (ii) assuming that all consents, approvals, authorizations, expiration or termination of waiting periods and other actions described in Section 6.5(b) have been obtained and all filings and obligations described in Section 6.5(b) have been made, conflict with or violate any Law applicable to each of the Buyer or Newco or by which any of their property or assets is bound or affected, or (iii) result in any breach of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of each of the Buyer or Newco pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which each of the Buyer or Newco is a party or by which each of the Buyer or Newco or any of their property or assets is bound or affected, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not have or reasonably be expected to have a Buyer Material Adverse Effect.

(b) The execution and delivery of this Agreement by each of the Buyer and Newco do not, and the performance of this Agreement by each of the Buyer and Newco will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any Governmental Authority, except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act, Blue Sky Laws and state takeover Laws, the pre-merger notification requirements of the HSR Act, and filing and recordation of appropriate merger documents as required by the LLC Act and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not, individually or in the aggregate, prevent or materially delay consummation of any of the Transactions or otherwise prevent the Buyer or Newco from performing its material obligations under this Agreement.

6.6 Compliance. Neither the Buyer nor Newco is or has been in conflict with, or in default, breach or violation of, (a) any Law applicable to the Buyer or Newco or by which any property or asset of the Buyer or Newco is bound or affected or (b) any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Buyer or Newco is a party or by which the Buyer or Newco or any property or asset of the Buyer or Newco is bound, except, in each case, for any such conflicts, defaults, breaches or violations that would not have or reasonably be expected to have a Buyer Material Adverse Effect. Each of the Buyer and Newco is in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for the Buyer or Newco to own, lease and operate its properties or to carry on its business as it is now being conducted, except where failure to have such franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals or orders would not reasonably be expected to have a Buyer Material Adverse Effect.

6.7 SEC Filings; Financial Statements; Sarbanes-Oxley.

(a) The Buyer has filed all forms, reports, schedules, statements and other documents, including any exhibits thereto, required to be filed by it with the SEC since inception together with any amendments, restatements or supplements thereto (collectively, the "Buyer SEC Reports"). The Buyer has heretofore furnished to the Company true and correct copies of all amendments and modifications that have not been filed by the Buyer with the SEC to all agreements, documents and other instruments that previously had been filed by the Buyer with the SEC and are currently in effect. As of their respective dates, the Buyer SEC Reports (i) complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act and (ii) did not, at the time they were filed, or, if amended, as of the date of such amendment, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Except as set forth on Section 6.7(a) of the Buyer Disclosure Schedule, each director and executive officer of the Buyer has filed with the SEC on a timely basis all documents required with respect to the Buyer by Section 16(a) of the Exchange Act.

(b) Each of the financial statements (including, in each case, any notes thereto) contained in the Buyer SEC Reports was prepared in accordance with GAAP (applied on a consistent basis) and Regulation S X and Regulation S-K, as applicable, throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC) and each fairly presents, in all material respects, the financial position, results of operations, changes in stockholders equity and cash flows of the Buyer as at the respective dates thereof and for the respective periods indicated therein, (subject, in the case of unaudited statements, to normal and recurring year-end adjustments which would not reasonably be expected to individually or in the aggregate be material). The Buyer has no off-balance sheet arrangements that are not disclosed in the Buyer SEC Reports. No financial statements other than those of the Buyer are required by GAAP to be included in the consolidated financial statements of the Buyer.

(c) Except as and to the extent set forth in the Buyer SEC Reports, neither the Buyer nor Newco has any liability or obligation of a nature (whether accrued, absolute, contingent or otherwise) required to be reflected on a balance sheet prepared in accordance with GAAP, except for (i) liabilities and obligations arising in the ordinary course of the Buyer's and Newco's business, (ii) obligations for future performance under any contract to which the Buyer or Newco is a party; or (iii) such other liabilities and obligations which are not, individually or in the aggregate, expected to result in a Buyer Material Adverse Effect.

(d) The Buyer is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the New York Stock Exchange ("NYSE").

(e) The Buyer has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to the Buyer and other material information required to be disclosed by the Buyer in the reports and other documents that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such material information is accumulated and communicated to the Buyer's principal executive officer and its principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Such disclosure controls and procedures are effective in timely alerting the Buyer's principal executive officer and principal financial officer to material information required to be included in the Buyer's periodic reports required under the Exchange Act.

(f) The Buyer maintains systems of internal control over financial reporting that are sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance: (i) that the Buyer maintains records that in reasonable detail accurately and fairly reflect, in all material respects, its transactions and dispositions of assets; (ii) that transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP; (iii) that receipts and expenditures are being made only in accordance with authorizations of management and its board of directors; and (iv) regarding prevention or timely detection of unauthorized acquisition, use or disposition of its assets that could have a material effect on its financial statements. The Buyer has delivered to the Company a true and complete copy of any disclosure (or, if unwritten, a summary thereof) by any Representative of the Buyer to the Buyer's independent auditors relating to any material weaknesses in internal controls and any significant deficiencies in the design or operation of internal controls that would adversely affect the ability of the Buyer to record, process, summarize and report financial data. The Buyer has no knowledge of any fraud or whistle-blower allegations, whether or not material, that involve management or other employees or consultants who have or had a significant role in the internal control over financial reporting of the Buyer. Since inception, there have been no material changes in the Buyer internal control over financial reporting.

(g) There are no outstanding loans or other extensions of credit made by the Buyer to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of the Buyer and the Buyer has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(h) Neither the Buyer or, to the knowledge of the Buyer any employee thereof or the Buyer's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by the Buyer, (ii) any fraud, whether or not material, that involves the Buyer's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by the Buyer or (iii) any claim or allegation regarding any of the foregoing.

(i) As of the date hereof, there are no outstanding SEC comments from the SEC with respect to the Buyer SEC Reports. To the knowledge of the Buyer, none of the Buyer SEC Reports filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

6.8 Absence of Certain Changes or Events. Since inception, except as expressly contemplated by this Agreement, (a) the Buyer has conducted its business in all material respects in the ordinary course and in a manner consistent with past practice, other than due to any actions taken due to a "shelter in place," "non-essential employee" or similar direction of any Governmental Authority, (b) there has not been any Buyer Material Adverse Effect and (c) the Buyer has not taken any action that, if taken after the date of this Agreement, would constitute a material breach of any of the covenants set forth in Section 7.2.

6.9 Absence of Litigation. There is no Action pending or, to the knowledge of the Buyer, threatened against the Buyer, or any property or asset of the Buyer, before any Governmental Authority. Neither the Buyer nor any material property or asset of the Buyer is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of the Buyer, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority.

6.10 Board Approval; Vote Required.

(a) The Buyer Board, by resolutions duly adopted by majority vote of those voting at a meeting duly called and held and not subsequently rescinded or modified in any way, has duly (i) determined that this Agreement and the Transactions are fair to and in the best interests of the Buyer and its stockholders, (ii) approved this Agreement and the Transactions and declared their advisability and (iii) recommended that the stockholders of the Buyer approve and adopt this Agreement and the Merger, and directed that this Agreement and the Merger, be submitted for consideration by the stockholders of the Buyer at the Buyer Stockholders' Meeting. The only vote of the holders of any class or series of capital stock of the Buyer necessary to approve the Transactions is the affirmative vote of the holders of a majority of the outstanding shares of Buyer Class A Common Stock and the Sponsor Shares, voting as a single class.

(b) The Newco Member, by resolutions duly adopted by written consent and not subsequently rescinded or modified in any way, has duly (i) determined that this Agreement and the Merger are fair to and in the best interests of Newco and its sole member and (ii) approved this Agreement and the Merger and declared their advisability. The only vote of the holders of any class or series of equity securities of Newco that is necessary to approve this Agreement, the Merger and the other transactions contemplated by this Agreement is the affirmative vote of the holders of a majority of the outstanding Newco Units.

6.11 No Prior Operations of Newco. Newco was formed solely for the purpose of engaging in the Transactions and has not engaged in any business activities or conducted any operations or incurred any obligation or liability, other than as contemplated by this Agreement.

6.12 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Buyer or Newco.

6.13 The Buyer Trust Fund. As of the date of this Agreement, the Buyer has no less than $116,155,323.67 in the trust fund established by the Buyer for the benefit of its public stockholders (the "Trust Fund") maintained in a trust account (the "Trust Account"). The monies of such Trust Account are invested in United States Government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended, and held in trust by Continental Stock Transfer & Trust Company (the "Trustee") pursuant to the Investment Management Trust Agreement, dated as of April 8, 2021, between the Buyer and the Trustee (the "Trust Agreement"). The Trust Agreement has not been amended or modified and is valid and in full force and effect and is enforceable in accordance with its terms, subject to the Remedies Exceptions. The Buyer has complied in all material respects with the terms of the Trust Agreement and is not in breach thereof or default thereunder and there does not exist under the Trust Agreement any event which, with the giving of notice or the lapse of time, would constitute such a breach or default by the Buyer or the Trustee. There are no separate contracts, agreements, side letters or other understandings (whether written or unwritten, express or implied): (a) between the Buyer and the Trustee that would cause the description of the Trust Agreement in the Buyer SEC Reports to be inaccurate in any material respect; or (b) to the knowledge of the Buyer, that would entitle any person (other than stockholders of the Buyer who shall have elected to redeem their shares of Buyer Class A Common Stock pursuant to the Buyer Organizational Documents) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released except: (i) to pay income and franchise Taxes from any interest income earned in the Trust Account; and (ii) upon the exercise of Redemption Rights in accordance with the provisions of the Buyer Organizational Documents. As of the date hereof, there are no Actions pending or, to the knowledge of the Buyer, threatened in writing with respect to the Trust Account. Upon consummation of the Merger and notice thereof to the Trustee pursuant to the Trust Agreement, the Buyer shall cause the Trustee to, and the Trustee shall thereupon be obligated to, release to the Buyer as promptly as practicable, the funds in the Trust Fund in accordance with the Trust Agreement at which point the Trust Account shall terminate; provided, however, that the liabilities and obligations of the Buyer due and owing or incurred at or prior to the Effective Time shall be paid as and when due, including all amounts payable (A) to stockholders of the Buyer who shall have exercised their Redemption Rights and (B) to the Trustee for fees and costs incurred in accordance with the Trust Agreement. As of the date hereof, assuming the accuracy of the representations and warranties of the Company herein and the compliance by the Company with its respective obligations hereunder, the Buyer has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to the Buyer at the Effective Time.

6.14 Fairness Opinion. The Buyer Board has received the opinion of ThinkEquity, a division of Fordham Financial Management, Inc. ("ThinkEquity"), to the effect that, as of the date of such opinion and subject to various assumptions made, procedures followed, matters considered and limitations and qualifications on the scope of review undertaken by ThinkEquity as set forth in the opinion, Transactions, including the issuance of the Merger Consideration, is fair, from a financial point of view, to the Buyer and its stockholders, which opinion will be made available to the Company solely for informational purposes.

6.15 Employees. Other than any officers as described in the Buyer SEC Reports and consultants and advisors in the ordinary course of business, the Buyer and Newco have never employed any employees or retained any contractors. Other than reimbursement of any out-of-pocket expenses incurred by the Buyer's officers and directors in connection with activities on the Buyer's behalf in an aggregate amount not in excess of the amount of cash held by the Buyer outside of the Trust Account, the Buyer has no unsatisfied material liability with respect to any officer or director. The Buyer and Newco have never and do not currently maintain, sponsor, or contribute to or have any liability (contingent or otherwise) under any Employee Benefit Plan.

6.16 Taxes.

(a) The Buyer and Newco: (i) have duly filed all Tax Returns they are required to have filed as of the date hereof (taking into account any extension of time within which to file) and all such filed Tax Returns are complete and accurate in all material respects; (ii) have paid all Taxes that are shown as due on such filed Tax Returns and any other material Taxes that they are required to have paid as of the date hereof to avoid penalties or charges for late payment; (iii) with respect to all Tax Returns filed by or with respect to them, have not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency (other than pursuant to customary extensions of the due date for filing a Tax Return obtained in the Ordinary Course of Business); (iv) do not have any material deficiency, assessment, claim, audit, examination, investigation, litigation or other proceeding in respect of Taxes or Tax matters pending or asserted, proposed or threatened in writing, for a Tax period which the statute of limitations for assessments remains open; and (v) have provided adequate reserves in accordance with GAAP in the most recent consolidated financial statements of the Buyer, for any material Taxes of the Buyer as of the date of such financial statements that have not been paid.

(b) None of the Buyer or Newco will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting made prior to the Closing under Code Section 481(c) (or any corresponding or similar provision of state, local or non-U.S. income Tax Law); or (ii) "closing agreement" as described in Code Section 7121 (or any corresponding or similar provision of state, local or non-U.S. income Tax Law) executed prior to the Closing.

(c) Each of the Buyer and Newco has withheld and paid to the appropriate Governmental Authority all Taxes required to have been withheld and paid in connection with amounts paid or owing to any current or former employee, independent contractor, creditor, stockholder or other third party and, to the Buyer's knowledge, has complied (including any applicable cure provisions) in all material respects with all applicable Laws relating to the reporting and withholding of Taxes.

(d) Neither the Buyer nor Newco has been a member of an affiliated group filing a consolidated, combined or unitary U.S. federal, state, local or non-U.S. income Tax Return.

(e) Neither the Buyer nor Newco has any material liability for the Taxes of any person (other than the Buyer and Newco) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law), or as a transferee or successor.

(f) Neither the Buyer nor Newco has in the last two (2) years distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(g) Neither the Buyer nor Newco has engaged in or entered into a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(h) There are no Tax liens upon any assets of the Buyer or Newco except for Permitted Liens.

(i) Neither the Buyer nor Newco has been a U.S. real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code. Neither the Buyer nor Newco has received written notice from a non-U.S. Governmental Authority that it has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(j) Neither the Buyer nor Newco has received written notice of any claim from a Governmental Authority in a jurisdiction in which the Buyer or Newco does not file Tax Returns stating that the Buyer or Newco is or may be subject to Tax in such jurisdiction.

(k) For U.S. federal income tax purposes, (i) the Buyer is, and has been since its formation, classified as a corporation and (ii) Newco is, and has been since its formation, classified as a disregarded entity.

(l) The Buyer and Newco, after consultation with their tax advisors, are not aware of the existence of any fact, or any action it has taken (or failed to take) or agreed to take, that would reasonably be expected to prevent or impede the Merger from qualifying for the Intended Tax Treatment.

(m) None of Buyer, Newco or any of their Affiliates will be obligated to pay any compensation payments or benefits to any individual as a result of any Transaction, nor will any such Transaction accelerate the time of payment or vesting, or increase the amount, of any benefit or other compensation due to any individual. The Transactions shall not be the direct or indirect cause of any amount paid or payable by Buyer, Newco or any of their Affiliates being classified as an "excess parachute payment" under Section 280G of the Code.

(n) Neither Buyer nor Newco has any liability or potential liability for the Taxes of another Person (i) under any applicable Tax Law or (ii) as a transferee or successor. Neither Buyer nor Newco is a party to or bound by any Tax indemnity agreement, Tax sharing agreement or Tax allocation agreement or similar agreement or arrangement (excluding, in each case, commercial agreements the primary purpose of which is not the sharing of Taxes) with respect to Taxes (including advance pricing agreement, closing agreement or other agreement relating to Taxes with any Governmental Authority) that will be binding on Buyer or Newco with respect to any period following the Closing Date.

6.17 Registration and Listing. The issued and outstanding shares of Buyer Class A Common Stock and the Buyer Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on NYSE under the symbols "ADF.U," "ADF" and "ADF WS," respectively. As of the date of this Agreement, there is no Action pending or, to the knowledge of the Buyer, threatened in writing against the Buyer by NYSE or the SEC with respect to any intention by such entity to deregister the Buyer Class A Common Stock or the Buyer Warrants or terminate the listing of the Buyer on NYSE. None of the Buyer or any of its Affiliates has taken any action in an attempt to terminate the registration of the shares of the Buyer Class A Common Stock or the Buyer Warrants under the Exchange Act.

6.18 Information Supplied. No representation or warranties by the Buyer or the Newco in this Agreement (as modified by the Buyer Disclosure Schedule) or the Additional Agreements (a) contains or will contain any untrue statement of material fact or (b) omits or will omit to state, when read in conjunction with all of the information contained in this Agreement, the Buyer Disclosure Schedule and the Additional Agreements, any fact necessary to make the statements or facts contained therein not materially misleading. None of the information supplied or to be supplied by the Buyer or the Newco expressly for inclusion or incorporation by reference in: (i) in any Current Report on Form 8-K, and any exhibits thereto or any report, form, registration or other filings made with any Governmental Authority with respect to the Transactions, (ii) solicitation documents, (iii) in the mailings or other distributions to Company or the Buyer stockholders and/or prospective investors with respect to the consummation of the Transactions, (iv) or press release in connection with the Transactions, or in any amendment to any documents identified in clauses (i) through (iv) will when filed, made available, mailed or distributed, as the case may be, contain any untrue statement of material fact, or omit to state, when read in conjunction with all of the information contained in this Agreement, the Buyer Disclosure Schedule and the Additional Agreements, any fact necessary to make the statements or facts contained therein not materially misleading. Notwithstanding the foregoing, the Buyer and the Newco make no representations or warranties with respect to any information supplied by or on behalf of the Company.

6.19 The Buyer's and Newco's Investigation and Reliance. Each of the Buyer and Newco is a sophisticated purchaser and has made its own independent investigation, review and analysis regarding the Company and any Company Subsidiary and the Transactions, which investigation, review and analysis were conducted by the Buyer and Newco together with expert advisors, including legal counsel, that they have engaged for such purpose. The Buyer and Newco and their Representatives have been provided with full and complete access to the Representatives, properties, offices, plants and other facilities, books and records of the Company and any Company Subsidiary and other information that they have requested in connection with their investigation of the Company and the Company Subsidiaries and the Transactions. Neither the Buyer nor Newco is relying on any statement, representation or warranty, oral or written, express or implied, made by the Company or any Company Subsidiary or any of their respective Representatives, except as expressly set forth in Article V (as modified by the Company Disclosure Schedule). Neither the Company nor any of its respective stockholders, Affiliates or Representatives shall have any liability to the Buyer and Newco or any of their respective stockholders, Affiliates or Representatives resulting from the use of any information, documents or materials made available to the Buyer or Newco or any of their Representatives, whether orally or in writing, in any confidential information memoranda, "data rooms," management presentations, due diligence discussions or in any other form in expectation of the Transactions. Neither the Company nor any of its stockholders, Affiliates or Representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving the Company or any Company Subsidiary.

6.20 Subscription Agreements. The Subscription Agreements are legal, valid and binding obligations of the Buyer and, to the knowledge of the Buyer, each other party thereto, enforceable against the Buyer and, to the knowledge of the Buyer, each such other party in accordance with their respective terms, subject to the Remedies Exceptions, and, to the knowledge of the Buyer, as of the date of this Agreement, are in full force and effect. No event or circumstance has occurred which, with or without notice, lapse of time or both, could constitute a default on the part of the Buyer or, to the knowledge of the Buyer, any of the other parties thereto under any of the Subscription Agreements, and the Buyer and Newco have no reason to believe that the Buyer will be unable to satisfy on a timely basis any term or condition of Closing to be satisfied by the Buyer contained in any of the Subscription Agreements. None of the Subscription Agreements have been withdrawn, rescinded or terminated, or otherwise amended or modified in any respect (and no such amendment or modification is contemplated), and the Buyer and Newco have no reason to believe that any portion of the PIPE Investment contemplated by any of the Subscription Agreements will not be available as of the Closing. There are no conditions precedent or other contingencies related to the funding of the full amounts of the PIPE Financing, other than as set forth in the Subscription Agreements. There are no agreements, side letters, contracts or arrangements to which the Buyer or Newco or any of their Affiliates is a party relating to the Subscription Agreements or the PIPE Financing that have not been entirely superseded by the Subscription Agreements. The Buyer has made available to the Company true, correct and complete copies of the executed Subscription Agreements.

## ARTICLE VII
## COVENANTS OF THE COMPANY PENDING CLOSING

7.1 Conduct of Business by the Company Pending the Merger.

(a) The Company agrees that, between the date of this Agreement and the Effective Time or the earlier termination of this Agreement, except as (1) contemplated by any other provision of this Agreement or any Additional Agreement, (2) as set forth in Section 7.1 of the Company Disclosure Schedule, and (3) as required by applicable Law (including as may be compelled by any Governmental Authority), unless the Buyer shall otherwise consent in writing (which consent shall not be unreasonably conditioned, withheld or delayed): (i) the Company shall, and shall cause the Company Subsidiaries to, use reasonable best efforts to conduct their business in the Ordinary Course of Business (except as expressly required by a COVID-19 Response); and (ii) the Company shall use its reasonable best efforts to (x) preserve substantially intact the business organization of the Company and the Company Subsidiaries, (y) to keep available the services of the current officers, key employees, agents and consultants of the Company and the Company Subsidiaries and (z) to preserve the current business relationships of the Company and the Company Subsidiaries.

(b) In furtherance of the foregoing, except as (1) expressly contemplated by any other provision of this Agreement or any Additional Agreement, (2) as set forth in Section 7.1 of the Company Disclosure Schedule, and (3) as required by applicable Law (including as may be requested or compelled by any Governmental Authority), the Company shall not, and shall cause each Company Subsidiary not to, between the date of this Agreement and the Effective Time or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of the Buyer (which consent shall not be unreasonably conditioned, withheld or delayed):

(i) adopt any amendments, supplements, restatements or modifications to or otherwise terminate its certificate of formation or bylaws or equivalent organizational documents and operating agreement (or other equivalent documents);

(ii) issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, (A) any shares of any class of capital stock of the Company or any Company Subsidiary, or any options, warrants, restricted share units, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest), of the Company or any Company Subsidiary; (B) any material assets of the Company or any Company Subsidiary outside of the Ordinary Course of Business; or (C) any material Company IP other than revocable non-exclusive licenses (or sublicenses) of Company IP implied granted in the Ordinary Course of Business as part of a sale or lease of a good or service;

(iii) declare, make or pay any dividend or other distribution that would cause the Company to incur any indebtedness;

(iv) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any Company Equity Interests;

(v) (A) incur or assume any indebtedness for borrowed money of over two million dollars ($2,000,000) other than indebtedness existing as of the date hereof or in the Ordinary Course of Business, (B) intentionally grant any security interest in any of its assets outside of the Ordinary Course of Business or in connection with indebtedness contemplated by clause (A) or (C) make any loans, advances to, or guarantees for the benefit of, any person (other than between or among the Company and the Company Subsidiaries) in an amount individually or in the aggregate in excess of two hundred fifty thousand dollars ($250,000);

(vi) authorize, recommend, propose or announce an intention to adopt, or otherwise effect, a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, reorganization or similar transaction involving the Company or any Company Subsidiary;

(vii) materially change any of the Company's or any Company Subsidiary's accounting policies or procedures, except in accordance with the Company's and the Company Subsidiaries' current practice or as required by United Kingdom generally accepted accounting principles, GAAP, SAP or PCAOB auditing standards;

(viii) except as required by Law, grant recognition to any labor union or other labor organization for purposes of collective bargaining;

(ix) other than (1) as required by a Plan set forth on Section 5.14(a) of the Company Disclosure Schedule, (2) as explicitly contemplated hereunder or (3) in the Ordinary Course of Business, (A) materially increase the compensation or benefits of any executive officer of the Company, (C) enter into, materially amend or terminate any material Plan (or any plan, program, agreement or arrangement that would be a material Plan if in effect on the date hereof), (D) fund any payments or benefits that are payable or to be provided under any Plan, (E) terminate without "cause" (other than due to death or disability) any executive officer of the Company or any Company Subsidiary or (E) make any loan to any executive officer of the Company (other than advancement of expenses in the Ordinary Course of Business);

(x) waive, release, assign, settle or compromise any Action, other than waivers, releases, assignments, settlements or compromises that are solely monetary in nature, do not exceed $100,000 individually or $500,000 in the aggregate, and do not admit liability or wrongdoing or otherwise impugn the reputation of Company or any Company Subsidiaries; or

(xi) enter into any formal or informal agreement or otherwise make a binding commitment to do any of the foregoing.

Nothing herein shall require the Company to obtain consent from the Buyer to do any of the foregoing if obtaining such consent might reasonably be expected to violate applicable Law, and nothing contained in this Section 7.1 shall give to the Buyer, directly or indirectly, the right to control or direct the Ordinary Course of Business operations of the Company or any of the Company Subsidiaries prior to the Closing Date. Prior to the Closing Date, each of the Buyer and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations.

7.2 Conduct of Business by the Buyer and Newco Pending the Merger. Except as expressly contemplated by any other provision of this Agreement or any Additional Agreement (including entering into various Subscription Agreements and consummating the PIPE Financing), and except as set forth on Section 7.2 of the Buyer Disclosure Schedule and as required by applicable Law (including as may be requested or compelled by any Governmental Authority), the Buyer agrees that from the date of this Agreement until the earlier of the termination of this Agreement and the Effective Time, unless the Company shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed or conditioned), the businesses of the Buyer and Newco shall be conducted in the Ordinary Course of Business and in a manner consistent with past practice. In furtherance of the foregoing, except as expressly contemplated by any other provision of this Agreement or any Additional Agreement (including entering into various Subscription Agreements and consummating the PIPE Financing), as set forth on Section 7.2 of the Buyer Disclosure Schedule or as required by applicable Law (including as may be requested or compelled by any Governmental Authority), neither the Buyer nor Newco shall, between the date of this Agreement and the Effective Time or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of the Company, which consent shall not be unreasonably withheld, delayed or conditioned:

(a) amend or otherwise change the Buyer Organizational Documents or Newco Organizational Documents or form any Subsidiary of the Buyer other than Newco;

(b) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, other than redemptions from the Trust Fund that are required pursuant to the Buyer Organizational Documents;

(c) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of the Buyer Common Stock except for redemptions from the Trust Fund that are required pursuant to the Buyer Organizational Documents;

(d) issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, any shares of any class of capital stock or other securities of the Buyer or Newco, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest), of the Buyer or Newco;

(e) acquire (including by merger, consolidation, or acquisition of stock or assets or any other business combination) any corporation, partnership, other business organization or enter into any strategic joint ventures, partnerships or alliances with any other person;

(f) incur or assume any indebtedness for borrowed money or guarantee any such indebtedness of another person or persons, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of the Buyer, as applicable, enter into any "keep well" or other agreement to maintain any financial statement condition or enter into any arrangement having the economic effect of any of the foregoing, in each case, except in the Ordinary Course of Business;

(g) make any change in any method of financial accounting or financial accounting principles, policies, procedures or practices, except as required by a concurrent amendment in GAAP or applicable Law made subsequent to the date hereof, as agreed to by its independent accountants;

(h) make any material Tax election, amend a material Tax Return or settle or compromise any material U.S. federal, state, local or non-U.S. income tax liability;

(i) liquidate, dissolve, reorganize or otherwise wind up the business and operations of the Buyer or Newco;

(j) enter into, or become bound by, any agreement or contract except in the Ordinary Course of Business or in connection with the Transactions; or

(k) enter into any formal or informal agreement or otherwise make a binding commitment to do any of the foregoing.

Nothing herein shall require the Buyer to obtain consent from the Company to do any of the foregoing if obtaining such consent might reasonably be expected to violate applicable Law, and nothing contained in this Section 7.2 shall give to the Company, directly or indirectly, the right to control or direct the ordinary course of business operations of the Buyer prior to the Closing Date. Prior to the Closing Date, each of the Buyer and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations, as required by Law.

7.3 Claims Against Trust Account. Reference is made to the final prospectus of the Buyer, dated as of April 8, 2021 and filed with the SEC (File No. 333-253166) on April 12, 2021 (the "Prospectus"). The Company hereby represents and warrants that it has read the Prospectus and understands that the Buyer has established the Trust Account containing the proceeds of its initial public offering (the "IPO") and the overallotment shares acquired by its underwriters and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of the Buyer's public stockholders (including overallotment shares acquired by the Buyer's underwriters the "Public Stockholders"), and that, except as otherwise described in the Prospectus, the Buyer may disburse monies from the Trust Account only: (a) to the Public Stockholders in the event they elect to redeem their Buyer Class A Common Stock in connection with the consummation of the Buyer's initial business combination (as such term is used in the Prospectus) (the "Business Combination") or in connection with an extension of its deadline to consummate a Business Combination, (b) to the Public Stockholders if the Buyer fails to consummate a Business Combination within eighteen (18) months after the closing of the IPO, (c) with respect to any interest earned on the amounts held in the Trust Account, as necessary to pay any Taxes or (d) to the Buyer after or concurrently with the consummation of a Business Combination. For and in consideration of the Buyer entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby agrees on behalf of itself and its Affiliates that, notwithstanding anything to the contrary in this Agreement, neither the Company nor any of its Affiliates do now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or make any claim against the Trust Account (including any distributions therefrom), regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Agreement or any proposed or actual business relationship between the Buyer, its Affiliates or its Representatives, on the one hand, and the Company, its Affiliates or its Representatives, on the other hand, or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Released Claims"). The Company on behalf of itself and its Affiliates hereby irrevocably waives any Released Claims that the Company or any of its Affiliates may have against the Trust Account (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations, contracts or agreements with the Buyer, its Affiliates or its Representatives and will not seek recourse against the Trust Account (including any distributions therefrom) for any reason whatsoever (including for an alleged breach of this Agreement or any other agreement with the Buyer or its Affiliates). The Company agrees and acknowledges that such irrevocable waiver is material to this Agreement and specifically relied upon by the Buyer and its Affiliates to induce the Buyer to enter in this Agreement, and the Company further intends and understands such waiver to be valid, binding and enforceable against the Company and each of its Affiliates under applicable Law. To the extent the Company or any of its Affiliates commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to the Buyer, its Affiliates or its Representatives, which proceeding seeks, in whole or in part, monetary relief against the Buyer, its Affiliates or its Representatives, the Company hereby acknowledges and agrees that the Company's and its Affiliates' sole remedy shall be against funds held outside of the Trust Account and that such claim shall not permit the Company or its Affiliates (or any person claiming on any of their behalves or in lieu of any of them) to have any claim against the Trust Account (including any distributions therefrom) or any amounts contained therein. In the event the Company or any of its Affiliates commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to the Buyer, its Affiliates or its Representatives, which proceeding seeks, in whole or in part, relief against the Trust Account (including any distributions therefrom) or the Public Stockholders of the Buyer, whether in the form of money damages or injunctive relief, the Buyer, its Affiliates and its Representatives, as applicable, shall be entitled to recover from the Company and its Affiliates the associated legal fees and costs in connection with any such action, in the event the Buyer, its Affiliates or its Representatives, as applicable, prevails in such action or proceeding. Notwithstanding anything in this Agreement to the contrary, the provisions of this paragraph shall survive indefinitely with respect to the obligations set forth in this Agreement.

## ARTICLE VIII
## ADDITIONAL AGREEMENTS

8.1 Proxy Statement; Registration Statement.

(a) The Company shall promptly provide to Buyer such information concerning the Company as is either required by the SEC and federal securities Laws, or reasonably requested by Buyer for inclusion in the Proxy Statement and Registration Statement (each as hereinafter defined), and as promptly as reasonably practicable after the execution of this Agreement and receipt by Buyer from the Company of (i) all such information relating to the Company and (ii) the Initial Financial Information (as described below), the Buyer (with the assistance and cooperation of the Company as reasonably requested by the Buyer) shall prepare and file with the SEC a joint information statement/proxy statement (as amended or supplemented, the "Proxy Statement") to be sent to the stockholders of the Buyer and to the Sellers: (A) as an information statement relating, with respect to the Company's members, to the action to be taken by members of the Company pursuant to the Written Consent or by vote at a meeting of the members of the Company and (B) as a proxy statement, with respect to the Buyer's stockholders, in which the Buyer shall solicit proxies from the Buyer's stockholders to vote at the special meeting of the Buyer's stockholders called for the purpose of voting on the following matters (the "Buyer Stockholders' Meeting") in favor of: (1) the approval and adoption of this Agreement, the Transactions and the Merger, (2) the issuance of the Buyer Common Stock as contemplated by this Agreement and the Subscription Agreements, (3) the approval of the Buyer Certificate of Incorporation and each change to the Buyer Certificate of Incorporation that is required to be separately approved, (4) the approval and adoption of an equity incentive plan, in form and substance reasonably acceptable to the Buyer and the Company that provides for grant of awards to employees and other service providers of OpCo and its Subsidiaries in the form of options, restricted shares, restricted share units and/or other equity-based awards based on the Buyer Common Stock with a total pool of awards of the Buyer Common Stock not exceeding the New Incentive Plan Size (the "New Incentive Plan"), (5) the adjournment of the Buyer Stockholder's Meeting to a later date or dates if it is determined by the Buyer and the Company that additional time is necessary to consummate the transactions contemplated hereby for any reason, and (6) any approval of other proposals the Parties deem necessary to effectuate the Merger and the other Transactions (collectively, the "Buyer Proposals"), and (ii) the Buyer shall prepare and file with the SEC a registration statement on Form S-4 (together with all amendments thereto, the "Registration Statement") in which the Proxy Statement shall be included as a prospectus, in connection with the registration under the Securities Act of the shares of the Buyer Common Stock to be issued to the stockholders of the Company pursuant to this Agreement. Each of the Buyer and the Company shall use their reasonable best efforts to (w) cause the Proxy Statement and Registration Statement when filed with the SEC to comply in all material respects with all legal requirements applicable thereto, (x) respond as promptly as reasonably practicable to and resolve all comments received from the SEC concerning the Proxy Statement or the Registration Statement, (y) cause the Registration Statement to be declared effective under the Securities Act as promptly as practicable and (z) to keep the Registration Statement effective as long as is necessary to consummate the Transactions. As promptly as practicable after the Registration Statement becomes effective, the Buyer shall mail the Proxy Statement to its stockholders. Each of the Buyer and the Company shall promptly furnish all information concerning it as may reasonably be requested by the other Party in connection with such actions and the preparation of the Registration Statement and the Proxy Statement.

(b) The Company will, in addition to providing the Financial Statements, provide Buyer as promptly as practicable after the Effective Time (and in any event on or prior to the tenth ($10^{th}$) Business Day following the date of this Agreement) in accordance with Section 8.14: (i) the related pro forma adjustments necessary to prepare the pro forma financial statements in compliance with the requirements of Regulation S-X under the rules and regulations of the SEC (as interpreted by the staff of the SEC) (such pro forma financial adjustments together with the Financial Statements, the "Required Financials") and cooperate as reasonably requested by the Buyer in the preparation thereof, (ii) all selected financial data of the Company, as necessary for inclusion in the Proxy Statement and Registration Statement; and (iii) management's discussion and analysis of financial condition and results of operations prepared in accordance with Item 303 of Regulation S-K of the Securities Exchange Act (as if the Company was subject thereto) with respect to the periods covered in the Required Financials, as necessary for inclusion in the Proxy Statement and Registration Statement (together with the Required Financials, the "Initial Financial Information"). Subsequent to the delivery of the Required Financials, until the Registration Statement is declared effective, the Company's consolidated interim financial information for each quarterly period thereafter will be delivered to Buyer no later than forty (40) calendar days following the end of each quarterly period, together with related pro forma adjustments that comply with the requirements of Regulation S-X under the rules and regulations of the SEC (as interpreted by the staff of the SEC). All of the financial statements to be delivered pursuant to this Agreement by the Company will be prepared in accordance with U.S. GAAP.

(c) The Company and its counsel shall be given a reasonable opportunity to review and comment on in writing the Proxy Statement prior to its filing with the SEC and any other amendments or documents filed with the SEC. No filing of, or amendment or supplement to the Proxy Statement or the Registration Statement will be made by the Buyer or the Company without the approval of the other Party (such approval not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to prior compliance with this clause (c), the Buyer will be permitted to make such filing or response in the absence of such approval if the basis of the Company's failure to consent is the Company's unwillingness to permit the inclusion in such filing or response of information that, based on the advice of outside counsel to Buyer, is required by the SEC and United States securities Laws to be included therein. The Buyer shall promptly transmit any such amendment or supplement to the Buyer's stockholders, if at any time prior to the Buyer Stockholders' Meeting there shall be discovered any information that should be set forth in an amendment or supplement to the Proxy Statement. The Buyer and the Company each will advise the other, promptly after they receive notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment thereto has been filed, of the issuance of any stop order, of the suspension of the qualification of the Buyer Common Stock to be issued or issuable to the stockholders of the Company in connection with this Agreement for offering or sale in any jurisdiction, or of any request by the SEC for amendment of the Proxy Statement or the Registration Statement or comments thereon and responses thereto or requests by the SEC for additional information. Each of the Buyer and the Company shall cooperate and mutually agree upon (such agreement not to be unreasonably withheld or delayed), any response to comments of the SEC with respect to the Proxy Statement or the Registration Statement and any amendment to the Proxy Statement or the Registration Statement filed in response thereto; provided, however, that subject to prior compliance with this clause (c), the Buyer will be permitted to make such filing or response in the absence of such approval if the basis of the Company's failure to consent is the Company's unwillingness to permit the inclusion in such filing or response of information that, based on the advice of outside counsel to Buyer, is required by the SEC and United States securities Laws to be included therein.

(d) The Buyer represents that the information supplied by the Buyer for inclusion in the Registration Statement and the Proxy Statement shall not contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading at (i) the time the Registration Statement is declared effective, (ii) the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the stockholders of the Buyer, (iii) the time of the Buyer Stockholders' Meeting, and (iv) the Effective Time. If, at any time prior to the Effective Time, any event or circumstance relating to the Buyer or Newco, or their respective officers or directors, should be discovered by the Buyer which the Buyer reasonably believes should be set forth in an amendment or a supplement to the Registration Statement or the Proxy Statement, the Buyer shall promptly inform the Company. All documents that the Buyer is responsible for filing with the SEC in connection with the Merger or the other transactions contemplated by this Agreement will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

(e) Each of the Company and the Buyer shall ensure that the information supplied by it for inclusion in the Registration Statement and the Proxy Statement shall not contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, at (i) the time the Registration Statement is declared effective, (ii) the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the stockholders of the Buyer, (iii) the time of the Buyer Stockholders' Meeting, and (iv) the Effective Time. If, at any time prior to the Effective Time, any event or circumstance relating to the Buyer, the Company or any Company Subsidiary, or their respective officers or directors, should be discovered by the Buyer or the Company, as applicable, which should be set forth in an amendment or a supplement to the Registration Statement or the Proxy Statement, the Buyer or the Company, as applicable, shall promptly inform the other Party. All documents that the Buyer, on the one hand, and the Company, on the other hand, is responsible for filing with the SEC in connection with the Merger or the other transactions contemplated by this Agreement will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

8.2 The Buyer Stockholders' Meeting and Newco Member's Approval.

(a) The Buyer shall call and hold the Buyer Stockholders' Meeting as promptly as practicable after the Proxy Statement becomes effective (but in any event no later than thirty (30) days after the date on which the Proxy Statement is mailed to stockholders of the Buyer) for the purpose of voting solely upon the Buyer Proposals. Notwithstanding the foregoing provisions of this Section 8.2(a), the Buyer shall make one or more successive postponements or adjournments of the Buyer Stockholder's Meeting, in each case, to the extent required (i) to ensure that any supplement or amendment is made to the Proxy Statement that the Buyer, after reasonable consultation with the Company, has determined in good faith is required to satisfy the conditions of Section 8.1 or any other applicable Law or (ii) if on a date for which the Buyer Stockholders' Meeting is scheduled, the Buyer, after reasonable consultation with the Company, reasonably determines in good faith that any of the Buyer Proposals will not be approved at the Buyer Stockholders' Meeting or the Merger or the other Transactions cannot be consummated for any reason; provided, that the Buyer shall reconvene such the Buyer Stockholders' Meeting as promptly as practicable following such time as the matters described in clauses (i) and (ii) have been resolved. The Buyer shall use its reasonable best efforts to obtain the approval of the Buyer Proposals at the Buyer Stockholders' Meeting (the "Buyer Stockholder Approval") and shall take all other action reasonably necessary or advisable to secure the required vote or consent of its stockholders. The Buyer Board shall recommend to its stockholders that they approve the Buyer Proposals and shall include such recommendation in the Proxy Statement, except to the extent it determines in good faith, after consultation with its outside legal counsel, that such action would be inconsistent with the fiduciary duties of the Buyer Board. Neither the Buyer Board nor any committee or agent or Representative thereof shall withdraw, propose to withdraw, or modify in a manner adverse to the Company, the Buyer Board's recommendation that the Buyer's stockholders vote in favor of the adoption of any of the Buyer Proposals.

(b) Promptly following the execution of this Agreement, the Buyer shall approve and adopt this Agreement and approve the Merger and the other transactions contemplated by this Agreement, in its capacity as the sole member of Newco.

8.3 Company Member Approval. Upon the terms set forth in this Agreement, the Company shall (a) seek the irrevocable written consent, in form and substance reasonably acceptable to the Buyer, of holders of the Requisite Approval in favor of the approval and adoption of this Agreement and the Transactions, including the Merger (the "Written Consent") as soon as reasonably practicable after the Registration Statement becomes effective, and in any event within seventy-two (72) hours after the Registration Statement becomes effective and (b) in the event the Company determines it is not able to obtain the Written Consent, the Company shall call and hold a meeting of holders of Company Equity Interests for the purpose of voting solely upon the adoption of this Agreement and the Merger and all other transaction contemplated by this Agreement (the "Company Stockholders Meeting") as soon as reasonably practicable after the Registration Statement becomes effective, and in any event within ten (10) days after the Registration Statement becomes effective. The Company shall use its best efforts to obtain the Company Member Approval at the Company Stockholders Meeting, including by soliciting from its stockholders proxies as promptly as possible in favor of this Agreement and the Merger, and shall take all other action necessary or advisable to secure the Company Member Approval. The Company Board shall recommend to its stockholders that they approve this Agreement and the Merger.

8.4 Access to Information; Confidentiality.

(a) From the date of this Agreement until the Effective Time, the Company and the Buyer shall (and shall cause their respective Subsidiaries to): (i) provide to the other Party (and the other Party's Representatives) reasonable access at reasonable times upon prior notice to the officers, employees, agents, properties, offices and other facilities of such Party and its Subsidiaries and to the books and records thereof; and (ii) furnish promptly to the other Party such information concerning the business, management, operations, financial condition, properties, contracts, assets, liabilities, personnel and other aspects of such Party and its Subsidiaries as the other Party or its Representatives may reasonably request, including in connection with (A) the preparation of the Proxy Statement and Registration Statement and any comments from the SEC thereon and (B) the preparation of any Tax disclosure in any statement, filing, notice or application relating to the Intended Tax Treatment or any Tax opinion requested or required to be filed pursuant to Section 8.13(c). Notwithstanding the foregoing, neither the Company nor the Buyer shall be required to provide access to or disclose information where the access or disclosure would jeopardize the protection of attorney-client privilege or contravene applicable Law (it being agreed that the Parties shall use their reasonable best efforts to cause such information to be provided in a manner that would not result in such jeopardy or contravention).

(b) All information obtained by the Parties pursuant to this Section 8.4 shall be kept confidential in accordance with the non-disclosure agreement, dated as of May 12, 2021 (the "Non-Disclosure Agreement"), between the Buyer and the Company.

(c) Notwithstanding anything in this Agreement to the contrary, each Party (and its respective Representatives) may consult any Tax advisor as is reasonably necessary regarding the Intended Tax Treatment and Tax structure of the Transactions and may disclose to such advisor as reasonably necessary, the Intended Tax Treatment and Tax structure of the Transactions and all materials (including any Tax analysis) that are provided relating to such treatment or structure, in each case in accordance with the Non-Disclosure Agreement.

8.5 Exclusivity. From the date of this Agreement and ending on the earlier of (a) the Closing and (b) the termination of this Agreement, but only, in the case of the Buyer, except to the extent it determines in good faith, after consultation with its outside legal counsel, that the failure to take such action would be inconsistent with the fiduciary duties of the Buyer Board, the Parties shall not, and shall cause their respective Subsidiaries and its and their respective Representatives not to, directly or indirectly, (i) enter into, knowingly solicit, initiate or continue any discussions or negotiations with, or knowingly encourage or respond to any inquiries or proposals by, or participate in any negotiations with, or provide any information to, or otherwise cooperate in any way with, any person or other entity or "group" (within the meaning of Section 13(d) of the Exchange Act), concerning any sale of any material assets of such Party or any of the outstanding equity securities or any conversion, consolidation, liquidation, dissolution or similar transaction involving such Party or any of such Party's Subsidiaries other than with the other Parties to this Agreement and their respective Representatives (an "Alternative Transaction"), (ii) enter into any agreement regarding, continue or otherwise knowingly participate in any discussions regarding, or furnish to any person any information with respect to, or cooperate in any way that would otherwise reasonably be expected to lead to, any Alternative Transaction or (iii) commence, continue or renew any due diligence investigation regarding any Alternative Transaction; provided that the execution, delivery and performance of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby shall not be deemed a violation of this Section 8.5. Each Party shall, and shall cause its Subsidiaries and its and their respective Affiliates and Representatives to, immediately cease any and all existing discussions or negotiations with any person conducted heretofore with respect to any Alternative Transaction. Each Party also agrees that it will promptly request each Person (other than the Parties and their respective Representatives) that has prior to the date hereof executed a confidentiality agreement in connection with its consideration of an Alternative Transaction to return or destroy all Confidential Information furnished to such Person by or on behalf of it prior to the date hereof (to the extent so permitted under, and in accordance with the terms of, such confidentiality agreement). If a Party or any of its Subsidiaries or any of its or their respective Representatives receives any inquiry or proposal with respect to an Alternative Transaction at any time prior to the Closing, then such Party shall promptly (and in no event later than twenty-four (24) hours after such Party becomes aware of such inquiry or proposal) notify such Person in writing that such Party is subject to an exclusivity agreement with respect to the Transaction that prohibits such Party from considering such inquiry or proposal, but only, in the case of the Buyer, except to the extent it determines in good faith, after consultation with its outside legal counsel, that the failure to take such action would be inconsistent with the fiduciary duties of the Buyer Board. Without limiting the foregoing, the Parties agree that any violation of the restrictions set forth in this Section 8.5 by a Party or any of its Subsidiaries or its or their respective Affiliates or Representatives shall be deemed to be a breach of this Section 8.5 by such Party.

8.6 Post-Closing Equity Plans. As promptly as practicable after Effective Time, the Buyer shall adopt and implement the New Incentive Plan and the New ESPP.

8.7 Directors' and Officers' Indemnification.

(a) Buyer's Certificate of Incorporation and bylaws and OpCo's Certificate of Formation and OpCo LLCA shall each contain provisions no less favorable with respect to indemnification, advancement or expense reimbursement than are set forth in the Company Certificate of Formation as of the date of this Agreement, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from the Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were directors, officers, employees, fiduciaries or agents of the Company, unless such modification shall be required by applicable Law. From and after the Effective Time, the Buyer agrees that it shall indemnify and hold harmless each present and former director and officer of the Company against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent that the Company would have been permitted under applicable Law, the Company Certificate of Formation in effect on the date of this Agreement to indemnify such Person (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law). The Buyer further agrees that with respect to the provisions of the bylaws (or similar organizational documents) of the Company Subsidiaries relating to indemnification, advancement or expense reimbursement, such provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from the Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were directors, officers, employees, fiduciaries or agents of such Company Subsidiary, unless such modification shall be required by applicable Law.

(b) From the date hereof, and for a period of six (6) years from the Effective Time, (i) the Buyer shall maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by the Buyer's directors' and officers' liability insurance policy and (ii) the Company will maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by Company's directors' and officers' liability insurance policy, for both clause (i) and (ii), on terms not less favorable than the terms of such current insurance coverage, and in the case of clause (ii) understanding that in no event shall Newco be required to pay an annual premium for such insurance in excess of three hundred percent (300%) of the aggregate annual premium payable by the Company for such insurance policy for the year ended December 31, 2020 (the "Maximum Annual Premium"); provided, however, that (A) the Company or the Buyer, as applicable, may, prior to the Closing Date cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a six (6)-year "tail" policy containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Effective Time so long as the aggregate cost for such "tail" policy does not exceed the Maximum Annual Premium and (B) if any claim is asserted or made within such six (6)-year period, any insurance required to be maintained under this Section 8.7(b) shall be continued in respect of such claim until the final disposition thereof. Upon consummation of the Merger, the directors' and officers' insurance policies obtained by the Company and the Buyer shall be paid from the Contributed Cash.

(c) On the Closing Date, to the extent not already entered into, the Buyer shall enter into customary indemnification agreements reasonably satisfactory to each of the Company and the Buyer with the post-Closing directors and officers of the Buyer, which indemnification agreements shall continue to be effective following the Closing.

8.8 Notification of Certain Matters. The Company shall give prompt notice to the Buyer, and the Buyer shall give prompt notice to the Company, of (a) any breach of any covenant of such Party set forth herein or in any Additional Agreement which such Party comes aware of and (b) any event which a Party becomes aware of between the date of this Agreement and the Closing (or the earlier termination of this Agreement in accordance with Article X), the occurrence, or non-occurrence of which causes or would reasonably be expected to cause a failure of any of the conditions set forth in Article IX.

8.9 Further Action; Reasonable Best Efforts.

(a) Upon the terms and subject to the conditions of this Agreement, each of the Parties shall use its reasonable best efforts to take, or cause to be taken, appropriate action, and to do, or cause to be done, such things as are necessary, proper or advisable under applicable Laws or otherwise, and each shall cooperate with the other, to consummate and make effective the Transactions, including using its reasonable best efforts to obtain all permits, consents, approvals, authorizations, qualifications and orders of, and the expiration or termination of waiting periods by, Governmental Authorities and parties to contracts with the Company and the Company Subsidiaries as set forth in Section 5.5 necessary for the consummation of the Transactions and to fulfill the conditions to the Merger. In case, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of each Party shall use their reasonable best efforts to take all such action.

(b) Each of the Parties shall keep each other apprised of the status of matters relating to the Transactions, including promptly notifying the other Parties of any communication it or any of its Affiliates receives from any Governmental Authority relating to the matters that are the subject of this Agreement and permitting the other Parties to review in advance, and to the extent practicable consult about, any proposed communication by such Party to any Governmental Authority in connection with the Transactions. No Party to this Agreement shall agree to participate in any meeting, video or telephone conference, or other communications with any Governmental Authority in respect of any filings, investigation or other inquiry unless it consults with the other Parties in advance and, to the extent permitted by such Governmental Authority, gives the other Parties the opportunity to attend and participate at such meeting, conference or other communications. Subject to the terms of the Non-Disclosure Agreement, the Parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Parties may reasonably request in connection with the foregoing. Subject to the terms of the Non-Disclosure Agreement, the Parties will provide each other with copies of all material correspondence, filings or communications, including any documents, information and data contained therewith, between them or any of their Representatives, on the one hand, and any Governmental Authority, on the other hand, with respect to this Agreement and the Transactions contemplated hereby. No Party shall take or cause to be taken any action before any Governmental Authority that is inconsistent with or intended to delay its action on requests for a consent or the consummation of the Transactions.

8.10 Public Announcements. The initial press release relating to this Agreement shall be a joint press release, the text of which has been agreed to by each of the Buyer and the Company. Thereafter, between the date of this Agreement and the Closing Date (or the earlier termination of this Agreement in accordance with Article X) unless otherwise prohibited by applicable Law or the requirements of NYSE, each of the Buyer and the Company shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement, the Merger or any of the other Transactions, and shall not issue any such press release or make any such public statement without the prior written consent of the other Party (such prior written consent not to be unreasonably withheld, conditioned or delayed); provided, no such consent shall be required to the extent any proposed public statement is substantially equivalent to the information previously made public without breach of the obligation under this Section 8.10 or would prevent the Buyer from complying with federal securities Laws or the requirements of the NYSE. Furthermore, nothing contained in this Section 8.10 shall prevent the Buyer or the Company or its respective Affiliates from furnishing customary or other reasonable information concerning the Transactions to their investors and prospective investors that is substantively consistent with public statements previously consented to by the other Party in accordance with this Section 8.10.

8.11 Tax Matters.

(a) The Company shall prepare and timely file, or cause to be prepared and timely filed, at the cost and expense of the Company, (i) all Tax Returns for the Company and any Company Subsidiaries that are required to be filed prior to the Closing Date (taking into account applicable extensions of time to file) and (ii) all income Tax Returns for the Company and any Company Subsidiaries that are required to be filed after the Closing Date (taking into account applicable extensions of time to file) with respect to a taxable years or periods ending on or before, or that include, the Closing Date for which the items of income, deductions, credits, gains or losses of such Company or Company Subsidiary are "passed through" to the direct or indirect equityholders of the Company, including, for the avoidance of doubt, any Internal Revenue Service Form 1065 (each such income Tax Return a "Flow-Through Return" and such Tax Returns described in clauses (i) and (ii) collectively, the "Pre-Closing Returns"). Each Pre-Closing Return shall be prepared in a manner consistent with the past practices of the applicable Company or Company Subsidiary (unless otherwise required by law). The Company shall remit any Taxes due with respect to any Pre-Closing Return. Each Flow-Through Return shall be provided to HHC and Markel at least twenty (20) days prior to the due date for such Tax Return (taking into account applicable extensions of time to file) for review and approval by the HHC (such approval not to be unreasonably withheld, conditioned or delayed) and for review and comment by Markel (with such comments being considered by the Company in good faith). Notwithstanding anything to the contrary in the foregoing or the OpCo LLCA, each Flow-Through Return for a taxable year or period that includes but does not end on the Closing Date (A) for which the "interim closing method" under Section 706 of the Code (or any similar provision of state, local or non-U.S. Law) is available shall be prepared in accordance with such method, (B) for which an election under Section 754 of the Code (or any similar provision of state, local or non-U.S. Law) may be made shall make such election and (C) shall be prepared in a manner such that any and all deductions, losses, or credits of any of the Company or any Company Subsidiary resulting from, attributable to or accelerated by the payment of the Company Transaction Expenses are reported by the Company or any Company Subsidiary and allocated to a taxable period (or portion thereof) that ends on or before the Closing Date to the maximum extent permitted by laws. Notwithstanding anything to the contrary in this Agreement or the OpCo LLCA, HHC may, in its reasonable discretion, and at the Company's expense, cause the Company to re-file or amend any Flow-Through Return (or pursue any administrative adjustment request with respect to Flow-Through Returns) of the Company or any Company Subsidiary with respect to any taxable period that ends on or before, or that includes, the Closing Date.

(b) Within one hundred eighty (180) days following the Closing Date, HHC will prepare and deliver to the Buyer an allocation statement allocating the Secondary Cash Consideration and any other amounts treated as consideration for U.S. federal income Tax purposes among the assets of the Company and the Company Subsidiaries that are classified as partnerships or entities that are disregarded as separate from the Company for U.S. federal income Tax purposes, in each case, in accordance with the principles of Section 1060 of the Code (and any other applicable section of the Code), the Treasury Regulations thereunder (and any similar provision of state or local Law) and the methodologies set forth on Schedule 8.11(b) (the "Allocation"). The Allocation shall contain sufficient detail to permit the Parties to make the computations and adjustments required under Sections 743(b), 751 and 755 of the Code and the Treasury Regulations thereunder. Within twenty (20) days after the receipt of the Allocation, the Buyer will propose any changes or will indicate its concurrence therewith. If the Buyer does not agree with the Allocation, then the Buyer and HHC shall attempt in good faith to reach agreement on the Allocation in a manner consistent with applicable income Tax Law and the methodologies set forth on Schedule 8.11(b). If the Buyer and the HHC cannot reach agreement on the Allocation within fifteen (15) days after receipt of the Buyer's proposed changes, then the Buyer and HHC shall submit the dispute to a nationally recognized accounting firm mutually acceptable to the Buyer and HHC (the "Tax Accounting Firm") for resolution, acting as an accounting expert (and not as an arbitrator). All fees and expenses relating to the work, if any, to be performed by the Tax Accounting Firm will be borne by OpCo. The Allocation, as agreed to by the Buyer and HHC or as finally determined by the Tax Accounting Firm, as the case may be, shall be binding on all Parties (the "Final Allocation").

(c) With respect to any matter that would reasonably be expected to result in any Tax liability with respect to a taxable period ending on or before, or that includes, the Closing Date, for which HHC or Markel could be responsible, without the prior written consent of the HHC, the Buyer shall not, and shall not permit any of its Affiliates to (i) file, re-file, or otherwise modify or amend any Tax Return of the Company or any Company Subsidiary with respect to any taxable period that ends on or before, or that includes, the Closing Date, (ii) make any Tax election with respect to the Company or any Company Subsidiary that would have retroactive effect with respect to a taxable period that ends on or before, or that includes, the Closing Date, or (iii) settle or compromise any administrative or judicial proceeding relating to Taxes for any taxable period ending on or prior to, or that includes, the Closing Date.

(d) The Parties shall, and shall cause each of their respective applicable Affiliates to: (i) prepare and file all Tax Returns consistent with the Final Allocation and Intended Tax Treatment (collectively, the "Tax Positions"); (ii) take no position in any communication (whether written or unwritten) with any Governmental Authority or any other action (or omission) inconsistent with the Tax Positions; (iii) promptly inform each other of any challenge by any Governmental Authority to any portion of the Tax Positions; and (iv) consult with and keep one another informed with respect to the status of, and any discussion, proposal or submission with respect to, any such challenge to any portion of the Tax Positions.

(e) Each Party shall promptly notify the other Party in writing if, before the Closing Date, such Party knows or has reason to believe that the transactions contemplated by this Agreement may not qualify for the Intended Tax Treatment (and whether the terms of this Agreement could be reasonably amended in order to facilitate the transactions contemplated by this Agreement qualifying for the Intended Tax Treatment). In the event either the Buyer or the Company seeks a Tax opinion from its respective Tax advisor regarding the Intended Tax Treatment, or the SEC requests or requires Tax opinions, each Party shall use reasonable efforts to execute and deliver customary tax representation letters to the applicable Tax advisor in form and substance reasonably satisfactory to such advisor.

8.12 Stock Exchange Listing. The Buyer will use its reasonable best efforts to continue the listing for trading of the Buyer Class A Common Stock and Buyer Warrants on NYSE. The Buyer shall prepare and submit to NYSE a listing application in connection with the Merger and covering the shares of Buyer Common Stock issued pursuant to the Subscription Agreements and shall use reasonable best efforts to obtain approval for the listing of such shares.

8.13 Antitrust.

(a) To the extent required under any Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade, including the HSR Act ("Antitrust Laws"), each Party agrees to promptly make any required filing or application under Antitrust Laws, as applicable, and no later than ten (10) Business Days after the date of this Agreement, the Company and the Buyer each shall file (or cause to be filed) with the Antitrust Division of the U.S. Department of Justice and the U.S. Federal Trade Commission a Notification and Report Form as required by the HSR Act. The Parties hereto agree to supply as promptly as reasonably practicable any additional information and documentary material that may reasonably be requested pursuant to Antitrust Laws and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods or obtain required approvals, as applicable under Antitrust Laws as soon as practicable, including by requesting early termination of the waiting period provided for under the HSR Act.

(b) The Buyer and the Company each shall, in connection with its efforts to obtain all Requisite Approvals and expiration or termination of waiting periods for the Transactions under any Antitrust Law, use its reasonable best efforts to: (i) cooperate in all respects with each other Party or its Affiliates in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private Person; (ii) keep the other reasonably informed of any communication received by such Party from, or given by such Party to, any Governmental Authority and of any communication received or given in connection with any proceeding by a private person, in each case regarding any of the Transactions, and promptly furnish the other with copies of all such written communications; (iii) permit the other to review in advance any written communication to be given by it to, and consult with each other in advance of any meeting or conference with, any Governmental Authority or, in connection with any proceeding by a private person, with any other person, and to the extent permitted by such Governmental Authority or other person, give the other Party the opportunity to attend and participate in such meetings and conferences; (iv) in the event a Party is prohibited from participating in or attending any meetings or conferences, the other shall keep such Party promptly and reasonably apprised with respect thereto; and (v) use reasonable best efforts to cooperate in the filing of any memoranda, white papers, filings, correspondence or other written communications explaining or defending the Transactions, articulating any regulatory or competitive argument, or responding to requests or objections made by any Governmental Authority; provided that materials required to be provided pursuant to this Section 8.13(b) may be limited to outside counsel and may be redacted (A) to remove references to the valuation of the Company, and (B) as necessary to comply with contractual arrangements.

(c) Other than as agreed in this Agreement, the Additional Agreements, the Subscription Agreements or the OpCo LLCA, no Party hereto shall take any action that could reasonably be expected to adversely affect or materially delay the approval of any Governmental Authority, or the expiration or termination of any waiting period of any required filings or applications under Antitrust Laws, including by agreeing to merge with or acquire any other person or acquire a substantial portion of the assets of or equity in any other person. The Parties further covenant and agree, with respect to a threatened or pending preliminary or permanent injunction or other order, decree or ruling or statute, rule, regulation or executive order that would adversely affect the ability of the Parties to consummate the Transactions, to use reasonable best efforts to prevent or lift the entry, enactment or promulgation thereof, as the case may be.

8.14 PCAOB Audited Financials. The Company shall use reasonable best efforts to deliver true and complete copies of the audited consolidated balance sheet of the Company and the consolidated Company Subsidiaries as of December 31, 2019 and December 31, 2020, and the related audited consolidated statements of income, changes in stockholder equity, and cash flows of the Company and the consolidated Company Subsidiaries for the years then ended, in each case, prepared in accordance with GAAP and Regulation S-X and audited in accordance with the auditing standards of the PCAOB (collectively, the "PCAOB Audited Financials") not later than ten (10) Business Days from the date hereof.

8.15 Trust Account. As of the Effective Time, the obligations of the Buyer to dissolve or liquidate within a specified time period as contained in the Buyer Organizational Documents will be terminated and the Buyer shall not have any obligation whatsoever to dissolve and liquidate the assets of the Buyer by reason of the consummation of the Merger or otherwise, and no stockholder of the Buyer shall be entitled to receive any amount from the Trust Account. At least forty-eight (48) hours prior to the Effective Time, the Buyer shall provide notice to the Trustee in accordance with the Trust Agreement and shall deliver any other documents, opinions or notices required to be delivered to the Trustee pursuant to the Trust Agreement and cause the Trustee prior to the Effective Time to, and the Trustee shall thereupon be obligated to, transfer all funds held in the Trust Account to the Buyer (to be held as available cash on the balance sheet of the Buyer, and to be used for working capital and other general corporate purposes of the business following the Closing) and thereafter shall cause the Trust Account and the Trust Agreement to terminate.

8.16 Financing.

(a) The Buyer shall use its reasonable best efforts to obtain the PIPE Financing on a timely basis on the terms and conditions described in the Subscription Agreements, including using its reasonable best efforts to (i) comply with its obligations under the Subscription Agreements, (ii) maintain in effect the Subscription Agreements in accordance with the terms and conditions thereof, (iii) satisfy on a timely basis all conditions and covenants applicable to the Buyer set forth in the applicable Subscription Agreements, and (iv) consummate the PIPE Financing when required pursuant to this Agreement. The Buyer shall give the Company prompt written notice upon having knowledge of any breach or default by any party to any of the Subscription Agreements or any termination (or purported termination) of any of the Subscription Agreements. Other than as set forth in this Section 8.16, the Buyer shall not, without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed), amend, modify, supplement or waive any of the conditions or contingencies to funding set forth in the Subscription Agreements or any other provision of, or remedies under, the Subscription Agreements (except as otherwise permitted hereunder), in each case to the extent such amendment, modification, supplement or waiver would reasonably be expected to have the effect of materially adversely affecting in any respect the ability of the Buyer to timely consummate the transactions contemplated by this Agreement, including by reducing the aggregate amount of the PIPE Financing contemplated in the Subscription Agreements such that the Minimum Available Cash Condition would not be satisfied.

(b) If all or any portion of the PIPE Financing becomes unavailable, (i) the Buyer shall use its reasonable best efforts to promptly obtain the PIPE Financing or such portion of the PIPE Financing from alternative sources in an amount, when added to any portion of the PIPE Financing that is available, equal to the amount of the PIPE Financing (any alternative source(s) of financing, "Alternative PIPE Financing") and (ii) in the event that the Buyer is able to obtain any Alternative PIPE Financing, the Buyer shall use its reasonable best efforts to enter into a new Subscription Agreement (each, an "Alternative Subscription Agreement") that provides for the subscription and purchase of Buyer Class A Shares containing terms and conditions not materially less favorable from the standpoint of the Buyer and the Affiliates of the Buyer party thereto than those in the Subscription Agreements entered into as of the date hereof (as determined in the reasonable good faith judgment of the Buyer). In such event, the term "PIPE Financing" as used in this Agreement shall be deemed to include any Alternative PIPE Financing, the term "Subscription Agreements" as used in this Agreement shall be deemed to include any Alternative Subscription Agreement and the term "PIPE Investor" as used in this Agreement shall be deemed to include any person that is subscribing for Buyer Class A Shares under any Alternative Subscription Agreement. For the avoidance of doubt, if all or any portion of the PIPE Financing or Alternative PIPE Financing becomes unavailable, the Buyer may utilize deposits, proceeds or any other amounts from the Trust Account and, to the extent reasonably acceptable to the Company (such acceptance not to be unreasonably withheld, conditioned or delayed), any additional third party financing to satisfy its financing obligations hereunder (including to satisfy the Minimum Available Cash Condition).

8.17 Voting and Non-Redemption. Prior to the Closing Date, the Buyer shall use commercially reasonable efforts to cause at least twenty percent (20%) of the stockholders of the Buyer Common Stock to enter into voting and non-redemption agreements between such stockholders, the Company and the Buyer, pursuant to which such each such stockholder shall agree (a) not to elect to redeem or otherwise tender or submit for redemption any of such stockholder's Buyer Common Stock pursuant to or in connection with the Redemption Rights granted hereunder and such stockholder shall waive the Redemption Rights granted hereunder and (b) that at any meeting of the Buyer's stockholders, or in connection with any other written consent of the Buyer's stockholders, the applicable stockholder shall cause all of his or her Buyer Common Stock to be counted as present for purposes of calculating a quorum and shall vote or cause to be voted all of such stockholder's Buyer Common Stock.

## ARTICLE IX
## CONDITIONS TO THE MERGER

9.1 Conditions to the Obligations of Each Party. The obligations of the Company, the Buyer and Newco to consummate the Transactions, including the Merger, are subject to the satisfaction or waiver (where permissible) at or prior to the Closing of the following conditions:

(a) *Company Member Approval*. The Company Member Approval shall have been obtained and remain in full force and effect.

(b) *The Buyer Stockholder Approval*. The Buyer Stockholder Approval shall have been obtained and remain in full force and effect.

(c) *Newco Member Approval*. The Newco Member Approval shall have been obtained and remain in full force and effect.

(d) *No Order*. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law, rule, regulation, judgment, decree, executive order or award which is then in effect and has the effect of making the Transactions, including the Merger, illegal or otherwise prohibiting consummation of the Transactions, including the Merger; provided, that the Governmental Authority issuing such order has jurisdiction over the Parties with respect to the Transactions.

(e) *Antitrust Approvals and Waiting Periods*. All required filings under the HSR Act shall have been completed and any applicable waiting period (and any extension thereof) applicable to the consummation of the Transactions under the HSR Act shall have expired or been terminated.

(f) *Governmental Consents*. All consents, approvals and authorizations set forth on Section 9.1(f) of the Company Disclosure Schedule, shall have been obtained from and made with all applicable Governmental Authorities.

(g) *Registration Statement*. The Registration Statement shall have been declared effective under the Securities Act. No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for purposes of suspending the effectiveness of the Registration Statement shall have been initiated or be threatened by the SEC and not withdrawn.

(h) *Additional Agreements*. All parties to each of the Additional Agreements shall have delivered, or caused to be delivered, to the Parties copies of the Additional Agreements duly executed by all such parties.

9.2 Conditions to the Obligations of the Buyer and Newco. The obligations of the Buyer and Newco to consummate the Transactions, including the Merger, are subject to the satisfaction or waiver (where permissible) at or prior to the Closing (unless otherwise specified in this Section 9.2) of the following additional conditions:

(a) *Representations and Warranties*. The representations and warranties of the Company contained in (i) Section 5.1 (Organization and Qualification; Subsidiaries), Section 5.4 (Authority Relative to this Agreement) and Section 5.25 (Brokers) shall each be true and correct in all material respects as of the Closing Date as though made on the Closing Date (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation set forth therein), except to the extent that any changes that reflect actions permitted in accordance with Section 7.2 of this Agreement and except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date, (ii) Section 5.3(a) through (e) (Capitalization) shall be true and correct in all respects except for *de minimis* inaccuracies as of the date hereof and as of the Effective Time as though made on and as of such date (except to the extent that any changes that reflect actions permitted in accordance with Section 7.2 of this Agreement and except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be true and correct as of such specified date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, be reasonably expected to result in more than *de minimis* additional cost, expense or liability to the Company, the Buyer, Newco or their Affiliates and; and (iii) all other representations and warranties of the Company set forth in Article V shall be true and correct (without giving any effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation set forth therein) in all respects as of the Closing Date, as though made on and as of the Closing Date, except (A) to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date and (B) where the failure of such representations and warranties to be true and correct (whether as of the Closing Date or such earlier date), taken as a whole, does not result in a Company Material Adverse Effect.

(b) *Agreements and Covenants*. The Company shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time.

(c) *Officer's Certificate*. The Company shall have delivered to the Buyer a certificate (the "Company Officer's Certificate"), dated as of the Closing Date, signed by an officer of the Company, certifying as to the satisfaction of the conditions specified in Section 9.2(a), Section 9.2(b) and Section 9.2(d).

(d) *Material Adverse Effect*. No Company Material Adverse Effect shall have occurred between the date of this Agreement and the Closing Date and be continuing as of the Closing Date.

(e) *PCAOB Audited Financials*. The Company shall have delivered to the Buyer the PCAOB Audited Financials.

(f) *Tax Certificates*. On or prior to the Closing, the Company shall deliver to the Buyer properly executed and completed copies of IRS Form W-9 on behalf of each of HHC and Markel.

9.3 Conditions to the Obligations of the Company. The obligations of the Company to consummate the Transactions, including the Merger, are subject to the satisfaction or waiver (where permissible) at or prior to Closing (unless otherwise specified in this Section 9.3) of the following additional conditions:

(a) *Stock Exchange Listing*. The Buyer's initial listing application with NYSE in connection with the Transaction shall have been conditionally approved and, immediately following the Closing, the Buyer shall satisfy any applicable initial and continuing listing requirements of NYSE and the Buyer shall not have received any notice of non-compliance therewith, and the Buyer Class A Common Stock shall have been approved for listing on NYSE.

(b) *Representations and Warranties*. The representations and warranties of the Buyer and Newco contained in (i) Section 6.1 (Corporation Organization), Section 6.3 (Capitalization), Section 6.4 (Authority Relative to this Agreement) and Section 6.12 (Brokers) shall each be true and correct in all material respects as of the Closing Date as though made on the Closing Date (without giving effect to any limitation as to "materiality" or "Buyer Material Adverse Effect" or any similar limitation set forth therein), except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date and (ii) all other representations and warranties of the Buyer and Newco contained in this Agreement shall be true and correct (without giving any effect to any limitation as to "materiality" or "Buyer Material Adverse Effect" or any similar limitation set forth therein) in all respects as of the Closing Date, as though made on and as of the Closing Date, except (A) to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date and (B) where the failure of such representations and warranties to be true and correct (whether as of the Closing Date or such earlier date), taken as a whole, does not result in a Buyer Material Adverse Effect.

(c) *Agreements and Covenants*. The Buyer and Newco shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time.

(d) *Officer's Certificate*. The Buyer shall have delivered to the Company a certificate, dated as of the Closing Date, signed by an officer of the Buyer, certifying as to the satisfaction of the conditions specified in Section 9.3(a), Section 9.3(c) and Section 9.3(e).

(e) *Material Adverse Effect*. No Buyer Material Adverse Effect shall have occurred between the date of this Agreement and the Closing Date and be continuing as of the Closing Date.

(f) *Minimum Cash*. As of the Effective Time, the Aggregate Cash Proceeds after giving effect to (i) the Transaction Expenses, subject to a maximum of $35,000,000 for Company Transaction Expenses and (ii) the repayment of any Unpaid SPAC Fees, shall not be less than $450,000,000.00 (this Section 9.3(f) being the "Minimum Available Cash Condition").

(g) *Resignation*. All members of the Buyer Board shall have executed written resignations effective as of the Effective Time.

(h) *Post-Closing Board*. The initial Buyer Board of Directors (the "Board") shall consist of nine (9) members, eight (8) of which shall be designated by the Sellers in the Sellers' sole discretion and one (1) member, who qualifies as independent under the rules set forth by NYSE, shall be designated by the Sponsor (such member to be reasonably acceptable to the Sellers). The membership of the Board shall satisfy all requisite exchange or other requirements with respect to independence, diversity and otherwise.

## ARTICLE X
## TERMINATION, AMENDMENT AND WAIVER

10.1 Termination. This Agreement may be terminated and the Merger and the other Transactions may be abandoned at any time prior to the Effective Time, notwithstanding any Requisite Approval and adoption of this Agreement and the Transactions by the equity holders of the Company or the Buyer, as follows:

(a) by mutual written consent of the Buyer and the Company;

(b) by either the Buyer or the Company if the Effective Time shall not have occurred prior to February 17, 2022 (the "Outside Date"); provided, however, that this Agreement may not be terminated under this Section 10.1(b) by or on behalf of any Party that either directly or indirectly through its Affiliates is in breach or violation of any representation, warranty, covenant, agreement or obligation contained herein and such breach or violation is the principal cause of the failure of a condition set forth in Article IX on or prior to the Outside Date;

(c) by either the Buyer or the Company if any Governmental Authority in the United States shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling (whether temporary, preliminary or permanent) which has become final and nonappealable and has the effect of making consummation of the Transactions, including the Merger, illegal or otherwise preventing or prohibiting consummation of the Transactions, the Merger;

(d) by the Buyer if the Company shall have failed to obtain the Company Member Approval within ten (10) days after the Registration Statement becomes effective;

(e) by the Company if the Buyer shall have failed to obtain the Buyer Stockholder Approval within forty-five (45) days after the Registration Statement becomes effective (taking into account Buyer's right to postpone or adjourn the Buyer Stockholders' Meeting on one or more occasions pursuant to Section 8.2).;

(f) by the Buyer upon a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, or if any representation or warranty of the Company shall have become untrue, in either case such that the conditions set forth in Sections 9.2(a) and 9.2(b) would not be satisfied ("Terminating Company Breach"); provided that the Buyer has not waived such Terminating Company Breach and the Buyer and Newco are not then in material breach of their representations, warranties, covenants or agreements in this Agreement; provided, further, that if such Terminating Company Breach is curable by the Company, the Buyer may not terminate this Agreement under this Section 10.1(f) for so long as the Company continues to exercise its reasonable efforts to cure such breach, unless such breach is not cured within thirty (30) days after notice of such breach is provided by the Buyer to the Company; or

(g) by the Company upon a breach of any representation, warranty, covenant or agreement on the part of the Buyer and Newco set forth in this Agreement, or if any representation or warranty of the Buyer and Newco shall have become untrue, in either case such that the conditions set forth in Section 9.3(a) and Section 9.3(c) would not be satisfied ("Terminating Buyer Breach"); provided that the Company has not waived such Terminating Buyer Breach and the Company are not then in material breach of their representations, warranties, covenants or agreements in this Agreement; provided, further, that, if such Terminating Buyer Breach is curable by the Buyer and Newco, the Company may not terminate this Agreement under this Section 10.1(g) for so long as the Buyer and Newco continue to exercise their reasonable efforts to cure such breach, unless such breach is not cured within thirty (30) days after notice of such breach is provided by the Company to the Buyer.

10.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 10.1, this Agreement shall forthwith become void and have no effect, and there shall be no liability under this Agreement on the part of any Party or its respective Affiliates or Representatives, except as set forth in Section 10.2, Article XI, and any corresponding definitions set forth in Article I, or in the case of termination subsequent to fraud or a willful material breach of this Agreement by a Party.

10.3 Amendment. This Agreement may be amended by the Parties at any time prior to the Effective Time in whole or in part, only by a duly authorized instrument in writing signed by each of the Parties.

10.4 Waiver. At any time prior to the Effective Time, (a) the Buyer may (i) extend the time for the performance of any obligation or other act of the Company, (ii) waive any inaccuracy in the representations and warranties of the Company contained herein or in any document delivered by the Company pursuant hereto and (iii) waive compliance with any agreement of the Company or any condition to its own obligations contained herein and (b) the Company may (i) extend the time for the performance of any obligation or other act of the Buyer or Newco, (ii) waive any inaccuracy in the representations and warranties of the Buyer or Newco contained herein or in any document delivered by the Buyer or Merger pursuant hereto and (iii) waive compliance with any agreement of the Buyer or Newco or any condition to its own obligations contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the Party or Parties to be bound thereby.

## ARTICLE XI
## GENERAL PROVISIONS

11.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 11.1):

if to the Buyer or Newco:

Aldel Financial Inc.
105 S Maple Street
Itasca, IL 60143
Attention: Hassan Baqar
Email: hbaqar@sequoiafin.com

with a copy to:

Loeb & Loeb
345 Park Avenue, 19th Floor
New York, NY 10154
Attention: Mitchell S. Nussbaum, Esq.
E-mail: mnussbaum@loeb.com

if to the Company:

The Hagerty Group, LLC
P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Barbara Matthews
E-mail: bmatthews@hagerty.com

with copies to:

Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Attention: Sean Keyvan; William Howell; Jonathan Blackburn
E-mail: skeyvan@sidley.com; bhowell@sidley.com; jblackburn@sidley.com

11.2 Nonsurvival of Representations, Warranties and Covenants. None of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Closing and all such representations, warranties, covenants, obligations or other agreements shall terminate and expire upon the occurrence of the Closing (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing and (b) this Article XI and any corresponding definitions set forth in Article I.

11.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, 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 a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

11.4 Entire Agreement; Assignment. This Agreement and the Additional Agreements constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede, except as set forth in Section 8.4(b), all prior agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof, except for the Non-Disclosure Agreement. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise) by any Party without the prior express written consent of the other Parties.

11.5 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than Section 8.9 (which is intended to be for the benefit of the Persons covered thereby and may be enforced by such Persons).

11.6 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State. All legal actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any Delaware Chancery Court; provided, that if jurisdiction is not then available in the Delaware Chancery Court, then any such legal Action may be brought in any federal court located in the State of Delaware or any other Delaware state court. The Parties hereby (a) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any Action arising out of or relating to this Agreement brought by any Party, and (b) agree not to commence any Action relating thereto except in the courts described above in Delaware, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the Parties further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, (i) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

11.7 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS. Each of the Parties (a) certifies that no Representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other hereto have been induced to enter into this Agreement and the Transactions, as applicable, by, among other things, the mutual waivers and certifications in this Section 11.7.

11.8 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

11.9 Counterparts; Electronic Delivery. This Agreement and each other Transaction Document may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement, any Transaction Document or in any other certificate, agreement or document related to the Transactions shall include images of manually executed signatures transmitted by facsimile or other electronic format (including "pdf", "tif" or "jpg") and other electronic signatures (including DocuSign and AdobeSign). The use of electronic signatures and electronic records (including any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

11.10 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Merger) in the Court of Chancery of the State of Delaware or, if that court does not have jurisdiction, any court of the United States located in the State of Delaware without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Agreement. Each of the Parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security or a bond as a prerequisite to obtaining equitable relief.

11.11 No Recourse. Except in the case of fraud, all actions, claims, obligations, liabilities or causes of actions (whether in contract or in tort, in law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to: (a) this Agreement, (b) the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), (c) any breach of this Agreement and (d) any failure of the Merger to be consummated, may be made only against (and, without prejudice to the rights of any express third party beneficiary to whom rights under this Agreement inure pursuant to Section 11.2), are those solely of the Persons that are expressly identified as parties to this Agreement and not against any Nonparty Affiliate (as defined below). Except in the case of fraud, no other person, including any director, officer, employee, incorporator, member, partner, manager, stockholder, optionholder, affiliate, agent, attorney or representative of, or any financial advisor or lender to, any Party to this Agreement, or any director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, attorney or representative of, or any financial advisor or lender to (each of the foregoing, a "Nonparty Affiliate") any of the foregoing shall have any liabilities (whether in contract or in tort, in law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related in any manner to the items in the immediately preceding clauses (a) through (d) and each Party, on behalf of itself and its Affiliates, hereby irrevocably releases and forever discharges each of the Nonparty Affiliate from any such liability or obligation.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Buyer, Newco and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ALDEL FINANCIAL INC.

By: /s/ Hassan Baqar
Name: Hassan Baqar
Title: Chief Financial Officer

*[Signature Page to Business Combination Agreement]*

ALDEL MERGER SUB LLC

By ALDEL FINANCIAL INC., its Sole Member

By: /s/ Hassan Baqar
Name:Hassan Baqar
Title: Chief Financial Officer

*[Signature Page to Business Combination Agreement]*

The Hagerty Group, LLC

By: /s/ McKeel Hagerty
Name: McKeel Hagerty
Title: Chief Executive Officer

*[Signature Page to Business Combination Agreement]*

**Exhibit A**

**Certificate of Incorporation**

**Exhibit B**

**Bylaws**

**Exhibit C**

**Sponsor Letter Agreement**

**Exhibit D**

**Form of Registration Rights Agreement**

**Exhibit E**

**Form of Lock-up Agreement**

**Exhibit F**

**Form of Tax Receivable Agreement**

**Exhibit G**

**Form of Amended and Restated Warrant Agreement**

**Exhibit H**

**Form of OpCo LLCA**

**Exhibit 10.1**

**FORM OF SUBSCRIPTION AGREEMENT**

This SUBSCRIPTION AGREEMENT (this "**Subscription Agreement**") is entered into this __ day of [___], 2021, by and between Aldel Financial Inc., a Delaware corporation (the "**Company**"), and the undersigned ("**Subscriber**" or "**you**"). Defined terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Transaction Agreement (as defined below).

WHEREAS, substantially concurrently with the execution and delivery of this Subscription Agreement, the Company is entering into that certain Business Combination Agreement, dated as of the date of this Subscription Agreement (as amended, modified, supplemented or waived from time to time in accordance with its terms, the "**Transaction Agreement**", and the transactions contemplated by the Transaction Agreement, the "**Transaction**"), among the Company, Aldel Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of the Company ("**Merger Sub**"), and The Hagerty Group, LLC, a Delaware limited liability company ("**Hagerty Group**");

WHEREAS, pursuant to the Transaction Agreement, Merger Sub will be merged with and into Hagerty Group, with Hagerty Group surviving in an "Up-C" structure;

WHEREAS, in connection with the Transaction, Subscriber desires to subscribe for and purchase from the Company that number of shares (the "**Shares**") of the Company's Class A common stock, par value $0.0001 per share (the "**Common Stock**") , and that number of warrants of the Company to purchase shares of Common Stock (the "**Warrants**" and, together with the Shares, the "**Purchased Securities**"), in each case as set forth on the signature page to this Subscription Agreement (subject, in the case of the Warrants, to adjustment as described below in Section 1), for the aggregate purchase price set forth on the signature page hereto (the "**Purchase Price**"), and the Company desires to issue and sell to Subscriber the Purchased Securities in consideration of the payment of the Purchase Price by or on behalf of Subscriber to the Company;

WHEREAS, the Warrants shall have the terms set forth in a warrant agreement to be entered into between the Company and a warrant agent on or prior to Closing (as defined below) consistent with the terms set forth on Schedule B to this Subscription Agreement;

WHEREAS, in connection with the Transaction, certain other "accredited investors" (within the meaning of Rule 501(a) under the Securities Act of 1933, as amended (the "**Securities Act**")) have entered into separate subscription agreements with the Company substantially similar to this Subscription Agreement (the "**Other Subscription Agreements**"), pursuant to which such investors ("**Other Subscribers**") have, together with the Subscriber pursuant to this Subscription Agreement, agreed to purchase an aggregate of [●] Shares (the "**Aggregate Subscription**") together with Warrants at the same ratio as the Subscriber for a purchase price equal to the same purchase price per Purchased Security as the Subscriber; and

WHEREAS, certain Other Subscribers ("**Significant Subscribers**") have each agreed to purchase a number of Shares that represent, after the Closing, in excess of ten percent (10%) of the issued and outstanding common stock of the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and pursuant to the terms and subject to the conditions, herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Subscription. Subject to the terms and conditions hereof, Subscriber hereby agrees to subscribe for and purchase from the Company, and the Company hereby agrees to issue and sell to Subscriber, upon the payment of the Purchase Price, in each case, at the Closing (as defined below), the Purchased Securities (such subscription and issuance, the "**Subscription**"). Notwithstanding the foregoing, the parties agree that the number of Warrants may be reduced prior to Closing if the board of directors of the Company determines in its good faith judgment that the issuance of the number of Warrants set forth on the signature page may result in an adjustment to the "Warrant Price" to the Company's outstanding public warrants under Section 4.3.2(x) of the Warrant Agreement, dated as of April 8, 2021, between the Company and Continental Stock Transfer & Trust Company, as warrant agent. In such event, the Company shall deliver Subscriber notice at least one (1) business day prior to Closing of its determination and the maximum number of Warrants that can be issued without triggering the "crescent provision," and the number of Warrants issued to Subscriber at Closing will be such maximum number as determined in good faith by the Company's board of directors. Any such adjustment to the number of Warrants shall be made with respect to the Other Subscription Agreements on a proportional basis.

2. Representations, Warranties and Agreements.

2.1 Subscriber's Representations, Warranties and Agreements. To induce the Company to issue the Purchased Securities to Subscriber, Subscriber hereby represents and warrants to the Company and agrees with the Company as follows:

2.1.1 If Subscriber is not an individual, Subscriber has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation, with power and authority to enter into, deliver and perform its obligations under this Subscription Agreement. If Subscriber is an individual, Subscriber has the authority to enter into, deliver and perform its obligations under this Subscription Agreement.

2.1.2 If Subscriber is not an individual, this Subscription Agreement has been duly authorized, executed and delivered by Subscriber. If Subscriber is an individual, the signature on this Subscription Agreement is genuine, and Subscriber has legal competence and capacity to execute the same. This Subscription Agreement is enforceable against Subscriber in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

2.1.3 The execution, delivery and performance by Subscriber of this Subscription Agreement and the purchase by Subscriber of the Purchased Securities will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Subscriber or any of its subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Subscriber or any of its subsidiaries is a party or by which Subscriber or any of its subsidiaries is bound or to which any of the property or assets of Subscriber or any of its subsidiaries is subject, which would reasonably be expected to prevent or delay Subscriber's timely performance of any of its material obligations under this Subscription Agreement (a "**Subscriber Material Adverse Effect**"); (ii) if Subscriber is not an individual, result in any violation of the provisions of the organizational documents of Subscriber or any of its subsidiaries; or (iii) subject to receipt of required regulatory approvals, if any, result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber or any of its subsidiaries or any of their respective properties that would reasonably be expected to have a Subscriber Material Adverse Effect or materially affect the legal authority of Subscriber to comply in all material respects with this Subscription Agreement.

2.1.4 Subscriber (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) satisfying the applicable requirements set forth on Schedule A, (ii) is acquiring the Purchased Securities only for its own account and not for the account of others, or if Subscriber is subscribing for the Purchased Securities as a fiduciary or agent for one or more investor accounts, each owner of such account is an accredited investor and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account, and (iii) is not acquiring the Purchased Securities with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information on Schedule A following the signature page hereto). Subscriber is not an entity formed for the specific purpose of acquiring the Purchased Securities. Subscriber understands and acknowledges that the purchase of the Purchased Securities pursuant to this Agreement meets an exemption from filing under FINRA Rule 5123.

2.1.5 Subscriber understands that the Purchased Securities are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Purchased Securities have not been registered under the Securities Act. Subscriber understands that the Purchased Securities may not be resold, transferred, pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act with respect to the Purchased Securities or an applicable exemption from the registration requirements of the Securities Act is available, and that any certificates or book entries representing the Purchased Securities shall contain a legend to such effect. Subscriber acknowledges that the Purchased Securities will not be eligible for resale pursuant to Rule 144 promulgated under the Securities Act ("**Rule 144**") until at least one year from the filing by the Company of the "Form 10 information." Subscriber understands and agrees that the Purchased Securities will be subject to transfer restrictions and, as a result of these transfer restrictions, Subscriber may not be able to readily resell the Purchased Securities and may be required to bear the financial risk of an investment in the Purchased Securities for an indefinite period of time. Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Purchased Securities.

2.1.6 Subscriber understands and agrees that Subscriber is purchasing the Purchased Securities directly from the Company. Subscriber further acknowledges that there have been no representations, warranties, covenants and agreements made to Subscriber by the Company or any of its officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements included in this Subscription Agreement.

2.1.7 Subscriber represents and warrants that (i) it is not a Benefit Plan Investor as contemplated by the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), or (ii) its acquisition and holding of the Purchased Securities will not constitute or result in a non-exempt prohibited transaction under Section 406 of the Employee Retirement Income Security Act of 1974, as amended, Section 4975 of the Internal Revenue Code of 1986, as amended, or any applicable similar law.

2.1.8 In making its decision to purchase the Purchased Securities, Subscriber represents that it has relied solely upon independent investigation made by Subscriber and the representations, warranties and covenants of the Company contained in this Subscription Agreement. The Subscriber acknowledges and agrees that the Subscriber has received and has had an adequate opportunity to review, such financial and other information as the Subscriber deems necessary in order to make an investment decision with respect to the Purchased Securities and made its own assessment and is satisfied concerning the relevant tax and other economic considerations relevant to the Subscriber's investment in the Purchased Securities. Without limiting the generality of the foregoing, the Subscriber acknowledges that it has reviewed the documents provided to the Subscriber by the Company. The Subscriber represents and agrees that the Subscriber and the Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as the Subscriber and such Subscriber's professional advisor(s), if any, have deemed necessary for the Subscriber to make an investment decision with respect to the Purchased Securities. The Subscriber acknowledges that it has not relied on any statements or other information provided by J.P. Morgan Securities LLC ("**JPM**") and Global Leisure Partners LLC ("**GLP**" and, together with JPM, the "**Placement Agents**") or any of the Placement Agents' affiliates with respect to its decision to invest in the Purchased Securities, including information related to the Company, the Purchased Securities and the offer and sale of the Purchased Securities.

2.1.9 Subscriber became aware of this offering of the Purchased Securities by means of direct contact from the Placement Agents in the case of institutional accredited investors, and/or directly from the Company or Hagerty Group as a result of a pre-existing, substantial relationship with the Company or Hagerty Group, and the Purchased Securities were offered to Subscriber solely by direct contact between Subscriber and any of the Placement Agents, the Company or Hagerty Group. Subscriber did not become aware of this offering of the Purchased Securities, nor were the Purchased Securities offered to Subscriber, by any other means. Subscriber acknowledges that (a) the Placement Agents have not acted as its financial advisor or fiduciary, (b) each of the Placement Agents is acting solely as placement agent to the Company and is not acting as an underwriter or in any other capacity or as a fiduciary for the Company, Hagerty Group or any other person or entity in connection with the Transaction and (c) none of the Placement Agents or any of their respective affiliates has prepared any disclosure or offering document in connection with the offer and sale of the Purchased Securities. Subscriber acknowledges that the Company represents and warrants that the Purchased Securities (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

2.1.10 Subscriber acknowledges and agrees that (a) the Placement Agents have not made and will not make any representation or warranty, whether express or implied, of any kind or character and have not provided any advice or recommendation in connection with the Transaction, (b) the Placement Agents will have no responsibility with respect to (i) any representations, warranties or agreements made by any person or entity under or in connection with the Transaction or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) or any thereof, or (ii) the business, affairs, financial condition, operations, properties or prospects of, or any other matter concerning the Company, Hagerty Group or the Transaction, and (c) the Placement Agents will have no liability or obligation (including without limitation, for or with respect to any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements incurred by Subscriber, the Company or any other person or entity), whether in contract, tort or otherwise, to Subscriber, or to any person claiming through Subscriber, in respect of the Transaction.

2.1.11 Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Purchased Securities. Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Purchased Securities, and Subscriber has sought such accounting, legal and tax advice as Subscriber has considered necessary to make an informed investment decision. Subscriber understands and acknowledges that the purchase and sale of the Purchased Securities hereunder meets (i) the exemptions from filing under FINRA Rule 5123, (ii) the institutional customer exemption under FINRA Rule 2111(b) and (iii) the institutional account exemption under FINRA Rule 4512(c).

2.1.12 Subscriber represents and acknowledges that Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment in the Purchased Securities, has adequately analyzed and fully considered the risks of an investment in the Purchased Securities and determined that the Purchased Securities are a suitable investment for Subscriber and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in the Company. Subscriber further acknowledges specifically that a possibility of total loss of investment exists and that it is able to fend for itself in the transactions contemplated herein.

2.1.13 Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Purchased Securities or made any findings or determination as to the fairness of this investment.

2.1.14 Subscriber represents and warrants that Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") or in any Executive Order issued by the President of the United States and administered by OFAC ("**OFAC List**"), or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank (collectively, a "**Prohibited Investor**"). Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that Subscriber is permitted to do so under applicable law. Subscriber represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "**BSA**"), as amended by the USA PATRIOT Act of 2001 (the "**PATRIOT Act**"), and its implementing regulations (collectively, the "**BSA/PATRIOT Act**"), that Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. Subscriber further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Purchased Securities were legally derived.

2.1.15 Subscriber has, and at the Closing will have, sufficient funds to pay the Purchase Price pursuant to Section 3.1.

2.1.16 Subscriber represents that no disqualifying event described in Rule 506(d)(1)(i)-(viii) under the Securities Act (a "**Disqualification Event**") is applicable to Subscriber or any of its Rule 506(d) Related Parties (as defined below), except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. For purposes of this Section 2.1.15, "**Rule 506(d) Related Party**" shall mean a person or entity that is a direct beneficial owner of Subscriber's securities for purposes of Rule 506(d) under the Securities Act.

2.1.17 [Reserved].

2.1.18 Subscriber acknowledges and understands that, if it is not an institutional "accredited investor" (within the meaning of Rule 501(a)(1), (2), (3), (7) (8), (9), (12) or (13) under the Securities Act), only GLP is acting as the Company's Placement Agent with respect to such offers and sales.

2.2 Company's Representations, Warranties and Agreements. To induce Subscriber to purchase the Purchased Securities, the Company hereby represents and warrants to Subscriber and agrees with Subscriber as follows:

2.2.1 The Company has been duly incorporated and is validly existing as a corporation in good standing under the Delaware General Corporation Law (the "**DGCL**"), with corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement.

2.2.2 As of the Closing Date, the Shares will be duly authorized and, when issued and delivered to Subscriber against full payment of the Purchase Price in accordance with the terms of this Subscription Agreement and registered with the Company's transfer agent, the Shares will be validly issued, fully paid and non-assessable and the Shares will not have been authorized in violation of or subject to any preemptive or similar rights created under the Company's amended and restated certificate of incorporation or under the DGCL. As of the Closing Date, the Warrants will have been duly authorized for issuance and sale by the Company and, when issued and delivered to Subscriber against full payment for the Warrants in accordance with the terms of this Subscription Agreement, will be duly and validly issued. As of the Closing Date, the shares of Common Stock issuable upon exercise of the Warrants (the "**Warrant Shares**") will have been duly authorized and reserved for issuance upon exercise thereof and, when issued and delivered against payment of the consideration therefor pursuant thereto, will be duly and validly issued, fully paid and non-assessable.

2.2.3 Each of this Subscription Agreement, the Other Subscription Agreements and the Transaction Agreement (the "**Transaction Documents**") has been duly authorized, executed and delivered by the Company and, assuming that each such Transaction Document constitutes a valid and binding obligation of the other parties thereto, is enforceable against it in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

2.2.4 The execution, delivery and performance of this Subscription Agreement and the other Transaction Documents (including compliance by the Company with all of the provisions hereof and thereof), issuance and sale of the Purchased Securities and the consummation of the other transactions contemplated herein and therein will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, which would reasonably be expected to have a material adverse effect on the business, properties, financial condition, stockholders' equity or results of operations of the Company (a "**Material Adverse Effect**") or materially affect the validity of the Shares or Warrants or the legal authority of the Company to comply in all material respects with the terms of this Subscription Agreement; (ii) result in any violation of the provisions of the organizational documents of the Company; or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any of its properties that would reasonably be expected to have a Material Adverse Effect or materially affect the validity of the Shares or Warrants or the legal authority of the Company to comply in all material respects with this Subscription Agreement. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the execution, delivery and performance of this Subscription Agreement (including, without limitation, the sale of the Purchased Securities), other than (i) (A) filings with the Securities and Exchange Commission (the "**SEC**"), (B) filings required by applicable state securities laws, (C) filings required by the NYSE, including with respect to obtaining Company stockholder approval, and (D) filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended or (ii) where the failure to obtain such consents, waivers, authorizations or orders, or to make such notices, filings or registrations, would not have or would not reasonably be expected to have a Material Adverse Effect.

2.2.5 Assuming the accuracy of the representations and warranties of Subscriber set forth in Section 2.1, no registration under the Securities Act is required for the offer and sale of the Purchased Securities by the Company to Subscriber. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority is required on the part of the Company in connection with such offer and sale of Purchased Securities contemplated by this Subscription Agreement, except for filings pursuant to applicable state securities laws. Neither the Company, nor any person acting on its behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any security under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) of the Securities Act for the exemption from registration for the transactions contemplated hereby or would require registration of the issuance of the Purchased Securities pursuant to this Subscription Agreement under the Securities Act.

2.2.6 Neither the Company nor any person acting on its behalf has (a) conducted any general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) in connection with the offer or sale of any of the Purchased Securities or (b) offered the Purchased Securities in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

2.2.7 The Company has provided Subscriber an opportunity to ask questions regarding the Company and made available to Subscriber all the information reasonably available to the Company that Subscriber has requested for deciding whether to acquire the Purchased Securities.

2.2.8 No Disqualification Event is applicable to the Company or, to the Company's knowledge, any Company Covered Person (as defined below), except for a Disqualification Event as to which Rule 506(d)(2)(ii)-(iv) or (d)(3) under the Securities Act is applicable. The Company has complied, to the extent applicable, with any disclosure obligations under Rule 506(e) under the Securities Act. "**Company Covered Person**" means, with respect to the Company as an "issuer" for purposes of Rule 506 under the Securities Act, any person listed in the first paragraph of Rule 506(d)(1) under the Securities Act.

2.2.9 As of their respective dates, all reports (the "**SEC Reports**") required to be filed by the Company with the SEC complied in all material respects with the applicable requirements of the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has timely filed each report, statement, schedule, prospectus, and registration statement that the Company was required to file with the SEC since its initial registration of the Common Stock under the Exchange Act. There are no material outstanding or unresolved comments in comment letters from the staff of the Division of Corporation Finance (the "**Staff**") of the Commission with respect to any of the SEC Reports. The financial statements contained in the SEC Reports have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("**GAAP**"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments which would not reasonably be expected individually or in the aggregate to be material.

2.2.10 The Other Subscription Agreements reflect the same ratio of Warrants to Shares and are based on the same price per Purchased Security as this Subscription Agreement and shall not be on terms or conditions materially more advantageous to any Other Subscriber than the Subscriber. Other than the Other Subscription Agreements and certain agreements with the Significant Subscribers, the Company has not entered into any side letter or similar agreement with any Other Subscriber or investor in connection with such Other Subscriber's or other investor's direct or indirect investment in the Company, and such Other Subscription Agreements have not been, and will not be after the date of this Subscription Agreement, amended in any material respect following the date of this Subscription Agreement.

2.2.11 Except for such matters as have not had, individually or in the aggregate, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there is no (i) suit, action, proceeding or arbitration before a governmental authority or arbitrator pending, or, to the knowledge of the Company, threatened in writing against the Company or (ii) judgment, decree, injunction, ruling or order of any governmental authority or arbitrator outstanding against the Company.

2.2.12 The Company is in compliance with all applicable laws and has not received any written communication from a governmental entity that alleges that the Company is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2.2.13 All offers and sales by the Company of its Common Stock and Warrants to persons that are not institutional "accredited investors" (within the meaning of Rule 501(a)(1), (2), (3), (7) (8), (9), (12) or (13) under the Securities Act) have been, and will be, made directly by GLP and not to or through JPM, and the Company shall not (a) issue, sell its Common Stock or Warrants to, or solicit offers to purchase shares of its Common Stock or Warrants from accredited investors that are not institutional accredited investors through JPM and (b) issue, sell its Common Stock Or Warrants to, or solicit offers to purchase shares of its Common Stock or Warrants from investors that are not either "accredited investors" or "qualified institutional buyers" through GLP.

2.2.14 As of the date of this Subscription Agreement, the authorized capital stock of the Company consists of (i) 400,000,000 shares of the Company's common stock, par value $0.0001 per share, with (A) 380,000,000 shares being designated as Class A Common Stock and (B) 20,000,000 shares being designated as Class B Common Stock ("**Class B Common Stock**"), and (ii) 1,000,000 shares of preferred stock, par value $0.0001 per share ("**Preferred Stock**"). As of the date of this Subscription Agreement, (i) 12,072,500 shares of Common Stock and 2,875,000 shares of Class B Common Stock are issued and outstanding, all of which are validly issued, fully paid and non-assessable and not subject to any preemptive rights, (ii) no shares of the Company's common stock are held in the treasury of the Company, (iii) 257,500 private placement warrants (the "**Private Placement Warrants**") are issued and outstanding and 257,500 shares of Common Stock are issuable in respect of such Private Placement Warrants, (iv) 5,750,000 public warrants (the "**Public Warrants**") are issued and outstanding and 5,750,000 shares of Common Stock are issuable in respect of such Public Warrants, (v) 28,750 underwriter warrants (as described in the Company's prospectus related to its initial public offering) are issued and outstanding and 28,750 shares of Buyer Class A Common Stock are issuable in respect of such underwriter warrants, and (vi) 1,300,000 OTM warrants (as described in the Company's prospectus related to its initial public offering) are issued and outstanding and 1,300,000 shares of Buyer Class A Common Stock are issuable in respect of such OTM warrants. As of the date of this Subscription Agreement, there are no shares of Preferred Stock issued and outstanding. Each Private Placement Warrant and Public Warrant is exercisable for one share of Class A Common Stock at an exercise price of $11.50. As of the date hereof, other than Merger Sub, the Company has no subsidiaries and does not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. As of the date hereof, except as set forth above and pursuant to (i) the Other Subscription Agreements, or (ii) the Transaction Agreement, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from the Company any shares of Common Stock or other equity interests in the Company (collectively, "**Equity Interests**") or securities convertible into or exchangeable or exercisable for Equity Interests. There are no securities or instruments issued by or to which the Company is a party containing anti-dilution or similar provisions that will be triggered by the issuance of (i) the Shares or (ii) the shares of Common Stock to be issued pursuant to any Other Subscription Agreement, in each case, that have not been or will not be validly waived on or prior to the Subscription Closing.

2.2.15 The issued and outstanding shares of Class A common stock are registered pursuant to Section 12(b) of the Exchange Act, and are listed for trading on The New York Stock Exchange ("**NYSE**") under the symbol "ADF." There is no suit, action, proceeding or investigation pending or, to the knowledge of the Company, threatened in writing against the Company by NYSE or the SEC with respect to any intention by such entity to deregister the Class A common stock or prohibit or terminate the listing of the Class A common stock on NYSE. The Company has taken no action that is designed to terminate the registration of the Class A common stock under the Exchange Act.

2.2.16 Except for placement fees payable to the Placement Agents, the Company has not paid, and is not obligated to pay, any brokerage, finder's or other commission or similar fee in connection with its issuance and sale of the Shares, including, for the avoidance of doubt, any fee or commission payable to any stockholder or affiliate of the Company.

3. Settlement Date and Delivery.

3.1 Closing. The closing of the Subscription contemplated hereby (the "**Closing**") is contingent upon the substantially concurrent consummation of the Transaction. The Closing shall occur on the closing date of, and immediately prior to, the consummation of the Transaction. Upon not less than five (5) business days' written notice from (or on behalf of) the Company to Subscriber (the "**Closing Notice**") that the Company reasonably expects all conditions to the closing of the Transaction to be satisfied on a date that is not less than five (5) business days from the date of the Closing Notice, Subscriber shall deliver to the Company at least one (1) business day prior to the closing date specified in the Closing Notice (the "**Closing Date**"), to be held in escrow until the Closing, the Purchase Price for the Purchased Securities by wire transfer of United States dollars in immediately available funds to the account specified by the Company in the Closing Notice against delivery by the Company to Subscriber of the Shares and Warrants in book-entry form free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable, and (ii) upon request from the Subscriber, an account statement from the Company's transfer agent confirming the issuance and delivery of the Shares to the Subscriber (or such nominee or custodian) on and as of the scheduled Closing Date (or such other evidence of issuance of the Shares from the Company's transfer agent acceptable to Subscriber). In the event the Closing does not occur within two (2) business days of the Closing Date, the Company shall promptly (but not later than two (2) business days thereafter) return the Purchase Price to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber, and any book-entries shall be deemed cancelled.

3.2 Conditions to Closing.

3.2.1 The obligations of each of the Company and Subscriber to consummate the transactions contemplated hereunder are subject to the satisfaction (or waiver by the Company and Subscriber in writing) of the conditions that, at the Closing:

3.2.1.1 No governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the transactions contemplated hereby illegal or otherwise preventing or prohibiting consummation of the transactions contemplated hereby.

3.2.1.2 All conditions precedent to the consummation of the Transaction set forth in the Transaction Agreement shall have been satisfied or waived (other than those conditions that, by their nature, may only be satisfied at the consummation of the Transaction, but subject to satisfaction of such conditions as of the consummation of the Transaction).

3.2.1.3 All specified waiting periods, if any, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have expired or been terminated.

3.2.2 The obligations of the Company to consummate the transactions contemplated hereunder are subject to the satisfaction (or valid waiver by the Company in writing) of the conditions that, at the Subscription Closing:

3.2.2.1 All representations and warranties of Subscriber contained in this Subscription Agreement shall be true and correct in all material respects (other than those qualified by Subscriber Material Adverse Effect, which shall be true and correct in all respects) as of the Closing Date (other than those representations and warranties expressly made as of an earlier date, which shall be true and correct in all material respects as of such date), and consummation of the Closing shall constitute a reaffirmation by Subscriber of each of the representations, warranties and agreements contained in this Subscription Agreement as of the Closing Date.

3.2.2.2 Subscriber shall have performed or complied in all material respects with all agreements and covenants required by this Subscription Agreement.

3.2.3 The obligations of Subscriber to consummate the transactions contemplated hereunder are subject to the satisfaction (or valid waiver by Subscriber in writing) of the conditions that, at the Closing:

3.2.3.1 No suspension of the qualification of the Shares for offering or sale or trading under the NYSE marketplace rules, or initiation or threatening of any proceedings for any of such purposes, shall have occurred and the Shares shall have been approved for listing on the NYSE, subject to official notice of issuance.

3.2.3.2 All representations and warranties of the Company contained in this Subscription Agreement shall be true and correct in all material respects (other than those qualified by Material Adverse Effect, which shall be true and correct in all respects) as of the Closing Date (other than those representations and warranties expressly made as of an earlier date, which shall be true and correct in all material respects as of such date), and consummation of the Closing shall constitute a reaffirmation by the Company of each of its representations, warranties and agreements contained in this Subscription Agreement as of the Closing Date.

3.2.3.3 The Company shall have performed or complied in all material respects with all agreements and covenants required by this Subscription Agreement.

3.2.3.4 Other than as waived by Other Subscribers whose subscriptions represent, in the aggregate, a majority of the Aggregate Subscription, no Company Material Adverse Effect shall have occurred between the date hereof and the Closing Date.

3.2.3.5 The Transaction Agreement (as the same exists on the date of this Subscription Agreement) shall not have been amended to, and there shall have been no waiver or modification to the Transaction Agreement (as the same exists on the date of this Subscription Agreement) that would, materially adversely affect the economic benefits that Subscriber would reasonably expect to receive as of the date hereof under this Subscription Agreement without having received Subscriber's prior written consent.

3.2.3.6 No Other Subscription Agreement shall have been amended, modified or waived in any manner that materially benefits any Other Subscriber unless Subscriber shall have been offered substantially similar benefits in writing.

4. Transfer Restrictions.

4.1 The Shares, the Warrants and the Warrant Shares (collectively, the "**Securities**") may only be resold, transferred, pledged or otherwise disposed of in compliance with state and federal securities laws. In connection with any transfer of Securities other than pursuant to an effective registration statement, Rule 144 or pursuant to another applicable exemption from the registration requirements of the Securities Act, or a transfer to the Company, one or more Subscriber Affiliates or to a lender to Subscriber pursuant to a pledge and, thereafter, a transferee thereof pursuant to a foreclosure of the Subscriber, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Subscription Agreement and such transferee and each Subscriber Affiliate transferee and each lender transferee and their subsequent transferees shall have the rights and obligations of the Subscriber under this Agreement.

4.2 The Subscriber agrees to the imprinting, so long as is required by this Section 4, of a legend on any of the Purchased Securities in the following form:

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND FOREIGN SECURITIES LAWS.

4.3 The Subscriber agrees with the Company that the Subscriber will only sell Purchased Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Purchased Securities are sold pursuant to a registration statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from instruments representing Purchased Securities, as set forth in this Section 4 is predicated upon the Company's reliance upon this understanding.

5. Registration Rights.

5.1 The Company and Subscriber agree that, within twenty (20) business days after the consummation of the Transaction, the Company will file with the SEC a registration statement registering the resale of the Shares, the Warrants and the Warrant Shares (the "**Registration Statement**"), and the Company shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) ninety (90) calendar days after the filing thereof (or one hundred twenty (120) calendar days after the filing thereof if the SEC notifies the Company that it will "review" the Registration Statement) and (ii) ten (10) business days after the Company is notified by the SEC that the Registration Statement will not be "reviewed" or will not be subject to further review; *provided*, *however*, that the Company's obligations to include the Shares, Warrants and Warrant Shares and those other Shares of the Company held by Subscriber in the Registration Statement are contingent upon Subscriber furnishing in writing to the Company such information regarding Subscriber, the securities of the Company held by Subscriber and the intended method of disposition of the Shares, Warrants and Warrant Shares as shall be reasonably requested by the Company to effect the registration of the Shares, Warrants and Warrant Shares, and shall execute such documents in connection with such registration as the Company may reasonably request that are customary of a selling stockholder in similar situations (other than a lock-up or other similar agreement restricting the ability of Subscriber to transfer the Shares, Warrants or Warrant Shares). Subject to its rights hereunder to suspend the use of the prospectus forming a part of the Registration Statement, the Company shall use its commercially reasonable efforts to maintain the continuous effectiveness of the Registration Statement until the earliest of (i) the date on which the Shares, Warrants and Warrant Shares may be resold without volume or manner of sale limitations pursuant to Rule 144, (ii) the date on which such Shares, Warrants and Warrant Shares have actually been sold and (iii) the date which is three years after the Closing (the "Registration Period"). Further notwithstanding the foregoing, if the SEC prevents the Company from including any or all of the Shares, Warrants or Warrant Shares proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 of the Securities Act for the resale of the Shares, Warrants or Warrant Shares by the applicable shareholders or otherwise, such Registration Statement shall register for resale such number of Shares, Warrants and Warrant Shares which is equal to the maximum number of Shares, Warrants and Warrant Shares as is permitted by the SEC. In such event, the number of Shares, Warrants and Warrant Shares to be registered for each selling shareholder named in the Registration Statement shall be reduced pro rata among all such selling shareholders. The Company will provide a draft of the Registration Statement to Subscriber for review at least five (5) business days in advance of filing the Registration Statement. In no event shall the Subscriber be identified as a statutory underwriter in the Registration Statement unless requested by the SEC; provided that if the SEC requests that the Subscriber be identified as a statutory underwriter in the Registration Statement, the Subscriber will have an opportunity to withdraw from the Registration Statement.

5.2 Notwithstanding anything to the contrary in this Subscription Agreement, the Company shall be entitled to delay or postpone the effectiveness of the Registration Statement, and from time to time to require any Subscriber not to sell under the Registration Statement or to suspend the effectiveness thereof, if the negotiation or consummation of a transaction by the Company or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event, the Company's board of directors reasonably believes, upon the advice of legal counsel, would require additional disclosure by the Company in the Registration Statement of material information that the Company has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Company's board of directors, upon the advice of legal counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "**Suspension Event**"); *provided*, *however*, that the Company may not delay or suspend the Registration Statement on more than two occasions or for more than sixty (60) consecutive calendar days, or more than ninety (90) total calendar days, in each case during any twelve-month period. Upon receipt of any written notice from the Company of the happening of any Suspension Event (which notice shall not contain material non-public information) during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus) not misleading, each Subscriber agrees that (i) it will immediately discontinue offers and sales of the Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until such Subscriber receives copies of a supplemental or amended prospectus (which the Company agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Company that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Company (A) for disclosure to Subscriber's employees, agents and professional advisers who need to know such information and are obligated to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners who have agreed to keep such information confidential, (C) where such information is already known by Subscriber from a source that did not owe the Company a duty of confidentiality or publicly available not as a result of Subscriber's breach of its confidentiality obligations and (D) otherwise required by law or subpoena. If so directed by the Company, each Subscriber will deliver to the Company or, in such Subscriber's sole discretion destroy, all copies of the prospectus covering the Purchased Securities in such Subscriber's possession; *provided*, *however*, that this obligation to deliver or destroy all copies of the prospectus covering the Purchased Securities shall not apply (i) to the extent such Subscriber is required to retain a copy of such prospectus (a) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (b) in accordance with a bona fide pre-existing document retention policy or (ii) to copies stored electronically on archival servers as a result of automatic data back-up.

5.3 The Company shall, notwithstanding any termination of this Subscription Agreement, indemnify, defend and hold harmless each Subscriber (to the extent a seller under the Registration Statement), the officers, directors and agents of each of them, and each person who controls such Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act ) to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "**Losses**"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any prospectus included in the Registration Statement or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Section 5, except to the extent, but only to the extent, that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding such Subscriber furnished in writing to the Company by such Subscriber expressly for use therein or such Subscriber has omitted a material fact from such information or otherwise violated the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder; *provided*, *however*, that the indemnification contained in this Section 5 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Company be liable for any Losses to the extent they arise out of or are based upon a violation which occurs (A) in reliance upon and in conformity with written information furnished by a Subscriber, (B) in connection with any failure of such person to deliver or cause to be delivered a prospectus made available by the Company in a timely manner, (C) as a result of offers or sales effected by or on behalf of any person by means of a "free writing prospectus" (as defined in Rule 405 under the Securities Act) that was not authorized in writing by the Company, or (D) in connection with any offers or sales effected by or on behalf of a Subscriber in violation of Section 5.2 hereof. The Company shall notify such Subscriber promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 5 of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Shares by such Subscriber.

5.4 Each Subscriber shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents, trustees, partners, members, managers, stockholders, affiliates, investment advisors and employees, and each person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading to the extent, but only to the extent, that such untrue statements or omissions are based upon information regarding such Subscriber furnished in writing to the Company by such Subscriber expressly for use therein; *provided*, *however*, that the indemnification contained in this Section 5 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of such Subscriber (which consent shall not be unreasonably withheld, conditioned or delayed). In no event shall the liability of any Subscriber be greater in amount than the dollar amount of the net proceeds received by such Subscriber upon the sale of the Shares giving rise to such indemnification obligation. Each Subscriber shall notify the Company promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 5 of which such Subscriber is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Shares by such Subscriber.

5.5 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment based upon the advice of counsel a conflict of interest between such indemnified and indemnifying parties exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement), which settlement shall not include a statement or admission of fault and culpability on the part of such indemnified party, and which settlement shall include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

5.6 If the indemnification provided under this Section 5 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations; provided, however, that the liability of Subscriber shall be limited to the net proceeds received by such Subscriber from the sale of Shares giving rise to such indemnification obligation. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by, in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in this Section 5, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 5.6 from any person or entity who was not guilty of such fraudulent misrepresentation.

5.7 In the case of the registration effected by the Company pursuant to this Subscription Agreement, the Company shall, upon reasonable request, inform Subscriber as to the status of such registration. At its expense the Company shall:

5.7.1 except for such times as the Company is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which the Company determines to obtain, continuously effective with respect to Subscriber, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions during the Registration Period;

5.7.2 advise Subscriber within five (5) Business Days:

(a) when a Registration Statement or any post-effective amendment thereto has become effective;

(b) of the issuance by the SEC of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(c) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(d) subject to the provisions in this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth in this Section 5.7.2, the Company shall not, when so advising Subscriber of such events, provide Subscriber with any material, nonpublic information regarding the Company other than to the extent that providing notice to Subscriber of the occurrence of the events listed in (a) through (d) above constitutes material, nonpublic information regarding the Company;

5.7.3 use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

5.7.4 upon the occurrence of any event contemplated in Section 5.7.2(d), except for such times as the Company is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, the Company shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

5.7.5 use its commercially reasonable efforts to cause all Shares and Warrant Shares to be listed on each securities exchange or market, if any, on which the Company's Class A common stock is then listed;

5.7.6 use its commercially reasonable efforts to cause the Warrants to be listed on an over the counter quotation system, including OTCQX, OTCQB or Pink Sheets; and

5.7.6 upon the Subscriber's request, deliver all the necessary documentation reasonably requested by the Company's transfer agent to (i) remove the legend set forth above in Section 2.1.5, as promptly as practicable and no later than five (5) business days after such request and (ii) issue Securities without any such legend in certificated or book-entry form or by electronic delivery through The Depository Trust Company ("**DTC**"), at the Subscriber's option, provided that in each case (a) such Securities are registered for resale under the Securities Act and the Subscriber has sold such Securities pursuant to such registration or (b)(A) the Subscriber has sold or transferred Securities pursuant to Rule 144 and (B) the Company, its counsel or the Transfer Agent have received customary representations and other documentation from the Subscriber and its broker that is reasonably necessary to establish that such restrictive legend is no longer required as reasonably requested by the Company, its counsel or the Company's transfer agent (the "Legend Documents"). If the legend set forth above in Section 2.1.5 is no longer required for the Securities pursuant to the foregoing, the Company shall, reasonably promptly following any request therefor from Subscriber accompanied by such Legend Documents, deliver to its transfer agent irrevocable instructions that the transfer agent shall make a new, unlegended entry for the Securities. The Company shall be responsible for the fees of the transfer agent and its counsel and any fees of DTC incurred in connection with such legend removal requests.

6. Termination. Except for the provisions of Sections 6, 7 and 9, which shall survive any termination hereunder, this Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earlier to occur of (i) such date and time as the Transaction Agreement is terminated in accordance with its terms, (ii) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, (iii) if any of the conditions to Closing set forth in Section 3.2 of this Subscription Agreement are not satisfied or waived on or prior to the Closing and, as a result thereof, the transactions contemplated by this Subscription Agreement are not consummated at the Closing or (iv) if the Transaction Closing has not occurred on or prior to [_____]; *provided*, that, subject to the limitations set forth in Section 8, nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach. The Company shall promptly notify Subscriber of the termination of the Transaction Agreement promptly after the termination of such agreement. For the avoidance of doubt, if any termination hereof occurs after the delivery by Subscriber of the Purchase Price for the Shares, the Company shall promptly (but not later than two (2) business days thereafter) return the Purchase Price to Subscriber without any deduction for or on account of any tax, withholding, charges, or set-off.

7. Miscellaneous.

7.1 Further Assurances. At the Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the Subscription as contemplated by this Subscription Agreement.

7.1.1 Subscriber acknowledges that the Company, the Placement Agents and others will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement. Prior to the Closing, Subscriber agrees to promptly notify the Company if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate in all material respects. Subscriber further acknowledges and agrees that the Placement Agents are intended third-party beneficiaries of the representations and warranties of the Subscriber contained in Section 2.1 of this Subscription Agreement.

7.1.2 The Company acknowledges and agrees that the Placement Agents are intended third-party beneficiaries of the representations and warranties of the Company contained in Section 2.2 of this Subscription Agreement.

7.1.3 Each of the Company and the Subscriber is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

7.1.4 The Company may request from Subscriber such additional information as the Company may deem necessary to evaluate the eligibility of Subscriber to acquire the Purchased Securities, and Subscriber shall provide such information as may be reasonably requested, to the extent readily available and to the extent consistent with its internal policies and procedures; *provided* that the Company agrees to keep such additional information provided by the Subscriber confidential if so requested by the Subscriber, except (A) for disclosure to the Company's employees, agents and professional advisers who need to know such information and are obligated to keep it confidential, (B) where such information is already known by the Company from a source that did not owe the Subscriber a duty of confidentiality or publicly available not as a result of the Company's breach of its confidentiality obligations and (C) otherwise required by law or subpoena.

7.1.5 Prior to or at the Closing, Subscriber shall deliver to the Company a duly completed and executed Internal Revenue Service Form W-9 or appropriate Form W-8.

7.2 No Short Sales. Subscriber hereby agrees that neither it, nor any person or entity acting on its behalf, will engage in any Short Sales with respect to securities of the Company prior to the closing of the Transaction. For purposes of this Section 7.2, "**Short Sales**" shall include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, and all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis).

7.3 Facilitation of Rule 144 Sales. With a view to making available to Subscriber the benefits of Rule 144 that may, at such times as Rule 144 is available to Subscriber, as a shareholder of the Company, permit Subscriber to sell securities of the Company to the public without registration, the Company agrees to use its commercially reasonable efforts to file all reports and other materials to be filed by the Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other materials is required for the applicable provisions of Rule 144 to enable Subscriber to sell the Securities under Rule 144. The Company agrees to furnish to Subscriber, promptly upon request, (x) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (y) a copy of the most recent annual or quarterly report of the Issuer and such other reports and documents so filed by the Company and (z) such other information as may be reasonably requested to permit Subscriber to sell such securities pursuant to Rule 144 without registration.

7.4 Notices. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iii) three (3) business days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) if to Subscriber, to such address or addresses set forth on the signature page hereto;

(ii) if to the Company (prior to the Transaction closing), to:

Aldel Financial Inc.
105 S. Maple Street
Itasca, IL 60143
Attention: Robert I. Kauffman
E-mail: RK@robkauffman.com

with a required copy to (which copy shall not constitute notice):

Loeb & Loeb LLP
345 Park Avenue, 19th Floor
New York, NY 10154
Attention: Mitchell S. Nussbaum, Esq.
E-mail: mnussbaum@loeb.com

(iii) if to the Company (following the Transaction closing), to:

Hagerty, Inc.
P.O. Box 1303
Traverse City, MI
49685-1303
Attention: Barbara Matthews
General Counsel
E-mail: bmatthews@hagerty.com

with a required copy to (which copy shall not constitute notice):

Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Attention: Sean Keyvan; William Howell; Jonathan Blackburn
E-mail: skeyvan@sidley.com; bhowell@sidley.com; jblackburn@sidley.com

7.5 Entire Agreement. This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof. Except as otherwise expressly set forth in Section 7.1.1, this Subscription Agreement shall not confer rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

7.6 Modifications and Amendments. This Subscription Agreement may not be modified, waived or terminated except by an instrument in writing, signed by the party against whom enforcement of such modification, waiver, or termination is sought.

7.7 Waivers and Consents. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Subscription Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

7.8 Assignment. Neither this Subscription Agreement nor any rights that may accrue to Subscriber hereunder (other than the Purchased Securities acquired hereunder, if any) may be transferred or assigned; *provided*, *however*, Subscriber may transfer its rights and obligations hereunder to an affiliate of Subscriber or another investment fund or account managed or advised by the same manager as Subscriber (or a related party or affiliate), *provided*, that no such transfer shall release Subscriber of its obligations hereunder.

7.9 Benefit. Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

7.10 Governing Law. This Subscription Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Subscription Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Subscription Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

7.11 Consent to Jurisdiction; Waiver of Jury Trial. The parties hereto agree to submit any matter or dispute resulting from or arising out of the execution, performance, interpretation, breach or termination of this Agreement to the non-exclusive jurisdiction of federal or state courts within the State of New York. Each of the parties hereto agrees that service of any process, summons, notice or document in the manner set forth in Section 7.4 hereof or in such other manner as may be permitted by applicable law, shall be effective service of process for any proceeding in the State of New York with respect to any matters to which it has submitted to jurisdiction in this Section 7.11. Each of the parties hereto irrevocably and unconditionally agrees that it is subject to, and hereby submits to, the personal jurisdiction of the courts located in the State of New York for any action, suit or proceeding arising out of this Subscription Agreement or the transactions contemplated hereunder and waives any objection to the laying of venue in the United States District Court for the Southern District of New York, or the New York state courts if the federal jurisdictional standards are not satisfied, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY.

7.12 Severability. If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

7.13 No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Subscription Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Subscription Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Subscription Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

7.14 Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Subscription Agreement or in any other agreement, certificate or instrument provided for or contemplated hereby, shall survive the execution and delivery hereof and any investigations made by or on behalf of the parties.

7.15 No Broker or Finder; Expenses. Each of the parties hereto represents and warrants to the other that no broker, finder or other financial consultant has acted on its behalf in connection with this Subscription Agreement or the transactions contemplated hereby in such a way as to create any liability on the other. Each of the parties hereto agrees to indemnify and save the other harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim. Each of the parties hereto shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated hereby.

7.16 Headings and Captions. The headings and captions of the various subdivisions of this Subscription Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

7.17 Counterparts. This Subscription Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. This Subscription Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Subscription Agreement or in any other certificate, agreement or document related to this Subscription Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

7.18 Construction. The words "*include*," "*includes*," and "*including*" will be deemed to be followed by "*without limitation*." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "*this Subscription Agreement*," "*herein*," "*hereof*," "*hereby*," "*hereunder*," and words of similar import refer to this Subscription Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty, or covenant.

7.19 Mutual Drafting. This Subscription Agreement is the joint product of Subscriber and the Company and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

7.20 Several and Not Joint. The obligations of the Subscriber and each Other Subscriber are several and not joint, and Subscriber shall not be responsible in any way for the performance of the obligations of any Other Subscriber. Nothing contained herein or in any Other Subscription Agreement, and no action taken by Subscriber or any Other Subscriber pursuant hereto or thereto, shall be deemed to constitute the Subscriber and any Other Subscriber as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Subscriber and Other Subscribers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated hereby.

8. Disclosure. The Company shall within two (2) business day immediately following the date of this Subscription Agreement, file with the SEC a Current Report on Form 8-K (the "**Form 8-K**") disclosing all material terms of the transactions contemplated by this Subscription Agreement and the Other Subscription Agreements and the Transaction Agreement. The Subscriber hereby acknowledges that the terms of this Subscription Agreement will be disclosed by the Company on the Form 8-K filed and a form of this Subscription Agreement will be filed with the SEC as an exhibit thereto. Except with the express written consent of Subscriber and unless prior thereto the Subscriber shall have executed a written agreement regarding the confidentiality and use of such information, the Company shall not, and shall cause its officers, directors, employees and agents, not to, provide Subscriber with any material, non-public information regarding the Company or the Transaction from and after the filing of the Form 8-K. Notwithstanding anything in this Subscription Agreement to the contrary, each party hereto acknowledges and agrees that (a) without the prior consent of Subscriber, the Company shall not, and shall cause its representatives, including the Placement Agents and their respective representatives, not to, disclose or use the name of Subscriber or its affiliates or advisers, or any information provided by Subscriber in connection herewith, in or for the purpose of any press release, marketing activities or materials or for any similar related purpose, (b) without the prior consent of the other party hereto it will not publicly make reference to such other party or any of its affiliates (a) in connection with the Transaction or this Subscription Agreement (provided that the Subscriber may disclose its entry into this Subscription Agreement and the Purchase Price) or (b) in any press release, promotional materials, media, or similar circumstances, except, in each case, as required by law or regulation or at the request of the Staff of the SEC or regulatory agency or under the regulations of the NYSE, (including in the case of the Company as required by the federal securities law in connection with the Registration Statement, the filing of this Subscription Agreement (or a form of this Subscription Agreement) with the SEC, and the filing of the Schedule 14A and related materials to be filed by the Company with respect to the Transaction), in which case the Company shall provide Subscriber with prior notice of such disclosure.

9. Trust Account Waiver. Subscriber acknowledges that the Company is a blank check company with the powers and privileges to effect a merger, asset acquisition, stock purchase, reorganization or similar business combination involving the Company and one or more businesses or assets. Subscriber further acknowledges that, as described in the Company's prospectus relating to its initial public offering dated April 8, 2021 (the "**Prospectus**") available at www.sec.gov, substantially all of the Company's assets consist of the cash proceeds of Company's initial public offering and private placements of its securities, and substantially all of those proceeds have been deposited in a trust account (the "**Trust Account**") for the benefit of Company, its public shareholders and the underwriters of Company's initial public offering. Except with respect to interest earned on the funds held in the Trust Account that may be released to Company to pay its tax obligations, if any, the cash in the Trust Account may be disbursed only for the purposes set forth in the Prospectus. For and in consideration of the Company entering into this Subscription Agreement, the receipt and sufficiency of which are hereby acknowledged, Subscriber, on behalf of itself and its representatives, hereby irrevocably waives any and all right, title and interest, or any claim of any kind they have or may have in the future, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account as a result of, or arising out of, this Subscription Agreement; *provided, however*, that nothing in this Section 9 shall (x) serve to limit or prohibit the Subscriber's right to pursue a claim against Company for legal relief against assets held outside the Trust Account, for specific performance or other equitable relief, (y) serve to limit or prohibit any claims that the Subscriber may have in the future against Company's assets or funds that are not held in the Trust Account or (z) be deemed to limit any Subscriber's right, title, interest or claim to the Trust Account by virtue of such Subscriber's record or beneficial ownership of securities of the Company acquired by any means other than pursuant to this Subscription Agreement, including but not limited to any redemption right with respect to any such securities of the Company.

[*Signature Page Follows*]

**IN WITNESS WHEREOF**, each of the Company and Subscriber has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

**ALDEL FINANCIAL INC.**

By: _____
Name:
Title:

Accepted and agreed this __th day of [____], 2021.

SUBSCRIBER:

Signature of Subscriber:

By: _____
Name:
Title:

Signature of Joint Subscriber, if applicable:

By: _____
Name:
Title:

**Date**: [•], 2021

Name of Subscriber:

_____
(Please print. Please indicate name and capacity of person signing above)

Name of Joint Subscriber, if applicable:

_____
(Please Print. Please indicate name and capacity of person signing above)

_____
Name in which securities are to be registered (if different from the name of Subscriber listed directly above):

Email Address:

If there are joint investors, please check one:

☐ Joint Tenants with Rights of Survivorship

☐ Tenants-in-Common

☐ Community Property

Subscriber's EIN: _____

Joint Subscriber's EIN: _____

Business Address-Street:

_____

_____
City, State, Zip:

Mailing Address-Street (if different):

_____

_____
City, State, Zip:

Attn:

Telephone No.: _____

Facsimile No.: _____

Attn:

Telephone No.: _____

Facsimile No.: _____

Aggregate Number of Shares: _____
Aggregate Number of Warrants: _____
Aggregate Purchase Price: $_____

You must pay the Purchase Price by wire transfer of U.S. dollars in immediately available funds to the account specified by the Company in the Closing Notice.

**SCHEDULE A**
**ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER**

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

1. ☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") (a "QIB")).

2. ☐ We are subscribing for the Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

*** OR ***

B. ACCREDITED INVESTOR STATUS
(Please check the applicable subparagraphs):

1. ☐ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act, and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor."

2. ☐ We are not a natural person.

*** AND ***

C. AFFILIATE STATUS
(Please check the applicable box) SUBSCRIBER:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company or acting on behalf of an affiliate of the Company.

***This page should be completed by Subscriber***
***and constitutes a part of the Subscription Agreement.***

Rule 501(a), in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an "accredited investor."

☐ 1. Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Exchange Act; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

☐ 2. Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

☐ 3. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

☐ 4. Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐ 5. Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds $1,000,000. For purposes of calculating a natural person's net worth under this category: (a) the person's primary residence shall not be included as an asset; (b) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

☐ 6. Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse, or spousal equivalent, in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ 7. Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person;

☐ 8. Any entity in which all of the equity owners are accredited investors meeting one or more of the above tests.;

☐ 9. Any entity, of a type not listed in categories (1), (2), (3), (7), or (8) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

☐ 10. Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this category, the SEC will consider, among others, the following attributes: (i) the certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution, (ii) the examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing, (iii) persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment and (iv) an indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable;

☐ 11. Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

☐ 12. Any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (i) With assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

☐ 13. Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in the prior category and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) thereunder.

Schedule B

Warrant Terms

| | |
|---|---|
| **Issuer:** | Aldel Financial, Inc. (to be re-named Hagerty, Inc. following the Transaction) |
| **Number of Warrants Issued:** | The number of warrants issued will be equal to 18.00% of the number of shares issued as a result of the PIPE investment |
| **Strike Price:** | $11.50 |
| **Exercise Period:** | Warrants become exercisable starting 30 days after issuance / the completion of the business combination |
| **Term / Expiry Date:** | Five (5) years after the completion of the Transaction or earlier upon redemption (see below) |
| **Exercise Mechanics:** | Cashless exercise at any time prior to expiration<br><br>Each whole warrant will be exercisable for one share of Class A common stock |
| **Redemption:** | Once the warrants become exercisable, the Issuer may redeem any warrants outstanding after the 30-day redemption period (defined below) for cash:<br>• if the closing price of the Class A common stock equals or exceeds $18.00 per share for any 20 trading days within a 30- trading day period;<br>• at a price of $0.01 per warrant;<br>• in whole and not in part; and<br>• upon a minimum of 30 days' prior written notice of redemption (the 30-day redemption period) |
| **Lock-Up** | No lock-up |

**Exhibit 10.2**

**SPONSOR SUPPORT AGREEMENT**

This SPONSOR SUPPORT AGREEMENT, dated as of August 17, 2021 (this "Agreement"), is entered into by and among the stockholders listed on Exhibit A hereto (each, a "Stockholder"), The Hagerty Group LLC, a Delaware limited liability company (the "Company") and Aldel Financial Inc., a Delaware corporation ("Buyer"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Business Combination Agreement (as defined below).

WHEREAS, Buyer, Aldel Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Buyer ("Merger Sub"), and the Company are parties to that certain Business Combination Agreement dated as of the date hereof, as amended, modified or supplemented from time to time (the "Business Combination Agreement") which provides, among other things, that, upon the terms and subject to the conditions thereof, Merger Sub will be merged with and into the Company (the "Merger"), with the Company surviving the Merger;

WHEREAS, as of the date hereof, each Stockholder owns the number of shares of class A common stock, par value $0.0001 per share, and class B common stock, par value $0.0001 per share, of Buyer set forth on Exhibit A (all such shares, or any successor shares of Buyer of which ownership of record or the power to vote is hereafter acquired by the Stockholder prior to the termination of this Agreement being referred to herein as the "Shares"); and

WHEREAS, in order to induce the Company, to enter into the Business Combination Agreement, each Stockholder is executing and delivering this Agreement to the Company.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Agreement to Vote. During the period commencing on the date hereof and ending on the earlier to occur of (a) the Effective Time, and (b) such date and time as the Business Combination Agreement shall be terminated in accordance with Section 10.1 thereof (the "Expiration Time"), each Stockholder, with respect to its Shares, hereby irrevocably agrees to (1) appear at any meeting of the stockholders of Buyer (a "Buyer Stockholders' Meeting") in person or proxy or otherwise cause the Shares to be counted as present thereat for the purpose of establishing a quorum, and (2) vote, or cause to be voted or consented at a Buyer Stockholders' Meeting, or in any action by written consent of the stockholders, all of the Shares owned as of the record date for such meeting (a) in favor of the approval and adoption of the Business Combination Agreement, the transactions contemplated by the Business Combination Agreement and this Agreement, (b) in favor of any other matter reasonably necessary to the consummation of the transactions contemplated by the Business Combination Agreement and considered and voted upon by the stockholders of Buyer, (c) in favor of the approval of the Buyer Proposals (as defined in the Business Combination Agreement), (d) against the approval of any merger, purchase of all or substantially all of the Company's assets or other business combination transaction (other than the Business Combination Agreement and the Transactions) or against any proposal, action or agreement that would (i) impede, frustrate, prevent or nullify any provision of this Agreement, the Business Combination Agreement or the Transactions, (ii) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of the Buyer or Merger Sub under the Business Combination Agreement or (iii) result in any of the conditions set forth in Article IX of the Business Combination Agreement not being fulfilled, and (e) against any amendment of the certificate of incorporation or bylaws of Buyer or any change in Buyer's capitalization, corporate structure or business other than as contemplated by the Business Combination Agreement. Each Stockholder acknowledges receipt and review of a copy of the Business Combination Agreement. The obligations of each Stockholder specified in this Section 1 shall apply whether or not the Merger or any action described above is recommended by Buyer's Board of Directors.

Each Stockholder hereby agrees that it shall not commit or agree to take any action inconsistent with the foregoing. Nothing in this Agreement shall be deemed to impose any obligation or limitation on votes or actions taken by any director, officer, employee or agent of any Stockholder or by any Stockholder that is a natural person, in each case, in his or her capacity as a director or officer of Buyer. Each Stockholder is executing this Agreement solely in such capacity as a record or beneficial holder of Shares.

2. Redemptions Rights; Waiver Conversion Ratios. Each Stockholder further agrees that it will (i) not exercise its right to redeem all or a portion of such Stockholder's Shares (in connection with the Transactions or otherwise) as set forth in the organizational documents of Buyer and (ii) waive any adjustment to the conversion ratio set forth in Buyer's organizational documents.

3. Transfer of Shares. Hereafter until the Expiration Time, each Stockholder agrees that it shall not, directly or indirectly, (a) sell, assign, transfer (including by operation of law), allow the creation of a lien, pledge, distribute, dispose of or otherwise encumber any of the Shares, either voluntarily or involuntarily (collectively, "Transfer"), or otherwise agree or offer to do any of the foregoing, (b) deposit any Shares into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement, (c) enter into any contract, option or other arrangement or undertaking with respect to the direct or indirect acquisition or sale, assignment, transfer (including by operation of law) or other disposition of any Shares, (d) establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any Shares, (e) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Share, (f) take any action that would have the effect of preventing or disabling Stockholder from performing its obligations hereunder or (g) publicly announce any intention to effect any transaction specified in this Section 3; provided, that, Transfers by a Stockholder are permitted to an affiliate of such Stockholder (a "Permitted Transfer"); provided, further, that any Permitted Transfer shall be permitted only if, as a precondition to such Transfer, the transferee also agrees in a writing, reasonably satisfactory in form and substance to the Company, to assume all of the obligations of the Stockholder under, and be bound by all of the terms of, this Agreement; provided, further, that any Transfer permitted under this Section 3 shall not relieve the Stockholder of its obligations under this Agreement. Any Transfer in violation of this Section 3 with respect to the Stockholder's Shares shall be null and void. Nothing in this Agreement shall prohibit direct or indirect transfers of equity or other interests in a Stockholder.

4. Representations and Warranties. Each Stockholder, severally and not jointly, represents and warrants for and on behalf of itself to the Company as follows:

(a) The execution, delivery and performance by Stockholder of this Agreement and the consummation by Stockholder of the transactions contemplated hereby do not and will not (i) conflict with or violate any Law applicable to Stockholder, (ii) require any consent, approval or authorization of, declaration, filing or registration with, or notice to, any person or entity, (iii) result in the creation of any Lien on any Shares (other than pursuant to this Agreement or transfer restrictions under applicable securities laws or the organization documents of Stockholder) or (iv) conflict with or result in a breach of or constitute a default under any provision of Stockholder's organizational documents.

(b) Stockholder is the only record and a beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of and has good, valid and marketable title to the Shares free and clear of any Lien (other than (i) pursuant to this Agreement or (ii) transfer restrictions under applicable securities Laws) and has the sole power (as currently in effect) to vote the Shares and has not entered into any voting agreement or voting trust with respect to any of the Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement. Stockholder has the full right, power and authority to sell, transfer and deliver such Shares, and Stockholder does not own, directly or indirectly, any other Shares, other than Buyer Warrants held by Stockholder (if any).

(c) Stockholder is a natural person or a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of the jurisdiction of its organization has the power, authority and capacity to execute, deliver and perform this Agreement, has not entered into any agreement or undertaking that would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement and that this Agreement has been duly authorized, executed and delivered by Stockholder. This Agreement, assuming due authorization, execution and delivery hereof by the Company and the Buyer, constitutes a legal, valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles).

(d) As of the date of this Agreement, there is no action, proceeding or, to the Stockholder's knowledge, investigation pending against the Stockholder or, to the knowledge of the Stockholder, threatened against the Stockholder that questions the beneficial or record ownership of the Stockholder's Shares, the validity of this Agreement or the performance by the Stockholder of its obligations under this Agreement.

(e) Stockholder understands and acknowledges that the Company is entering into the Business Combination Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

(f) Except as disclosed in the Prospectus, no investment banker, broker, finder or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which Buyer, Merger Sub or the Company is or will be liable in connection with the transactions contemplated hereby based upon arrangements made by or, to the knowledge of the Stockholder, on behalf of the Stockholder.

5. New Shares. In the event that, during the period commencing on the date hereof and ending at the Expiration Time, (a) any Shares are issued to Stockholder after the date of this Agreement pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or otherwise, (b) a Stockholder purchases or otherwise acquires beneficial ownership of any Shares or (c) a Stockholder acquires the right to vote or share in the voting of any Shares (collectively the "New Securities"), then such New Securities acquired or purchased by such Stockholder shall be subject to the terms of this Agreement to the same extent as if they constituted the Shares owned by such Stockholder as of the date hereof.

6. No Challenges. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Buyer, Merger Sub, the Company or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or the Business Combination Agreement or (b) alleging a breach of any fiduciary duty of any person in connection with the evaluation, negotiation or entry into the Business Combination Agreement.

7. Termination. This Agreement and the obligations of Stockholder under this Agreement shall automatically terminate upon the earliest of: (a) the Effective Time; (b) the termination of the Business Combination Agreement in accordance with its terms; and (c) the mutual agreement of the Company and Buyer. Upon termination or expiration of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, such termination or expiration shall not relieve any party from liability for any willful breach of this Agreement occurring prior to its termination.

8. Miscellaneous.

(a) Except as otherwise provided herein or in any Transaction Document, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the transactions contemplated hereby are consummated.

(b) All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by telecopy or e-mail or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8(b)):

If to Stockholder:

To such Stockholder's address set forth in Exhibit A.
with copies to (which shall not constitute notice):

Loeb & Loeb
345 Park Avenue, 19th Floor
New York, NY 10154
Attention: Mitchell S. Nussbaum, Esq.
E-mail: mnussbaum@loeb.com

If to the Company, to:

The Hagerty Group, LLC
P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Barbara Matthews
E-mail: bmatthews@hagerty.com

with a copy to (which shall not constitute notice):

Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Attention: Sean Keyvan; William Howell; Jonathan Blackburn
E-mail: skeyvan@sidley.com; bhowell@sidley.com; jblackburn@sidley.com

If to Buyer, to:

Aldel Financial Inc.
105 S Maple Street
Itasca, IL 60143
Attention: Hassan Baqar
Email: hbaqar@sequoiafin.com

with a copy to (which shall not constitute notice):

Loeb & Loeb LLP
345 Park Avenue, 19th Floor
New York, NY 10154
Attention: Mitchell S. Nussbaum, Esq.
Email: mnussbaum@loeb.com

(c) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect 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 determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(d) This Agreement and the Business Combination Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise).

(e) This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction. All actions, suits or proceedings (collectively, "Action") arising out of or relating to this Agreement shall be heard and determined exclusively in any federal or state court having jurisdiction within the State of Delaware. The parties hereto hereby (i) submit to the exclusive jurisdiction of federal or state courts within the State of Delaware for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated hereunder may not be enforced in or by any of the above-named courts.

(g) The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal or state court within the State of Delaware without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Agreement. Each of the parties further waives (i) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement to post security or a bond as a prerequisite to obtaining equitable relief.

(h) This Agreement may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

(i) Each Stockholder shall execute and deliver, or cause to be delivered, such additional documents, and take, or cause to be taken, all such further actions and do, or cause to be done, all things reasonably necessary (including under applicable Laws), or reasonably requested by Buyer or the Company, to effect the actions and consummate the Merger and the other transactions contemplated by this Agreement and the Business Combination Agreement (including the Transactions), in each case, on the terms and subject to the conditions set forth therein and herein, as applicable.

(j) This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by Buyer, the Company and each Stockholder.

(k) This Agreement shall not be effective or binding upon Stockholder until such time as the Business Combination Agreement is executed by each of the parties thereto.

(l) If, and as often as, there are any changes in Buyer by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means, equitable adjustment shall be made to the provisions of this Agreement as may be required so that the rights, privileges, duties and obligations hereunder shall continue with respect to Stockholder and the Shares as so changed.

(m) Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each of the parties hereto (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (ii) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the transactions contemplated hereby, as applicable, by, among other things, the mutual waivers and certifications in this Section 8(m).

(n) Stockholder hereby authorizes Buyer and the Company to publish and disclose in any disclosure required by the United States Securities and Exchange Commission the Stockholder's identity and beneficial ownership of the Shares and the nature of the Stockholder's obligations under this Agreement.

[remainder of page intentionally left blank]

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

STOCKHOLDERS:

ALDEL INVESTORS LLC

By: /s/ Robert Kauffman
Name: Robert Kauffman
Title: Manager

ALDEL LLC

By: /s/ Robert Kauffman
Name: Robert Kauffman
Title: Manager

/s/ Robert Kauffman
Robert Kauffman

/s/ D. Kyle Cerminara
D. Kyle Cerminara

/s/ Martin Friedman
Martin Friedman

/s/ Charles Nearburg
Charles Nearburg

/s/ Mark Love
Mark Love

/s/ Hassan Baqar
Hassan Baqar

*Signature Page to Sponsor Letter Agreement*

/s/ Larry Swets, Jr.
Larry Swets, Jr.

COMPANY:

THE HAGERTY GROUP LLC

By: /s/ McKeel Hagerty
Name: McKeel Hagerty
Title: Chief Executive Officer

BUYER:

ALDEL FINANCIAL INC.

By: /s/ Hassan Baqar
Name: Hassan Baqar
Title: Chief Financial Officer

Exhibit A
Stockholders

| Stockholder | Number of Shares of Class A Common Stock | Number of Shares of Class B Common Stock | Address for Notices |
|---|---|---|---|
| Aldel Investors LLC | 515,000 | 2,200,000 | |
| Aldel LLC | 1,500,000 | 0 | |
| Robert Kauffman | 0 | 25,000 | |
| D. Kyle Cerminara | 0 | 25,000 | |
| Martin Friedman | 0 | 25,000 | |
| Charles Nearburg | 0 | 25,000 | |
| Mark Love | 0 | 25,000 | |
| Hassan Baqar | 0 | 25,000 | |
| Larry Swets, Jr. | 0 | 25,000 | |
| Total | 2,015,000 | 2,375,000 | |

**Exhibit 10.3**

**AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT**

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of August 17, 2021, is made and entered into by and among Aldel Financial Inc., a Delaware corporation (the "***Company***"), Aldel Investors LLC, a Delaware limited liability company (the "***Sponsor***"), FG SPAC Partners LP, a Delaware limited partnership affiliated with certain of the Sponsor's directors, ThinkEquity, a division of Fordham Financial Management, Inc. ("***ThinkEquity***"), Hagerty Holding Corp., a Delaware close corporation ("***HHC***"), Markel Corporation, a Virginia corporation ("***Markel***" and, together with HHC, the *"**Hagerty Holders**"*), State Farm Mutual Automobile Insurance Company, an Illinois-domiciled mutual insurance company ("***State Farm***"), and the undersigned parties listed on the signature page hereto under "Holders," including Robert Kauffman, D. Kyle Cerminara, Martin Friedman, Charles Nearburg, Hassan R. Baqar, Larry G. Swets, Jr. and Mark Love, (each such party, together with the Sponsor, FG SPAC Partners LP, ThinkEquity, State Farm and the Hagerty Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, a "***Holder***" and collectively the "***Holders***").

**RECITALS**

**WHEREAS**, as of August 18, 2021, the Company has 12,072,500 shares of Class A common stock, par value $0.0001 per share ("***Class A Common Stock***") and 2,875,000 shares of Class B common stock, par value $0.0001 per share (the "***Founder Shares***"), issued and outstanding;

**WHEREAS**, the Founder Shares are convertible into shares of the Company's Class A Common Stock, on the terms and conditions provided in the Company's second amended and restated certificate of incorporation;

**WHEREAS**, the Sponsor and FG SPAC Partners LP hold 2,200,000 and 500,000 Founder Shares, respectively;

**WHEREAS**, each of Robert Kauffman, D. Kyle Cerminara, Martin Friedman, Charles Nearburg, Hassan R. Baqar, Larry G. Swets, Jr., and Mark Love own 25,000 Founder Shares (175,000 Founder Shares in aggregate);

**WHEREAS**, the Sponsor and FG SPAC Partners LP each hold 650,000 (aggregate 1,300,000) private placement warrants, each exercisable to purchase one share of Class A Common Stock at a price of $15.00 per share (the "***OTM Warrants***");

**WHEREAS**, the Sponsor additionally holds 515,000 private units (the "***Private Units***"), each consisting of one share of Class A Common Stock (the "***Private Shares***") and one-half of one private placement warrant, each such whole warrant exercisable to purchase one share of Class A Common Stock at a price of $11.50 per share (the "***Private Warrants***" and, the Private Warrants together with the OTM Warrants, the "***Private Placement Warrants***");

**WHEREAS**, ThinkEquity holds 57,500 private units (the "***Underwriter Units***"), each consisting of one share of Class A Common Stock (the "***Underwriter Shares***") and one-half of one private placement warrant, each such whole warrant exercisable to purchase one share of Class A Common Stock at a price of $11.50 per share (the "***Underwriter Warrants***");

**WHEREAS**, on April 8, 2021, the Company, the Sponsor, FG SPAC Partners LP, ThinkEquity and certain other parties entered into a Registration Rights Agreement (the "***Original Agreement***"), pursuant to which the Company granted to the Holders certain registration rights with respect to certain securities of the Company;

**WHEREAS**, upon the closing of the transactions (such transactions, the "***Transactions***") contemplated by that certain Business Combination Agreement, dated as of August 17, 2021 (the "***Merger Agreement***"), by and among the Company, Aldel Merger Sub LLC, a Delaware limited liability company ("***Merger Sub***"), and The Hagerty Group, LLC, a Delaware limited liability company ("***Hagerty***"), Hagerty shall be merged with Merger Sub, with Hagerty being the surviving entity ("***Hagerty OpCo***");

**WHEREAS**, concurrently with the merger, the equity interests of Hagerty shall, in the case of HHC, be converted into the right to receive cash, units of equity interests of Hagerty OpCo ("***Units***") and shares of Class V common stock, par value $0.0001 per share ("***Class V Common Stock***") and, in the case of Markel, be converted into the right to receive Units and shares of Class V Common Stock;

**WHEREAS**, pursuant to the Merger Agreement, the Company, HHC and Markel will enter into that certain Exchange Agreement (the "***Exchange Agreement***"), pursuant to which the Company will issue to HHC or Markel, as applicable, one share of Class A Common Stock in exchange for each Unit and share of Class V Common Stock upon the terms and conditions set forth in the Exchange Agreement;

**WHEREAS**, on the date hereof**,** upon the closing of the Transactions, the Founder Shares will be converted into shares of Class A Common Stock, on the terms and conditions provided in the Company's second amended and restated certificate of incorporation;

**WHEREAS**, on the date hereof, Markel, State Farm and certain other investors (such investors, collectively, the "***Third Party Investors***") agreed to purchase an aggregate of 70,385,000 shares of Class A Common Stock (the "***PIPE Shares***") and 12,669,300 warrants to purchase Class A Common Stock (the "***PIPE Warrants***") pursuant to each Third Party Investor's Subscription Agreement, each dated as of August 17, 2021, entered into by and between the Company and each Third Party Investor (each a "***Subscription Agreement***" and such transaction, the "***PIPE***"); and

**WHEREAS**, in connection with the purchase of the PIPE Shares and the PIPE Warrants and the consummation of the Transactions, the Company and the Holders desire to amend and restate the Original Agreement in order to provide the Holders with registration rights on the terms set forth herein.

**NOW**, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

## ARTICLE I
## DEFINITIONS

**1.1** Definitions. The terms defined in this *Article I* shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or principal financial officer of the Company, after consultation with counsel to the Company, (a) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (b) would not be required to be made at such time if the Registration Statement were not being filed, and (c) the Company has a bona fide business purpose for not making such information public.

"***Agreement***" shall have the meaning given in the Preamble.

"***Board***" shall mean the Board of Directors of the Company.

"***Business Day***" shall mean any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York, New York.

"***Class A Common Stock***" shall have the meaning given in the Recitals hereto.

"***Class V Common Stock***" shall have the meaning given in the Recitals hereto.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Company***" shall have the meaning given in the Preamble.

"***Demand Exercise Notice***" shall have the meaning given in subsection 2.1.2.

"***Demand Registration***" shall have the meaning given in subsection 2.1.2.

"***Demand Registration Period***" shall have the meaning given in subsection 2.1.2.

"***Demand Registration Request***" shall have the meaning given in subsection 2.1.2.

"***Demanding Holder***" shall have the meaning given in subsection 2.1.1.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Filing Date***" shall have the meaning given in subsection 2.1.1.

"***Form S-3***" shall mean Form S-3 for the registration of securities under the Securities Act promulgated by the Commission.

"***Form S-4***" shall mean Form S-4 for the registration of securities under the Securities Act promulgated by the Commission.

"***Founder Shares***" shall have the meaning given in the Recitals hereto and shall be deemed to include the shares of Class A Common Stock issuable upon conversion thereof.

"***Founder Shares Lock-up Period***" shall mean, with respect to the Founder Shares, the period ending on (a) with respect to 50% of the Founder Shares, the earlier of (i) one year following the Merger Closing Date and (ii) the date on which the closing price of the Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations and recapitalizations) for any twenty (20) trading days within any 30-day trading period commencing after the Merger Closing Date or (b) with respect to the remaining fifty percent (50%) of the Founder Shares, the date that is one year following the Merger Closing Date.

"***Hagerty***" shall have the meaning given in the Recitals hereto.

"***Hagerty OpCo***" shall have the meaning given in the Recitals hereto.

"***Holders***" shall have the meaning given in the Preamble hereto.

"***Initiating Holders***" shall have the meaning given in subsection 2.1.2.

"***Insider Letter***" shall mean that certain letter agreement, dated as of April 8, 2021, by and among the Company, the Sponsor, FG SPAC Partners LP, and each of the Company's senior advisor to the board of directors, officers, directors and director nominees.

"***Lock-Up Agreement***" shall have the meaning given in the Merger Agreement.

"***Major Investors***" means HHC, Markel and State Farm.

"***Maximum Number of Securities***" shall have the meaning given in subsection 2.1.3.

"***Merger Agreement***" shall have the meaning given in the Recitals hereto.

"***Merger Closing Date***" shall mean the date on which the Transactions are consummated in accordance with the Merger Agreement.

"***Minimum Demand Threshold***" shall mean $25,000,000.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus (in the light of the circumstances under which they were made) not misleading.

"***Original Agreement***" shall have the meaning given in the Recitals hereto.

"***OTM Warrants***" shall have the meaning given in the Recitals hereto.

"***Permitted Transferees***" shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the Founder Shares Lock-up Period, Private Placement Lock-up Period, Underwriter Lock-up Period, Seller Lock-Up Period, or any other lock-up period, as the case may be, under the Insider Letter, the Lock-Up Agreement, this Agreement and any other applicable agreement between such Holder and the Company, and to any transferee thereafter.

"***Piggyback Registration***" shall have the meaning given in subsection 2.2.1.

"***PIPE***" shall have the meaning given in the Recitals hereto.

"***PIPE Shares***" shall have the meaning given in the Recitals hereto.

"***PIPE Warrants***" shall have the meaning given in the Recitals hereto.

"***Private Placement Lock-up Period***" shall mean, with respect to Private Units and Private Placement Warrants that are held by the initial purchasers of such Private Placement Warrants and Private Units or their Permitted Transferees, the Private Units, the securities underlying such Private Units, the Private Placement Warrants, the shares of Class A Common Stock issuable upon the exercise or conversion of the Private Placement Warrants and that are held by the initial purchasers of the Private Placement Warrants or their Permitted Transferees the period ending thirty (30) days after the Merger Closing Date.

"***Private Units***" shall have the meaning given in the Recitals hereto.

"***Private Placement Warrants***" shall have the meaning given in the Recitals hereto.

"***Private Shares***" shall have the meaning given in the Recitals hereto.

"***Private Warrants***" shall have the meaning given in the Recitals hereto.

"***Pro Rata***" shall have the meaning given in subsection 2.1.3.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) the Founder Shares and the shares of Class A Common Stock issued or issuable upon the conversion of the Founder Shares, (b) the OTM Warrants (including any shares of Class A Common Stock issued or issuable upon the exercise of the OTM Warrants), (c) the Underwriter Units (including the Underwriter Shares, the Underwriter Warrants and any shares of Class A Common Stock issued or issuable upon the exercise of the Underwriter Warrants), (d) the Private Units (including the Private Shares, the Private Warrants and any shares of Class A Common Stock issued or issuable upon the exercise of the Private Warrants), (e) the PIPE Shares, (f) the PIPE Warrants and any shares of Class A Common Stock issued or issuable upon the exercise of the PIPE Warrants, (g) the shares of Class V Common Stock issued or issuable in connection with the Transactions and the shares of Class A Common Stock issued or issuable pursuant to the Exchange Agreement and (h) any other equity security of the Company issued or issuable with respect to any such share of Class A Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (ii) such securities shall have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iii) such securities shall have ceased to be outstanding; (iv) such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) (but with no volume or other restrictions or limitations); or (v) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"***Registration Expenses***" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(a) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Class A Common Stock is then listed;

(b) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(c) printing, messenger, telephone and delivery expenses;

(d) reasonable fees and disbursements of counsel for the Company;

(e) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration;

(f) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders initiating a Demand Registration to be registered for offer and sale in the applicable Registration; and

(g) the costs and expenses of the Company and any of its officers, directors, counsel or other representatives in connection with presentations or meetings undertaken in connection with the offering of the Registrable Securities, including, without limitation, expenses associated with the production of road show slides and graphics and the production and hosting of any electronic road shows, fees and expenses of any consultants engaged in connection with road show presentations, and travel, lodging, transportation, and other expenses of the officers, directors, counsel and other representatives of the Company incurred in connection with any such presentations or meetings.

"***Registration Statement***" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Requesting Holder***" shall have the meaning given in subsection 2.1.1.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Seller Lock-up Period***" shall mean, with respect to shares of Class V Common Stock that are issued in connection with the closing of the Transaction and any shares of Class A Common Stock received in exchange for such shares of Class V Common Stock pursuant to the Exchange Agreement are issued in connection with the closing of the Transaction, the period ending on the earlier of (a) the expiration of the Founder Shares Lock-up Period and (b) one hundred eighty (180) days from the Merger Closing Date.

"***Shelf Registrable Securities***" shall have the meaning given in subsection 2.1.1(b).

"***Shelf Registration Statement***" shall have the meaning given in subsection 2.1.1(a).

"***Shelf Underwriting***" shall have the meaning given in subsection 2.1.1(b).

"***Shelf Underwriting Notice***" shall have the meaning given in subsection 2.1.1(b).

"***Shelf Underwriting Request***" shall have the meaning given in subsection 2.1.1(b).

"***Sponsor***" shall have the meaning given in the Recitals hereto.

"***Third Party Investors***" shall have the meaning given in the Recitals hereto.

"***Transactions***" shall have the meaning given in the Recitals hereto.

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwriter Lock-up Period***" shall mean, with respect to the Underwriter Units and the securities underlying such Underwriter Units that are held by ThinkEquity or its Permitted Transferees, the period ending after the completion of the Merger Closing Date.

"***Underwriter Shares***" shall have the meaning given in the Recitals hereto.

"***Underwriter Units***" shall have the meaning given in the Recitals hereto.

"***Underwriter Warrants***" shall have the meaning given in the Recitals hereto.

"***Underwritten Block Trade***" shall have the meaning given in Section 2.1.1(b).

"***Underwritten Registration***" or "***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

## ARTICLE II
## REGISTRATIONS

**2.1** Demand Registration.

**2.1.1** Shelf Registration Statement.

(a) As soon as practicable but no later than twenty (20) Business Days after the Merger Closing Date (the "***Filing Date***"), the Company shall prepare and file with (or confidentially submit to) the Commission a shelf registration statement under Rule 415 of the Securities Act (such registration statement, a "***Shelf Registration Statement***") covering the resale of all the Registrable Securities (determined as of two (2) Business Days prior to such filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf Registration Statement declared effective as soon as practicable after the filing thereof and no later than the earlier of (i) the ninetieth ($90^{th}$) calendar day (or one-hundred twentieth ($120^{th}$) calendar day if the Commission notifies the Company that it will "review" the Registration Statement) following the date hereof and (ii) the tenth ($10^{th}$) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review. Such Shelf Registration Statement shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall use its commercially reasonable efforts to maintain the Shelf Registration Statement in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments supplements and new registration statements as contemplated by Rule 415(a)(6) as may be necessary to keep a Shelf Registration Statement continuously effective, available for use to permit all Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities.

(b) Subject to Section 2.3 and Section 2.4, the Holders may make a written demand from time to time to elect to sell all or any part of their Registrable Securities (the "***Demanding Holders***"), subject to the requirement that either (i) such Holders hold at least fifteen percent (15%) of the then-outstanding number of Registrable Securities or (i) the total offering price is reasonably expected to equal or exceed, in the aggregate, the Minimum Demand Threshold, pursuant to an Underwritten Offering pursuant to the Shelf Registration Statement, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof. The Demanding Holders shall make such election by delivering to the Company a written request (a "***Shelf Underwriting Request***") for such Underwritten Offering specifying the number of Registrable Securities that the Demanding Holders desire to sell pursuant to such Underwritten Offering (the "***Shelf Underwriting***"). As promptly as practicable, but no later than two (2) Business Days after receipt of a Shelf Underwriting Request, the Company shall give written notice (the "***Shelf Underwriting Notice***") of such Shelf Underwriting Request to the Holders of record of other Registrable Securities registered on such Shelf Registration Statement ("***Shelf Registrable Securities***"). The Company, subject to Section 2.1.3, shall include in such Shelf Underwriting (i) the Registrable Securities of the Demanding Holders and (ii) the Shelf Registrable Securities of any other Holder of Shelf Registrable Securities which shall have made a written request to the Company for inclusion in such Shelf Underwriting (which request shall specify the maximum number of Shelf Registrable Securities intended to be disposed of by such Holder) within five (5) calendar days after the receipt of the Shelf Underwriting Notice. The Company shall, as expeditiously as possible (and in any event within ten (10) Business Days after the receipt of a Shelf Underwriting Request), but subject to Section 2.3, use its commercially reasonable efforts to effect such Shelf Underwriting. The Company shall, at the request of any Demanding Holders, file any prospectus supplement or, if the applicable Shelf Registration Statement is an automatic shelf registration statement, any post-effective amendments and otherwise take any action necessary to include therein all disclosure and language deemed necessary or advisable by the Demanding Holders or any other Holder of Shelf Registrable Securities to effect such Shelf Underwriting. Once a Shelf Registration Statement has been declared effective, each Demanding Holder may request, and the Company shall be required to facilitate, an aggregate of four (4) Shelf Underwritings pursuant to this subsection 2.1.1(b) with respect to any or all Registrable Securities; provided, however, that a Shelf Underwriting shall not be counted for such purposes unless a Registration Statement has become effective and all of the Registrable Securities requested by such Demanding Holder to be registered in such Shelf Underwriting have been sold; and provided, further, that the number of Shelf Underwritings the Demanding Holders shall be entitled to request shall be reduced by each Demand Registration effected for such Demanding Holder pursuant to Section 2.1.2; and provided, further, that each Major Investor shall be entitled to demand at least one Shelf Underwriting. Notwithstanding the foregoing, if a Demanding Holder wishes to engage in an underwritten block trade or similar transaction or other transaction with a two (2)-day or less marketing period (collectively, "***Underwritten Block Trade***") off of a Shelf Registration Statement, then notwithstanding the foregoing time periods, such Demanding Holder only needs to notify the Company of the Underwritten Block Trade two (2) Business Days prior to the day such offering is to commence and the Holders of record of other Registrable Securities shall not be entitled to notice of such Underwritten Block Trade and shall not be entitled to participate in such Underwritten Block Trade; provided, however, that the Demanding Holder requesting such Underwritten Block Trade shall use commercially reasonable efforts to work with the Company and the underwriters prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Underwritten Block Trade. A majority-in-interest of the Demanding Holders shall have the right to select the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks), subject to the Company's prior written approval (which shall not be unreasonably withheld, conditioned or delayed).

**2.1.2** Other Demand Registration. At any time that a Shelf Registration Statement provided for in Section 2.1.1(a) is not available for use by the Holders following such Shelf Registration Statement being declared effective by the Commission (a "***Demand Registration Period***"), subject to this Section 2.1.2 and Section 2.3 and Section 2.4, at any time and from time to time during such Demand Registration Period, the Demanding Holders shall have the right to make a written demand to effect one or more registration statements under the Securities Act covering all or any part of their Registrable Securities, with a total offering price reasonably expected to equal or exceed, in the aggregate, the Minimum Demand Threshold, by delivering a written demand therefor to the Company, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof. Any such request by any Demanding Holder pursuant to this subsection 2.1.2 is referred to herein as a "***Demand Registration Request***," and the registration so requested is referred to herein as a "***Demand Registration***" (with respect to any Demand Registration, the Demanding Holders making such demand for registration being referred to as the "***Initiating Holders***"). Subject to Section 2.3, the Demanding Holders shall be entitled to request (and the Company shall be required to effect) an aggregate of four (4) Demand Registrations in any twelve (12)-month period pursuant to this subsection 2.1.2 with respect to any or all Registrable Securities; provided, however, that a Demand Registration shall not be counted for such purposes unless a Registration Statement has become effective and all of the Registrable Securities requested by the Demanding Holders to be registered on behalf of the Demanding Holders in such Demand Registration have been sold; provided, further, that the number of Demand Registrations the Demanding Holders shall be entitled to request shall be reduced by each Shelf Underwriting effected for such Demanding Holder pursuant to subsection 2.1.1(b). The Company shall give written notice (the "***Demand Exercise Notice***") of such Demand Registration Request to each of the Holders of record of Registrable Securities as promptly as practicable but no later than two (2) Business Days after receipt of the Demand Registration Request. The Company, subject to Sections 2.3 and 2.4, shall include in a Demand Registration (a) the Registrable Securities of the Initiating Holders and (b) the Registrable Securities of any other Holder of Registrable Securities which shall have made a written request to the Company for inclusion in such registration pursuant to Section 2.1.2 (which request shall specify the maximum number of Registrable Securities intended to be disposed of by such Holder) within five (5) calendar days following the receipt of any such Demand Exercise Notice. The Company shall, as expeditiously as possible, but subject to Section 2.3, use its commercially reasonable best efforts to (i) file or confidentially submit with the Commission (no later than (A) sixty (60) days from the Company's receipt of the applicable Demand Registration Request if the Demand Registration is on Form S-4 or similar long-form registration or (B) thirty (30) days from the Company's receipt of the applicable Demand Registration Request if the Demand Registration is on Form S-3 or any similar short-form registration), (ii) cause to be declared effective as soon as reasonably practicable such registration statement under the Securities Act that includes the Registrable Securities that the Company has been so requested to register, for distribution in accordance with the intended method of distribution and (iii) if requested by the Initiating Holders, obtain acceleration of the effective date of the registration statement relating to such registration.

**2.1.3** Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration pursuant to a Shelf Underwriting or Demand Registration, in good faith, advises the Company, the Demanding Holders and any other Holders participating in the Underwritten Registration (if any) (the "***Requesting Holders***") in writing that the dollar amount or number of Registrable Securities that such Holders desire to sell, taken together with all other Class A Common Stock or other equity securities that the Company desires to sell and the Class A Common Stock, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights entered into after the date hereof held by any other stockholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering, as follows: (a) the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Registration (such proportion is referred to herein as "***Pro Rata***")) that can be sold without exceeding the Maximum Number of Securities; (b) to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Registrable Securities of Holders (Pro Rata, based on the respective number of Registrable Securities that each Holder has so requested) exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof, without exceeding the Maximum Number of Securities; and (c) to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Class A Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (d) to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a), (b) and (c), the Class A Common Stock or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements entered into after the date hereof with such persons and that can be sold without exceeding the Maximum Number of Securities.

**2.1.4** Demand Registration Withdrawal. A majority-in-interest of the Demanding Holders initiating a Shelf Underwriting or Demand Registration, pursuant to a Registration under subsections 2.1.1 or 2.1.2 shall have the right to withdraw from a Registration pursuant to such Shelf Underwriting or Demand Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Registration prior to (a) in the case of a Shelf Underwriting, the filing of a preliminary prospectus supplement setting forth the terms of the Underwritten Offering with the Commission and (b) in the case of a Demand Registration, the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration; provided, that so long as it holds fifty percent (50%) or more of the voting power of the Company, HHC may elect to have the Company continue an Underwritten Offering if the Minimum Demand Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Offering by HHC or its Permitted Transferees. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to a Shelf Underwriting or Demand Registration prior to its withdrawal under this subsection 2.1.4.

**2.2** Piggyback Registration.

**2.2.1** Piggyback Rights. If, at any time on or after the date hereof, the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, pursuant to Section 2.1 hereof), other than a Registration Statement (a) filed in connection with any employee stock option or other benefit plan, (b) for an exchange offer or offering of securities solely to the Company's existing stockholders, (c) for an offering of debt that is convertible into equity securities of the Company or (d) for a dividend reinvestment plan, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement, which notice shall (i) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (ii) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such Registration a "***Piggyback Registration***"). The Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company; provided, that no Holder shall be required to make any representations or warranties, or provide any indemnity or legal opinion, regarding the Company, any other Holder or any other matter not pertaining specifically to such Holder.

**2.2.2** Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of the shares of Class A Common Stock that the Company desires to sell, taken together with (x) the shares of Class A Common Stock, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (y) the Registrable Securities as to which registration has been requested pursuant to Section 2.2 hereof, and (z) the shares of Class A Common Stock, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company entered into after the date hereof, exceeds the Maximum Number of Securities, then:

(a) If the Registration is undertaken for the Company's account, the Company shall include in any such Registration (i) the Class A Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (ii) to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof (Pro Rata based on the respective number of Registrable Securities that such Holder has requested be included in such Registration), which can be sold without exceeding the Maximum Number of Securities; and (iii) to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Class A Common Stock, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Company entered into after the date hereof, Pro Rata, which can be sold without exceeding the Maximum Number of Securities;

(b) If the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (i) the Class A Common Stock or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (ii) to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1, Pro Rata based on the number of Registrable Securities that each Holder has requested be included in such Registration and the aggregate number of Registrable Securities that the Holders have requested to be included in such Registration, which can be sold without exceeding the Maximum Number of Securities; (iii) to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Class A Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iv) to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the Class A Common Stock or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements entered into after the date hereof with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

**2.2.3** Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3.

**2.2.4** Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.2 hereof shall not be counted as a Registration pursuant to a Shelf Underwriting or Demand Registration effected under Section 2.1 hereof.

**2.3** Restrictions on Registration Rights. The Company shall not be obligated to effect any Shelf Underwriting or Demand Registration (a) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Registration; provided, that the Company has delivered written notice to the Holders pursuant to subsection 2.1.1 and it continues to actively employ, in good faith, all commercially reasonable efforts to cause the applicable Registration Statement to become effective or (b) if the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer. If, in the good faith judgment of the Board, any Registration would be materially detrimental to the Company and the Board concludes as a result that it is advisable to defer the filing of such Registration Statement at such time, then the Company shall furnish to such Holders a certificate stating that in the good faith judgment of the Board it would be materially detrimental to the Company for such Registration Statement to be filed in the near future and that it is therefore advisable to defer the filing of such Registration Statement. In such event, the Company shall have the right to defer such filing for a period of not more than ninety (90) days; provided, however, that the Company shall not defer its obligation in this manner more than once in any twelve (12)-month period.

**2.4** Lock-Up. Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to effect any Shelf Underwriting, Demand Registration or Piggyback Registration of (a) any Founder Shares subject to the Founder Shares Lock-up Period prior to the expiration of the Founder Shares Lock-up Period applicable to such Founder Shares, (b) any Private Shares or Private Warrants during the Private Placement Lock-up Period or (c) any shares of Class V Common Stock or shares of Class A Common Stock received in exchange for such Class V Common Stock pursuant to the Exchange Agreement during the Seller Lock-up Period. Nothing in this Section 2.4 shall limit the Company's obligation to register all of the Registrable Securities, including such Founder Shares, Private Shares and Private Warrants, on the Shelf Registration Statement required pursuant to Section 2.1.1(a).

## ARTICLE III
## COMPANY PROCEDURES

**3.1** General Procedures. If at any time on or after the date hereof the Company is required to effect the Registration of Registrable Securities, the Company shall use commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

**3.1.1** prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

**3.1.2** prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be requested by the majority-in-interest of the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

**3.1.3** prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

**3.1.4** prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (a) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) and (b) take such action reasonably necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

**3.1.5** cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

**3.1.6** provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

**3.1.7** advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

**3.1.8** at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be (a) necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable or (b) advisable in order to reduce the number of days that sales are suspended pursuant to Section 3.4) furnish a copy thereof to each seller of such Registrable Securities and its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein), including, without limitation, providing copies promptly upon receipt of any comment letters received with respect to any such Registration Statement or Prospectus;

**3.1.9** notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4;

**3.1.10** permit a representative of the Holders (such representative to be selected by a majority-in-interest of the participating Holders), the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such person's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that such representatives or Underwriters enter into a confidentiality agreement, in customary form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information; and provided, further, the Company may not include the name of any Holder or Underwriter or any information regarding any Holder or Underwriter in any Registration Statement or Prospectus, any amendment or supplement to such Registration Statement or Prospectus, any document that is to be incorporated by reference into such Registration Statement or Prospectus, or any response to any comment letter, without the prior written consent of such Holder or Underwriter and providing each such Holder or Underwriter a reasonable amount of time to review and comment on such applicable document, which comments the Company shall include unless contrary to applicable law;

**3.1.11** obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Registration, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

**3.1.12** on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority in interest of the participating Holders;

**3.1.13** in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

**3.1.14** make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first ($1^{st}$) day of the Company's first ($1^{st}$) full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

**3.1.15** if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $25,000,000, use its commercially reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

**3.1.16** otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by, the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter, broker, sales agent or placement agent if such Underwriter, broker, sales agent or placement agent has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter, broker, sales agent or placement agent, as applicable.

**3.2** Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that each Holder shall bear, severally and not jointly, all Underwriters' commissions and discounts, brokerage fees and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

**3.3** Requirements for Participation in Underwritten Offerings. No person may participate in any Underwritten Offering or other offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (a) agrees to sell such person's securities on the basis provided in any underwriting, sales, distribution or placement arrangements approved by the Company and (b) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting, sales, distribution or placement arrangements. The exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

**3.4** Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (a) require the Company to make an Adverse Disclosure, (b) require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control or (c) in the good faith judgment of the majority of the Board, be seriously detrimental to the Company and the majority of the Board concludes as a result that it is essential to defer such filing, initial effectiveness or continued use at such time, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time determined in good faith by the Company to be necessary for such purpose, but in no event shall the Company delay the filing or initial effectiveness of, or suspend use of, such Registration Statement or Prospectus on more than three (3) occasions or for a time exceeding one hundred twenty (120) calendar days in total, in each case during any twelve (12)-month period. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4, and, upon the expiration of any such period, the Holders shall be entitled to resume the use of any such Prospectus in connection with any sale or offer to sell Registrable Securities.

**3.5** Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Class A Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

**3.6** Limitation on Registration Rights. Notwithstanding anything herein to the contrary, (a) ThinkEquity may not exercise its rights under Sections 2.1 and 2.2 hereunder after five (5) and seven (7) years, respectively, after the effective date of the registration statement relating to the Company's initial public offering and (b) the ThinkEquity may not exercise its rights under Section 2.1 more than one (1) time.

## ARTICLE IV
## INDEMNIFICATION AND CONTRIBUTION

**4.1** Indemnification.

**4.1.1** The Company agrees to indemnify and hold harmless, to the greatest extent permitted by law, each Holder of Registrable Securities, the partners, members, managers, officers, directors and stockholders of each such Holder and each other person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including without limitation any legal or other fees and expenses incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, and pay promptly as any such expenses are incurred) (collectively, "***Damages***"), whether joint or several, caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading (except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein), and any violation or alleged violation by the Company (or any of its agents or affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

**4.1.2** In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify and hold harmless the Company, its directors, officers, agents and stockholders and each person who controls the Company (within the meaning of the Securities Act), and any other Holder selling securities in such Registration Statement, and any controlling person of any such other Holder, against any Damages resulting from any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue or alleged untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

**4.1.3** Any person entitled to indemnification herein shall (a) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (b) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (plus local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

**4.1.4** The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

**4.1.5** If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Damages referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Damages in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

## ARTICLE V
## MISCELLANEOUS

**5.1** Notices. Any notice or communication under this Agreement must be in writing and given by (a) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (b) delivery in person or by courier service providing evidence of delivery, or (c) transmission by hand delivery, electronic mail, telecopy, telegram or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third (3rd) Business Day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail, telecopy, telegram or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: 141 River's Edge Drive, Attn: Barbara Matthews, General Counsel, Traverse City, Michigan 49684, and, if to any Holder, at such Holder's address or contact information as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

**5.2** Assignment; No Third Party Beneficiaries.

**5.2.1** This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

**5.2.2** The rights granted to a Holder by the Company under this Agreement may be transferred or assigned (but only with all related obligations) by a Holder only to a transferee of Registrable Securities that is a transferee or assignee of not less than ten thousand (10,000) Registrable Securities (as presently constituted and subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits and the like); provided, that (a) such transfer or assignment of Registrable Securities is effected in accordance with applicable securities laws, (b) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred and (c) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement; provided, however, that prior to the expiration of the Founder Shares Lock-up Period, Private Placement Lock-up Period or Underwriter Lock-up Period, as the case may be, no Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by such Holder to a Permitted Transferee but only if such Permitted Transferee agrees to become bound by the transfer restrictions set forth in this Agreement. No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (a) written notice of such assignment as provided in Section 5.1 hereof and (b) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

**5.2.3** This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

**5.2.4** This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2 hereof.

**5.3** Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced. The delivery of an electronic signature to, or a copy/scan of a manual signature on a counterpart to, this Agreement by facsimile, email or other electronic transmission shall be deemed an original signature for all purposes hereunder.

**5.4** Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (A) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION AND (B) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

**5.5** Amendments and Modifications. Upon the written consent of the Company, each Holder of fifteen percent (15%) or more of the Registrable Securities at the time in question, and the Holders of at least a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

**5.6** Other Registration Rights. The Company represents and warrants that no person, other than a Holder of Registrable Securities and a Third Party Investor who has entered into a Subscription Agreement, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

**5.7** Term. This Agreement shall become effective upon the Merger Closing Date and shall terminate upon the date as of which (a) all of the Registrable Securities have been sold pursuant to a Registration Statement (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)) or (b) the Holders of all Registrable Securities are permitted to sell the Registrable Securities without registration pursuant to Rule 144 (or any similar provision) under the Securities Act with no volume or other restrictions or limitations. The provisions of Section 3.5 and *Article IV* shall survive any termination.

**[***Signature Page Follows***]**

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date first written above.

**COMPANY:**

**ALDEL FINANCIAL INC.**

By: /s/ Hassan Baqar
Name: Hassan Baqar
Title: Chief Financial Officer

**HOLDERS:**

/s/ Robert Kauffman
Robert Kauffman

/s/ D. Kyle Cerminara
D. Kyle Cerminara

/s/ Martin Friedman
Martin Friedman

/s/ Charles Nearburg
Charles Nearburg

/s/ Hassan R. Baqar
Hassan R. Baqar

/s/ Larry G. Swets, Jr.
Larry G. Swets, Jr.

/s/ Mark Love
Mark Love

**ALDEL INVESTORS LLC**

By: /s/ Robert Kauffman
Name: Robert Kauffman
Title: Manager

**FG SPAC PARTNERS LP**

By: /s/ Larry G. Swets, Jr.
Name: Larry G. Swets, Jr.
Title: Chief Executive Officer

**THINKEQUITY, A DIVISION OF FORDHAM FINANCIAL MANAGEMENT, INC.**

By: / /s/ Kevin Mangan
Name: Kevin Mangan
Title: Managing Director

**MARKEL CORPORATION**

By: /s/ Richard R. Whitt, III
Name: Richard R. Whitt, III
Title: Co-Chief Executive Officer

**STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**

By: /s/ John C. Farney
Name: John C. Farney
Title: Sr. Vice President, Treasurer and CFO

By: /s/ Richard A. Rebholz
Name: Richard A. Rebholz
Title: Vice President - Investment Operations

[*Signature Page to Registration Rights Agreement*]

**Exhibit 10.4**

# TAX RECEIVABLE AGREEMENT

among

ALDEL FINANCIAL INC.,

and

THE PERSONS NAMED HEREIN

Dated as of [•]

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TAX RECEIVABLE AGREEMENT

This TAX RECEIVABLE AGREEMENT (this "Agreement"), dated as of [–], 2021, is hereby entered into by and among Hagerty Inc., a Delaware corporation ("PubCo"), The Hagerty Group, LLC, a Delaware limited liability company (the "Company"), Hagerty Holding Corp, a Delaware close corporation ("HHC") , Markel Corporation, a Virginia corporation ("Markel") and such other persons from time to time party hereto (HHC, Markel, and such other persons, the "TRA Parties"). Capitalized terms used but not otherwise defined herein have the respective meanings set forth in Section 1.1.

**RECITALS**

WHEREAS, PubCo and the Company are parties to that certain Business Combination Agreement, dated as of August 17, 2021 by and among PubCo, Aldel Merger Sub LLC, a Delaware limited liability company, and the Company (the "Business Combination Agreement").

WHEREAS, prior to and following the Business Combination, the TRA Parties held and will continue to hold limited liability company interests (the "Company Interests") in the Company, which is classified as a partnership for United States federal income Tax purposes;

WHEREAS, in connection with the Business Combination, HHC will be treated as selling a portion of its Company Interests to PubCo in a transaction described in Section 741 of the Code (the "Purchase");

WHEREAS, following the Business Combination, the TRA Parties will, pursuant to and subject to the provisions of the Company Agreement and the Exchange Agreement, have the right from time to time to require the Company to exchange (an "Exchange") all or a portion of such TRA Party's Company Interests (together with corresponding shares of Class V common stock of PubCo) for shares of Class A common stock of PubCo ("Class A Shares") or cash, in each case at the option of PubCo, which Exchange may be effected by PubCo effecting a direct exchange of shares of Class A Shares for such Company Interests;

WHEREAS, PubCo, which is classified as an association taxable as a corporation for United States federal income Tax purposes, will become the sole managing member of the Company in connection with the Business Combination, and will hold Company Interests;

WHEREAS, the Company and any of its direct and indirect Subsidiaries treated as a partnership for United States federal income Tax purposes currently have and will have in effect an election under Section 754 of the United States Internal Revenue Code of 1986, as amended (the "Code"), for each Taxable Year in which the Purchase and any Exchange occurs (including a deemed taxable acquisition under Section 707(a) of the Code);

WHEREAS, as a result of the Purchase and future Exchanges, the income, gain, loss, deduction, expense and other Tax items of PubCo may be affected by Basis Adjustments and any deduction attributable to any payment (including amounts attributable to Imputed Interest) made under this Agreement; and

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Basis Adjustments and Imputed Interest on the liability for Taxes of PubCo.

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:

## ARTICLE I

## DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"Actual Tax Liability" means, with respect to any Taxable Year, the actual liability for U.S. federal income Taxes of (i) PubCo and (ii) without duplication, the Company, but only with respect to U.S. federal income Taxes imposed on the Company and allocable to PubCo (or to the other members of the consolidated group of which PubCo is the parent) for such Taxable Year; provided that the actual liability for Taxes described in clauses (i) and (ii) shall be calculated assuming the deductions of (and other impacts of) state and local taxes are excluded for U.S. federal income Tax purposes.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Agreed Rate" means a per annum rate of SOFR plus 100 basis points.

"Agreement" is defined in the Preamble of this Agreement.

"Amended Schedule" is defined in Section 2.3(b) of this Agreement.

"Attributable" is defined in Section 3.1(b) of this Agreement.

"Basis Adjustment" means the adjustment to the Tax basis of a Reference Asset under Sections 732, 734(b), 755 and 1012 of the Code, the Treasury Regulations promulgated thereunder and Rev. Rul. 99-6, 1991-1 CB 432 (in situations where, as a result of one or more Exchanges, the Company becomes an entity that is disregarded as separate from its owner for United States federal income Tax purposes) or under Sections 734(b), 743(b), 754 and 755 of the Code and the Treasury Regulations promulgated thereunder (to the extent attributable to the Purchase or in situations where, following an Exchange, the Company remains in existence as an entity for United States federal income Tax purposes) and, in each case as a result of (i) the Purchase or an Exchange (as applicable) and (ii) the payments made pursuant to this Agreement in respect of such Purchase or Exchange.

A "Beneficial Owner" of a security is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security.

"Board" means the Board of Directors of PubCo (or any committee of the Board validly authorized to act on behalf of the Board).

"Business Combination" means the transactions contemplated by the Business Combination Agreement.

"Business Day" means a day, other than Saturday, Sunday or other day on which banks located in New York City, New York are authorized or required by law to close.

"Change of Control" means the occurrence of any of the following events:

(i) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Securities and Exchange Act of 1934, or any successor provisions thereto, excluding (x) a corporation or other entity owned, directly or indirectly, by the stockholders of PubCo in substantially the same proportions as their ownership of stock in PubCo and (y) any TRA Party or any of their Affiliates, who is, or becomes the Beneficial Owner, directly or indirectly, of securities of PubCo representing more than 50% of the combined voting power of PubCo's then outstanding voting securities; or

(ii) a merger or consolidation of PubCo with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the members of the Board immediately prior to the merger or consolidation do not constitute at least a majority of the board of directors of the company surviving the merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of PubCo immediately prior to such merger or consolidation do not continue to represent or are not converted or exchanged into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(iii) the stockholders of PubCo approve a plan of complete liquidation or dissolution of PubCo or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by PubCo of all or substantially all of PubCo's assets, other than such sale or other disposition by PubCo of all or substantially all of PubCo's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by stockholders of PubCo in substantially the same proportions as their ownership of PubCo immediately prior to such sale.

Notwithstanding the foregoing, except with respect to clause (ii)(x) above, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of PubCo immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of PubCo immediately following such transaction or series of transactions.

"Class A Shares" is defined in the Recitals of this Agreement.

"Code" is defined in the Recitals of this Agreement.

"Combined State Tax Rate" means the tax rate equal to the sum of the products of (i) PubCo's income tax apportionment factor for each state and local jurisdiction in which PubCo files income or franchise tax returns for the relevant Taxable Year and (ii) the highest corporate income and franchise tax rate in effect for such Taxable Year for each such state and local jurisdiction in which PubCo files income tax returns for each relevant Taxable Year.

"Company" is defined in the Recitals of this Agreement.

"Company Agreement" means the Fourth Amended and Restated Limited Liability Company Agreement of the Company, dated as of the Effective Date, as amended from time to time.

"Company Interests" is defined in the Recitals of this Agreement.

"Control" or "Controlled" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Cumulative Net Realized Tax Benefit" for a Taxable Year means the cumulative amount of Realized Tax Benefits for all Taxable Years of PubCo, up to and including such Taxable Year, net of the cumulative amount of Realized Tax Detriments for the same period, taking into account any adjustments required pursuant to this Agreement (including pursuant to Section 7.10). The Realized Tax Benefit and Realized Tax Detriment for each Taxable Year shall be determined based on the most recent Tax Benefit Schedules or Amended Schedules, if any, in existence at the time of such determination.

"Default Rate" means the Agreed Rate plus 400 basis points.

"Determination" shall have the meaning ascribed to such term in Section 1313(a) of the Code, or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for Tax and shall also include the acquiescence of PubCo to the amount of any assessed liability for Tax.

"Early Termination Date" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"Early Termination Effective Date" is defined in Section 4.2 of this Agreement.

"Early Termination Notice" is defined in Section 4.2 of this Agreement.

"Early Termination Payment" in respect of a TRA Party shall equal the present value, discounted at the Early Termination Rate (using a mid-year convention) as of the applicable Early Termination Effective Date, of all Tax Benefit Payments in respect of such TRA Party that would be required to be paid by PubCo to such TRA Party beginning from the Early Termination Date and assuming that the Valuation Assumptions in respect of such TRA Party are applied.

"Early Termination Rate" means the Agreed Rate plus 200 basis points.

"Early Termination Schedule" is defined in Section 4.2 of this Agreement.

"Effective Date" means the closing date of the Business Combination.

"Exchange" is defined in the Recitals of this Agreement.

"Exchange Agreement" means the Exchange Agreement, dated as of [–] among PubCo, the Company and the holders of Company Interests party thereto, as amended from time to time.

"Exchange Basis Schedule" is defined in Section 2.1 of this Agreement.

"Exchange Date" means the date of any Exchange.

"Expert" is defined in Section 7.8 of this Agreement.

"Hypothetical Tax Liability" means, with respect to any Taxable Year, the liability for U.S. federal income Taxes of (i) PubCo and (ii) without duplication, the Company, but only with respect to U.S. federal income Taxes imposed on the income of the Company and allocable to PubCo (or to the other members of the consolidated group of which PubCo is the parent), in each case using the same methods, elections, conventions, U.S. federal income Tax rate and similar practices used on the relevant PubCo Return, but (i) using the Non-Stepped Up Tax Basis as reflected on the Exchange Basis Schedule including amendments thereto for the Taxable Year, and (ii) excluding any deduction attributable to Imputed Interest for the Taxable Year. Hypothetical Tax Liability shall be determined (i) without taking into account the carryover or carryback of any Tax item or attribute (or portions thereof) that is available for use because of any Basis Adjustments and any Imputed Interest, and (ii) assuming, solely for purposes of calculating the liability for U.S. federal income Taxes, in order to prevent double counting, that the deductions of (and other impacts of) state and local taxes are excluded for U.S. federal income Tax purposes.

"Imputed Interest" in respect of a TRA Party shall mean any interest imputed under Section 1272, 1274 or 483 or other provision of the Code with respect to PubCo's payment obligations in respect of such TRA Party under this Agreement.

"Interest Amount" is defined in Section 3.1(b) of this Agreement.

"IRS" means the United States Internal Revenue Service.

"JAMS" is defined in Section 7.7 of this Agreement.

"Market Value" shall mean the closing price of the Class A Shares on the applicable Exchange Date on the national securities exchange or interdealer quotation system on which such Class A Shares are then traded or listed, as reported by the *Wall Street Journal*; provided that if the closing price is not reported by the *Wall Street Journal* for the applicable Exchange Date, then the Market Value shall mean the closing price of the Class A Shares on the Business Day immediately preceding such Exchange Date on the national securities exchange or interdealer quotation system on which such Class A Shares are then traded or listed, as reported by the *Wall Street Journal*; provided, further, that if the Class A Shares are not then listed on a national securities exchange or interdealer quotation system, "Market Value" shall mean the cash consideration paid for Class A Shares, or the fair market value of the other property delivered for Class A Shares, as determined by the Board in good faith.

"Material Objection Notice" is defined in Section 4.2 of this Agreement.

"Net Tax Benefit" is defined in Section 3.1(b) of this Agreement.

"Non-Stepped Up Tax Basis" means, with respect to any Reference Asset at any time, the Tax basis that such asset would have had at such time if no Basis Adjustments had been made.

"Objection Notice" is defined in Section 2.3(a) of this Agreement.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

"PubCo" is defined in the Preamble of this Agreement.

"PubCo Return" means the U.S. federal income Tax Return of PubCo filed with respect to Taxes of any Taxable Year.

"Realized Tax Benefit" means, for a Taxable Year, the sum of (i) the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability and (ii) the State Tax Benefit. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"Realized Tax Detriment" means, for a Taxable Year, the sum of (i) the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability and (ii) the State Tax Detriment. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

"Reconciliation Dispute" is defined in Section 7.8 of this Agreement.

"Reconciliation Procedures" is defined in Section 2.3(a) of this Agreement.

"Reference Asset" means an asset that is held by the Company, or by any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax. A Reference Asset also includes any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to a Reference Asset.

"Schedule" means any of the following: (i) an Exchange Basis Schedule, (ii) a Tax Benefit Schedule, or (iii) the Early Termination Schedule.

"Senior Obligations" is defined in Section 5.1 of this Agreement.

"SOFR" means, with respect to any day, the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator), on the Federal Reserve Bank of New York's Website.

"State Tax Benefit" means, for a Taxable Year, the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability; provided that, for purposes of determining the State Tax Benefit, each of the Hypothetical Tax Liability and the Actual Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income Tax purposes.

"State Tax Detriment" means, for a Taxable Year, the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability; provided that, for purposes of determining the State Tax Detriment, each of the Actual Tax Liability and the Hypothetical Tax Liability shall be calculated using the Combined State Tax Rate instead of the rates applicable for U.S. federal income Tax purposes.

"Subsidiaries" means, with respect to any Person, as of any date of determination, any other Person as to which such Person, owns, directly or indirectly, or otherwise controls more than 50% of the voting power or other similar interests or the sole general partner interest or managing member or similar interest of such Person.

"Tax Benefit Payment" is defined in Section 3.1(b) of this Agreement.

"Tax Benefit Schedule" is defined in Section 2.2(a) of this Agreement.

"Tax Return" means any return, declaration, report or similar statement required to be filed with respect to taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated tax.

"Taxable Year" means a taxable year of PubCo as defined in Section 441(b) of the Code or comparable section of state or local tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made), ending on or after the Effective Date.

"Taxes" means any and all taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest related to such Tax.

"Taxing Authority" shall mean any domestic, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising tax regulatory authority.

"TRA Party" is defined in the Preamble of this Agreement.

"Treasury Regulations" means the final, temporary and proposed regulations under the Code promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"Valuation Assumptions" shall mean, as of an Early Termination Date, the assumptions that in each Taxable Year ending on or after such Early Termination Date, (1) PubCo will have taxable income sufficient to fully utilize (i) the deductions arising from the Basis Adjustments and the Imputed Interest during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future Tax Benefit Payments that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available and (ii) any net operating loss, excess interest deduction, or credit carryovers or carrybacks (or similar items with respect to carryover or carrybacks) generated by deductions arising from Basis Adjustments or Imputed Interest that are available as of the date of such Early Termination Date, (2) the United States federal income Tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Date, (3) all taxable income of PubCo will be subject to the maximum applicable tax rate for U.S. federal income Tax purposes throughout the relevant period, (4) any non-amortizable assets will be disposed of on the fifteenth anniversary of the applicable Basis Adjustment in a fully taxable transaction for U.S. federal income Tax purposes; provided that in the event of a Change of Control, such non-amortizable assets shall be deemed disposed of at the time of sale of the relevant asset (if earlier than such fifteenth anniversary), and (5) if, at the Early Termination Date, there are Company Interests that have not been Exchanged, then each such Company Interest shall be deemed to be Exchanged for the Market Value of the Class A Shares and the amount of cash that would be transferred if the Exchange occurred on the Early Termination Date.

## ARTICLE II

## DETERMINATION OF CERTAIN REALIZED TAX BENEFIT

Section 2.1 Basis Adjustment. Within one hundred twenty (120) calendar days after the filing of the U.S. federal income Tax Return of PubCo for each Taxable Year in which the Purchase or any Exchange has been effected by any TRA Party (including the Taxable Year in which the Purchase occurs), PubCo shall deliver to such TRA Party a schedule (the "Exchange Basis Schedule") that shows, in reasonable detail necessary to perform the calculations required by this Agreement, the following items: (i) the Non-Stepped Up Tax Basis of the Reference Assets in respect of such TRA Party as of the Effective Date or each applicable Exchange Date, (ii) the Basis Adjustment with respect to the Reference Assets in respect of such TRA Party as a result of the Purchase or Exchanges effected in such Taxable Year by such TRA Party, calculated (x) in the aggregate, (y) solely with respect to the Purchase or Exchanges by such TRA Party, and (z) in the case of a Basis Adjustment under Section 734(b) of the Code solely with respect to the amount that is available to PubCo in such Taxable Year, (iii) the period (or periods) over which the Reference Assets in respect of such TRA Party are amortizable and/or depreciable, and (iv) the period (or periods) over which each Basis Adjustment in respect of such TRA Party is amortizable and/or depreciable. For the avoidance of doubt, the Exchange Basis Schedule shall reflect all changes in the basis of Reference Assets arising other than from a Basis Adjustment (e.g., as the result of an audit). Each Exchange Basis Schedule will become final as provided in Section 2.3(a) and may be amended as provided in Section 2.3(b) (subject to the procedures set forth in Section 2.3(b)).

Section 2.2 Tax Benefit Schedule.

(a) Tax Benefit Schedule. Within one hundred twenty (120) calendar days after the filing of the U.S. federal income Tax Return of PubCo for any Taxable Year in which there is a Realized Tax Benefit or Realized Tax Detriment a portion of which is Attributable to a TRA Party, PubCo shall provide to such TRA Party a schedule showing, in reasonable detail, the calculation of the Tax Benefit Payment for such Taxable Year and the calculation of the Realized Tax Benefit and Realized Tax Detriment and components thereof (a "Tax Benefit Schedule"). Each Tax Benefit Schedule will become final as provided in Section 2.3(a) and may be amended as provided in Section 2.3(b) (subject to the procedures set forth in Section 2.3(b)).

(b) Applicable Principles. The Realized Tax Benefit or Realized Tax Detriment for each Taxable Year is intended to measure the decrease or increase in the actual liability for taxes of PubCo for such Taxable Year attributable to the Basis Adjustments and Imputed Interest, determined using a "with and without" methodology. For purposes of calculating the Realized Tax Benefit or Realized Tax Detriment for any period, carryovers or carrybacks of any Tax item attributable to the Basis Adjustments and Imputed Interest shall be considered to be subject to the rules of the Code and the Treasury Regulations, as applicable, governing the use, limitation and expiration of carryovers or carrybacks of the relevant type. If a carryover or carryback of any Tax item includes a portion that is attributable to the Basis Adjustment or Imputed Interest and another portion that is not, such respective portions shall be considered to be used in accordance with the "with and without" methodology. The parties agree that (i) all Tax Benefit Payments and other payments under this Agreement (to the extent permitted by law and other than amounts accounted for as interest under the Code) will (A) be treated as subsequent upward purchase price adjustments that give rise to further Basis Adjustments to Reference Assets for PubCo and (B) have the effect of creating additional Basis Adjustments to Reference Assets for PubCo in the year of payment, and (ii) as a result, such additional Basis Adjustments will be incorporated into the calculation in the year of payment and into future year calculations, as appropriate.

Section 2.3 Procedures, Amendments.

(a) Procedure. Every time PubCo delivers to a TRA Party an applicable Schedule under this Agreement, including any Amended Schedule delivered pursuant to Section 2.3(b), and any Early Termination Schedule or amended Early Termination Schedule, PubCo shall also (x) deliver to such TRA Party schedules, valuation reports, if any, and work papers, as determined by PubCo or requested by such TRA Party, providing reasonable detail regarding the preparation of the Schedule and (y) allow such TRA Party reasonable access, at no cost, to the appropriate representatives at PubCo, as determined by PubCo or requested by such TRA Party, in connection with a review of such Schedule. Without limiting the application of the preceding sentence, each time PubCo delivers to a TRA Party a Tax Benefit Schedule, in addition to the Tax Benefit Schedule duly completed, PubCo shall deliver to such TRA Party the reasonably detailed calculation by PubCo of the applicable Hypothetical Tax Liability, the reasonably detailed calculation by PubCo of the applicable Actual Tax Liability, as well as any other work papers as determined by PubCo or requested by such TRA Party, provided that PubCo shall be entitled to redact any information that it reasonably believes is unnecessary for purposes of determining the items in the applicable Schedule or amendment thereto. An applicable Schedule or amendment thereto delivered to a TRA Party shall become final and binding on the TRA Party and PubCo thirty (30) calendar days after the first date on which such TRA Party has received the applicable Schedule or amendment thereto unless such TRA Party (i) within thirty (30) calendar days after receiving an applicable Schedule or amendment thereto, provides PubCo with notice of a material objection to such Schedule ("Objection Notice") made in good faith or (ii) provides a written waiver of such right of any Objection Notice within the period described in clause (i) above, in which case such Schedule or amendment thereto becomes binding on the date the waiver is received by PubCo. If PubCo and an objecting TRA Party, for any reason, are unable to successfully resolve the issues raised in the Objection Notice within thirty (30) calendar days after receipt by PubCo of the Objection Notice, PubCo and such TRA Party shall employ the reconciliation procedures as described in Section 7.8 of this Agreement (the "Reconciliation Procedures").

(b) Amended Schedule. The applicable Schedule for any Taxable Year may be amended from time to time by PubCo (i) in connection with a Determination affecting such Schedule, (ii) to correct inaccuracies in the Schedule identified after the date the Schedule was provided to a TRA Party, (iii) to comply with the Expert's determination under the Reconciliation Procedures, (iv) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other tax item to such Taxable Year, (v) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year, or (vi) to adjust an applicable Exchange Basis Schedule to take into account payments made pursuant to this Agreement (any such Schedule, an "Amended Schedule"). PubCo shall provide an Amended Schedule to each TRA Party within ninety (90) calendar days of the occurrence of an event referenced in clauses (i) through (vi) of the preceding sentence.

## ARTICLE III

## TAX BENEFIT PAYMENTS

Section 3.1 Payments.

(a) Payments. Within ten (10) calendar days after a Tax Benefit Schedule delivered to a TRA Party becomes final in accordance with Article II of this Agreement, PubCo shall pay or cause to be paid to such TRA Party for such Taxable Year the Tax Benefit Payment in respect of such TRA Party for such Taxable Year determined pursuant to Section 3.1(b). Each such Tax Benefit Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by such TRA Party to PubCo or as otherwise agreed by PubCo and such TRA Party. No Tax Benefit Payment shall be made in respect of estimated tax payments, including, without limitation, federal estimated income Tax payments.

(b) A "Tax Benefit Payment" in respect of a TRA Party for a Taxable Year means an amount, not less than zero, equal to the sum of the portion of the Net Tax Benefit that is Attributable to such TRA Party and the Interest Amount with respect thereto. A Net Tax Benefit is "Attributable" to a TRA Party to the extent that it is derived from any Basis Adjustment or any Imputed Interest that is attributable to the Company Interests acquired by PubCo in the Purchase or pursuant to an Exchange undertaken by or with respect to such TRA Party. For the avoidance of doubt, for tax purposes, the Interest Amount shall not be treated as interest but instead shall be treated as additional consideration for the acquisition of Company Interests in Exchanges unless otherwise required by law. The "Net Tax Benefit" for a Taxable Year shall be an amount equal to the excess, if any, of 85% of the Cumulative Net Realized Tax Benefit as of the end of such Taxable Year, over the total amount of payments previously made under Section 3.1(a) of this Agreement (excluding payments attributable to Interest Amounts); provided, for the avoidance of doubt, that no TRA Party shall be required to return any portion of any previously made Tax Benefit Payment or make a payment with respect to the existence of a Realized Tax Detriment. The "Interest Amount" in respect of a TRA Party shall equal the interest on the amount of the unpaid Net Tax Benefit Attributable to such TRA Party for a Taxable Year, which interest shall accrue on any unpaid Net Tax Benefit from and after the due date (without extensions) for filing PubCo Return for such Taxable Year, calculated at the Agreed Rate, until the date such unpaid amounts are paid. Notwithstanding the foregoing, for each Taxable Year ending on or after the date of a Change of Control, all Tax Benefit Payments, whether paid with respect to the Company Interests that were Exchanged (i) prior to the date of such Change of Control or (ii) on or after the date of such Change of Control, shall be calculated by utilizing Valuation Assumptions (1) and (4), substituting in each case the terms "the date of a Change of Control" for an "Early Termination Date." Notwithstanding anything to the contrary in this Agreement, after any lump-sum payment under Article IV of this Agreement in respect of present or future tax attributes subject to this Agreement, the Tax Benefit Payment, Net Tax Benefit and components thereof shall be calculated without taking into account any such attributes with respect to which such a lump sum payment has been made or any such lump-sum payment.

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in duplicative payment of any amount (including interest) required under this Agreement. The provisions of this Agreement shall be construed in the appropriate manner to ensure such intentions are realized.

Section 3.3 Pro Rata Payments; Limited Taxable Income; Excess Payments.

(a) Notwithstanding anything in Section 3.1 to the contrary, to the extent that the aggregate amount of PubCo's tax benefit from the reduction in Tax liability as a result of the Basis Adjustments or Imputed Interest is limited in a particular Taxable Year because PubCo does not have sufficient taxable income to fully utilize available deductions and other attributes, the limitation on the tax benefit for PubCo shall be allocated among the TRA Parties eligible for payments under this Agreement in proportion to the respective amounts of Tax Benefit Payments that would have been determined under this Agreement if PubCo had sufficient taxable income so that there were no such limitation.

(b) After taking into account Section 3.3(a), if for any reason PubCo does not fully satisfy its payment obligations to make all Tax Benefit Payments due under this Agreement in respect of a particular Taxable Year, then PubCo and the TRA Parties agree that (i) PubCo shall pay the same proportion of each Tax Benefit Payment due to each TRA Party due a payment under this Agreement in respect of such Taxable Year, without favoring one obligation over the other, and (ii) no Tax Benefit Payment shall be made in respect of any Taxable Year until all Tax Benefit Payments in respect of prior Taxable Years have been made in full; provided, for the avoidance of doubt, that this Section 3.3(b) shall be not be deemed to preclude a TRA Party from seeking all available remedies under this Agreement and applicable law with respect to any failure by PubCo to satisfy its obligations to make timely all Tax Benefit Payments due under this Agreement in respect of a particular Taxable Year.

(c) To the extent PubCo makes a payment to a TRA Party in respect of a particular Taxable Year under Section 3.1(a) of this Agreement (taking into account Section 3.3(a) and (b), but excluding payments attributable to Interest Amounts) in an amount in excess of the amount of such payment that should have been made to such TRA Party in respect of such Taxable Year, then (i) such TRA Party shall not receive further payments under Section 3.1(a) until such TRA Party has foregone an amount of payments equal to such excess and (ii) PubCo shall pay the amount of such TRA Party's foregone payments to the other TRA Parties in a manner such that each of the other TRA Parties, to the maximum extent possible, shall have received aggregate payments under Section 3.1(a) of this Agreement (taking into account Section 3.3(a) and (b) of this Agreement but excluding payments attributable to Interest Amounts) in the amount it would have received if there had been no excess payment to such TRA Party.

Section 3.4 Certain Tax Covenants.

(a) PubCo hereby agrees and warrants to each TRA Party that (i) it will not cause the Company or any Subsidiary of the Company to convert into, or elect to be treated as, a corporation for Tax purposes without the prior written consent of each TRA Party (such consent not to be unreasonably withheld, conditioned or delayed) if any such action could reasonably be expected to have a material adverse effect on a TRA Party's right to receive Tax Benefit Payments pursuant to this Agreement, (ii) it will not cause the Company to contribute any of its assets (other than any assets with a *de minimis* aggregate gross value) into one or more Subsidiaries that are treated as corporations for Tax purposes, or cause the Company to liquidate or distribute in kind any of its non-cash assets to its members, without the prior written consent of each TRA Party (such consent not to be unreasonably withheld, conditioned or delayed), if any such action could reasonably be expected to have a material adverse effect on a TRA Party's right to receive Tax Benefit Payments pursuant to this Agreement and (iii) it will use commercially reasonable efforts to avoid entering into any credit agreement that could reasonably expected to prevent PubCo from making Tax Benefit Payments in a manner described in Section 4.1(f)(ii).

(b) PubCo hereby agrees that prior to (i) any proposed sale or other disposition of all or any part of PubCo's interest in the Company or (ii) any proposed sale or other disposition of all or any substantial part of the non-cash assets of the Company, it shall deliver to each TRA Party notice of such proposed transaction at least thirty (30) days prior to the consummation thereof.

## ARTICLE IV

## TERMINATION

Section 4.1 Early Termination and Breach of Agreement.

(a) Unless terminated earlier pursuant to this Section 4.1, this Agreement will terminate when there is no further potential for a Tax Benefit Payment pursuant to this Agreement. Tax Benefit Payments under this Agreement are not conditioned on any TRA Party retaining an interest in PubCo or the Company (or any successor thereto); provided, however, no Tax Benefit Payment shall accrue, or shall become due or payable with respect to any Exchange, after the twentieth (20th) anniversary of the effective date of such Exchange.

(b) In the event of a Change of Control, each TRA Party shall have the option, in its sole discretion, by written notice to PubCo, to cause the acceleration of all unpaid payment obligations of PubCo hereunder as calculated pursuant to this Article IV as if an Early Termination Notice had been delivered on the closing date of the Change of Control and utilizing the Valuation Assumptions by substituting the phrase "the closing date of a Change of Control" in each place where the phrase "Early Termination Effective Date" appears. Such obligations shall include, without duplication, but not be limited to, (i) the Early Termination Payments calculated as if an Early Termination Notice had been delivered on the closing date of the Change of Control, (ii) any Tax Benefit Payments agreed to by PubCo and the TRA Holders as due and payable but unpaid as of the Early Termination Notice (which Tax Benefit Payments shall not be included in the Early Termination Payments) and that remain unpaid as of the payment of the Early Termination Payments, and (iii) any Tax Benefit Payments due for any Taxable Year ending prior to, with or including the closing date of a Change of Control unpaid as of the Early Termination Notice (except to the extent that any amounts described in clause (iii) are included in the Early Termination Payments or are included in clause (ii)) and that remain unpaid as of the payment of the Early Termination Payments. For the avoidance of doubt, Sections 4.2 and 4.3 shall apply to a Change of Control, *mutadis mutandis*.

(c) PubCo may terminate this Agreement with respect to all amounts payable to the TRA Parties and with respect to all of the Company Interests held by the TRA Parties at any time by paying to each TRA Party the Early Termination Payment in respect of such TRA Party; provided, however, that this Agreement shall only terminate pursuant to this Section 4.1(c) upon the receipt of the Early Termination Payment by all TRA Parties; provided, further, that PubCo may terminate this Agreement pursuant to this Section 4.1(c) with respect to some or all of the amounts payable to less than all of the TRA Parties, if PubCo and such TRA Parties agree in writing to do so; and provided, further that PubCo may withdraw any notice to execute its termination rights under this Section 4.1(c) prior to the time at which an Early Termination Payment has been paid. Upon payment of the Early Termination Payment by PubCo in accordance with this Section 4.1(c), PubCo shall not have any further payment obligations under this Agreement, other than for any (a) Tax Benefit Payment agreed to by PubCo, on one hand, and the TRA Party, on the other, as due and payable but unpaid as of the Early Termination Notice and (b) Tax Benefit Payment due for the Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (b) is included in the Early Termination Payment). If an Exchange by a TRA Party occurs after PubCo makes the Early Termination Payment to such TRA Party pursuant to this Section 4.1(c), PubCo shall have no obligations under this Agreement with respect to such Exchange.

(d) The parties agree that, subject to Section 4.1(f), the failure to make any payment due pursuant to this Agreement within three (3) months of the date such payment is due shall be deemed to be a breach of a material obligation under this Agreement for all purposes of this Agreement.

(e) In the event that PubCo breaches any of its material obligations under this Agreement, whether as a result of failure to make any payment within three (3) months of the date on which such payment is due, failure to honor any other material obligation required hereunder or by operation of law as a result of the rejection of this Agreement in a case commenced under the Bankruptcy Code or otherwise, then all obligations hereunder shall be accelerated and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such breach and shall include (without duplication), but not be limited to, (1) the Early Termination Payments calculated as if an Early Termination Notice had been delivered on the date of such breach, (2) any Tax Benefit Payment in respect of a TRA Party agreed to by PubCo and such TRA Party as due and payable but unpaid as of the date of such breach, and (3) any Tax Benefit Payment in respect of any TRA Party due for the Taxable Year ending with or including the date of such breach; provided that procedures similar to the procedures of Section 4.2 shall apply with respect to the determination of the amount payable by PubCo pursuant to this sentence. Notwithstanding the foregoing, in the event that PubCo breaches this Agreement, each TRA Party shall be entitled to elect to receive the amounts set forth in clauses (1), (2) and (3) above or to seek specific performance of the terms hereof.

(f) Notwithstanding anything in this Agreement to the contrary, PubCo shall not be considered to be in breach of a material obligation under this Agreement on account of a failure to make a payment due pursuant to this Agreement if:

(i) PubCo makes the applicable payment within three (3) months of the date such payment is due; or

(ii) PubCo fails to make any Tax Benefit Payment when due to the extent that PubCo has insufficient funds by reason of the Company having insufficient funds to make a distribution to PubCo in order for PubCo make such payment, or due to such payment being prohibited as a result of limitations imposed by any credit agreement to which the Company is a party);

provided that the interest provisions of Section 5.2 shall apply to such late payment; provided, further, that (A) PubCo shall use commercially reasonable efforts to avoid entering into credit agreements described in this Section 4.1(f)(ii) that would prevent PubCo from making Tax Benefit Payments in the ordinary course, and (B) solely with respect to a Tax Benefit Payment, if PubCo cannot make such payment as a result of limitations imposed by any credit agreement to which the Company is a party, which limitations are effective as of the date of this Agreement, Section 5.2 shall apply, but the Default Rate shall be replaced by the Agreed Rate. To the extent PubCo defers any payment under clause (ii) of this subsection, it shall make the applicable payment at the first opportunity that it has sufficient funds and is otherwise able to make the payment, and failure to do so shall be subject to the remedies set forth in Section 4.1(e).

Section 4.2 Early Termination Notice. If PubCo chooses to exercise its right of early termination under Section 4.1 above, PubCo shall deliver to each TRA Party with respect to whom such right of early termination is being exercised notice of such intention to exercise such right ("Early Termination Notice") and a schedule (the "Early Termination Schedule") specifying PubCo's intention to exercise such right and showing in reasonable detail the calculation of the Early Termination Payment(s) due to each such TRA Party. Each Early Termination Schedule shall become final and binding on all parties thirty (30) calendar days after the first date on which the TRA Party has received such Schedule or amendment thereto unless such TRA Party (i) within thirty (30) calendar days after receiving the Early Termination Schedule or any amendment thereto, provides PubCo with notice of a material objection to such Schedule made in good faith ("Material Objection Notice") or (ii) provides a written waiver of such right of a Material Objection Notice within the period described in clause (i) above, in which case such Schedule becomes binding on the date the waiver is received by PubCo (such thirty (30) calendar day date as modified, if at all by clauses (i) or (ii), the "Early Termination Effective Date"). If PubCo and a TRA Party, for any reason, are unable to successfully resolve the issues raised in such notice within thirty (30) calendar days after receipt by PubCo of the Material Objection Notice, PubCo and such TRA Party shall employ the Reconciliation Procedures in which case such Schedule becomes binding ten (10) days after the conclusion of the Reconciliation Procedures.

Section 4.3 Payment upon Early Termination.

(a) Within five (5) Business Days after an Early Termination Effective Date, PubCo shall pay to each TRA Party with respect to whom such termination has just occurred an amount equal to the Early Termination Payment with respect to such TRA Party. Such payment shall be made by wire transfer of immediately available funds to a bank account or accounts designated by such TRA Party or as otherwise agreed by PubCo and such TRA Party.

(b) If for any reason PubCo does not fully satisfy its payment obligations due under this Agreement in respect of a particular Taxable Year, then PubCo and the TRA Parties agree that (i) no Early Termination Payment shall be treated as having been made until all Tax Benefit Payments under Section 3.1 in respect of the current Taxable Year and all prior Taxable Years have been made in full, (ii) no Early Termination Payments shall be treated as having been made until all Early Termination Payments made pursuant to earlier-provided Early Termination Notices have been made in full, and (iii) if PubCo does not pay all Early Termination Payments in respect of Early Termination Notices given in the same calendar year, the total amount paid shall be allocated pro-rata based on the outstanding Early Termination Payments due.

## ARTICLE V

## SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment, Early Termination Payment or any other payment required to be made by PubCo to the TRA Parties under this Agreement shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations in respect of indebtedness for borrowed money of PubCo and its Subsidiaries (such obligations, "Senior Obligations") and shall rank *pari passu* with all current or future unsecured obligations of PubCo that are not Senior Obligations. For the avoidance of doubt, any amounts owed by PubCo under this Agreement are not Senior Obligations.

Section 5.2 Late Payments by PubCo. The amount of all or any portion of any Tax Benefit Payment, Early Termination Payment or other payment under this Agreement not made to the TRA Parties when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such Tax Benefit Payment, Early Termination Payment or other payment was due and payable.

## ARTICLE VI

## NO DISPUTES; CONSISTENCY; COOPERATION

Section 6.1 Participation in PubCo's and the Company's Tax Matters. Except as otherwise provided herein, under the Business Combination Agreement, or under the Company Agreement, PubCo shall have full responsibility for, and sole discretion over, all tax matters concerning PubCo and the Company, including without limitation the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to taxes. Notwithstanding the foregoing, PubCo shall notify a TRA Party of, and (to the extent permitted by law or regulation) will use its best efforts to keep such TRA Party reasonably informed with respect to, the portion of any audit of PubCo and the Company by a Taxing Authority the outcome of which is reasonably expected to affect the rights and obligations of such TRA Party under this Agreement, and shall use its best efforts to provide to each such TRA Party reasonable opportunity to provide information and other input to PubCo, the Company and their respective advisors concerning the conduct of any such portion of such audit.

Section 6.2 Consistency. PubCo and the TRA Parties agree to report and cause to be reported for all purposes, including federal, state and local tax purposes and financial reporting purposes, all tax-related items (including, without limitation, the Basis Adjustments and each Tax Benefit Payment) in a manner consistent with that specified by PubCo in any Schedule required to be provided by or on behalf of PubCo under this Agreement unless otherwise required by law.

Section 6.3 Cooperation. Each of PubCo and the TRA Parties shall (a) furnish to the other party in a timely manner such information, documents and other materials as the other party may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make itself available to the other party and its representatives to provide explanations of documents and materials and such other information as the other party or its representatives may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter, and PubCo shall reimburse each such TRA Party for any reasonable third-party costs and expenses incurred pursuant to this Section.

## ARTICLE VII

## MISCELLANEOUS

Section 7.1 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, or by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.1):

If to PubCo or the Company, to:

P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Barbara Matthews, General Counsel
E-mail: bmatthews@hagerty.com

with a copy (which shall not constitute notice to PubCo or the Company) to:

Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Attention: Sean Keyvan; Scott Pollock
E-mail: skeyvan@sidley.com; spollock@sidley.com

If to a TRA Party, to the address, fax number and email address set forth in on the TRA Party's signature page hereto.

Any party may change its address, fax number or email by giving the other party written notice of its new address, fax number or email in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries. This Agreement (together with the Business Combination Agreement and the Company Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect 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 determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto 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 greatest extent possible.

Section 7.5 Successors; Assignment; Amendments; Waivers.

(a) Each TRA Party may assign any of its rights under this Agreement in whole or in part to any Person as long as such transferee has executed and delivered, or, in connection with such transfer, executes and delivers, a joinder to this Agreement, in the form of Exhibit A or such other form mutually agreed by the parties, agreeing to become a TRA Party for all purposes of this Agreement, except as otherwise provided in such joinder.

(b) No provision of this Agreement may be amended or waived unless such amendment or waiver is approved in writing by PubCo and each of the TRA Parties. Any failure by a party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy upon a breach of any such provision, will not constitute a waiver of the party's right to enforce the provision or to exercise any remedy upon any breach of the provision. Any waiver given by a party with respect to any provision of this Agreement is applicable only with respect to the specific provision and instance for which it is given. Notwithstanding anything to the contrary in this Agreement (including this Section 7.5), the execution and delivery of a joinder to this Agreement pursuant to Section 7.5(a) shall not require the consent of PubCo or any of the TRA Parties.

(c) All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. PubCo shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of PubCo, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that PubCo would be required to perform if no such succession had taken place.

Section 7.6 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.7 Resolution of Disputes.

Except as provided for in the last sentence of this Section 7.7, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. Any dispute arising from or relating to the subject matter of this Agreement, including but not limited to the scope and applicability of this Section 7.7, shall be referred to and finally determined by arbitration in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with at least twenty years of experience resolving commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The seat of arbitration will be Michigan and the language of the arbitration proceedings will be English. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in Michigan. This Section 7.7 shall be governed by and construed in accordance with the Federal Arbitration Act and, to the extent not inconsistent with such Federal Arbitration Act, the laws of the State of Delaware, without regard to conflict of law principles that would cause the application of the laws of another jurisdiction.

Section 7.8 Reconciliation. In the event that PubCo and a TRA Party are unable to resolve a disagreement with respect to the matters governed by Sections 2.3, 3.1, or 4.2 within the relevant period designated in this Agreement ("Reconciliation Dispute"), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert (the "Expert") in the particular area of disagreement mutually acceptable to both parties. The Expert shall be a partner or principal in a nationally recognized accounting or law firm, and unless PubCo and such TRA Party agree otherwise, the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with PubCo or such TRA Party or other actual or potential conflict of interest. If PubCo and the TRA Party are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the Expert shall be appointed by the International Chamber of Commerce Centre for Expertise. The Expert shall resolve any matter relating to the Exchange Basis Schedule or an amendment thereto or the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within fifteen (15) calendar days or as soon thereafter as is reasonably practicable, in each case after the matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement would be due (in the absence of such disagreement) or any Tax Return reflecting the subject of a disagreement is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by PubCo, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or amending any Tax Return shall be borne by PubCo except as provided in the next sentence. PubCo and the TRA Party shall bear their own costs and expenses of such proceeding, unless (i) the Expert adopts the TRA Party's position, in which case PubCo shall reimburse the TRA Party for any reasonable out-of-pocket costs and expenses in such proceeding, or (ii) the Expert adopts PubCo's position, in which case the TRA Party shall reimburse PubCo for any reasonable out-of-pocket costs and expenses in such proceeding. Any dispute as to whether a dispute is a Reconciliation Dispute within the meaning of this Section 7.8 shall be decided by the Expert. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.8 shall be binding on PubCo and the TRA Party and may be entered and enforced in any court having jurisdiction.

Section 7.9 Withholding. PubCo shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as PubCo is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign tax law; provided that PubCo will provide the Person in respect of which such withholding is required written notice at least five (5) Business Days prior to any such deduction or withholding and shall reasonably cooperate with such Person to reduce or eliminate such withholding to the extent permitted by law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by PubCo, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such withholding was made. Each TRA Party shall promptly provide PubCo with any applicable tax forms and certifications reasonably requested by PubCo in connection with determining whether any such deductions and withholdings are required under the Code or any provision of state, local or foreign tax law.

Section 7.10 Admission of PubCo into a Consolidated Group; Transfers of Corporate Assets.

(a) If PubCo is or becomes a member of an affiliated or consolidated group of corporations that files a consolidated income Tax Return pursuant to Section 1501 of the Code or any corresponding provisions of state or local law, then: (i) the provisions of this Agreement shall be applied with respect to the group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole.

(b) The amount of any Cumulative Net Realized Tax Benefit shall take into account the Basis Adjustment resulting from any transfer of Company Interests to a wholly owned Subsidiary of PubCo (or any similar transfer within the consolidated group of which PubCo is the parent), assuming for this purpose that such transfer is treated as an Exchange, and appropriate adjustments, if any, shall be made to the applicable amount of Cumulative Net Realized Tax Benefit or any component of such amount.

(c) If any entity that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder transfers one or more assets to a corporation (or a Person classified as a corporation for United States federal income tax purposes) with which such entity does not file a consolidated Tax Return pursuant to Section 1501 of the Code, such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment (e.g., calculating the gross income of the entity and determining the Realized Tax Benefit of such entity) due hereunder, shall be treated as having disposed of such asset in a fully taxable transaction on the date of such contribution. The consideration deemed to be received by such entity shall be equal to the gross fair market value of the contributed asset. For purposes of this Section 7.10, a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership allocated to such partner. If any member of a group described in Section 7.10(a) that is obligated to make a Tax Benefit Payment hereunder deconsolidates from the group (or PubCo deconsolidates from the group), then PubCo shall cause such member (or the parent of the consolidated group in a case where PubCo deconsolidates from the group) to assume the obligation to make Tax Benefit Payments in a manner consistent with the terms of its Agreement as the member actually realizes such Tax Benefits. If a member of a group described in Section 7.10(a) assumes an obligation to make Tax Benefit Payments hereunder, then, subject to the consent of a TRA Party (such consent not to be unreasonably withheld, conditioned or delayed), the initial obligor shall be relieved of the obligation to the extent so assumed with respect to such TRA Party.

Section 7.11 Confidentiality.

(a) Each TRA Party and each of their assignees acknowledge and agree that the information of PubCo is confidential and, except in the course of performing any duties as necessary for PubCo and its Affiliates, as required by law or legal process or to enforce the terms of this Agreement, such person shall keep and retain in the strictest confidence and not disclose to any Person any confidential matters, acquired pursuant to this Agreement, of PubCo and its Affiliates and successors, concerning the Company and its Affiliates and successors or the TRA Parties, learned by the TRA Parties heretofore or hereafter. This Section 7.11 shall not apply to (i) any information that has been made publicly available by PubCo or any of its Affiliates, becomes public knowledge (except as a result of an act of the TRA Party in violation of this Agreement) or is generally known to the business community and (ii) the disclosure of information to the extent necessary for the TRA Party to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any Taxing Authority or to prosecute or defend any action, proceeding or audit by any Taxing Authority with respect to such returns. Notwithstanding anything to the contrary herein, each TRA Party and each of their assignees (and each employee, representative or other agent of such TRA Party or its assignees, as applicable) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of PubCo, the Company and their Affiliates, and any of their transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to such TRA Party relating to such tax treatment and tax structure.

(b) If a TRA Party or an assignee commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.11, PubCo shall have the right and remedy to have the provisions of this Section 7.11 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to PubCo or any of its Subsidiaries or the TRA Parties and the accounts and funds managed by PubCo and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

Section 7.12 Company Agreement. This Agreement shall be treated as part of the Company Agreement as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations.

Section 7.13 Change in Law. Notwithstanding anything herein to the contrary, if, in connection with an actual or proposed change in law, a TRA Party reasonably believes that the existence of this Agreement could cause income (other than income arising from receipt of a payment under this Agreement) recognized by such TRA Party (or direct or indirect equity holders in such TRA Party) upon an Exchange to be treated as ordinary income rather than capital gain (or otherwise taxed at ordinary income rates) for U.S. federal income Tax purposes or would have other material adverse tax consequences to PubCo or such TRA Party or any direct or indirect owner of such TRA Party, then at the election of such TRA Party and to the extent specified by such TRA Party, this Agreement (i) shall cease to have further effect with respect to such TRA Party, (ii) shall not apply to an Exchange occurring after a date specified by such TRA Party, or (iii) shall otherwise be amended in a manner determined by such TRA Party; provided that such amendment shall not result in an increase in payments under this Agreement to such TRA Party at any time as compared to the amounts and times of payments that would have been due to such TRA Party in the absence of such amendment.

[*The remainder of this page is intentionally blank*]

IN WITNESS WHEREOF, the Company, PubCo and each of the TRA Parties have duly executed this Agreement as of the date first written above.

**Hagerty Inc.**

By: _____
Name:
Title:

**The Hagerty Group, LLC**

By: _____
Name:
Title:

**Hagerty Holding Corp.**

By: _____
Name:
Title:

Supplemental information for purposes of Section 7.1:

Notices to Hagerty Holding Corp. shall be delivered to:

Hagerty Holding Corp.
P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Jessica Sullivan, Vice President of Shareholder Relations
E-mail: jsullivan@hagerty.com

with copies to:

Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Attention: Sean Keyvan
E-mail: skeyvan@sidley.com

**Markel Corporation**

By: _____
Name:
Title:

Supplemental information for purposes of Section 7.1:

Notices to Markel shall be delivered at:

Markel Corporation
4521 Highwoods Parkway
Glen Allen, VA 23060
Attention: Managing Executive, Corporate Development
E-mail: Rob.Whitt@markel.com

with copies (which shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Michael Pinsel
Email: mpinsel@sidley.com

**Exhibit A Form of Joinder**

This JOINDER (this "Joinder") to the Tax Receivable Agreement (as defined below), dated as of [–], is by and among Hagerty Inc., a Delaware corporation (the "PubCo"), The Hagerty Group, LLC, a Delaware limited liability company (the "Company"), and [–] ("Permitted Transferee").

WHEREAS, on [–], Permitted Transferee acquired (the "Acquisition") [Company Interests and the corresponding shares of Class V common stock] [the right to receive any and all payments that may become due and payable under the Tax Receivable Agreement with respect to Company Interests that were previously Exchanged and are described in greater detail in Annex A to this Joinder] from ("Transferor"); and

WHEREAS, Transferor, in connection with the Acquisition, has required Permitted Transferee to execute and deliver this Joinder pursuant to Section 7.5(a) or (b) of the Tax Receivable Agreement, dated as of [–], by and among PubCo and the TRA Parties (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 TRA Party, for all purposes, 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 7.1 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

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

**[PERMITTED TRANSFEREE]**

By: _____
Name:
Title:

Address for notices:

**Exhibit 10.5**

**LOCK-UP AGREEMENT**

THIS LOCK-UP AGREEMENT (this "Agreement") is dated as of [•], 2021, by and between the undersigned (the "Holder") and Aldel Financial Inc., a Delaware corporation ("Buyer"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Business Combination Agreement (as defined below).

**BACKGROUND**

A. Buyer, Aldel Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Buyer, and The Hagerty Group, LLC, a Delaware limited liability company (the "Company"), entered into a Business Combination Agreement dated as of August 17, 2021 (the "Business Combination Agreement").

B. The Holder is the record and/or beneficial owner of certain number of Company Equity Interests, which will be exchanged for shares of Buyer Class V Common Stock pursuant to the Business Combination Agreement.

C. On the date hereof, the Company and the Holder entered into that certain Exchange Agreement (the "Exchange Agreement"), pursuant to which at certain specified times and subject to the terms and conditions set forth in the Exchange Agreement, the Company will issue to the Holder, one share of Buyer Class A Common Stock in exchange for each unit of Company Equity Interests and share of Buyer Class V Common Stock;

D. As a condition of, and as a material inducement for Buyer to enter into and consummate the transactions contemplated by the Business Combination Agreement, the Holder has agreed to execute and deliver this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**AGREEMENT**

1. Lock-up.

(a) Except as permitted by this Section 1, during the Lock-up Period (as defined below), the Holder irrevocably agrees, it, he or she will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any of the Lock-up Shares (as defined below), enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such Lock-up Shares, whether any of these transactions are to be settled by delivery of any such Lock-up Shares, in cash or otherwise, publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, or engage in any Short Sales (as defined below) with respect to any security of Buyer.

(b) In furtherance of the foregoing, Buyer will (i) place a stop order on all Lock-up Shares, including those which may be covered by a registration statement, and (ii) notify Buyer's transfer agent in writing of the stop order and the restrictions on such Lock-up Shares under this Agreement and direct Buyer's transfer agent not to process any attempts by the Holder to resell or transfer any Lock-up Shares, except in compliance with this Agreement. Such stop order will expire, be revoked or be rescinded upon the expiration of the Lock-up Period or any waiver, amendment or rescission of this Section 1 pursuant to the terms of this Agreement or the termination of this Agreement pursuant to Section 5.

(c) For purposes hereof, "Short Sales" include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-US broker dealers or foreign regulated brokers.

(d) For purpose of this Agreement, the "Lock-up Period" means with respect to the Lock-up Shares, the period commencing on the Closing Date and ending on the date that is the earlier of (i) the expiration of the Founder Shares Lock-up Period (as defined in that certain Letter Agreement, dated April 8, 2021, by and among the Company and its officers, directors, Aldel Investors LLC and FG SPAC Partners LP) and (ii) one hundred eighty (180) days after the consummation of the Merger.

Notwithstanding the foregoing, the restrictions set forth herein shall not apply to: (1) transfers or distributions of Lock-up Shares (or equity of the Holder or the Holder's partners, members or stockholders) to the Holder's current or former general or limited partners, subsidiaries, managers or members, stockholders, other equityholders or direct or indirect affiliates (within the meaning of Rule 405 under the Securities Act of 1933, as amended) or to the estates of any of the foregoing; (2) transfers by bona fide gift, including to charitable organizations, or to a member of the Holder's immediate family or to a trust, the beneficiary of which is the Holder or a member of the Holder's immediate family for estate planning purposes; (3) by virtue of the laws of descent and distribution upon death of the Holder; (4) pursuant to a qualified domestic relations order; (5) a bona fide tender offer, merger, consolidation or other similar transaction in each case made to all holders of the shares involving a Change of Control (as defined below) (including negotiating and entering into an agreement providing for any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, the Holder's Lock-up Shares shall remain subject to the provisions of this Section 1; (6) inclusion of the Lock-up Shares in a resale registration statement filed by the Buyer pursuant to any registration rights agreement with the Buyer (provided that the sale of any such Lock-up Shares shall be subject to the provisions of this Section 1); or (7) any other transfer that is a Qualified Transfer within the meaning of Buyer's Second Amended and Restated Certificate of Incorporation that will become effective upon the consummation of the Transactions, in each case where such transferee agrees to be bound by the terms of this Agreement. For the avoidance of doubt, the restrictions set forth herein shall also not apply to (A) transfers of any shares of Class A Common Stock of Buyer acquired in the PIPE Financing, or (B) transactions relating to Class A Common Stock of Buyer or other securities convertible into or exercisable or exchangeable for Class A Common Stock of Buyer acquired in open market transactions after the effective time of the Merger. The Holder shall be permitted to enter into a trading plan established in accordance with Rule 10b5-1 under the Exchange Act during the applicable Lock-up Period so long as no transfers or other dispositions of the Holder's Lock-up Shares in contravention of this Section 1 are effected prior to the expiration of the applicable Lock-up Period.

In addition, after the Closing Date, if there is a Change of Control, then upon the consummation of such Change of Control, all Lock-up Shares shall be released from the restrictions contained herein. A "Change of Control" means: (a) the sale of all or substantially all of the consolidated assets of Buyer and Buyer subsidiaries to a third-party Buyer; (b) a sale resulting in no less than a majority of the voting power of the Buyer being held by person that did not own a majority of the voting power prior to such sale; or (c) a merger, consolidation, recapitalization or reorganization of Buyer with or into a third-party Buyer that results in the inability of the pre-transaction equity holders to designate or elect a majority of the Board of Directors (or its equivalent) of the resulting entity or its parent company.

In the event that, during the Lock-up Period, Buyer releases or waives any prohibitions or restrictions similar to those contained in this Agreement that are set forth in any other agreement limiting the transfer of any securities of Buyer held by any director, officer or Significant Holder (as defined below), the same percentage of the total number of outstanding securities of Buyer held by the Holder on the date of such release or waiver as the percentage of the total number of outstanding securities of the Company held by such director, officer or such Significant Holder on the date of such release or waiver that are the subject of such release or waiver shall be immediately and fully released on the same terms from the applicable prohibitions set forth herein. For the purposes of the foregoing, a "Significant Holder" shall mean any person or entity that (together with any investment funds affiliated with such person or entity) beneficially owns five percent (5%) or more of the total outstanding common stock of Buyer. Notwithstanding the foregoing, the provisions of this paragraph shall not apply (w) if the release or waiver is effected solely to permit a transfer not involving a disposition for value, and if the transferee agrees in writing at the time of transfer to be bound by the same terms described in this Agreement to the extent and for the duration that such terms remain in effect, (x) in the case of any secondary underwritten public offering of securities of Buyer (including a secondary underwritten public offering with a primary component), provided that, if the Holder has a contractual right to demand or require the registration of the Holder's Shares or otherwise "piggyback" on a registration statement filed by Buyer for the offer and sale of common stock of Buyer, the Holder is offered the opportunity to participate in such underwritten public offering on a basis consistent with such contractual rights and otherwise on the same terms as any other stockholder in such underwritten offering, (y) if the total value of securities of Buyer for which Buyer has granted releases or waivers during the term of this letter agreement is less than or equal to Twenty-Five Million Dollars ($25,000,000) in the aggregate, or (z) if the release or waiver is granted to a natural person due to circumstances of an emergency or hardship as determined by Buyer in its sole judgment. Buyer shall use commercially reasonable efforts to promptly notify the Holder of each such release or waiver of securities of Buyer held by any director, officer or Significant Holder (provided that the failure to provide such notice shall not give rise to any claim or liability against Buyer).

2. Representations and Warranties. Each of the parties hereto, by their respective execution and delivery of this Agreement, hereby represents and warrants to the others and to all third party beneficiaries of this Agreement that (a) such party has the full right, capacity and authority to enter into, deliver and perform its respective obligations under this Agreement, (b) this Agreement has been duly executed and delivered by such party and is the binding and enforceable obligation of such party, enforceable against such party in accordance with the terms of this Agreement (except as such enforceability may be limited or otherwise affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and principles of equity, whether considered at law or equity), and (c) the execution, delivery and performance of such party's obligations under this Agreement will not conflict with or breach the terms of any other agreement, contract, commitment or understanding to which such party is a party or to which the assets or securities of such party are bound.

3. Beneficial Ownership. The Holder hereby represents and warrants that, as of the date of this Agreement, it does not beneficially own, directly or through its nominees (as determined in accordance with Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder), any shares of capital stock of Buyer, or any economic interest in or derivative of such stock, other than those securities specified on the signature page hereto. For purposes of this Agreement, the Company Equity Interests beneficially owned by the Holder as specified on the signature hereto, and the shares of Buyer such shares will be converted into in connection with the Transaction, are collectively referred to as the "Lock-up Shares."

4. No Additional Fees/Payment. Other than the consideration specifically referenced herein, the parties hereto agree that no fee, payment or additional consideration in any form has been or will be paid to the Holder in connection with this Agreement.

5. Termination. This Agreement and all of its provisions shall terminate and be of no further force or effect upon the earlier to occur of (a) termination of the Business Combination Agreement in accordance with its terms or (b) the expiration of the Lock-up Period.

6. Notices. Any notices required or permitted to be sent hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (a) if by hand or recognized courier service, by 4:00 PM on a business day, addressee's day and time, on the date of delivery, and otherwise on the first business day after such delivery; (b) if by fax or email, on the date that transmission is confirmed electronically, if by 4:00 PM on a business day, addressee's day and time, and otherwise on the first business day after the date of such confirmation; or (c) five (5) days after mailing by certified or registered mail, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

(a) If to Buyer, to:

Aldel Financial Inc.
105 S Maple Street
Itasca, IL 60143
Attention: Hassan Baqar
E-mail: hbaqar@sequoiafin.com

with a copy to (which shall not constitute notice):

Loeb & Loeb
345 Park Avenue, 19th Floor
New York, NY 10154
Attention: Mitchell S. Nussbaum, Esq.
E-mail: mnussbaum@loeb.com

(b) If to the Holder, to the address set forth on the Holder's signature page hereto, with a copy, which shall not constitute notice, to:

The Hagerty Group, LLC
P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Barbara Matthews, General Counsel
E-mail: bmatthews@hagerty.com

or to such other address as any party may have furnished to the others in writing in accordance herewith.

7. Enumeration and Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

8. Counterparts. This Agreement may be executed in facsimile and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement. The delivery of an electronic signature to, or a copy/scan of a manual signature on a counterpart to, this Agreement by facsimile, email or other electronic transmission shall be deemed an original signature for all purposes hereunder.

9. Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto. The Holder hereby acknowledges and agrees that this Agreement is entered into for the benefit of and is enforceable by Buyer and its successors and assigns.

10. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision will be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

11. Amendment. This Agreement may be amended or modified by written agreement executed by each of the parties hereto.

12. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

13. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

14. Governing Law. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Delaware.

15. Controlling Agreement. To the extent the terms of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) directly conflicts with a provision in the Business Combination Agreement, the terms of this Agreement shall control.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Lock-up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**ALDEL FINANCIAL INC.**

By: _____
Name:
Title:

*Signature Page to Lock-up Agreement*

IN WITNESS WHEREOF, the parties hereto have caused this Lock-up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**HOLDERS:**

**MARKEL CORPORATION**

By: _____
Name:

Address: 4521 Highwoods Parkway
Glen Allen, VA 23060

**NUMBER OF LOCK-UP SHARES:**

[●] Shares of Class V Common Stock

**HAGERTY HOLDING CORP.**

By: _____
Name:

Address: P.O. Box 1303
Traverse City, MI 49685-1303

**NUMBER OF LOCK-UP SHARES:**

[●] Shares of Class V Common Stock

**Exhibit 10.6**

**FOURTH AMENDED AND RESTATED**

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**THE HAGERTY GROUP, LLC**

**DATED AS OF [●], 2021**

THE LIMITED LIABILITY COMPANY INTERESTS IN THE HAGERTY GROUP, LLC HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES LAWS OF ANY STATE, OR ANY OTHER APPLICABLE SECURITIES LAWS, AND HAVE BEEN OR ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE SECURITIES LAWS OF ANY STATE AND ANY OTHER APPLICABLE SECURITIES LAWS; (II) THE TERMS AND CONDITIONS OF THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT; AND (III) ANY OTHER TERMS AND CONDITIONS AGREED TO IN WRITING BETWEEN THE MANAGING MEMBER AND THE APPLICABLE MEMBER. THE LIMITED LIABILITY COMPANY INTERESTS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS, THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, AND ANY OTHER TERMS AND CONDITIONS AGREED TO IN WRITING BY THE MANAGING MEMBER AND THE APPLICABLE MEMBER. THEREFORE, PURCHASERS AND OTHER TRANSFEREES OF SUCH LIMITED LIABILITY COMPANY INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT OR ACQUISITION FOR AN INDEFINITE PERIOD OF TIME.

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**FOURTH AMENDED AND RESTATED**

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**THE HAGERTY GROUP, LLC**

This FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (as amended, supplemented or restated from time to time, this "**Agreement**") is entered into as of [●], 2021, by and among The Hagerty Group, LLC, a Delaware limited liability company (the "**Company**"), Hagerty, Inc., a Delaware corporation ("**PubCo**"), Hagerty Holding Corp., a Delaware corporation ("**HHC**"), Markel Corporation, a Virginia corporation ("**Markel**"), and each other Person who is or at any time becomes a Member in accordance with the terms of this Agreement and the Act. Capitalized terms used herein and not otherwise defined have the respective meanings set forth in Section 1.1.

**RECITALS**

**WHEREAS**, the Company was formed under the provisions of the Delaware Limited Liability Company Act (6 *Del.C.* §18-101, *et seq.*), as amended from time to time (the "**Act**"), as a result of the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on September 23, 2009, and, from the time of formation until January 1, 2010, the Company was governed by the Limited Liability Company Agreement of the Company, dated as of September 23, 2009;

**WHEREAS**, from January 1, 2010 until September 30, 2014, the Company was governed by the First Amended and Restated Limited Liability Company Agreement of the Company, dated as of January 1, 2010 and amended as of January 1, 2012;

**WHEREAS**, from September 30, 2014 until June 20, 2019, the Company was governed by the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of September 30, 2014 and amended as of February 28, 2019;

**WHEREAS**, from June 20, 2019 until the date hereof, the Company was governed by the Third Amended and Restated Limited Liability Company Agreement of the Company, dated as of June 20, 2019 (the "**Third Amended and Restated LLC Agreement**");

**WHEREAS**, HHC and Markel have been the members of the Company since the March 17, 2019;

**WHEREAS**, pursuant to the terms of that certain Business Combination Agreement, dated as of August 17, 2021, (the "**Business Combination Agreement**"), by and among PubCo, the Company and Aldel Merger Sub LLC, it was agreed that PubCo would be admitted as a Member of the Company in connection with the transactions contemplated thereby (the "**Business Combination**");

**WHEREAS**, pursuant to the Business Combination Agreement, and as more fully described therein, (i) PubCo shall contribute to the Company the Contributed Cash (as defined in the Business Combination Agreement), (ii) the Company shall issue [●] Units to PubCo and (iii) [●] Units held by HHC will convert into the right to receive the Secondary Cash Consideration (as defined in the Business Combination Agreement);

**WHEREAS**, the Units owned by each of the Members immediately after the Business Combination are set forth on Exhibit A; and

**WHEREAS**, the Members of the Company desire to amend and restate the Third Amended and Restated LLC Agreement and adopt this Agreement, which shall supersede and replace the Third Amended and Restated LLC Agreement in its entirety as of the date hereof.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

## ARTICLE I

## DEFINITIONS

Section 1.1 **Definitions**. As used in this Agreement and the Schedules and Exhibits attached to this Agreement, the following definitions shall apply:

"**501(c) Organization**" means an entity that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code (or any successor provision thereto).

"**Act**" has the meaning given to such term in the recitals hereof.

"**Action**" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Entity.

"**Adjusted Basis**" has the meaning given such term in Section 1011 of the Code.

"**Adjusted Capital Account Deficit**" means the deficit balance, if any, in such Member's Capital Account at the end of any Fiscal Year or other taxable period, with the following adjustments:

(a) credit to such Capital Account any amount that such Member is obligated to restore under Treasury Regulations Section 1.704-1(b)(2)(ii)(*c*), as well as any addition thereto pursuant to the next to last sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) after taking into account thereunder any changes during such year in Company Minimum Gain and Member Minimum Gain; and

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

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

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. For these purposes, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; *provided* that, for purposes of this Agreement, (a) no Member shall be deemed an Affiliate of the Company or any of its Subsidiaries and (b) none of the Company or any of its Subsidiaries shall be deemed an Affiliate of any Member.

"**Agreement**" is defined in the preamble to this Agreement.

"**Alliance Agreement**" means that certain Fourth Amended and Restated Master Alliance Agreement, dated as of [●], 2021, by and between the Company and Markel, as the same may be amended, supplemented or restated from time to time.

"**beneficially own**" and "**beneficial owner**" shall be as defined in Rule 13d-3 of the rules promulgated under the Exchange Act.

"**Board**" means the board of directors of PubCo.

"**Business**" means (a) the automotive lifestyle, brand, membership, roadside assistance, media, content and valuation businesses and personal and commercial collector vehicle and other collectible insurance business, (b) ancillary businesses relating to the preservation, safety and enjoyment of vehicles, boats and collectibles and (c) any other business in which the Company and its Subsidiaries are engaged.

"**Business Combination**" is defined in the recitals to this Agreement.

"**Business Combination Agreement**" is defined in the recitals to this Agreement.

"**Business Day**" means any day (other than a Saturday or Sunday) on which commercial banks in the city of the Company's principal place of business are generally open for business.

"**Capital Account**" means, with respect to any Member, the Capital Account maintained for such Member in accordance with Section 3.4.

"**Capital Contribution**" means, with respect to any Member, the amount of cash and the initial Gross Asset Value of any property (other than cash) contributed to the Company by such Member. Any reference to the Capital Contribution of a Member will include any Capital Contributions made by a predecessor holder of such Member's Units to the extent that such Capital Contribution was made in respect of Units Transferred to such Member.

"**Change of Control**" means the occurrence of any of the following events or series of events after the closing of the Business Combination:

(a) any Person (excluding a corporation or other entity owned, directly or indirectly, by the shareholders of PubCo in substantially the same proportions as their ownership of PubCo Shares and excluding the Members and their Affiliates) is or becomes the beneficial owner, directly or indirectly, of securities of PubCo representing greater voting power of PubCo than the voting power of PubCo held by HHC at such time;

(b) there is consummated a merger or consolidation of PubCo with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, the voting securities of PubCo immediately prior to such merger or consolidation do not continue to represent or are not converted into more than 50% of the combined voting power of the then-outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(c) the shareholders of PubCo approve a plan of complete liquidation or dissolution of PubCo or there is consummated an agreement or series of related agreements for the sale or other disposition, directly or indirectly, by PubCo of all or substantially all of PubCo's assets, other than such sale or other disposition by PubCo of all or substantially all of PubCo's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by shareholders of PubCo in substantially the same proportions as their ownership of PubCo immediately prior to such sale.

"**Change of Control Exchange Date**" is defined in Section 3.6.

"**Charitable Trust**" means a trust that is a 501(c) Organization (whether a determination letter with respect to such exemption is issued before, at or after the date hereof), and further includes any successor entity that is a 501(c) Organization upon a conversion of, or transfer of all or substantially all of the assets of, a Charitable Trust to such successor entity (whether a determination letter with respect to such successor's exemption is issued before, at or after the conversion date).

"**Class A Shares**" means, as applicable, (a) the Class A Common Stock, par value $0.0001 per share, of PubCo or (b) following any consolidation, merger, reclassification or other similar event involving PubCo, any shares or other securities of PubCo or any other Person or cash or other property that become payable in consideration for the Class A Shares or into which the Class A Shares is exchanged or converted as a result of such consolidation, merger, reclassification or other similar event.

"**Class V Shares**" means, as applicable, (a) the Class V Common Stock, par value $0.0001 per share, of PubCo or (b) following any consolidation, merger, reclassification or other similar event involving PubCo, any shares or other securities of PubCo or any other Person or cash or other property that become payable in consideration for the Class V Shares or into which the Class V Shares is exchanged or converted as a result of such consolidation, merger, reclassification or other similar event.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Commission**" means the U.S. Securities and Exchange Commission, including any governmental body or agency succeeding to the functions thereof.

"**Company**" is defined in the preamble to this Agreement.

"**Company Level Taxes**" means any U.S. federal, state, or local taxes, additions to tax, penalties, and interest payable by the Company or any of its Subsidiaries as a result of any examination of the Company's or any of its Subsidiaries' affairs by any U.S. federal, state, or local tax authorities, including resulting administrative and judicial proceedings under the Partnership Tax Audit Rules.

"**Company Minimum Gain**" has the meaning of "partnership minimum gain" set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d). It is further understood that Company Minimum Gain shall be determined in a manner consistent with the rules of Treasury Regulations Section 1.704-2(b)(2), including the requirement that if the adjusted Gross Asset Value of property subject to one or more Nonrecourse Liabilities differs from its adjusted tax basis, Company Minimum Gain shall be determined with reference to such Gross Asset Value.

"**Company Representative**" has the meaning assigned to the term "partnership representative" in Section 6223 of the Code and any "designated individual," if applicable, as defined in the Treasury Regulations promulgated thereunder (including, in each case, any similar capacity or role under relevant state or local law), as appointed pursuant to Section 9.4.

"**Contract**" means any written agreement, contract, lease, sublease, license, sublicense, obligation, promise or undertaking.

"**control**" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

"**Covered Audit Adjustment**" means an adjustment to any partnership-related item (within the meaning of Section 6241(2)(B) of the Code) to the extent such adjustment results in an "imputed underpayment" as described in Section 6225(b) of the Code or any analogous provision of state or local Law.

"**Covered Person**" is defined in Section 6.2(a).

"**Debt Securities**" means any and all debt instruments or debt securities that are not convertible or exchangeable into Equity Securities of PubCo.

"**Depreciation**" means, for each Fiscal Year or other taxable period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other taxable period, except that (a) with respect to any such property the Gross Asset Value of which differs from its Adjusted Basis for U.S. federal income tax purposes and which difference is being eliminated by use of the "remedial method" pursuant to Treasury Regulations Section 1.704-3(d), Depreciation for such Fiscal Year or other taxable period shall be the amount of book basis recovered for such Fiscal Year or other taxable period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), and (b) with respect to any other such property the Gross Asset Value of which differs from its Adjusted Basis for U.S. federal income tax purposes at the beginning of such Fiscal Year or other taxable period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year or other taxable period bears to such beginning Adjusted 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 or other taxable period is zero, Depreciation with respect to such asset shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managing Member.

"**DGCL**" means the General Corporation Law of the State of Delaware, as amended from time to time (or any corresponding provisions of succeeding law).

"**Discount**" means any underwriters' discounts or commissions and brokers' fees or commissions.

"**Equity Securities**" means (a) with respect to a partnership, limited liability company or similar Person, any and all units, interests, rights to purchase, warrants, options or other equivalents of, or other ownership interests in, any such Person as well as debt or equity instruments convertible, exchangeable or exercisable into any such units, interests, rights or other ownership interests and (b) with respect to a corporation, any and all shares, interests, participation or other equivalents (however designated) of corporate stock, including all common stock and preferred stock, or warrants, options or other rights to acquire any of the foregoing, including any debt instrument convertible or exchangeable into any of the foregoing.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Excess Tax Amount**" is defined in Section 9.5(c).

"**Exchange Act**" means the Securities Exchange Act of 1934, and the rules and regulations promulgated thereunder, as the same may be amended from time to time (or any corresponding provisions of succeeding law).

"**Exchange Agreement**" means that certain exchange agreement, dated as of the date hereof, by and among PubCo, the Company, HHC, Markel and such other Persons from time to time party thereto, as the same may be amended, supplemented or restated from time to time, attached hereto as Exhibit B.

"**Exchange Transaction**" means an exchange of Units and Class V Shares for Class A Shares pursuant to, and in accordance with, the Exchange Agreement.

"**Fair Market Value**" means the fair market value of any property as reasonably determined by the Managing Member after taking into account such factors as the Managing Member shall deem appropriate.

"**Family Member**" means a spouse, sibling or spouse of a sibling, lineal descendant (whether natural or adopted) or spouse of a lineal descendant, or any trust created for the benefit of any such individual or of which any of the foregoing is a beneficiary.

"**Federal Bankruptcy Code**" means Title 11 of the United States Code, as amended from time to time, and all rules and regulations promulgated thereunder.

"**Fiscal Year**" means the fiscal year of the Company, which shall end on December 31 of each calendar year unless, for U.S. federal income tax purposes, another fiscal year is required. The Company shall have the same fiscal year for U.S. federal income tax purposes and for accounting purposes.

"**GAAP**" means U.S. generally accepted accounting principles at the time.

"**Governmental Entity**" means any federal, national, supranational, state, provincial, local, foreign or other government, governmental, stock exchange, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

"**Gross Asset Value**" means, with respect to any asset, the asset's Adjusted Basis for U.S. federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset as of the date of such contribution;

(b) the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross Fair Market Values as of the following times: (i) the acquisition of an interest (or additional interest) in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution to the Company or in exchange for the performance of more than a *de minimis* amount of services to or for the benefit of the Company; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company assets as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(*g*)(1), (iv) the acquisition of an interest in the Company by any new or existing Member upon the exercise of a noncompensatory option in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(*s*); or (v) any other event to the extent determined by the Managing Member to be permitted and necessary or appropriate to properly reflect Gross Asset Values in accordance with the standards set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(*q*); *provided*, *however*, that adjustments pursuant to clauses (i), (ii) and (iv) above shall be made only if the Managing Member reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company. If any noncompensatory options are outstanding upon the occurrence of an event described in this subsection (b)(i) through (b)(v), the Company shall adjust the Gross Asset Values of its properties in accordance with Treasury Regulations Sections 1.704-1(b)(2)(iv)*(f)*(1) and 1.704-1(b)(2)(iv)*(h)*(2);

(c) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross Fair Market Value of such asset on the date of such distribution;

(d) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the Adjusted Basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, 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 subsection (f) in the definition of "Profits" or "Losses" below or Section 4.2(h); *provided*, *however*, that the Gross Asset Value of a Company asset shall not be adjusted pursuant to this subsection(d) to the extent the Managing Member determines that an adjustment pursuant to subsection (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (d); and

(e) if the Gross Asset Value of a Company asset has been determined or adjusted pursuant to subsections (a), (b) or (d) of this definition of Gross Asset Value, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits, Losses, and other items allocated pursuant to Article IV.

"**HHC**" is defined in the preamble to this Agreement.

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

"**Insurance Policy**" means any treaty, policy, binder or contract of insurance or reinsurance, including any amendments or endorsements thereto, which may be evidenced by group or individual policy forms, certificates, binders or slips.

"**Interest**" means the entire interest of a Member in the Company, including the Units and all of such Member's rights, powers and privileges under this Agreement and the Act.

"**Investment Company Act**" means the Investment Company Act of 1940, as the same may be amended from time to time (or any corresponding provisions of succeeding law).

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law) of any Governmental Entity.

"**Legal Action**" is defined in Section 11.8.

"**Liability**" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due, regardless of when asserted.

"**Liquidating Event**" is defined in Section 10.1.

"**Managing Member**" means PubCo, in its capacity as sole managing member of the Company. The Managing Member shall be the "manager" of the Company for the purposes of the Act.

"**Markel**" is defined in the recitals to this Agreement.

"**Member**" means any Person that executes this Agreement as a Member, and any other Person admitted to the Company as an additional or substituted Member, in each case, that has not made a disposition of such Person's entire Interest.

"**Member Minimum Gain**" has the meaning ascribed to "partner nonrecourse debt minimum gain" set forth in Treasury Regulations Section 1.704-2(i). It is further understood that the determination of Member Minimum Gain and the net increase or decrease in Member Minimum Gain shall be made in the same manner as required for such determination of Company Minimum Gain under Treasury Regulations Sections 1.704-2(d) and 1.704-2(g)(3).

"**Member Nonrecourse Debt**" has the meaning of "partner nonrecourse debt" set forth in Treasury Regulations Section 1.704-2(b)(4).

"**Member Nonrecourse Deductions**" has the meaning of "partner nonrecourse deductions" set forth in Treasury Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"**National Securities Exchange**" means an exchange registered with the Commission under the Exchange Act.

"**New Business Opportunity**" is defined in Section 7.4(d).

"**New Business Proponent**" is defined in Section 7.4(d).

"**Nonrecourse Deductions**" has the meaning assigned that term in Treasury Regulations Section 1.704-2(b).

"**Nonrecourse Liability**" is defined in Treasury Regulations Section 1.704-2(b)(3).

"**Partnership Tax Audit Rules**" means Sections 6221 through 6241 of the Code, together with any final or temporary Treasury Regulations, Revenue Rulings, and case law interpreting Sections 6221 through 6241 of the Code (and any analogous provision of state or local tax Law).

"**Person**" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act.

"**Plan Asset Regulations**" means the regulations issued by the U.S. Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, or any successor regulations as the same may be amended from time to time.

"**Proceeding**" is defined in Section 6.2(a).

"**Profits**" or "**Losses**" means, for each Fiscal Year or other taxable period, an amount equal to the Company's taxable income or loss for such 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):

(a) any income or gain of the Company that is exempt from U.S. federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(b) any expenditures of the Company 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 Profits or Losses, shall be subtracted from such taxable income or loss;

(c) if the Gross Asset Value of any Company asset is adjusted pursuant to subsection (b) or (c) of the definition of Gross Asset Value above, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the Company asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the Company asset) from the disposition of such asset and shall, except to the extent allocated pursuant to Section 4.2, be taken into account for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of Company assets with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed with reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(e) 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;

(f) to the extent an adjustment to the adjusted tax basis of any asset pursuant to Section 734(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 Account balances as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or an item of loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) any items of income, gain, loss or deduction that are specifically allocated pursuant to the provisions of Section 4.2 shall not be taken into account in computing Profits or Losses for any taxable year, but such items available to be specially allocated pursuant to Section 4.2 will be determined by applying rules analogous to those set forth in subsections (a) through (f) above.

"**Property**" means all real and personal property owned by the Company from time to time, including both tangible and intangible property.

"**PubCo**" is defined in the recitals to this Agreement.

"**PubCo Approved Change of Control**" means any Change of Control specified in clause (b) of the definition thereof that meets the following conditions: (i) such Change of Control was duly approved by the Board and the holders of the PubCo Shares prior to such Change of Control, (ii) such Change of Control results in an early termination of and acceleration of payments under the Tax Receivable Agreement, and (iii) the terms of such Change of Control provide for the consideration for the Units in such Change of Control to consist solely of (A) freely and immediately tradeable common equity securities of an issuer listed on a national securities exchange or (B) cash.

"**PubCo Shares**" means all shares of stock in PubCo, including the Class A Shares and the Class V Shares.

"**PubCo Tax-Related Liabilities**" means (a) any aggregate federal, state, local, and non- U.S. tax obligations (including any Company Level Taxes for which PubCo is liable hereunder) owed by PubCo and (b) any obligations under the Tax Receivable Agreement payable by PubCo.

"**Public Offering**" means an underwritten offering and sale of Equity Securities to the public pursuant to a registration statement, including a "bought" deal or "overnight" public offering.

"**Qualified Entity**" means, with respect to a Qualified Holder: (i) a Qualified Trust solely for the benefit of (A) such Qualified Holder, or (B) one or more Family Members of such Qualified Holder; (ii) any general partnership, limited partnership, limited liability company, corporation, public benefit corporation or other entity with respect to which Voting Control is held by or which is wholly owned, individually or collectively, by (A) such Qualified Holder, (B) one or more Family Members of such Qualified Holder or (C) any other Qualified Entity of such Qualified Holder; (iii) any Charitable Trust validly created by a Qualified Holder; (iv) a revocable living trust, which revocable living trust is itself both a Qualified Trust and a Qualified Holder, during the lifetime of the natural person grantor of such trust; and (v) any 501(c) Organization or Supporting Organization over which (A) such Qualified Holder, (B) one or more Family Members of such Qualified Holder or (C) any other Qualified Entity of such Qualified Holder, individually or collectively, control the appointment of a majority of all trustees, board members, or members of a similar governing body, as applicable.

"**Qualified Holder**" means (i) HHC, (ii) Markel, or (iii) a Qualified Transferee of the foregoing.

"**Qualified Transfer**" means any Transfer of Units: (i) by a Qualified Holder (or the estate of a deceased Qualified Holder) to (A) one or more Family Members of such Qualified Holder or (B) any Qualified Entity of such Qualified Holder; (ii) by a Qualified Entity of a Qualified Holder to (A) such Qualified Holder or one or more Family Members of such Qualified Holder or (B) any other Qualified Entity of such Qualified Holder; or (iii) by a Qualified Holder that is a natural person or revocable living trust to a 501(c) Organization or a Supporting Organization, as well as any Transfer by a 501(c) Organization to a Supporting Organization of which such 501(c) Organization (x) is a supported organization (within the meaning of Section 509(f)(3) of the Internal Revenue Code (or any successor provision thereto)), and (y) has the power to appoint a majority of the board of directors, in each case solely so long as such 501(c) Organization or such Supporting Organization, as applicable, irrevocably elects, no later than the time such share of Class V Shares is Transferred to it, that such share of Class V Shares shall automatically be converted into Class A Shares upon the death of such Qualified Holder or the natural person grantor of such Qualified Holder.

"**Qualified Transferee**" means a Transferee of Units received in a Transfer that constitutes a Qualified Transfer.

"**Qualified Trust**" means a bona fide trust where each trustee is (i) a Qualified Holder, (ii) a Family Member of a Qualified Holder or (iii) a professional in the business of providing trustee services, including private professional fiduciaries, trust companies, accounting, legal or financial advisor, or bank trust departments.

"**Reclassification Event**" means any of the following: (a) any reclassification or recapitalization of PubCo Shares (other than as a result of a subdivision or combination or any transaction subject to Section 3.1(g)), (b) any merger, consolidation or other combination involving PubCo, or (c) any sale, conveyance, lease, or other disposal of all or substantially all the properties and assets of PubCo to any other Person, in each of clauses (a), (b) or (c), as a result of which holders of PubCo Shares shall be entitled to receive cash, securities or other property for their PubCo Shares.

"**Redemption**" means any redemption of Units pursuant to this Agreement.

"**Registration Rights Agreement**" means the Registration Rights Agreement, by and among PubCo and the Members, to be entered into concurrently with the closing of the Business Combination.

"**Regulatory Allocations**" is defined in Section 4.2(i).

"**Restricted Business**" means (a) the property and casualty insurance business in respect of personal or commercial classic, collectible (including modern collectible) and antique cars and boats; and (b) the (i) automotive lifestyle business, (ii) automotive membership, automotive marketplace, automotive association, automotive foundation or automotive club services business, (iii) automotive roadside assistance services business, (iv) automotive media and automotive media content (including magazines) business, (v) business of providing automotive warranties, (vi) the automotive financing business, (vii) the automotive leasing or peer-to-peer rental platform business, and (viii) the activities described on Schedule 7.4(b), in each case of the above clauses (i) through (viii), in respect of personal or commercial classic, collectible (including modern collectible) and antique cars and boats, it being acknowledged and agreed that the activities comprising clause (b) are to be narrowly construed to include such activities to the extent they relate primarily to personal or commercial classic, collectible (including modern collectible) and antique cars and boats, and shall not apply to activities that relate primarily to a business, product, industry or service other than personal or commercial classic, collectible (including modern collectible) and antique cars and boats; provided, that, nothing in this definition shall prohibit, preclude or restrict, or be construed to prohibit, preclude or restrict (A) providing insurance for any Person where the coverage of personal or commercial classic, collectible (including modern collectible) and antique cars and boats is ancillary to the primary coverage for such Person or (B) providing reinsurance or similar protection in any form, other than reinsurance the primary purpose or effect of which is to provide coverage on Insurance Policies of the type marketed, produced, sold, underwritten or administered in connection with the Alliance Business (as defined in the Alliance Agreement).

"**Restricted Period**" means for any Member or any of its Affiliates, the period from the date of this Agreement until the date one (1) year after the first date on which such Member no longer owns, directly or indirectly, beneficially or of record, any Units; *provided*, that for Markel and its Affiliates, "Restricted Period" means the period from the date of this Agreement until the date one (1) year after the first date on which Markel and its Affiliates no longer hold at least fifty percent (50%) of the common shares of PubCo it owns as of the closing of the Business Combination (taking into account any securities issued with respect to such common shares, any share equivalents and any adjustments to such common shares, including pursuant to a stock dividend, stock split, reclassification, recapitalization or pursuant to an exchange (including a merger or consolidation)); *provided*, *further*, that the Restricted Period for any Member and any of its Affiliates shall terminate upon a Change of Control.

"**Securities Act**" means the Securities Act of 1933, and the rules and regulations promulgated thereunder, as the same may be amended from time to time (or any corresponding provisions of succeeding law).

"**Subsidiary**" means, with respect to any specified Person, any other Person with respect to which such specified Person (a) has, directly or indirectly, the power, through the ownership of securities or otherwise, to elect a majority of directors or similar managing body or (b) beneficially owns, directly or indirectly, a majority of such Person's Equity Securities.

"**Supporting Organization**" means an entity that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) and described in Section 509(a)(3) of the Internal Revenue Code (or any successor provision thereto).

"**Tax Contribution Obligation**" is defined in Section 9.5(c).

"**Tax Offset**" is defined in Section 9.5(c).

"**Tax Receivable Agreement**" means that certain tax receivable agreement, dated as of the date hereof, by and among PubCo, the Company, HHC, Markel and such other persons from time to time party thereto, as the same may be amended, supplemented or restated from time to time.

"**Tax-Related Liabilities**" means an amount, as determined in good faith by the Managing Member, equal to aggregate federal, state, local, and non-U.S. tax payable by direct or indirect holders of equity interests in the Company on the taxable income attributable to the Company or any of its direct or indirect Subsidiaries, assuming the applicability of the highest marginal U.S. federal, state, and local income tax rates.

"**Third Amended and Restated LLC Agreement**" is defined in the recitals to this Agreement.

"**Transfer**" means, when used as a noun, any voluntary or involuntary, direct or indirect (whether through a change of control of the Transferor or any Person that controls the Transferor, the issuance or transfer of Equity Securities of the Transferor, by operation of law or otherwise), transfer, sale, pledge or hypothecation (other than a bona fide pledge to secure indebtedness) or other disposition and, when used as a verb, voluntarily or involuntarily, directly or indirectly (whether through a change of control of the Transferor or any Person that controls the Transferor, the issuance or transfer of Equity Securities of the Transferor or any Person that controls the Transferor, by operation of law or otherwise), to transfer, sell, pledge or hypothecate or otherwise dispose of; *provided*, *however*, that, notwithstanding anything in this Agreement to the contrary, the transfer of Equity Securities in Markel or any direct or indirect owner thereof shall not be deemed a Transfer for any purpose of this Agreement. The terms "Transferee," "Transferor," "Transferred," and other forms of the word "Transfer" shall have the correlative meanings.

"**Treasury Regulations**" means pronouncements, as amended from time to time, or their successor pronouncements, which clarify, interpret and apply the provisions of the Code, and which are designated as "Treasury Regulations" by the United States Department of the Treasury.

"**Uniform Commercial Code**" means the Uniform Commercial Code or any successor provision thereof as the same may from time to time be in effect in the State of Delaware.

"**Units**" means the Units issued or purchased pursuant to the Business Combination Agreement or issued pursuant to the terms of this Agreement and shall also include any Equity Security of the Company issued in respect of or in exchange for Units, whether by way of dividend or other distribution, split, recapitalization, merger, rollup transaction, consolidation, conversion or reorganization.

"**Voting Control**" with respect to any Person, means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise and, in any event and without limiting the generality of the foregoing, any Person owning a majority of the voting power of the voting securities of another Person shall be deemed to have voting control of that Person.

"**Winding-Up Member**" is defined in Section 10.2(a).

Section 1.2 **Interpretive Provisions**. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) all accounting terms not otherwise defined herein have the meanings assigned under GAAP;

(b) all references to currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States dollars;

(c) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;

(d) whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation";

(e) "or" is disjunctive and is not exclusive;

(f) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms;

(g) references to any Law shall include any successor legislation and all rules and regulations promulgated thereunder as in effect from time to time in accordance with the terms thereof and references to any Law shall be construed as including all statutory, legal, and regulatory provisions consolidating, amending or replacing such Law as amended from time to time;

(h) the words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(i) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified, and when counting days, the date of commencement will not be included as a full day for purposes of computing any applicable time periods (except as otherwise may be required under any applicable Law). If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

## ARTICLE II

## ORGANIZATION OF THE LIMITED LIABILITY COMPANY

Section 2.1 **Formation**. The Company has been formed as a limited liability company subject to the provisions of the Act upon the terms, provisions and conditions set forth in this Agreement.

Section 2.2 **Filing**. The Company's Certificate of Formation has been filed with the Secretary of State of the State of Delaware in accordance with the Act. The Members shall execute such further documents (including amendments to such Certificate of Formation) and take such further action as is appropriate to comply with the requirements of Law for the formation or operation of a limited liability company in Delaware and in all states and counties where the Company may conduct its business.

Section 2.3 **Name**. The name of the Company is "THE HAGERTY GROUP, LLC" and all business of the Company shall be conducted in such name or, in the discretion of the Managing Member, under any other name.

Section 2.4 **Registered Office; Registered Agent**. The location of the registered office of the Company and the name and address for service of process on the Company in the State of Delaware are as set forth in the Company's Certificate of Formation, or such other office, qualified Person or address, as applicable, as the Managing Member may designate from time to time.

Section 2.5 **Principal Place of Business**. The principal place of business of the Company shall be located in such place as is determined by the Managing Member from time to time.

Section 2.6 **Purpose; Powers**. The nature of the business or purposes to be conducted or promoted by the Company is to engage in the Business and any other lawful act or activity for which limited liability companies may be formed under the Act. The Company shall have the power and authority to take any and all actions and engage in any and all activities necessary, appropriate, desirable, advisable, ancillary or incidental to the accomplishment of the foregoing purpose.

Section 2.7 **Term**. The term of the Company commenced on the date of filing of the Certificate of Formation of the Company with the office of the Secretary of State of the State of Delaware in accordance with the Act and shall continue indefinitely. The Company may be dissolved and its affairs wound up only in accordance with Article X.

Section 2.8 **Intent**. It is the intent of the Members that the Company be operated in a manner consistent with its treatment as a "partnership" solely for U.S. federal (and applicable state and local) income tax purposes. It is also the intent of the Members that the Company not be operated or treated as a "partnership" for any other purpose, including for purposes of Section 303 of the Federal Bankruptcy Code. Neither the Company nor any Member shall take any action inconsistent with the express intent of the parties hereto as set forth in this Section 2.8.

## ARTICLE III

## OWNERSHIP AND CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.1 **Authorized Units; General Provisions With Respect to Units.**

(a) Subject to the provisions of this Agreement, the Company shall be authorized to issue from time to time such number of Units and such other Equity Securities as the Managing Member shall determine in accordance with Section 3.3. Each authorized Unit may be issued pursuant to such agreements as the Managing Member shall approve, including pursuant to options and warrants. The Company may reissue any Units that have been repurchased or acquired by the Company.

(b) Except to the extent explicitly provided otherwise herein (including Section 3.3), each outstanding Unit shall be identical.

(c) Initially, none of the Units will be represented by certificates. If the Managing Member determines that it is in the interest of the Company to issue certificates representing the Units, certificates will be issued and the Units will be represented by those certificates, and this Agreement shall be amended as necessary or desirable to reflect the issuance of certificated Units for purposes of the Uniform Commercial Code. Nothing contained in this Section 3.1(c) shall be deemed to authorize or permit any Member to Transfer its Units except as otherwise permitted under this Agreement.

(d) The total number of Units issued and outstanding and held by each Member as of the date hereof is set forth in the books and records of the Company. The Company shall update such books and records from time to time to reflect any Transfers of Interests in accordance with this Agreement, the issuance of additional Equity Securities and, subject to Section 11.1(a), subdivisions or combinations of Units made in compliance with Section 3.1(g), in each case, in accordance with the terms of this Agreement.

(e) If, at any time after the final delivery of Class A Shares by PubCo in the Business Combination, PubCo issues a Class A Share or any other Equity Security of PubCo (other than Class V Shares), other than in connection with an Exchange Transaction, (i) PubCo shall concurrently contribute to the Company the net proceeds (in cash or other property, as the case may be), if any, received by PubCo for such Class A Share or other Equity Security and (ii) the Company shall concurrently issue to PubCo, in accordance with the contributions made pursuant to clause (i), one Unit (if PubCo issues a Class A Share), or such other Equity Security of the Company (if PubCo issues Equity Securities other than Class A Shares) corresponding to the Equity Securities issued by PubCo, and with substantially the same rights to dividends and distributions (including distributions upon liquidation, but taking into account differences resulting from any tax or other liabilities borne by PubCo) and other economic rights as those of such Equity Securities of PubCo to be issued. If PubCo issues any Equity Security for cash to be used to fund the acquisition by PubCo of any Person or the assets of any Person, then PubCo shall not be required to transfer such cash proceeds to the Company but instead PubCo shall be required to contribute such Person or the assets and liabilities of such Person to the Company or any of its Subsidiaries. Notwithstanding the foregoing, this Section 3.1(e) shall not apply to the issuance and distribution to holders of PubCo Shares of rights to purchase Equity Securities of PubCo under a "poison pill" or similar shareholders rights plan (and upon any redemption of Units for Class A Shares, such Class A Shares will be issued together with a corresponding right under such plan), or to the issuance under PubCo's employee benefit plans of any warrants, options, other rights to acquire Equity Securities of PubCo or rights or property that may be converted into or settled in Equity Securities of PubCo, but shall in each of the foregoing cases apply to the issuance of Equity Securities of PubCo in connection with the exercise or settlement of such rights, warrants, options or other rights or property, which shall be undertaken so as to comply with the provisions of Treasury Regulations Section 1.1032-3 and deemed to occur for U.S. federal (and applicable state and local) income tax purposes as provided therein. The Company may not issue any additional Units to PubCo unless substantially simultaneously therewith PubCo issues or sells an equal number of newly issued PubCo's Class A Shares to another Person, and the Company may not issue any other Equity Securities of the Company to PubCo unless substantially simultaneously PubCo issues or sells, to another Person, an equal number of newly issued shares of a new class or series of Equity Securities of PubCo or such Subsidiary with substantially the same rights to dividends and distributions (including distributions upon liquidation, but taking into account differences resulting from any tax or other liabilities borne by PubCo) and other economic rights as those of such Equity Securities of the Company. If at any time PubCo issues Debt Securities, PubCo shall transfer to the Company (in a manner to be determined by the Managing Member in its reasonable discretion) the proceeds received by PubCo in exchange for such Debt Securities in a manner that directly or indirectly burdens the Company with the repayment of the Debt Securities. If any Equity Security outstanding at PubCo is exercised or otherwise converted and, as a result, any Equity Securities of PubCo are issued, (1) the corresponding Equity Security outstanding at the Company shall be similarly exercised or otherwise converted, as applicable, and an equivalent number of Equity Securities of the Company shall be issued to PubCo as contemplated by the first sentence of this Section 3.1(e), and (2) PubCo shall concurrently contribute to the Company the net proceeds received by PubCo from any such exercise.

(f) PubCo may not redeem, repurchase or otherwise acquire (i) any Class A Shares (including upon forfeiture of any unvested Class A Shares) unless substantially simultaneously the Company redeems, repurchases or otherwise acquires from PubCo an equal number of Units for the same price per security or (ii) any other Equity Securities of PubCo, unless substantially simultaneously the Company redeems, repurchases or otherwise acquires from PubCo an equal number of Equity Securities of the Company of a corresponding class or series with substantially the same rights to dividends and distributions (including distributions upon liquidation, but taking into account differences resulting from any tax or other liabilities borne by PubCo) and other economic rights as those of such Equity Securities of PubCo for the same price per security. The Company may not redeem, repurchase or otherwise acquire (x) any Units from PubCo unless substantially simultaneously PubCo redeems, repurchases or otherwise acquires an equal number of Class A Shares for the same price per security from holders thereof, or (y) any other Equity Securities of the Company from PubCo unless substantially simultaneously PubCo redeems, repurchases or otherwise acquires for the same price per security an equal number of Equity Securities of PubCo of a corresponding class or series with substantially the same rights to dividends and distributions (including distribution upon liquidation, but taking into account differences resulting from any tax or other liabilities borne by PubCo) and other economic rights as those of such Equity Securities of PubCo. Notwithstanding the foregoing, to the extent that any consideration payable by PubCo in connection with the redemption or repurchase of any Equity Securities of PubCo consists (in whole or in part) of Equity Securities, then the redemption or repurchase of the corresponding Equity Securities of the Company shall be effectuated in an equivalent manner.

(g) The Company shall not in any manner effect any subdivision (by any equity split, equity distribution, reclassification, recapitalization or otherwise) or combination (by reverse equity split, reclassification, recapitalization or otherwise) of the outstanding Equity Securities of the Company unless accompanied by an identical subdivision or combination, as applicable, of the outstanding PubCo Shares, with corresponding changes made with respect to any other exchangeable or convertible securities. Unless in connection with any action taken pursuant to Section 3.1(j), PubCo shall not in any manner effect any subdivision (by any equity split, equity distribution, reclassification, recapitalization or otherwise) or combination (by reverse equity split, reclassification, recapitalization or otherwise) of the outstanding PubCo Shares unless accompanied by an identical subdivision or combination, as applicable, of the outstanding Units, with corresponding changes made with respect to any other exchangeable or convertible securities.

(h) PubCo shall at all times keep available, solely for the purpose of Exchange Transactions, out of its authorized but unissued Class A Shares, such number of Class A Shares that shall be issuable upon the exchange pursuant to an Exchange Transaction of all outstanding Units (other than those Units held by PubCo). PubCo covenants that all Class A Shares that shall be issued in an Exchange Transaction shall, upon issuance thereof, be validly issued, fully paid and non-assessable. In addition, for so long as the Class A Shares are listed on a National Securities Exchange, PubCo shall use its reasonable best efforts to cause all Class A Shares issued in an Exchange Transaction to be listed on such National Securities Exchange at the time of such issuance.

(i) Notwithstanding any other provision of this Agreement, the Company may redeem Units from PubCo for cash to fund any acquisition by PubCo of another Person; *provided* that promptly after such redemption and acquisition PubCo contributes or causes to be contributed, directly or indirectly, such Person or the assets and liabilities of such Person to the Company or any of its Subsidiaries in exchange for a number of Units equal to the number of Units so redeemed.

(j) Notwithstanding any other provision of this Agreement (including Section 3.1(e)), if PubCo acquires or holds any material amount of cash in excess of any monetary obligations it reasonably anticipates (including as a result of the receipt of distributions pursuant to Section 5.2 for any period in excess of the PubCo Tax-Related Liabilities for such period), PubCo and the Managing Member may use such excess cash amount in such other manner, and make such other adjustments to or take such other actions with respect to the capitalization of PubCo and the Company and to the one-to-one exchange ratio between Units and Class A Shares, as PubCo determines to be fair and equitable to the shareholders of PubCo and to the Members and to preserve the intended economic effect of this Section 3.1 and the other provisions hereof.

Section 3.2 **Voting Rights**. No Member has any voting right except with respect to those matters specifically reserved for a Member vote under the Act and for matters expressly requiring the approval of Members under this Agreement. Except as otherwise required by the Act, each Unit will entitle the holder thereof to one vote on all matters to be voted on by the Members. Except as otherwise expressly provided in this Agreement, the holders of Units having voting rights will vote together as a single class on all matters to be approved by the Members.

Section 3.3 **Capital Contributions; Unit Ownership.**

(a) *Capital Contributions*. Except as otherwise set forth in Section 3.1 with respect to the obligations of PubCo, no Member shall be required to make additional Capital Contributions.

(b) *Issuance of Additional Interests*. Except as otherwise expressly provided in this Agreement, the Managing Member shall have the right to authorize and cause the Company to issue on such terms (including price) as may be determined by the Managing Member (i) subject to the limitations of Section 3.1, additional Equity Securities in the Company (including creating preferred interests or other classes or series of interests having such rights, preferences and privileges as determined by the Managing Member, which rights, preferences and privileges may be senior to the Units), and (ii) obligations, evidences of Indebtedness or other securities or interests convertible or exchangeable for Equity Securities in the Company; *provided* that, at any time following the date hereof, the Company shall not issue Equity Securities in the Company to any Person unless such Person shall have executed a counterpart to this Agreement and all other documents, agreements or instruments deemed necessary or desirable in the reasonable discretion of the Managing Member. Upon such issuance and execution, such Person shall be admitted as a Member of the Company. In that event, the Managing Member shall update the Company's books and records to reflect such additional issuances. Subject to Section 11.1, the Managing Member is hereby authorized to amend this Agreement to set forth the designations, preferences, rights, powers and duties of such additional Equity Securities in the Company, or such other amendments that the Managing Member determines to be otherwise necessary or appropriate in connection with the creation, authorization or issuance of, any class or series of Equity Securities in the Company pursuant to this Section 3.3(b); *provided* that, notwithstanding the foregoing, the Managing Member shall have the right to amend this Agreement as set forth in this sentence without the approval of any other Person (including any Member) and notwithstanding any other provision of this Agreement (including Section 11.1) if such amendment is necessary, and then only to the extent necessary, in order to consummate any offering of PubCo Shares or other Equity Securities of PubCo provided that the designations, preferences, rights, powers and duties of any such additional Equity Securities of the Company as set forth in such amendment are substantially similar to those applicable to such PubCo Shares or other Equity Securities of PubCo.

Section 3.4 **Capital Accounts**. A Capital Account shall be maintained for each Member in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2) (iv) and, to the extent consistent with such regulations, the other provisions of this Agreement. Each Member's Capital Account shall be (a) increased by (i) allocations to such Member of Profits pursuant to Section 4.1 and any other items of income or gain allocated to such Member pursuant to Section 4.2, (ii) the amount of cash or the initial Gross Asset Value of any asset (net of any Liabilities assumed by the Company and any Liabilities to which the asset is subject) contributed to the Company by such Member, and (iii) any other increases allowed or required by Treasury Regulations Section 1.704-1(b)(2)(iv), and (b) decreased by (i) allocations to such Member of Losses pursuant to Section 4.1 and any other items of deduction or loss allocated to such Member pursuant to the provisions of Section 4.2, (ii) the amount of any cash or the Gross Asset Value of any asset (net of any Liabilities assumed by the Member and any Liabilities to which the asset is subject) distributed to such Member, and (iii) any other decreases allowed or required by Treasury Regulations Section 1.704-1(b)(2)(iv). If a Transfer of Units is made in accordance with this Agreement, the Capital Account of the Transferor that is attributable to the Transferred Units shall carry over to the Transferee Member in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(*l*).

Section 3.5 **Other Matters**.

(a) No Member shall be entitled to a return on or of its Capital Contributions or withdraw from the Company without the consent of the Managing Member.

(b) No Member shall receive any interest, salary, compensation, draw or reimbursement with respect to its Capital Contributions or its Capital Account, or for services rendered or expenses incurred on behalf of the Company or otherwise solely in its capacity as a Member, except as otherwise provided in Section 6.7 or as otherwise contemplated by this Agreement.

(c) The Liability of each Member shall be limited as set forth in the Act and other applicable Law and, except as expressly set forth in this Agreement or required by Law, no Member (or any of its Affiliates) shall be personally liable, whether to the Company, any of the other Members, the creditors of the Company, or any other third party, for any debt or Liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

(d) Except as otherwise required by the Act, a Member shall not be required to restore a deficit balance in such Member's Capital Account, to lend any funds to the Company or, except as otherwise set forth herein, to make any additional contributions or payments to the Company.

(e) The Company shall not be obligated to repay any Capital Contributions of any Member.

Section 3.6 **Redemption of Units.** In connection with a PubCo Approved Change of Control, PubCo shall have the right, in its sole discretion, to require each Member (other than PubCo) to effect a Redemption of all of such Member's Units (together with the corresponding number of Class V Shares) in exchange for a number of Class A Shares equal to the number of Units being so redeemed; *provided*, *however*, that if any Member owns more than 10% of the total number of outstanding Units at the time of a PubCo Approved Change of Control, PubCo shall use commercially reasonable efforts to consult and cooperate with such Member to structure such Redemption in a tax efficient manner mutually agreeable to such Member and PubCo. Any Redemption pursuant to this Section 3.6 shall be effective immediately prior to and conditioned upon the consummation of the PubCo Approved Change of Control (the "**Change of Control Exchange Date**"). From and after the Change of Control Exchange Date, (i) the Units and Class V Shares subject to such Redemption shall be deemed to be transferred to PubCo on the Change of Control Exchange Date and (ii) such Member shall cease to have any rights with respect to the Units and Class V Shares subject to such Redemption (other than the right to receive Class A Shares pursuant to such Redemption). PubCo shall provide written notice of an expected PubCo Approved Change of Control to all Members within the earlier of (x) 5 Business Days following the execution of the agreement with respect to such PubCo Approved Change of Control and (y) 10 Business Days before the proposed date upon which the contemplated PubCo Approved Change of Control is to be effected, indicating in such notice such information as may reasonably describe the PubCo Approved Change of Control transaction, subject to applicable Law, including the date of execution of such agreement or such proposed effective date, as applicable, the amount and types of consideration to be paid for Class A Shares in the PubCo Approved Change of Control, any election with respect to types of consideration that a holder of Class A Shares, as applicable, shall be entitled to make in connection with such PubCo Approved Change of Control, and the number of Units (and the corresponding Class V Shares) held by such Member that PubCo intends to require to be subject to such Redemption. Following delivery of such notice and on or prior to the Change of Control Exchange Date, the Members shall take all actions reasonably requested by PubCo to effect such Redemption, including taking any action and delivering any document required pursuant to the remainder of this Section 3.6 to effect a Redemption. Nothing contained in this Section 3.6 shall limit the right of any Member to vote for or participate in any proposed Change of Control of PubCo with respect to such Member's Class V Shares.

## ARTICLE IV

## ALLOCATIONS OF PROFITS AND LOSSES

Section 4.1 **Profits and Losses**. After giving effect to the allocations under Section 4.2 and subject to Section 4.4, Profits and Losses (and, to the extent determined by the Managing Member to be necessary and appropriate to achieve the resulting Capital Account balances described below, any allocable items of income, gain, loss, deduction or credit includable in the computation of Profits and Losses) for each Fiscal Year or other taxable period shall be allocated among the Members during such Fiscal Year or other taxable period in a manner such that, after giving effect to the special allocations set forth in Section 4.2 and all distributions through the end of such Fiscal Year or other taxable period, the Capital Account balance of each Member, immediately after making such allocation, is, as nearly as possible, equal to (i) the amount such Member would receive pursuant to Section 10.2(b) if all assets of the Company on hand at the end of such Fiscal Year or other taxable period were sold for cash equal to their Gross Asset Values, all liabilities of the Company were satisfied in cash in accordance with their terms (limited with respect to each nonrecourse liability to the Gross Asset Value of the assets securing such liability), and all remaining or resulting cash was distributed, in accordance with Section 10.2(b), to the Members immediately after making such allocation, *minus* (ii) such Member's share of Company Minimum Gain and Member Minimum Gain, computed immediately prior to the hypothetical sale of assets, and the amount any such Member is treated as obligated to contribute to the Company, computed immediately after the hypothetical sale of assets.

Section 4.2 **Special Allocations**. The following allocations shall be made in the following order:

(a) Nonrecourse Deductions for any Fiscal Year or other taxable period shall be specially allocated to the Members on a *pro rata* basis, in accordance with the number of Units owned by each Member as of the last day of such Fiscal Year or other taxable period. The amount of Nonrecourse Deductions for a Fiscal Year or other taxable period shall equal the excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that Fiscal Year or other taxable period over the aggregate amount of any distributions during that Fiscal Year or other taxable period of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined in accordance with the provisions of Treasury Regulations Section 1.704-2(d).

(b) Any Member Nonrecourse Deductions for any Fiscal Year or other taxable period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i). If more than one Member bears the economic risk of loss for such Member Nonrecourse Debt, the Member Nonrecourse Deductions attributable to such Member Nonrecourse Debt shall be allocated among the Members according to the ratio in which they bear the economic risk of loss. This Section 4.2(b) is intended to comply with the provisions of Treasury Regulations Section 1.704-2(i) and shall be interpreted consistently therewith.

(c) Notwithstanding any other provision of this Agreement to the contrary, if there is a net decrease in Company Minimum Gain during any Fiscal Year or other taxable period (or if there was a net decrease in Company Minimum Gain for a prior Fiscal Year or other taxable period and the Company did not have sufficient amounts of income and gain during prior periods to allocate among the Members under this Section 4.2(c), each Member shall be specially allocated items of Company income and gain for such Fiscal Year or other taxable period in an amount equal to such Member's share of the net decrease in Company Minimum Gain during such year (as determined pursuant to Treasury Regulations Section 1.704-2(g)(2)). This Section 4.2(c) is intended to constitute a minimum gain chargeback under Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(d) Notwithstanding any other provision of this Agreement except Section 4.2(c), if there is a net decrease in Member Minimum Gain during any Fiscal Year or other taxable period (or if there was a net decrease in Member Minimum Gain for a prior Fiscal Year or other taxable period and the Company did not have sufficient amounts of income and gain during prior periods to allocate among the Members under this Section 4.2(d)), each Member shall be specially allocated items of Company income and gain in an amount equal to such Member's share of the net decrease in Member Minimum Gain (as determined pursuant to Treasury Regulations Section 1.704-2(i)(4)). This Section 4.2(d) is intended to constitute a partner nonrecourse debt minimum gain chargeback under Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(e) Notwithstanding any provision hereof to the contrary except Section 4.2(a) and Section 4.2(b), no Losses or other items of loss or expense shall be allocated to any Member to the extent that such allocation would cause such Member to have an Adjusted Capital Account Deficit (or increase any existing Adjusted Capital Account Deficit) at the end of such Fiscal Year or other taxable period. All Losses and other items of loss and expense in excess of the limitation set forth in this Section 4.2(e) shall be allocated to the Members who do not have an Adjusted Capital Account Deficit in proportion to their relative positive Capital Accounts but only to the extent that such Losses and other items of loss and expense do not cause any such Member to have an Adjusted Capital Account Deficit.

(f) Notwithstanding any provision hereof to the contrary except Section 4.2(c) and Section 4.2(d), if any Member unexpectedly receives any adjustment, allocation or distribution described in paragraph (4), (5) or (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*), items of income and gain (consisting of a *pro rata* portion of each item of income, including gross income, and gain for the Fiscal Year or other taxable period) shall be specially allocated to such Member in an amount and manner sufficient to eliminate any Adjusted Capital Account Deficit of that Member as quickly as possible; provided that an allocation pursuant to this Section 4.2(f) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.2(f) were not in this Agreement. This Section 4.2(f) is intended to constitute a qualified income offset under Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(g) If any Member has a deficit balance in its Capital Account at the end of any Fiscal Year or other taxable period that is in excess of the sum of (i) the amount that such Member is obligated to restore and (ii) the amount that the Member is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), that Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.2(g) shall be made only if and to the extent that such Member would have a deficit balance in its Capital Account in excess of such sum after all other allocations provided for in this Article IV have been made as if Section 4.2(f) and this Section 4.2(g) were not in this Agreement.

(h) To the extent an adjustment to the adjusted tax basis of any Company 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 1.704-1(b)(2)(iv)*(m)*(4), to be taken into account in determining Capital Accounts as a result of a distribution to any Member in complete liquidation of such Member's Interest in the Company, the amount of such adjustment to the 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 item of gain or loss shall be allocated to the Members in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)*(m)*(2) if such Section applies or to the Member to whom such distribution was made if Treasury Regulations Section 1.704-1(b)(2)(iv)*(m)*(4) applies.

(i) The allocations set forth in Section 4.2(a) through Section 4.2(h) (the "**Regulatory Allocations**") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. Notwithstanding any other provision of this Article IV (other than the Regulatory Allocations), the Regulatory Allocations (and anticipated future Regulatory Allocations) shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocation of other items and the Regulatory Allocations to each Member should be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred. This Section 4.2(i) is intended to minimize to the extent possible and to the extent necessary any economic distortions which may result from application of the Regulatory Allocations and shall be interpreted in a manner consistent therewith.

(j) Items of income, gain, loss, expense or credit resulting from a Covered Audit Adjustment shall be allocated to the Members in accordance with the applicable provisions of the Partnership Tax Audit Rules, as reasonably determined by the Managing Member.

Section 4.3 **Allocations for Tax Purposes in General.**

(a) Except as otherwise provided in this Section 4.3, each item of income, gain, loss, deduction and credit of the Company for U.S. federal income tax purposes shall be allocated among the Members in the same manner as such item is allocated under Section 4.1 and Section 4.2.

(b) In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder (including the Treasury Regulations applying the principles of Section 704(c) of the Code to changes in Gross Asset Values), items of income, gain, loss and deduction with respect to any Company property having a Gross Asset Value that differs from such property's adjusted U.S. federal income tax basis shall, solely for U.S. federal income tax purposes, be allocated among the Members to account for any such difference using such method or methods determined by the Managing Member to be appropriate and in accordance with the applicable Treasury Regulations; *provided*, that the Managing Member will use the "traditional method," under Treasury Regulations Section 1.704-3(b) with respect to the assets owned by the Company immediately following the Business Combination.

(c) Any (i) recapture of depreciation or any other item of deduction shall be allocated, in accordance with Treasury Regulations Sections 1.1245-1(e) and 1.1254-5, to the Members who received the benefit of such deductions to the maximum extent permissible by Law, and (ii) recapture of grants or credits shall be allocated to the Members in accordance with applicable Law.

(d) Tax credits of the Company shall be allocated among the Members as provided in Treasury Regulation Sections 1.704-1(b)(4)(ii) and 1.704-1(b)(4)(viii).

(e) Allocations pursuant to this Section 4.3 are solely for purposes of U.S. federal, state and local taxes and shall not affect or in any way be taken into account in computing any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

(f) If, as a result of an exercise of a noncompensatory option to acquire an interest in the Company, a Capital Account reallocation is required under Treasury Regulations Section 1.704-1(b)(2)(iv)(*s*)(3), the Company shall make corrective allocations pursuant to Treasury Regulations Section 1.704-1(b)(4)(x).

Section 4.4 **Other Allocation Rules.**

(a) The Members are aware of the income tax consequences of the allocations made by this Article IV and the economic impact of the allocations on the amounts receivable by them under this Agreement. The Members hereby agree to be bound by the provisions of this Article IV in reporting their share of Company income and loss for income tax purposes.

(b) The provisions regarding the establishment and maintenance for each Member of a Capital Account as provided by Section 3.4 and the allocations set forth in Section 4.1, Section 4.2, and Section 4.3 are intended to comply with the Treasury Regulations and to reflect the intended economic entitlement of the Members. If the Managing Member determines that the application of the provisions in Section 3.4, Section 4.1, Section 4.2, or Section 4.3 would result in non-compliance with the Treasury Regulations or would be inconsistent with the intended economic entitlement of the Members, the Managing Member is authorized to make any appropriate adjustments to such provisions.

(c) All items of income, gain, loss, deduction and credit allocable to an interest in the Company that may have been Transferred shall be allocated between the Transferor and the Transferee in accordance with a method determined by the Managing Member and permissible under Section 706 of the Code and the Treasury Regulations thereunder.

(d) The Members' proportionate shares of the "excess nonrecourse liabilities" of the Company, within the meaning of Treasury Regulations Section 1.752-3(a)(3), shall be allocated to the Members on a *pro rata* basis, in accordance with the number of Units owned by each Member unless otherwise determined by the Managing Member.

## ARTICLE V

## DISTRIBUTIONS

Section 5.1 **Distributions.**

(a) Distributions. To the extent permitted by applicable Law and hereunder, and except as otherwise provided in Section 10.2, distributions to Members may be declared by the Managing Member out of funds legally available therefor in such amounts and on such terms (including the payment dates of such distributions) as the Managing Member shall determine using such record date as the Managing Member may designate; any such distribution shall be made to the Members as of the close of business on such record date on a *pro rata* basis (provided that repurchases or redemptions made in accordance with Section 3.1(f) or payments made in accordance with Section 6.2 or Section 6.7 need not be on a *pro rata* basis), in accordance with the number of Units owned by each Member as of the close of business on such record date; *provided*, *however*, that the Managing Member shall have the obligation to make distributions as set forth in Section 5.2 and Section 10.2(b)(iii). Promptly following the designation of a record date and the declaration of a distribution pursuant to this Section 5.1, the Managing Member shall give notice to each Member of the record date, the amount and the terms of the distribution and the payment date thereof.

(b) Successors. For purposes of determining the amount of distributions, each Member shall be treated as having made the Capital Contributions and as having received the distributions made to or received by its predecessors in respect of any of such Member's Units.

(c) Distributions In-Kind. Except as otherwise provided in this Agreement, any distributions may be made in cash or in kind, or partly in cash and partly in kind, as determined by the Managing Member. Except for repurchases or redemptions made in accordance with Section 3.1(f) or payments made in accordance with Section 6.2 or Section 6.7, in the event of any distribution of (i) property in kind or (ii) both cash and property in kind, each Member shall be distributed its proportionate share of any such cash so distributed and its proportionate share of any such property so distributed in kind (based on the Fair Market Value of such property). To the extent that the Company distributes property in-kind to the Members, the Company shall be treated as making a distribution equal to the Fair Market Value of such property for purposes of Section 5.1(a) and such property shall be treated as if it were sold for an amount equal to its Fair Market Value. Any resulting gain or loss shall be allocated to the Member's Capital Accounts in accordance with Section 4.1 and Section 4.2.

Section 5.2 **Tax-Related Distributions**. The Company shall, make distributions out of legally available funds to all Members on a *pro rata* basis, in accordance with the number of Units owned by each Member, at such times (but no less frequently than quarterly and no later than five (5) days before the date specified in Section 6655(c)(2) of the Code) and in such amounts as the Managing Member reasonably determines is necessary (taking into account any distributions previously made pursuant to this Section 5.2 or reasonably expected to be made pursuant to Section 5.1(a), but in the case of distributions pursuant to Section 5.1(a) only to the extent made reasonably contemporaneously with such tax-related distribution), to enable PubCo to timely satisfy any PubCo Tax-Related Liabilities and all Members to timely satisfy any Tax-Related Liabilities. The Managing Member's determination pursuant to this Section 5.2 shall take into account, among other factors, (i) the availability (or unavailability) of a federal deduction for state and local taxes, (ii) the various components of the Member's distributive share from the Company as taxable at appropriate tax rates depending on character of income, and (iii) any minimum taxes, alternative minimum taxes, taxes on investment income, tax surcharges, special income taxes on high income taxpayers, special taxes imposed on income of a special character, and other similar taxes.

Section 5.3 **Distribution Upon Withdrawal**. No withdrawing Member shall be entitled to receive any distribution or the value of such Member's Interest in the Company as a result of withdrawal from the Company prior to the liquidation of the Company, except as specifically provided in this Agreement.

## ARTICLE VI

## MANAGEMENT

Section 6.1 **The Managing Member; Fiduciary Duties.**

(a) PubCo shall be the sole Managing Member of the Company. Except as otherwise required by Law, (i) the Managing Member shall have full and complete charge of all affairs of the Company, (ii) the management and control of the Company's business activities and operations shall rest exclusively with the Managing Member, and the Managing Member shall make all decisions regarding the business, activities and operations of the Company (including the incurrence of costs and expenses) without the consent of any other Member, and (iii) the Members other than the Managing Member (in their capacity as such) shall not participate in the control, management, direction or operation of the activities or affairs of the Company and shall have no power to act for or bind the Company.

(b) Except as otherwise provided herein, in connection with the performance of its duties as the Managing Member of the Company, the Managing Member acknowledges that it will owe to the Members the same fiduciary duties as it would owe to the stockholders of a Delaware corporation under the DGCL if it were a member of the board of directors of such a corporation and the Members were stockholders of such corporation; *provided*, that all Members acknowledge and agree that the Managing Member shall owe no fiduciary or other duty to any Member where this Agreement provides that the Managing Member may act or otherwise proceed in its sole discretion. The Members further acknowledge that the Managing Member will take action through its board of directors, PubCo, and that the members of PubCo's board of directors will owe comparable fiduciary duties to the stockholders of PubCo.

Section 6.2 **Indemnification; Exculpation.**

(a) The Company shall indemnify and hold harmless, to the fullest extent permitted by applicable Law as it presently exists or may hereafter be amended (provided, that no such amendment shall limit a Covered Person's rights to indemnification hereunder with respect to any actions or events occurring prior to such amendment), any person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") by reason of the fact that such person (or a person for whom such person is the legal representative or a director, officer or employee) is or was a person entitled to indemnification under this Agreement, or is a Member, or acting as the Managing Member or Company Representative of the Company or, while being a person entitled to indemnification under this Agreement, a Member, or acting as the Managing Member or Company Representative of the Company, is or was serving at the request of the Company as a member, director, officer, trustee, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (each of the persons referred to above in this Section 6.2(a) being referred to as a "**Covered Person**"), whether the basis of such Proceeding is alleged action or failure of action in an official capacity as a member, director, officer, trustee, employee or agent, or in any other capacity while serving as a member, director, officer, trustee, employee or agent, against all costs, expenses (including reasonable attorneys' fees), liability and loss incurred or suffered by such Covered Person in connection with such Proceeding, unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of such act or omission, and taking into account the acknowledgements and agreements set forth in this Agreement, such Covered Person breached the terms of this Agreement or any duties owed to the Company or the Members. The Company shall, to the fullest extent not prohibited by applicable Law as it presently exists or may hereafter be amended (provided, that no such amendment shall limit a Covered Person's rights to indemnification hereunder with respect to any actions or events occurring prior to such amendment), pay the costs and expenses (including reasonable attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition; *provided*, *however*, that to the extent required by applicable Law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified under this Section 6.2(a) or otherwise. The rights to indemnification and advancement of expenses under this Section 6.2(a) shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be a member, director, officer, trustee, employee or agent and shall inure to the benefit of his heirs, executors and administrators. Notwithstanding the foregoing provisions of this Section 6.2(a), except for Proceedings to enforce rights to indemnification and advancement of expenses, the Company shall indemnify and advance expenses to a Covered Person in connection with a Proceeding (or part thereof) initiated by such Covered Person only if such Proceeding (or part thereof) was authorized by the Managing Member. If this Section 6.2(a) or any portion of this Section 6.2(a) shall be invalidated on any ground by a court of competent jurisdiction the Company shall nevertheless indemnify each Covered Person as to expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, proceeding or investigation, whether civil, criminal or administrative, including a grand jury proceeding or action or suit brought by or in the right of the Company, to the full extent permitted by any applicable portion of this Section 6.2(a) that shall not have been invalidated.

(b) Subject to other applicable provisions of this Section 6.2, to the fullest extent permitted by applicable Law, the Covered Persons shall not be liable to the Company, any Subsidiary, any director, any Member or any holder of any equity interest in any Subsidiary by virtue of being a Covered Person or for any acts or omissions in their capacity as a Covered Person or otherwise in connection with the Company, this Agreement or the business and affairs of the Company and its Subsidiaries unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that such losses or liabilities were the result of conduct in which such Covered Person breached the terms of this Agreement or any duties owed to the Company or the Members.

Section 6.3 **Maintenance of Insurance or Other Financial Arrangements**. In compliance with applicable Law, the Company (with the approval of the Managing Member) may purchase and maintain insurance or make other financial arrangements on behalf of any Person who is or was a Member, employee or agent of the Company, or at the request of the Company is or was serving as a manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, for any Liability asserted against such Person and Liability and expenses incurred by such Person in such Person's capacity as such, or arising out of such Person's status as such, whether or not the Company has the authority to indemnify such Person against such Liability and expenses.

Section 6.4 **Resignation or Termination of Managing Member**. PubCo (or its successor, as applicable) shall not, by any means, resign as, cease to be or be replaced as Managing Member except in compliance with this Section 6.4. No termination or replacement of PubCo (or its successor, as applicable) as Managing Member shall be effective unless (a) Members holding a majority of the Units (other than those held by PubCo) approve any new Managing Member and (b) proper provision is made, in compliance with this Agreement, so that the obligations of PubCo, its successor (if applicable) and any new Managing Member and the rights of all Members under this Agreement and applicable Law remain in full force and effect. No appointment of a Person other than PubCo (or its successor, as applicable) as Managing Member shall be effective unless PubCo (or its successor, as applicable) and the new Managing Member (as applicable) provide all other Members with contractual rights, directly enforceable by such other Members against PubCo (or its successor, as applicable) and the new Managing Member (as applicable), to cause (i) PubCo (or its successor, as applicable) to comply with all of PubCo's or such member's obligations under this Agreement other than those that must necessarily be taken in its capacity as Managing Member and (ii) the new Managing Member to comply with all of the Managing Member's obligations under this Agreement.

Section 6.5 **No Inconsistent Obligations**. The Managing Member represents that it does not have any contracts, other agreements, duties or obligations that are inconsistent with its duties and obligations (whether or not in its capacity as Managing Member) under this Agreement and covenants that, except as permitted by Section 6.1, it will not enter into any contracts or other agreements or undertake or acquire any other duties or obligations that are inconsistent with such duties and obligations.

Section 6.6 **Reclassification Events of PubCo**. PubCo shall not consummate or agree to consummate any Reclassification Event unless the successor Person, if any, becomes obligated to comply with the obligations of PubCo (in whatever capacity) under this Agreement and the Exchange Agreement.

Section 6.7 **Certain Costs and Expenses**. The Company shall (i) pay, or cause to be paid, all costs, fees, operating expenses and other expenses of the Company and its Subsidiaries (including the costs, fees and expenses of attorneys, accountants or other professionals and the compensation of all personnel providing services to the Company and its Subsidiaries) incurred in pursuing and conducting, or otherwise related to, the activities of the Company and (ii) reimburse the Managing Member for any costs, fees or expenses incurred by it in connection with serving as the Managing Member. To the extent that the Managing Member determines that such expenses are related to the business and affairs of the Managing Member that are conducted through the Company or its Subsidiaries, the Managing Member may cause the Company to pay or bear all expenses of PubCo; *provided* that the Company shall not pay or bear any income tax obligations of PubCo or any obligations of PubCo pursuant to the Tax Receivable Agreement. If (i) Equity Securities of PubCo are sold to underwriters in any Public Offering at a price per share that is lower than the price per share for which such Equity Securities of PubCo are sold to the public in such Public Offering after taking into account any Discounts and (ii) the proceeds from such Public Offering are not used to fund an Exchange Transaction but are instead contributed to the Company, the Company shall reimburse PubCo for such Discount by treating such Discount as an additional Capital Contribution made by PubCo to the Company in respect of Equity Securities pursuant to Section 3.1(e), and increasing the Capital Account of PubCo by the amount of such Discount. Any payments made to or on behalf of PubCo pursuant to this Section 6.7 shall not be treated as a distribution pursuant to Section 5.1(a) but shall instead be treated as an expense of the Company.

## ARTICLE VII

## ROLE OF MEMBERS

Section 7.1 **Rights or Powers**.

(a) Other than the Managing Member, the Members, acting in their capacity as Members, shall not have any right or power to take part in the management or control of the Company or its business and affairs or to act for or bind the Company in any way. Notwithstanding the foregoing, the Members have all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act. A Member, any Affiliate thereof or an employee, stockholder, agent, director or officer of a Member or any Affiliate thereof, may also be an officer, manager, director, or employee or be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in the Member (other than the Managing Member) being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of the Member. Except as specifically provided herein, a Member (other than the Managing Member) shall not, in its capacity as a Member, take part in the operation, management or control of the Company's business, transact any business in the Company's name or have the power to sign documents for or otherwise bind the Company.

(b) The Company shall promptly (but in any event within 3 Business Days) notify the Members in writing if, to the Company's knowledge, for any reason, it would be an "investment company" within the meaning of the Investment Company Act, but for the exceptions provided in Section 3(c)(1) or 3(c)(7) thereunder.

Section 7.2 **Voting.**

(a) Meetings of the Members may be called upon the written request of the Managing Member or Members holding at least fifty percent (50%) of the outstanding Units. Such request shall state the location of the meeting and the nature of the business to be transacted at the meeting. Written notice of any such meeting shall be given to all Members not less than two (2) Business Days and not more than thirty (30) days prior to the date of such meeting. Members may vote in person, by proxy or by telephone at any meeting of the Members and may waive advance notice of such meeting. Whenever the vote or consent of Members is permitted or required under this Agreement, such vote or consent may be given at a meeting of the Members or may be given in accordance with the procedure prescribed in Section 7.2(d). Except as otherwise expressly provided in this Agreement, the affirmative vote of the Members holding a majority of the outstanding Units shall constitute the act of the Members.

(b) Each Member may authorize any Person or Persons to act for it by proxy on all matters in which such Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by such Member or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it.

(c) Each meeting of Members shall be conducted by the Managing Member or such individual Person as the Managing Member deems appropriate.

(d) Any action required or permitted to be taken by the Members may be taken without a meeting if the requisite Members whose approval is necessary consent thereto in writing. Prompt written notice of any action taken without a meeting shall be provided to each Member who did not consent thereto in writing.

Section 7.3 **Various Capacities**. The Members acknowledge and agree that the Members or their Affiliates will from time to time act in various capacities, including as a Member and as the Company Representative.

Section 7.4 **Restrictive Covenants**.

(a) Neither HHC nor its Affiliates shall, directly or indirectly by or through any Affiliate or agent, whether as principal, agent, owner, investor, lender, shareholder, member, partner, manager, director, officer, employee, consultant, or in any other capacity, during the applicable Restricted Period, engage or participate in the Business anywhere in the world.

(b) Neither Markel nor its Affiliates shall, directly or indirectly through any principal, partner, manager, director, officer, contractor or employee thereof acting on behalf of or for the benefit of Markel or its Affiliates, during the applicable Restricted Period, engage or participate in the Restricted Business anywhere in the world.

(c) Notwithstanding anything to the contrary in Section 7.4(b), nothing in this Agreement shall preclude, prohibit or restrict Markel or its Affiliates from directly or indirectly engaging, in any manner in any of the following (with each such subpart of this Section 7.4(c) having independent significance regardless of any overlap of the subject matter thereof):

(i) acquiring less than an aggregate of five percent (5%) of any class of stock of a Person engaged, directly or indirectly, in the Restricted Business if such stock is publicly traded and listed on any stock exchange;

(ii) acquiring, merging or combining with, or investing in, any Person or business that engages, directly or indirectly, in the Restricted Business, so long as the gross revenues of such Person or business derived from the Restricted Business for the most recent fiscal year ended prior to the date of such acquisition were equal to or less than twenty percent (20%) of the total consolidated gross revenues of such Person or business for such Fiscal Year; *provided*, that, subject to the requirements of Law, Markel and its Affiliates shall, as promptly as reasonably practicable following such acquisition, merger, combination or investment, (x) cause such acquired Person or business to cease engaging in the Restricted Business or (y) sign a definitive agreement to divest, and subsequently divest, the relevant portion of such acquired Person or business conducting the Restricted Business to an unaffiliated third party; *provided*, that with respect to any such acquisition, merger or combination occurring prior to expiration or termination of the Alliance Agreement, the requirements set forth in [Section 5.14(b)(i)(B)] of the Alliance Agreement shall apply with respect to any Insurance Policies written by such acquired Person, or in connection with such acquired business, that would be included in the Alliance Business (as defined in the Alliance Agreement);

(iii) marketing, producing, selling, underwriting or administering any Insurance Policies other than any policy, binder or contract of insurance of the type comprising the Restricted Business (provided that, for purposes of this Section 7.4(c)(iii), reference to any policy, binder or contract of insurance shall not include reinsurance of any form, other than reinsurance the primary purpose or effect of which is to provide coverage on Insurance Policies of the type marketed, produced, sold, underwritten or administered in connection with the Alliance Business (as defined in the Alliance Agreement));

(iv) marketing, producing, selling, underwriting or administering Insurance Policies in connection with the general marine insurance coverage business as conducted by Markel American Insurance Company and Markel Service, Incorporated as of March 9, 2012;

(v) underwriting or administering any Insurance Policies that are produced by Hagerty Insurance Agency, LLC, Hagerty Classic Marine Insurance Agency, LLC or any of their Affiliates;

(vi) marketing, producing, selling, underwriting or administering reinsurance (or other similar protection offered to insurance or reinsurance companies or other entities in the business of providing primary risk protection), regardless of whether the subject matter of such reinsurance (or other similar protection) relates to the Restricted Business except for reinsurance the primary purpose or effect of which is to provide coverage on Insurance Policies of the type marketed, produced, sold, underwritten or administered in connection with the Alliance Business (as defined in the Alliance Agreement);

(vii) developing or selling products that would constitute part of the Restricted Business to the extent Markel or any of its Affiliates is reasonably required to develop or sell such products in order to comply with requirements under applicable Law; or

(viii) entering into and consummating an agreement with any Person with respect to a merger, share exchange or other business combination transaction immediately following which the beneficial owners of the voting capital stock of Markel or such Affiliate immediately prior to the consummation of such transaction do not beneficially own more than fifty percent (50%) of the combined voting power of the outstanding voting capital stock entitled to vote generally in the election of directors (or Persons performing a similar function) of the entity resulting from such transaction.

(d) In the event that, during his or her or its Restricted Period, any Member other than PubCo, including the equityholders or Affiliates of any Member other than PubCo (in such case, a "New Business Proponent"), determines that she or he or it would like to pursue an opportunity that otherwise constitutes the Business (in respect of HHC and its equityholders and Affiliates) or the Restricted Business (in respect of Markel and its Affiliates) (a "New Business Opportunity"), the New Business Proponent shall notify the Board in writing of such intention and provide the Board with sufficient detail regarding the New Business Opportunity for the Board to assess whether the Company and its Subsidiaries would like to pursue such opportunity rather than allowing the New Business Proponent to pursue it. If the Board determines that the Company or one of its Subsidiaries will in good faith pursue the New Business Opportunity and within three (3) years following the date the New Business Opportunity has been presented to the Board takes actions in good faith, subject to commercial limitations, to implement such New Business Opportunity, the New Business Proponent shall not pursue it and the New Business Opportunity shall be deemed to constitute the Business or Restricted Business, as applicable. If a majority of the Board determine that the Company and its Subsidiaries will not pursue the New Business Opportunity, the New Business Proponent may pursue it and the New Business Opportunity shall be deemed to not constitute the Business or Restricted Business, as applicable; provided, however, that the New Business Proponent shall continue to be bound by all of his or her or its other duties and obligations to the Company and its Subsidiaries, including all duties as a director of PubCo, Member, officer or employee in accordance with the terms of this Agreement.

## ARTICLE VIII

## TRANSFERS OF INTERESTS

Section 8.1 **Restrictions on Transfer.**

(a) Except as provided in this Article VIII, no Member shall Transfer all or any portion of its Interest without the Managing Member's prior written consent, which consent shall be granted or withheld in the Managing Member's sole discretion. If all or any portion of a Member's Interests are Transferred in violation of this Section 8.1(a), involuntarily, by operation of law or otherwise, then without limiting any other rights and remedies available to the other parties under this Agreement or otherwise, the Transferee of such Interest (or portion thereof) shall not be admitted to the Company as a Member or be entitled to any rights as a Member hereunder, and the Transferor will continue to be bound by all obligations hereunder. Any attempted or purported Transfer of all or a portion of a Member's Interests in violation of this Section 8.1(a) shall be null and void and of no force or effect whatsoever. The restrictions on Transfer contained in this Article VIII shall not apply to the Transfer of any capital stock of PubCo; except that in no circumstance may Class V Shares be Transferred unless a corresponding number of Units are Transferred to the same Person and in no circumstance may Units may be Transferred unless a corresponding number of Class V Shares are also Transferred to the same Person.

(b) In addition to any other restrictions on Transfer herein contained, in no event may any Transfer or assignment of Equity Securities in the Company by any Member be made (i) to any Person who lacks the legal right, power or capacity to own Equity Securities in the Company; (ii) if the Managing Member reasonably determines such Transfer (A) would be considered to be effected on or through an "established securities market" or a "secondary market or the substantial equivalent thereof," as such terms are used in Treasury Regulations Section 1.7704-1, (B) would result in the Company having more than one hundred (100) partners, within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii) (determined taking into account the rules of Treasury Regulations Section 1.7704-1(h)(3)), or (C) would cause the Company to be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code or a successor provision or otherwise become taxable as a corporation under the Code; (iii) if such Transfer would cause the Company to become, with respect to any employee benefit plan subject to Title I of ERISA, a "party-in-interest" (as defined in Section 3 (14) of ERISA) or a "disqualified person" (as defined in Section 4975(e)(2) of the Code); (iv) if such Transfer would, in the opinion of counsel to the Company, cause any portion of the assets of the Company to constitute assets of any employee benefit plan pursuant to the Plan Asset Regulations or otherwise cause the Company to be subject to regulation under ERISA; (v) if such Transfer requires the registration of any Equity Securities issued upon any exchange of any Equity Securities, pursuant to any applicable U.S. federal or state securities Laws; or (vi) if such Transfer subjects the Company to regulation under the Investment Company Act or the Investment Advisors Act of 1940, each as amended (or any succeeding law). Any attempted or purported Transfer of all or a portion of a Member's Interests in violation of this Section 8.1(b) shall be null and void and of no force or effect whatsoever.

(c) Notwithstanding the provisions in Section 8.1(a), but subject to the other provisions in this Article VIII, Members (other than PubCo) may Transfer all or a portion of their Equity Securities in the Company to any Qualified Transferee without the consent of any other Member or Person.

(d) Notwithstanding anything to the contrary in this Section 8.1, each of HHC and Markel may Transfer Units in Exchange Transactions pursuant to, and in accordance with, the Exchange Agreement.

(e) A Member making a Transfer permitted by this Agreement shall, unless otherwise determined by the Managing Member, (i) at least ten (10) Business Days before such Transfer, have delivered to the Company and the Transferee an affidavit of non-foreign status with respect to such Transferor that satisfies the requirements of Section 1446(f)(2) of the Code or other documentation establishing a valid exemption from withholding pursuant to Section 1446(f) of the Code or (ii) contemporaneously with such Transfer, properly withhold and remit to the Internal Revenue Service the amount of tax required to be withheld upon the Transfer by Section 1446(f) of the Code (and provide evidence to the Company of such withholding and remittance promptly thereafter).

Section 8.2 **Notice of Transfer**. Each Member shall, no later than 3 Business Days following any Transfer of Equity Securities in the Company, give written notice to the Company of such Transfer. Each such notice shall describe the manner and circumstances of the Transfer.

Section 8.3 **Transferee Members**. A Transferee of Equity Securities in the Company pursuant to this Article VIII shall have the right to become a Member only if (a) the requirements of this Article VIII are met, (b) such Transferee executes an instrument reasonably satisfactory to the Managing Member agreeing to be bound by the terms and provisions of this Agreement and assuming all of the Transferor's then existing and future Liabilities arising under or relating to this Agreement, (c) such Transferee represents that the Transfer was made in accordance with all applicable securities Laws and such other customary representations as determined by the Managing Member, (d) the Transferor or Transferee shall have reimbursed the Company for all reasonable expenses (including attorneys' fees and expenses) of any Transfer or proposed Transfer of all or a portion of a Member's Interest, whether or not consummated, and (e) if such Transferee or his or her spouse is a resident of a community property jurisdiction, then such Transferee's spouse shall also execute an instrument reasonably satisfactory to the Managing Member agreeing to be bound by the terms and provisions of this Agreement to the extent of his or her community property or quasi-community property interest, if any, in such Member's Interest. Unless agreed to in writing by the Managing Member, the admission of a Member shall not result in the release of the Transferor from any Liability that the Transferor may have to each remaining Member or to the Company under this Agreement or any other Contract between the Managing Member, the Company or any of its Subsidiaries, on the one hand, and such Transferor or any of its Affiliates, on the other hand. Written notice of the admission of a Member shall be sent promptly by the Company to each remaining Member.

Section 8.4 **Legend**. Each certificate representing a Unit, if any, will be stamped or otherwise imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933.

THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SUCH ACT.

THE TRANSFER AND VOTING OF THESE SECURITIES IS SUBJECT TO THE CONDITIONS SPECIFIED IN THE FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF THE HAGERTY GROUP, LLC DATED AS OF [●], 2021 AMONG THE MEMBERS LISTED THEREIN, AS IT MAY BE AMENDED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME, AND NO TRANSFER OF THESE SECURITIES WILL BE VALID OR EFFECTIVE UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE ISSUER OF SUCH SECURITIES."

## ARTICLE IX

## ACCOUNTING; CERTAIN TAX MATTERS

Section 9.1 **Books of Account**. The Company shall, and shall cause each Subsidiary of the Company to, maintain true books and records of account in which full and correct entries shall be made of all its business transactions pursuant to a system of accounting established and administered in accordance with GAAP, and shall set aside on its books all such proper accruals and reserves as shall be required under GAAP.

Section 9.2 **Tax Elections**.

(a) The Company and any eligible Subsidiary of the Company (i) shall make an election (or continue a previously made election) pursuant to Section 754 of the Code (and any similar provisions of applicable U.S. state or local law) for the taxable year of the Company that includes the date hereof and shall not thereafter revoke such election and (ii) shall use commercially reasonable efforts to ensure that any entity in which the Company holds a direct or indirect interest that is treated as a partnership for U.S. federal income tax purposes that does not meet the definition of "Subsidiary" herein, will have in effect an election pursuant to Section 754 of the Code (and under any similar provisions of applicable U.S. state or local law). In addition, the Company shall make the following elections on the appropriate forms or tax returns, if permitted under the Code or applicable Law:

(i) to adopt the calendar year as the Company's Fiscal Year;

(ii) to adopt the accrual method of accounting for U.S. federal income tax purposes;

(iii) to elect to amortize the organizational expenses of the Company as permitted by Section 709(b) of the Code;

(iv) except where the Managing Member elects to apply Section 9.5(e), to make an election under Section 6226(a) of the Code, commonly known as the "push out" election, or any analogous election under state or local tax law, if applicable; and

(v) except as otherwise provided herein, any other election the Managing Member deems appropriate.

(b) Upon request of the Managing Member, each Member shall cooperate in good faith with the Company in connection with the Company's efforts to make any election pursuant to this Section 9.2.

Section 9.3 **Tax Returns; Information**. The Managing Member shall arrange for the preparation and timely filing of all income and other tax and informational returns of the Company. The Managing Member shall furnish to each Member a copy of each approved return and statement, together with any schedules (including Internal Revenue Service Schedule K-1) or other information that a Member may require in connection with such Member's own tax affairs as soon as practicable. The Company shall also (a) provide each Member with an estimate of its share of the Company's taxable income for each Fiscal Year by December 31 of such Fiscal Year, including an estimate of state and local apportionment information, (b) cause an estimated Internal Revenue Service Schedule K-1 or any successor form to be prepared and delivered to the Members within ninety (90) days after the end of each Fiscal Year, including any appropriate state and local apportionment information, and (c) deliver or cause to be delivered to the Members a final Internal Revenue Service Schedule K-1, including any appropriate state and local apportionment information, as soon as practicable, but in any event, at least forty-five (45) days prior the due date for such return (including any extensions). Each Member agrees to (a) take all actions reasonably requested by the Company or the Company Representative to comply with the Partnership Tax Audit Rules, including where applicable, filing amended returns as provided in Sections 6225 or 6226 of the Code and providing confirmation thereof to the Company Representative and (b) furnish to the Company (i) all reasonably requested certificates or statements relating to the tax matters of the Company (including an affidavit of non-foreign status pursuant to Section 1446(f)(2) of the Code), and (ii) all pertinent information in its possession relating to the Company's operations that is reasonably necessary to enable the Company's tax returns to be prepared and timely filed.

Section 9.4 **Company Representative**. The Managing Member is specially authorized and appointed to act as the Company Representative and in any similar capacity under state or local Law. The Company Representative shall designate a "designated individual" in accordance with Treasury Regulations Section 301.6223-1(b)(3). The Company and the Members (including any Member designated as the Company Representative prior to the date hereof) shall cooperate fully with each other and shall use reasonable best efforts to cause the Managing Member (or any other Person subsequently designated) to become the Company Representative with respect to any taxable period of the Company with respect to which the statute of limitations has not yet expired, including (as applicable) by filing certifications pursuant to Treasury Regulations Section 301.6231(a)(7)-1(d). In acting as Company Representative, the Managing Member shall act, to the maximum extent possible, to cause income, gain, loss, deduction, and credit of the Company, and adjustments thereto, to be allocated or borne by the Members in the same manner as such items or adjustments would have been borne if the Company could have effectively made an election under Section 6221(b) of the Code (commonly known as the "election out") or similar state or local provision with respect to the taxable period at issue. The Company Representative may retain, at the Company's expense, such outside counsel, accountants and other professional consultants as it may reasonably deem necessary in the course of fulfilling its obligations as Company Representative.

Section 9.5 **Withholding Tax Payments and Obligations**.

(a) Withholding Tax Payments. Each of the Company and its Subsidiaries may withhold from distributions, allocations or portions thereof if it is required to do so by any applicable Law, and each Member hereby authorizes the Company and its Subsidiaries to withhold or pay on behalf of or with respect to such Member, any amount of U.S. federal, state or local or non-U.S. taxes that the Managing Member determines that the Company or any of its Subsidiaries is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement.

(b) Allocation of Tax Payments. To the extent that any tax is paid by (or withheld from amounts payable to) the Company or any of its Subsidiaries and the Managing Member determines that such tax (including any Company Level Tax) specifically relates to one or more particular Members, such tax shall be treated as an amount of tax withheld or paid with respect to such Member pursuant to this Section 9.5.

(c) Tax Contribution and Indemnity Obligation. Any amounts withheld or paid with respect to a Member pursuant to Section 9.5(a) or Section 9.5(b) (other than the payment of Company Level Taxes) shall be offset against any distributions to which such Member is entitled concurrently with such withholding or payment (a "**Tax Offset**"); *provided* that the amount of any distribution subject to a Tax Offset shall be treated as having been distributed to such Member pursuant to Section 5.1 or Section 10.2(b)(iii) at the time such Tax Offset is made. To the extent that (i) the amount of such Tax Offset exceeds the distributions to which such Member is entitled concurrently with such withholding or payment (an "**Excess Tax Amount**"), or (ii) there is a payment of Company Level Taxes relating to a Member, the amount of such (A) Excess Tax Amount or (B) Company Level Taxes, as applicable, shall, upon notification to such Member by the Managing Member, give rise to an obligation of such Member to make a capital contribution to the Company (a "**Tax Contribution Obligation**"), which Tax Contribution Obligation shall be immediately due and payable. If a Member defaults with respect to its Tax Contribution Obligation, the Company shall be entitled to offset the amount of a Member's Tax Contribution Obligation against distributions to which such Member would otherwise be subsequently entitled until the full amount of such Tax Contribution Obligation has been contributed to the Company or has been recovered through offset against distributions and, any such offset shall be treated as distributed to such Member pursuant to Section 5.1 or Section 10.2(b), as applicable, at the time such offset is made for purposes of this Agreement. To the extent the Managing Member determines it is appropriate for purposes of properly maintaining Capital Accounts, (x) any payment by a Member with respect to such Member's Tax Contribution Obligation shall increase such Member's Capital Account, but shall not reduce the amount (if any) that a Member is otherwise obligated to contribute to the Company, and (y) any recovery of such Tax Contribution Obligation through an offset against distributions to such Member shall not reduce such Member's Capital Account by the amount of such offset. Each Member hereby unconditionally and irrevocably grants to the Company a security interest in such Member's Units to secure such Member's obligation to pay the Company any amounts required to be paid pursuant to this Section 9.5. Each Member shall take such actions as the Company may reasonably request in order to perfect or enforce the security interest created hereunder. Each Member hereby agrees to indemnify and hold harmless the Company, the other Members, the Company Representative and the Managing Member from and against any liability (including any liability for Company Level Taxes) with respect to income attributable to or distributions or other payments to such Member.

(d) Continued Obligations of Former Members. Any Person who ceases to be a Member shall be deemed to be a Member solely for purposes of this Section 9.5, and the obligations of a Member pursuant to this Section 9.5 shall survive until 30 days after the closing of the applicable statute of limitations on assessment with respect to the taxes withheld or paid by the Company or a Subsidiary that relate to the period during which such Person was actually a Member. If the Managing Member determines in its sole discretion that seeking indemnification for Company Level Taxes from a former Member is not practicable, or that seeking such indemnification failed, then, in either case, the Managing Member may (i) recover any liability for Company Level Taxes from the substituted Member that acquired directly or indirectly the applicable interest in the Company from such former Member or (ii) treat such liability for Company Level Taxes as a Company expense.

(e) Managing Member Discretion Regarding Recovery of Taxes. Notwithstanding the foregoing, the Managing Member may choose not to recover an amount of Company Level Taxes or other taxes withheld or paid with respect to a Member under this Section 9.5 to the extent that there are no distributions to which such Member is entitled that may be offset by such amounts if the Managing Member determines, in its reasonable discretion, that such a decision would be in the best interests of the Members (e.g., where the cost of recovering the amount of taxes withheld or paid with respect to such Member is not justified in light of the amount that may be recovered from such Member).

## ARTICLE X

## DISSOLUTION AND TERMINATION

Section 10.1 **Liquidating Events**. The Company shall dissolve and commence winding up and liquidating upon the first to occur of the following (each, a "**Liquidating Event**"):

(a) the sale of all or substantially all of the assets of the Company; and

(b) the determination of the Managing Member to dissolve, wind up, and liquidate the Company.

The Members hereby agree that the Company shall not dissolve prior to the occurrence of a Liquidating Event and that no Member shall seek a dissolution of the Company, under Section 18-802 of the Act or otherwise, other than based on the matters set forth in subsections (a) and (b) above. If it is determined by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Liquidating Event, the Members hereby agree to continue the business of the Company without a winding up or liquidation. In the event of a dissolution pursuant to Section 10.1(b), the relative economic rights of each class of Units immediately prior to such dissolution shall be preserved to the greatest extent practicable with respect to distributions made to Members pursuant to Section 10.2 in connection with such dissolution, taking into consideration tax and other legal constraints that may adversely affect one or more parties to such dissolution and subject to compliance with applicable Laws and regulations, unless, with respect to any class of Units, holders of a majority of the Units of such class consent in writing to a treatment other than as described above.

Section 10.2 **Procedure.**

(a) In the event of the dissolution of the Company for any reason, the Managing Member or such other Person as is designated by the Managing Member ("**Winding-Up Member**") shall commence to wind up the affairs of the Company and, subject to Section 10.3(a), such Winding-Up Member shall have full right and unlimited discretion to determine in good faith the time, manner and terms of any sale or sales of the Property or other assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions. The Members shall continue to share profits, losses and distributions during the period of liquidation in the same manner and proportion as though the Company had not dissolved. The Company shall engage in no further business except as may be necessary, in the reasonable discretion of the Managing Member or the Winding-Up Member, as applicable, to preserve the value of the Company's assets during the period of dissolution and liquidation.

(b) Following the payment of all expenses of liquidation and the allocation of all Profits and Losses as provided in Article IV, the proceeds of the liquidation and any other funds of the Company shall be distributed in the following order of priority:

(i) first, to the payment and discharge of all of the Company's debts and Liabilities to creditors (whether third parties or Members), in the order of priority as provided by Law, except any obligations to the Members in respect of their Capital Accounts;

(ii) second, to set up such cash reserves which the Managing Member reasonably deems necessary for contingent or unforeseen Liabilities or future payments described in Section 10.2(b)(i) (which reserves when they become unnecessary shall be distributed in accordance with the provisions of subsection (iii) below); and

(iii) third, the balance to the Members, *pro rata* in accordance with the number of Units owned by each Member.

(c) Except as provided in Section 10.3(a), no Member shall have any right to demand or receive property other than cash upon dissolution and termination of the Company.

(d) Upon the completion of the liquidation of the Company and the distribution of all Company funds, the Company shall terminate and the Managing Member or the Winding-Up Member, as the case may be, shall have the authority to execute and record a certificate of cancellation of the Company, as well as any and all other documents required to effectuate the dissolution and termination of the Company.

Section 10.3 **Rights of Members.**

(a) Each Member irrevocably waives any right that it may have to maintain an action for partition with respect to the property of the Company.

(b) Except as otherwise provided in this Agreement, (i) each Member shall look solely to the assets of the Company for the return of its Capital Contributions and (ii) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions or allocations.

Section 10.4 **Notices of Dissolution**. If a Liquidating Event occurs or an event occurs that would, but for the provisions of Section 10.1, result in a dissolution of the Company, the Company shall, within 30 days thereafter, (a) provide written notice thereof to each of the Members and to all other parties with whom the Company regularly conducts business (as determined in the discretion of the Managing Member), and (b) comply, in a timely manner, with all filing and notice requirements under the Act or any other applicable Law.

Section 10.5 **Reasonable Time for Winding Up**. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets in order to minimize any losses that might otherwise result from such winding up.

Section 10.6 **No Deficit Restoration**. No Member shall be personally liable for a deficit Capital Account balance of that Member, it being expressly understood that the distribution of liquidation proceeds shall be made solely from existing Company assets.

## ARTICLE XI

## GENERAL

Section 11.1 **Amendments; Waivers.**

(a) The terms and provisions of this Agreement may only be waived, modified or amended (including by means of merger, consolidation or other business combination to which the Company is a party) with the approval of (y) the Managing Member and (z) if at such time the Members (other than PubCo) beneficially own, in the aggregate, more than 10% of the then-outstanding Units, the holders of greater than 50% of the outstanding Units held by Members other than PubCo; *provided* that no waiver, modification or amendment shall be effective until at least 5 Business Days after written notice is provided to the Members that the requisite consent has been obtained for such waiver, modification or amendment, and any Member, including any Member not providing written consent, shall have the right to undertake an Exchange Transaction prior to the effectiveness of such waiver, modification or amendment; *provided further*, that no amendment to this Agreement may:

(i) modify the limited liability of any Member, or increase the liabilities or obligations of any Member, in each case, without the consent of each such affected Member; or

(ii) materially alter or change any rights, preferences or privileges of any Interests in a manner that is different or prejudicial (or would have a different or prejudicial effect) relative to any other Interests, without the approval of a majority in interest of the Members holding the Interests affected in such a different or prejudicial manner

(b) Notwithstanding the provisions of Section 11.1(a), the Managing Member, acting alone, may amend this Agreement or update the books and records of the Company (i) to reflect the admission of new Members, Transfers of Interests, the issuance of additional Equity Securities, as provided by the terms of this Agreement, and, subject to Section 11.1(a), subdivisions or combinations of Units made in compliance with Section 3.1(g), (ii) to the minimum extent necessary to comply with or administer in an equitable manner the Partnership Tax Audit Rules in any manner determined by the Managing Member, and (iii) as necessary to avoid the Company being classified as a "publicly traded partnership" within the meaning of Section 7704(b) of the Code.

(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 11.2 **Further Assurances**. Each party hereto agrees that it will from time to time, upon the reasonable request of another party, execute such documents and instruments and take such further action as may be required to accomplish the purposes of this Agreement.

Section 11.3 **Successors and Assigns**. All of the terms and provisions of this Agreement shall be binding upon the parties and their respective successors and assigns, but shall inure to the benefit of and be enforceable by the successors and assigns of any Member only to the extent that they are permitted successors and assigns pursuant to the terms hereof. No party hereto may assign its rights hereunder except as herein expressly permitted.

Section 11.4 **Certain Representations by Members**. Each Member (or, if such Member is disregarded for U.S. federal income tax purposes, such Member's regarded owner for such purposes), by executing this Agreement and becoming a Member, whether by making a Capital Contribution, by admission in connection with a permitted Transfer, or otherwise, represents and warrants to the Company and the Managing Member, as of the date of its admission as a Member, that such Member is either (a) not a partnership, grantor trust, or a Subchapter S corporation for U.S. federal income tax purposes (e.g., an individual or a Subchapter C corporation), or (b) is a partnership, grantor trust, or a Subchapter S corporation for U.S. federal income tax purposes, but (i) permitting the Company to satisfy the 100-partner limitation set forth in Treasury Regulations Section 1.7704-1(h)(1)(ii) is not a principal purpose of any beneficial owner of such Member in investing in the Company through such Member and (ii) such Member was formed for business purposes prior to or in connection with the investment by such Member in the Company or for estate planning purposes.

Section 11.5 **Entire Agreement**. This Agreement, together with all Exhibits and Schedules hereto and all other agreements referenced therein and herein, including the Business Combination Agreement, Tax Receivable Agreement, Exchange Agreement, and the Registration Rights Agreement, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

Section 11.6 **Rights of Members Independent**. The rights available to the Members under this Agreement and at Law shall be deemed to be several and not dependent on each other and each such right accordingly shall be construed as complete in itself and not by reference to any other such right. Any one or more or any combination of such rights may be exercised by a Member or the Company from time to time and no such exercise shall exhaust the rights or preclude another Member from exercising any one or more of such rights or combination thereof from time to time thereafter or simultaneously.

Section 11.7 **Governing Law**. This Agreement, the legal relations between the parties and any Action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and performed in such State and without regard to conflicts of law doctrines, except to the extent that certain matters are preempted by federal Law or are governed as a matter of controlling Law by the Law of the jurisdiction of organization of the respective parties.

Section 11.8 **Jurisdiction and Venue**. The parties hereto hereby agree and consent to be subject to the jurisdiction of any federal court of the District of Delaware or the Delaware Court of Chancery over any action, suit or proceeding (a "**Legal Action**") arising out of or in connection with this Agreement. The parties hereto irrevocably waive the defense of an inconvenient forum to the maintenance of any such Legal Action. Each of the parties hereto further irrevocably consents to the service of process out of any of the aforementioned courts in any such Legal Action by the mailing of copies thereof by registered mail, postage prepaid, to such party at its address set forth in this Agreement, such service of process to be effective upon acknowledgment of receipt of such registered mail. Nothing in this Section 11.8 shall affect the right of any party hereto to serve legal process in any other manner permitted by law.

Section 11.9 **Headings**. The descriptive headings of the Articles, sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

Section 11.10 **Counterparts**. This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

Section 11.11 **Notices**. Any notice or other communication hereunder must be given in writing and (a) delivered in person, (b) transmitted by facsimile, by telecommunications mechanism or electronically, or (c) mailed by certified or registered mail, postage prepaid, receipt requested as follows:

If to the Company or the Managing Member, addressed to it at:

P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Fred Turcotte, Chief Financial Officer
E-mail: fturcotte@hagerty.com

With copies (which shall not constitute notice) to:

P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Barbara Matthews, General Counsel
E-mail: bmatthews@hagerty.com

or to such other address or to such other Person as either party shall have last designated by such notice to the other parties. Each such notice or other communication shall be effective (i) if given by telecommunication or electronically, when transmitted to the applicable number or electronic mail address so specified in (or pursuant to) this Section 11.11 and an appropriate answerback is received or, if transmitted after 4:00 p.m. local time on a Business Day in the jurisdiction to which such notice is sent or at any time on a day that is not a Business Day in the jurisdiction to which such notice is sent, then on the immediately following Business Day, (ii) if given by mail, on the first Business Day in the jurisdiction to which such notice is sent following the date 3 days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, on the Business Day when actually received at such address or, if not received on a Business Day, on the Business Day immediately following such actual receipt.

Section 11.12 **Representation By Counsel; Interpretation**. The parties acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of Law, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

Section 11.13 **Severability**. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement, to the extent permitted by Law shall remain in full force and effect; *provided* that the essential terms and conditions of this Agreement for all parties remain valid, binding and enforceable.

Section 11.14 **Expenses**. Except as otherwise provided in this Agreement, each party shall bear its own expenses in connection with the transactions contemplated by this Agreement.

Section 11.15 **Waiver of Jury Trial**. EACH OF THE COMPANY, THE MEMBERS, THE MANAGING MEMBER AND ANY INDEMNITEES SEEKING REMEDIES HEREUNDER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE.

Section 11.16 **No Third Party Beneficiaries**. Except as expressly provided in Section 6.2 and Section 10.2(b), nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under this Agreement or otherwise create any third party beneficiary hereto.

[Signatures on Next Page]

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Amended and Restated Limited Liability Company Agreement to be executed as of the date first above written**.**

**COMPANY:**

**THE HAGERTY GROUP, LLC**

By: _____
Name:
Title:

**MEMBERS:**

HAGERTY, INC.
By: [●]

By: _____
Name:
Title:

HAGERTY HOLDING CORP.
By: [●]

By: _____
Name:
Title:

MARKEL CORPORATION
By: [●]

By: _____
Name:
Title:

**EXHIBIT A**

| Member | Number of Units Owned |
|---|---|
| [●] | [●] |
| [●] | [●] |
| **Total** | [●] |

**EXHIBIT B**

**Exchange Agreement**

**Exhibit 10.7**

**SPONSOR WARRANT LOCK-UP AGREEMENT**

This SPONSOR WARRANT LOCK-UP AGREEMENT, dated as of _____, 2021 ("***Agreement***"), by and among Hagerty, Inc., (formerly, Aldel Financial Inc.), a Delaware corporation (the "***Company***"), Aldel Investors LLC (the "***Sponsor***") and FG SPAC Partners, LP ("***FGSP***").

WHEREAS, the Company entered into the Private Placement Units Purchase Agreement dated as of April 8, 2021, with the Sponsor (the "***Private Placement Units Purchase Agreement***") pursuant to which the Sponsor purchased, on a private placement basis an aggregate of 515,000 units of the Company (the "***Units***"), each Unit comprised of one share of Class A common stock of the Company, par value $0.0001 per share ("***Common Stock***") and one-half of one warrant, each whole warrant exercisable to purchase one share of Common Stock ("***Warrant***"), for a purchase price of $10.00 per Unit. The Warrants underlying the Units are hereinafter referred to as the "***Placement Warrants***," and each Placement Warrant is exercisable to purchase one share of Common Stock at an exercise price of $11.50 per share during the period commencing on the later of (i) twelve (12) months from the date of the closing of the Company's initial public offering (the "***IPO***") and (ii) 30 days following the consummation of the Company's initial business combination (the "***Business Combination***"), as such term is defined in the registration statement in connection with the IPO, as amended at the time it become effective, and expiring on the fifth anniversary of the consummation of the Business Combination;

WHEREAS, the Company entered into the OTM Warrants Purchase Agreement dated as of April 8, 2021, with FGSP (the "***OTM Warrants Purchase Agreement***") pursuant to which FGSP purchased private placement warrants (the "***OTM Warrants***"), each OTM Warrant entitling the holder to purchase one share of Common Stock at an exercise price of $15.00 per share;

WHEREAS, in connection with that certain Business Combination Agreement, dated as of [●], 2021 (the "***Business Combination Agreement***"), by and among the Company, Aldel Merger Sub LLC, a Delaware limited liability company ("***Merger Sub***"), and The Hagerty Group, LLC, a Delaware limited liability company ("***Hagerty***"), Hagerty shall be merged with Merger Sub, with Hagerty being the surviving entity (the "Transaction"), the Sponsor has agreed that its Placement Warrants (the "***Locked-Up Placement Warrants***") and FGSP has agreed that its OTM Warrants (the "***Locked-Up OTM Warrants***" and, together with the Locked-Up Placement Warrants, the "***Locked-Up Warrants***") shall be subject to additional vesting requirements before they can be exercised as hereinafter provided.

IT IS AGREED:

1. Vesting of the Locked-Up Warrants. In addition to the terms and conditions of exercise of the Locked-Up Warrants contained in the Private Placement Units Purchase Agreement, the OTM Warrants Purchase Agreement and the warrant agreements governing the Locked-Up Warrants, (i) the Locked-Up Placement Warrants shall not be exercisable until the date on which the volume weighted average trading price of the Common Stock exceeds $15.00 per share (as adjusted for stock splits, stock dividends, reorganizations and recapitalizations) for any 20 trading days within any 30-trading day period commencing on the date that is 12 months after the Business Combination and (ii) the Locked-Up OTM Warrants shall not be exercisable until the date on which the volume weighted average trading price of the Common Stock exceeds $18.00 per share (as adjusted for stock splits, stock dividends, reorganizations and recapitalizations) for any 20 trading days within any 30-trading day period commencing on the date that is 12 months after the Business Combination. The period from the date hereof through the date on which the Locked-Up Warrants may be exercised in accordance with this Section 1 is referred to as the "Lock-Up Period").

2. Restrictions on Transfer. During the Lock-Up Period, the Sponsor and FGSP, as applicable, may transfer the Locked-Up Warrants, subject to any requirements set forth in the Private Placement Units Purchase Agreement, the OTM Warrants Purchase Agreement and the applicable warrant agreements governing the Locked-Up Warrants, provided that such transfers may be implemented only upon the respective transferee's written agreement to be bound by the terms and conditions of this Agreement. In furtherance of the foregoing, the Company may notify the Company's transfer agent in writing of the restrictions on such Locked-up Warrants under this Agreement and direct the Company's transfer agent not to process any attempts to exercise or transfer any Locked-up Warrants, except in compliance with this Agreement.

3. Miscellaneous.

3.1 Governing Law. This Agreement shall for all purposes be deemed to be made under and shall be construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction.

3.2 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and, except as expressly provided herein, may not be changed or modified except by an instrument in writing signed by the party to the charged.

3.3 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

3.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their legal representatives, successors and assigns.

3.5 Notices. Any notice or other communication required or which may be given hereunder shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iii) three (3) business days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder, as follows:

(i) if to the Company (prior to the Transaction closing), to:

Aldel Financial Inc.
105 S. Maple Street
Itasca, IL 60143
Attention: Robert I. Kauffman
E-mail: RK@robkauffman.com

with a required copy to (which copy shall not constitute notice):
Loeb & Loeb LLP
345 Park Avenue, 19th Floor
New York, NY 10154
Attention: Mitchell S. Nussbaum, Esq.
E-mail: mnussbaum@loeb.com

(ii) if to the Company (following the Transaction closing), to:

Hagerty, Inc.
P.O. Box 1303
Traverse City, MI
49685-1303
Attention: Barbara Matthews, General Counsel
E-mail: bmatthews@hagerty.com

with a required copy to (which copy shall not constitute notice):

Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Attention: Sean Keyvan; William Howell; Jonathan Blackburn
E-mail: skeyvan@sidley.com; bhowell@sidley.com; jblackburn@sidley.com

(ii) if to the Sponsor:

(iii) if to FGSP:

[TO COME][1]

The parties may change the persons and addresses to which the notices or other communications are to be sent by giving written notice to any such change in the manner provided herein for giving notice.

[Signature Page Follows]

[1] NTD: To be provided.

WITNESS the execution of this Agreement as of the date first above written.

**COMPANY:**

HAGERTY, INC.

By:
Name:
Title:

**SPONSOR:**

ALDEL INVESTORS LLC

Name:
Title:

**FGSP:**

FG SPAC PARTNERS, LP

Name:
Title:

[*Signature Page to Sponsor Warrant Lock-up Agreement*]

**Exhibit 10.8**

# INVESTOR RIGHTS AGREEMENT

**Table of Contents**

# INVESTOR RIGHTS AGREEMENT

This Investor Rights Agreement (this "Agreement") is entered into as of August 17, 2021 and effective as of the Closing (as defined below), by and among Hagerty Holding Corp., a Delaware corporation ("HHC"), State Farm Mutual Automobile Insurance Company, a mutual insurance company domiciled in the State of Illinois ("State Farm"), and Markel Corporation, a Virginia corporation ("Markel") (each, an "Investor," and collectively the "Investors"), and Aldel Financial Inc., a Delaware corporation (the "Company").

## RECITALS:

**WHEREAS**, the Company, Aldel Merger Sub LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("Merger Sub"), and The Hagerty Group, LLC, a Delaware limited liability company ("THG"), have entered into a Business Combination Agreement, dated as of the date hereof (as the same may be amended from time to time, the "Merger Agreement");

**WHEREAS**, pursuant to the Merger Agreement, subject to the terms and conditions thereof, upon the consummation of the transactions contemplated thereby, among other matters, Merger Sub will be merged with THG with THG continuing as the surviving entity and a subsidiary of the Company (the "Transaction");

**WHEREAS**, after consummation of the Transaction, the Company shall be the sole managing member of THG;

**WHEREAS**, in connection with the Transaction, State Farm and Markel are each entering into a subscription agreement (the "Subscription Agreement") pursuant to which each is subscribing for and purchasing Class A Shares in the Company; and

**WHEREAS**, in connection with the Transaction, the Company and the Investors wish to set forth certain understandings between such parties, including with respect to certain governance matters.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises, covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I
## INTRODUCTORY MATTERS

1.1 Defined Terms. In addition to the terms defined elsewhere herein, the following terms have the following meanings when used herein with initial capital letters:

"501(c) Organization" means an entity that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code (or any successor provision thereto).

"Affiliate" has the meaning set forth in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof; *provided* that the Company and each of its Subsidiaries shall not be deemed to be Affiliates of the Investor Entities.

"Agreement" has the meaning set forth in the preamble hereof.

"Alternate Nominee" has the meaning set forth in Section 2.1(f) hereof.

"Alternative Vacancy Nominee" has the meaning set forth in Section 2.1(k) hereof.

"Applicable Election" has the meaning set forth in Section 2.1(c) hereof.

"Beneficial Ownership" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act. The terms "Beneficially Owned," "Beneficial Owner" and similar terms shall have correlative meanings.

"Board" means the Board of Directors of the Company.

"Board Observer" has the meaning set forth in Section 2.1(m) hereof.

"Business Day" means a day other than a Saturday, Sunday, federal or New York State holiday or other day on which commercial banks in the City of New York, New York are authorized or required by Law to be closed; provided, that banks shall not be deemed to be authorized or obligated to be closed due to a "shelter in place" or similar closure of physical branch locations at the direction of any Governmental Authority if such banks' electronic funds transfer systems (including for wire transfers) are open for use by customers on such day.

"Charitable Trust" means a trust that is a 501(c) Organization (whether a determination letter with respect to such exemption is issued before, at or after the Closing), and further includes any successor entity that is a 501(c) Organization upon a conversion of, or transfer of all or substantially all of the assets of, a Charitable Trust to such successor entity (whether a determination letter with respect to such successor's exemption is issued before, at or after the conversion date).

"Class A Shares" means the Class A common stock of the Company.

"Class V Shares" means the Class V common stock of the Company.

"Closing" has the meaning set forth in the Merger Agreement.

"Committee" has the meaning set forth in Section 2.1(d) hereof.

"Common Shares" means the Company's Class A Shares and Class V Shares.

"Company" has the meaning set forth in the Preamble.

"Confidential Information" means any information relating to the businesses and affairs of the Company or its Subsidiaries, or any suppliers, customers, or agents of the Company or its Subsidiaries, that is furnished by or on behalf of the Company or its designated representatives to an Investor or its designated representatives, together with any notes, analyses, reports, models, compilations, studies, documents, records or extracts thereof containing, based upon or derived from such information, in whole or in part; *provided*, *however*, that Confidential Information does not include information:

(i) that is or has become publicly available other than as a result of a disclosure by an Investor or its designated representatives in violation of this Agreement;

(ii) that was independently developed or acquired by an Investor or its designated representatives or on its or their behalf without derivation from, reliance upon, use of or reference to Confidential Information;

(iii) that is already in an Investor's possession (provided, that such information is not subject to another confidentiality agreement with or other obligation of secrecy to the Company);

(iv) that is or becomes available to an Investor on a non-confidential basis from a source other than the Company (provided, that such source is not known by such Investor to be bound by a confidentiality agreement with or other obligation of secrecy to the Company); or

(v) that is provided to an Investor or a Subsidiary thereof pursuant to a commercial or contractual arrangement entered into in the ordinary course of business between the Company and such Investor or Subsidiary (provided, that nothing herein shall be deemed to affect any confidentiality obligation under any such commercial or contractual arrangement).

"Control" (including its correlative meaning, "Controlled") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"Covered Person" means (i) each Investor Entity, in each case in his, her or its capacity as such, and each such Person's successors, heirs, estates or legal representative, (ii) any Affiliate, in his, her or its capacity as such, of an Investor Entity, in his, her or its capacity as such and (iii) any Affiliate, officer, director, shareholder, partner, member, employee representative or agent of any of the foregoing, in each case in clauses (i) or (ii) whether or not such Person continues to have the applicable status referred to in such clauses.

"DGCL" has the meaning set forth in Section 5.5.

"Director" means any director of the Company from time to time.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Excluded Securities" means any securities of the Company issued in connection with: (a) a grant to any existing or prospective consultants, employees, officers or directors pursuant to any stock option, employee stock purchase or similar equity-based plans or other compensation agreement or other similar arrangement; (b) the exercise or conversion of options to purchase Class A Shares issued to any existing or prospective consultants, employees, officers or Directors pursuant to any stock option, employee stock purchase or similar equity-based plans or any other compensation agreement; (c) any acquisition by the Company of the stock, assets, properties or business of any Person; (d) any merger, consolidation or other business combination involving the Company or any of its Subsidiaries; (e) pursuant to any rights, agreements, options or warrants granted after the date of this Agreement, so long as the pre-emptive rights established by Section 5.4 were complied with, waived, or were inapplicable pursuant to any provision of Section 5.4 with respect to the initial sale or grant by the Company of such rights, agreements, options or warrants; (f) the entry into any strategic or commercial relationship the primary purpose of which is not to raise capital for the Company or its Subsidiaries; (g) upon exchange of Class V Shares and units in THG pursuant to the terms of that certain Exchange Agreement, to be entered into at the Closing pursuant to the Merger Agreement (the "Exchange Agreement"); (h) upon exercise of any rights, agreements, options or warrants issued and outstanding as of the date hereof; (i) pursuant to any debt financing or refinancing from a bank or similar financial or lending institution; or (j) a stock split, stock dividend or any similar recapitalization.

"Exercise Period" has the meaning set forth in Section 5.1(c) hereof.

"Family Group" means Kim Hagerty, Tammy Hagerty, McKeel Hagerty or any of their Family Members or any Person with respect to which one or more members of the Family Group have Voting Control.

"Family Member" means, with respect to a Person, a spouse, sibling or spouse of a sibling, lineal descendant (whether natural or adopted) or spouse of a lineal descendant, or any trust created for the benefit of any such individual or of which any of the foregoing is a beneficiary.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"HHC" has the meaning set forth in the preamble hereof.

"Indemnified Liabilities" has the meaning set forth in Section 2.4 hereof.

"Investor Designee" means each individual whom an Investor has designated pursuant to Section 2.1(a), Section 2.1(f), Section 2.1(j) or Section 2.1(k) or nominated pursuant to Section 2.1(b) and who is thereafter elected and qualifies to serve as a Director.

"Investor Entities" means the Investors and their Affiliates and their respective successors.

"Investors" has the meaning set forth in the preamble hereof.

"Issuance Notice" has the meaning set forth in Section 5.1(b) hereof.

"Law" means any statute, law, regulation, ordinance, rule, injunction, order, decree, governmental approval, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority.

"Losses" means any loss, liability, claim, charge, action, suit, proceeding, assessed interest, penalty, damage, tax, expense and causes of action of any nature whatsoever.

"LLC Agreement" means the Fourth Amended and Restated Limited Liability Company Agreement of The Hagerty Group, LLC, to be entered into at the Closing pursuant to the Merger Agreement.

"Markel" has the meaning set forth in the preamble hereof.

"Merger Agreement" has the meaning set forth in the recitals hereof. "Merger Sub" has the meaning set forth in the recitals hereof.

"NewCo" has the meaning set forth in Section 5.1 hereof.

"New Securities" means any shares of capital stock of the Company, as well as rights, options, or warrants to purchase such shares of capital stock, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such shares of capital stock, other than Excluded Securities.

"Nominee" has the meaning set forth in Section 2.1(c) hereof.

"Nominee Rejection" has the meaning set forth in Section 2.1(l) hereof.

"Nonparty Affiliate" has the meaning set forth in Section 6.16 hereof.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or other form of business organization, whether or not regarded as a legal entity under applicable Law, or any Governmental Authority or any department, agency or political subdivision thereof.

"Pre-emptive Shares" has the meaning set forth in Section 5.1(a) hereof.

"Qualified Entity" means, with respect to a Qualified Stockholder: (a) a Qualified Trust solely for the benefit of (i) such Qualified Stockholder, or (ii) one or more Family Members of such Qualified Stockholder; (b) any general partnership, limited partnership, limited liability company, corporation, public benefit corporation or other entity with respect to which Voting Control is held by or which is wholly owned, individually or collectively, by (i) such Qualified Stockholder, (ii) one or more Family Members of such Qualified Stockholder or (iii) any other Qualified Entity of such Qualified Stockholder; (c) any Charitable Trust validly created by a Qualified Stockholder; (d) a revocable living trust, which revocable living trust is itself both a Qualified Trust and a Qualified Stockholder, during the lifetime of the natural person grantor of such trust; and (e) any 501(c) Organization or Supporting Organization over which (i) such Qualified Stockholder, (ii) one or more Family Members of such Qualified Stockholder or (iii) any other Qualified Entity of such Qualified Stockholder, individually or collectively, Control the appointment of a majority of all trustees, board members, or members of a similar governing body, as applicable.

"Qualified Stockholder" means (a) any member of the Family Group, (b) Markel or (c) a Qualified Transferee of the foregoing.

"Qualified Transfer" means any Transfer of Class V Shares: (a) by a Qualified Stockholder (or the estate of a deceased Qualified Stockholder) to (i) one or more Family Members of such Qualified Stockholder or (ii) any Qualified Entity of such Qualified Stockholder; (b) by a Qualified Entity of a Qualified Stockholder to (i) such Qualified Stockholder or one or more Family Members of such Qualified Stockholder or (ii) any other Qualified Entity of such Qualified Stockholder; or (c) by a Qualified Stockholder that is a natural person or revocable living trust to a 501(c) Organization or a Supporting Organization, as well as any Transfer by a 501(c) Organization to a Supporting Organization of which such 501(c) Organization (A) is a supported organization (within the meaning of Section 509(f)(3) of the Internal Revenue Code (or any successor provision thereto)), and (B) has the power to appoint a majority of the board of directors, in each case solely so long as such 501(c) Organization or such Supporting Organization, as applicable, irrevocably elects, no later than the time such Class V Shares are Transferred to it, that such Class V Shares shall automatically be converted into Class A Shares upon the death of such Qualified Stockholder or the natural person grantor of such Qualified Stockholder.

"Qualified Transferee" means a Transferee of Common Shares received in a Transfer that constitutes a Qualified Transfer.

"Qualified Trust" means a bona fide trust where each trustee is (i) a Qualified Stockholder, (ii) a Family Member of a Qualified Stockholder or (iii) a professional in the business of providing trustee services, including private professional fiduciaries, trust companies, accounting, legal or financial advisors, or bank trust departments.

"SEC" means the Securities and Exchange Commission.

"State Farm" has the meaning set forth in the preamble hereof.

"Strategic Investor Covered Person" means State Farm, Markel and each of their respective Covered Persons.

"Subscription Agreement" has the meaning set forth in the recitals hereof.

"Subsidiary" means, with respect to any Person, an entity that is Controlled, directly or indirectly, by such Person.

"Supporting Organization" means an entity that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) and described in Section 509(a)(3) of the Internal Revenue Code (or any successor provision thereto).

"Third-Party Claim" means any (i) claim brought by a Person other than a Covered Person or the Company or any of its Subsidiaries and (ii) any derivative claim brought in the name of the Company or any of its Subsidiaries that is initiated by any Person other than a Covered Person.

"Transaction" has the meaning set forth in the recitals hereof.

"Transfer" means to voluntarily or involuntarily, transfer, sell, pledge or hypothecate or otherwise dispose of (whether by operation of law or otherwise), including, in each case, (i) the establishment or increase of a put equivalent position or liquidation with respect to, or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security or (ii) entry into any swap or other arrangement that transfers to another Person, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise. The terms "Transferee," "Transferor," "Transferred," and other forms of the word "Transfer" shall have the correlative meanings.

"Vacancy Nominee" has the meaning set forth in Section 2.1(j) hereof.

"Voting Control" (x) with respect to a Common Share means the power, directly or indirectly, to vote or direct the voting of such share by proxy, voting agreement or otherwise and (y) with respect to any Person, means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise and, in any event and without limiting the generality of the foregoing, any Person owning a majority of the voting power of the voting securities of another Person shall be deemed to have voting Control of that Person.

1.2 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Unless the context otherwise requires: (a) "or" is disjunctive but not exclusive, (b) words in the singular include the plural, and in the plural include the singular, (c) the words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and subsection references are to this Agreement unless otherwise specified, (d) the term "including" is not limiting and means "including without limitation," and (e) whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

## ARTICLE II
## CORPORATE GOVERNANCE MATTERS

2.1 Election of Directors.

(a) At the Closing, the Company and the Investors shall take all necessary action to cause the Board to be composed of nine (9) directors, which shall include:

(i) two (2) individuals designated by HHC;

(ii) one (1) individual designated by State Farm;

(iii) one (1) individual designated by Markel; and

(iv) one (1) individual designated by Aldel Investors LLC, a Delaware limited liability company.

(b) From and after the Closing, the Company and the Investors shall take all necessary action (to the extent permitted by applicable Law) to cause the Board to nominate for election at each annual meeting of stockholders of the Company at which Directors are to be elected:

(i) for so long as the Family Group and Qualified Transferees of the Family Group hold at least (A) fifty percent (50%) of the Common Shares the Family Group owns as of the Closing (taking into account any securities issued with respect to such Common Shares, any share equivalents and any adjustments to such Common Shares, including pursuant to a stock dividend, stock split, reclassification, recapitalization or pursuant to an exchange (including a merger or consolidation)), two (2) individuals designated by HHC (or another member of the Family Group designated by members of the Family Group holding a majority of the total Common Shares of the Family Group), and (B) twenty five percent (25%) of the Common Shares the Family Group owns as of the Closing (taking into account any securities issued with respect to such Common Shares, any share equivalents and any adjustments to such Common Shares, including pursuant to a stock dividend, stock split, reclassification, recapitalization or pursuant to an exchange (including a merger or consolidation)), one (1) individual designated by HHC (or another member of the Family Group designated by members of the Family Group holding a majority of the total Common Shares of the Family Group);

(ii) for so long as State Farm and its Affiliates hold at least fifty percent (50%) of the Common Shares it owns as of the Closing (taking into account any securities issued with respect to such Common Shares, any share equivalents and any adjustments to such Common Shares, including pursuant to a stock dividend, stock split, reclassification, recapitalization or pursuant to an exchange (including a merger or consolidation)), one (1) individual designated by State Farm; and

(iii) for so long as Markel and its Affiliates hold at least fifty percent (50%) of the Common Shares it owns as of the Closing (taking into account any securities issued with respect to such Common Shares, any share equivalents and any adjustments to such Common Shares, including pursuant to a stock dividend, stock split, reclassification, recapitalization or pursuant to an exchange (including a merger or consolidation)), one (1) individual designated by Markel.

(c) Each Investor shall notify the Company of its nominee or nominees (a "Nominee") pursuant to Section 2.1(b) by giving written notice to the Company in no event later than the deadline for receipt of a stockholder proposal to be eligible for inclusion in the Company's proxy statement pursuant to Rule 14a-8 under the Exchange Act, with respect to any meeting of the Company's stockholders at which Directors are to be elected (any such meeting, an "Applicable Election").

(d) The Investors will, in connection with such nomination, (i) provide such additional information about the Nominee as is reasonably requested by the Nominating and Corporate Governance Committee of the Board or other relevant committee of the Board that oversees nominations of members of the Board (the "Committee") and (ii) cause the Nominee to be reasonably available for interviews and discussions with the Committee.

(e) Subject to Section 2.1(l), the Company shall take all actions reasonably necessary to ensure that (i) the Nominee is included in the Board's slate of nominees submitted to the stockholders for election as directors at the next Applicable Election; (ii) the Nominee is included in the proxy statement prepared by management of the Company in connection with soliciting proxies for the next Applicable Election; (iii) the Board recommends that the Company's stockholders vote in favor of the election of the Nominee; (iv) the Company supports the Nominee for election in a manner no less favorable than the manner in which the Company supports its other nominees; and (v) the Company otherwise uses commercially reasonable efforts to cause the election of the Nominee to the Board at each Applicable Election.

(f) If there is a Nominee Rejection (as defined below) pursuant to Section 2.1(l) hereof, then the applicable Investor shall have the right to designate an alternate Person to be nominated for election by the Board (the "Alternate Nominee") by giving written notice to the Company in accordance with Section 6.2 hereof in no event later than fifteen (15) days after receipt of notice of the Nominee Rejection.

(g) Each Investor entitled to nominate a Nominee will, in connection with such nomination, provide such additional information about the Alternate Nominee as is reasonably requested by the Committee and (ii) cause the Alternate Nominee to be reasonably available for interviews and discussions with the Committee.

(h) Subject to Section 2.1(l), the Company shall take all actions reasonably necessary to ensure that: (i) the Alternate Nominee is included in the Board's slate of nominees submitted to the Company's stockholders for election as directors at the next Applicable Election; (ii) the Alternate Nominee is included in the proxy statement prepared by management of the Company in connection with soliciting proxies for the next Applicable Election; (iii) the Board recommends that the Company's stockholders vote in favor of the election of the Alternate Nominee; (iv) the Company supports the Alternate Nominee for election in a manner no less favorable than the manner in which the Company supports its other nominees; and (v) the Company otherwise uses commercially reasonable efforts to cause the election of the Alternate Nominee to the Board at each Applicable Election.

(i) The Company shall work in good faith with the Investors to identify and pre-clear Nominees and Alternate Nominees, as the case may be, and take such other actions as reasonably requested by the Investors to assist the Investors in submitting Nominees or Alternate Nominees, as the case may be, that will not result in a Nominee Rejection under Section 2.1(l) hereof.

(j) For so long as an Investor is entitled to nominate a Nominee, if a vacancy occurs because of the death, disability, disqualification, resignation or removal of such Investor's Investor Designee as a member of the Board, the Company shall provide written notice of such vacancy to the applicable Investor within five (5) Business Days of such vacancy. Such Investor shall be entitled to designate such Person's successor (the "Vacancy Nominee") by giving written notice to the Company within thirty (30) days of the date the Investor receives written notification of the vacancy from the Company. Such Investor will provide the Company with such additional information about the Vacancy Nominee as is reasonably requested by the Committee and cause the Vacancy Nominee to be reasonably available for interviews and discussions with the Committee. Any successor that is appointed to fill a vacancy pursuant to this Section 2.1(j) shall have the right to serve until the next Applicable Election, or until his/her successor is elected and duly qualified.

(k) If there is a Nominee Rejection with respect to a Vacancy Nominee, then the applicable Investor shall have the right to designate an alternative Person to fill the vacancy (the "Alternative Vacancy Nominee") by giving written notice to the Company no later than fifteen (15) days after receipt of notice of the Nominee Rejection. Such Investor will promptly provide the Company with such additional information about the Alternative Vacancy Nominee as is reasonably requested by the Committee and cause the Alternative Vacancy Nominee to be reasonably available for interviews and discussions with the Committee.

(l) Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated to appoint to the Board, cause to be nominated for election to the Board or recommend to the stockholders the election of any Person the appointment, nomination or recommendation of whom the Board or the Committee determines in good faith, after consultation with and upon the advice of outside legal counsel, would constitute a breach of its fiduciary duties (a "Nominee Rejection"); provided, however, that upon the occurrence of a Nominee Rejection, the Company shall promptly notify the applicable Investor in writing of the occurrence of such Nominee Rejection, the reasons therefor and permit the Investor to provide an alternate Person in accordance with the applicable provisions hereof (Section 2.1(e) for a Nominee or Alternate Nominee for election at stockholder meetings and Section 2.1(j) and Section 2.1(k) for a Vacancy Nominee or Alternative Vacancy Nominee for filling vacancies on the Board) and the Company shall use commercially reasonable efforts to perform its obligations hereunder with respect to such Alternate Nominee or Alternative Vacancy Nominee.

(m) Notwithstanding the foregoing, for so long as an Investor is entitled to designate a Nominee pursuant to Section 2.1(b), an Investor may, in lieu of designating a Nominee, designate an observer (a "Board Observer") to attend meetings of the Board. As a condition to attending any meetings or receiving any materials, a Board Observer will enter into a customary confidentiality agreement with the Company. A Board Observer shall not be entitled to vote on matters presented to, or discussed by, the Board at any such meetings; provided that the Board Observer may be excluded from access to any material or meeting or portion thereof to the same extent an Investor's Nominee would need to recuse himself or herself. The Board Observer shall be timely notified of the time and place of any Board meetings and will be given written notice of all proposed actions to be taken by the Board at such meeting or by any written consent of the Board as if the Board Observer were a Director. Such notice shall describe in reasonable detail the nature and substance of the matters to be discussed and/or voted upon at such meeting (or the proposed actions to be taken by written consent without a meeting). The Board Observer shall have the right to receive all information provided to the members of the Board (i) in anticipation of or at such meeting (regular or special and whether telephonic or otherwise) and (ii) in connection with seeking and entering into any written consent in lieu thereof, in addition to copies of the records of the proceedings or minutes of such meeting, when provided to the members. The Company shall reimburse any Board Observer for all reasonable and documented out-of-pocket costs and expenses incurred in connection with its participation in any such meeting. For the avoidance of doubt, the Board Observer shall have no fiduciary duty to the Company, its Affiliates or its equityholders.

(n) The rights of the parties hereto do not attach to their respective Common Shares and may only be assigned pursuant to Section 6.5 hereof.

2.2 Resignation or Removal of Directors. Until such time as a Control Trigger Event (as defined in the Company's Second Amended and Restated Certificate of Incorporation to become effective at a Closing) occurs, the provisions of this Section 2.2 shall apply.

(a) The Board by majority vote (excluding the Director subject to removal) may recommend the removal of any Director to the shareholders of the Company, regardless of whether such Director is an Investor Designee. For the avoidance of doubt, the vacancy created by such removal shall be filled in accordance with Section 2.1.

(b) Each of the Investors has the right to cause its Investor Designee to resign or recommend to the shareholders of the Company that its Investor Designee be removed from the Board, and the vacancy created by such resignation or removal shall be filled in accordance with Section 2.1.

(c) In the event that the Board or an Investor makes the recommendation that a Director should be removed pursuant to Section 2.2(a) or Section 2.2(b), the Board or such Investor, as applicable, shall provide written notice to the Company and the other Investors of such determination, and the Investors agree to take all action necessary to give effect to such determination, including appearing at a meeting and voting or causing to be voted at such meeting all of its Common Shares, or executing a written consent, in favor of removal of any such Director.

2.3 Compensation. Except to the extent the Investors may otherwise notify the Company, the Investor Designees (to the extent they are not also employees of the Company) shall be entitled to compensation consistent with the compensation received by other non-employee Directors and members of committees of the Board, including any fees and equity awards and any reimbursement for reasonable out-of-pocket expenses incurred in connection with their attendance of meetings of the Board (or committees of the Board) or the performance of their other duties as a Director. The Company shall reimburse each Director for his or her reasonable out-of-pocket expenses incurred in connection with the attendance of meetings of the Board or any committee of the Board.

2.4 Indemnification.

(a) To the fullest extent permitted by law, the Company shall indemnify, hold harmless and defend each Covered Person from and against any Losses (other than for taxes based on fees or other compensation received by such Covered Person from the Company or its Subsidiaries), expenses (including reasonable legal fees and expenses), judgments, fines and other amounts which may be imposed on, asserted against, paid in settlement, incurred or suffered by such Covered Person or any of them, as a party or otherwise, before or after the date of this Agreement (collectively, the "Indemnified Liabilities"), in connection with any threatened, pending or completed Third-Party Claim arising directly or indirectly out of or in connection with an Investor Entity's or their other Covered Persons' investment in, or actual, alleged or deemed Control or ability to influence, the Company or any of its Subsidiaries if the Covered Person's conduct was in good faith and to the extent such Losses did not arise out of a breach by such Covered Person or its Affiliates of this Agreement; and, if the Covered Person is a Director, officer or employee of the Company (or an Affiliate Controlled by, or a successor, heir, estate or legal representative or a Director, officer or employee of the Company), the Covered Person reasonably believed (or, if the Covered Person is a successor, heir, or estate of, a Director, officer or employee of the Company, then such Director, officer or employee of the Company reasonably believed) that his, her or its conduct was in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, did not have reasonable cause to believe that his or her conduct was unlawful, and did not include any transaction from which such Covered Person derived an improper personal benefit. If and to the extent that the foregoing indemnification is unavailable or unenforceable for any reason, the Company hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable Law. The rights of any Covered Person to indemnification and contribution hereunder will be in addition to any other rights any such Person may have under any other agreement or instrument to which such Covered Person is or becomes a party or is or otherwise becomes the beneficiary under law or regulation or under the organizational documents of the Company or, any of its Subsidiaries and shall extend to such Covered Person's successors and assigns. The Company shall not be liable for amounts paid in settlement of any action effected without its written consent (which written consent shall not be unreasonably withheld, conditioned or delayed by the Company), but if any action is settled with written consent of the Company, or if there is a final judgment against a Covered Person in any such action, the Company agrees to indemnify and hold harmless the Covered Person to the extent provided above from and against any Losses by reason of such settlement or judgment. In addition, the Company shall not be required to indemnify a Covered Person for any disgorgement of profits made from the purchase or sale by such Covered Person of securities of the Company pursuant to the provisions of Section 16(b) of the Exchange Act, or to indemnify or advance expenses to a Covered Person in any circumstance where such indemnification has been determined to be prohibited by Law, by a final (not interlocutory) judgment or other adjudication of a court or arbitration or administrative body of competent jurisdiction as to which there is no further right or option of appeal or the time within which an appeal must be filed has expired without such filing. Notwithstanding anything herein to the contrary, each of the Covered Persons shall be a third party beneficiary of the rights conferred to such Covered Persons in this Section 2.4. This Section 2.4 shall survive any termination of this Agreement.

(b) To the extent provided in this Section 2.4, the Company hereby agrees that it is the indemnitor of first resort (*i.e.*, its obligations to any Covered Person under this Agreement are primary and any obligation of any Investor Entity (or any Affiliate thereof) to provide advancement or indemnification for the same Losses (including all interest, assessment and other charges paid or payable in connection with or in respect of such Losses) incurred by a Covered Person are secondary), and if any Investor Entity (or any Affiliate thereof) pays or causes to be paid, for any reason, any amounts otherwise indemnifiable hereunder or under any other indemnification agreement (whether pursuant to contract, bylaws or charter) with any Covered Person, then (i) such Investor Entity (or such Affiliate, as the case may be) shall be fully subrogated to all rights of the Covered Person with respect to the payments actually made and (ii) the Company shall reimburse such Investor Entity (or such other Affiliate) for the payments actually made. The Company hereby unconditionally and irrevocably waives, relinquishes and releases (and covenants and agrees not to exercise, and to cause each Affiliate of the Company not to exercise), any claims or rights that the Company may now have or hereafter acquire against any Covered Person (in any capacity) that arise from or relate to the existence, payment, performance or enforcement of the Company's obligations under this Agreement or under any indemnification obligation (whether pursuant to any other contract, any organizational document or otherwise), including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Covered Person against any Covered Person, whether such claim, remedy or right arises in equity or under contract, Law or otherwise, including any right to claim, take or receive from any Covered Person, directly or indirectly, in cash or other property or by set-off or in any other manner, any payment or security or other credit support on account of such claim, remedy or right.

2.5 Other Rights of Investor Designees. Except as provided in Sections 2.3 and 2.4, each Investor Designee serving on the Board (or any committee of the Board) shall be entitled to the same rights and privileges applicable to all other members of the Board (or committee of the Board) generally or to which all such members of the Board (or committee of the Board) are entitled. In furtherance of the foregoing, the Company shall indemnify, exculpate, and advance fees and expenses of the Investor Designees (including by entering into an indemnification agreement in a form substantially similar to the Company's form director indemnification agreement) and provide the Investor Designees with director and officer insurance to the same extent it indemnifies, exculpates, reimburses and provides insurance for the other members of the Board (or committee of the Board) pursuant to the charter, articles of association or other organizational document of the Company, applicable Law or otherwise. The Company shall maintain directors' and officers' liability insurance (including Side A coverage) covering the Company's and its Subsidiaries' directors and officers and issued by reputable insurers, with appropriate and customary policy limits, terms and conditions (including "tail" insurance if necessary or appropriate). This Section 2.5 shall survive any termination of this Agreement.

2.6 Committee Observation. Subject to applicable Law and the listing standards of the NYSE (or other national securities exchange on which the Common Shares are then listed), the Company shall deliver written notice of any meetings or actions to be taken by written consent of any committees of the Board to the Investor Designees and any Board Observer at the same time as the members of such committees of the Board receive notice, and any Investor Designee or any Board Observer, as applicable, shall be entitled to attend (but not vote) at the meetings of any such committee of the Board as an observer unless such Investor Designee is a member of such committee.

## ARTICLE III
## CONFIDENTIALITY

3.1 Confidentiality. Each Investor agrees that it will, and will direct its designated representatives to, keep confidential and not disclose or use for any purpose any Confidential Information that it or its representatives may obtain due to their role as an Investor or member of the Family Group, as applicable; *provided, however*, that each member of the Family Group and each Investor and their respective designated representatives may disclose Confidential Information to the Investor Designees and (a) to its Affiliates and its and its Affiliates' attorneys, accountants, consultants and other advisors, in the case of Investors, retained in connection with such Investor's investment in the Company to the extent reasonably necessary for a legitimate business purpose arising from the Investor's investment in the Company, (b) to the extent required or requested to be disclosed by such Investor or their respective Affiliates or representatives, by Law (but only (i) to the extent so required, (ii) to the extent permitted by Law, after notifying the Company sufficiently in advance of such disclosure that the Company may seek a protective order or other remedy preventing such disclosure, and (iii) at the Company's request and expense, requesting confidential treatment of the Confidential Information required to be disclosed), (c) to a bona fide third party (including banks, lenders or other financing sources) for due diligence purposes under a nondisclosure agreement that prohibits the use or disclosure of such Confidential Information or (d) as the Company may otherwise consent in writing prior to such disclosure or use; *provided*, *further*, *however*, that each Investor agrees to be responsible for any breaches of this Section 3.1 by any Person to which it has disclosed Confidential Information obtained due to their role as an Investor or member of the Family Group, as applicable. For the avoidance of doubt, nothing in this Agreement shall prohibit HHC from disclosing Confidential Information to any of its stockholders and HHC and such stockholders disclosing Confidential Information to any of their attorneys, accountants, consultants and other advisors; provided that any such Person shall be bound by an obligation of confidentiality with respect to such Confidential Information and HHC shall be responsible for any breach of this Section 3.1 by any such Person. No Confidential Information shall be deemed to be provided to any Person, unless such Confidential Information is actually provided to such Person. Notwithstanding the foregoing, an Investor and its Affiliates may disclose Confidential Information, without notice to any other party, to any governmental agency, regulatory authority, or self-regulatory authority (including, without limitation, insurance examiners) having or claiming to have authority to regulate or oversee any aspect of such Investor's or its Affiliate's business in connection with the exercise of such authority, so long as such audit, examination, or investigation does not target the Company or the Confidential Information.

## ARTICLE IV
## VOTING

4.1 Agreement to Vote. Each Investor agrees that (a) at any Applicable Election, (i) the Investor shall appear at such meeting or otherwise cause such Investor's Common Shares to be counted as present thereat for the purpose of establishing a quorum and (ii) the Investor shall vote or cause to be voted at such meeting all of its Common Shares in favor of electing the Nominees or Alternate Nominees, as applicable and (b) at any meeting of the holders of Common Shares (whether annual or special), however called, or at any adjournment or postponement thereof, or in any other circumstances (including an action by written consent) upon which a vote or other approval is sought, such Investor shall vote (or cause to be voted), in person or by proxy, all of its Common Shares against (i) any amendment of the Company's certificate of incorporation or by-laws that would result in the removal of an Investor Designee or prevent the future election of any Nominee or Alternate Nominee and (ii) any other proposal, action or transaction involving the Company or any of its Subsidiaries, which amendment or other proposal, action or transaction would frustrate, prevent or nullify this Agreement. For the avoidance of doubt, the Investor shall retain at all times the right to vote any Common Shares in such Person's sole discretion, and without any other limitation hereunder, on any matters other than those explicitly set forth in Article II that are at any time or from time to time presented for consideration to the holders of Common Shares.

4.2 Restrictive Covenant. Each Investor hereby covenants and agrees that it shall not enter into any agreement or undertaking, and shall not commit or agree to take any action that would restrict or interfere with such Investor's obligations pursuant to this Agreement. Each Investor shall inform its directors, officers, employees and Affiliates of such Investor's obligations under this Agreement and direct each of them not to take any action (or fail to take any action) that would be reasonably likely to result in such Investor breaching any such obligation.

## ARTICLE V
## ADDITIONAL AGREEMENTS

5.1 Spin-Offs or Split-Offs. In the event that the Company effects the separation of any portion of its business into one or more entities (each, a "NewCo"), whether existing or newly formed, including by way of spin-off, split-off, carve-out, demerger, recapitalization, reorganization or similar transaction, and any Investor will receive equity interests in any such NewCo as part of such separation, the Company shall cause any such NewCo to enter into a shareholders agreement or investor rights agreement with the Investors that provides the Investor Entities with rights vis-á-vis such NewCo that are substantially identical to those set forth in this Agreement.

5.2 Cooperation. Each Investor shall reasonably cooperate with the Company and the Board and furnish to the Company, at the Company's expense, any and all pertinent information in its possession or under its Control relating to such Investor that is reasonably requested or required by any Governmental Authority, financial or tax advisor in connection with the conduct of business by the Company or any of its Affiliates. The Company shall provide reasonable advance written notice to each Investor of any such information request and, to the extent requested to do so by any Investor, take all reasonable efforts, to the extent practicable, to seek to minimize the amount of such information that such Investor making such request is required to provide. The Company shall take all reasonable efforts to preserve the confidentiality of any such information furnished by any Investor at the request of the Company pursuant to this Section 5.2, including requesting reliable assurance that confidential treatment will be accorded any such information furnished to a third party. To the extent practicable, an Investor may provide any such information, to the extent confidential or proprietary, directly to the third party requesting such information rather than to the Company.

5.3 Company Property. No real or other property of the Company shall be deemed to be owned by any Investor individually, but shall be owned by and title shall be vested solely in the Company. The interests of the Investors in the Company shall constitute personal property.

5.4 Pre-emptive Rights.

(a) For so long as it is entitled to nominate a Nominee under Section 2.1(b), each Investor shall have the right to purchase its pro rata portion (the "Pre-emptive Shares") of any New Securities (other than, for the avoidance of doubt, any Excluded Securities) that the Company may from time to time issue or sell to any Person (including in a registered public offering) such that the Investor may maintain its relative ownership position in the Company, on a fully diluted basis. For this purpose, each Investor's pro rata share is equal to the ratio of (a) the number of Common Shares (including all Common Shares issuable or issued upon exercise or conversion of outstanding warrants or options or convertible securities) of which such Investor, together with its Affiliates, is a holder or would be a holder upon conversion or exercise at the time notice of the proposed issuance of such New Securities is given by the Company pursuant to Section 5.1(b) to (b) the total number of Common Shares (including all Common Shares issued or issuable upon the exercise or conversion of any outstanding warrants or options or convertible securities) outstanding immediately prior to the issuance of such New Securities.

(b) The Company shall give written notice (an "Issuance Notice") of any proposed issuance or sale described in subsection (a) to the Investors, as appropriate, which Issuance Notice shall set forth the material terms and conditions of the proposed issuance, including:

(i) the number of New Securities proposed to be issued and the percentage of the Company's outstanding capital stock that such issuance would represent;

(ii) the number of Pre-emptive Shares to which each Investor would be entitled;

(iii) the proposed issuance date, which shall be at least 10 Business Days following the date of the Issuance Notice; and

(iv) the proposed purchase price per share or that the purchase price per share will be determined based upon the trading price of the Company's Common Shares at the time of issuance or by some other method.

(c) The Investors, as applicable, shall for a period of seven Business Days following the receipt of an Issuance Notice (the "Exercise Period") have the right to elect irrevocably to purchase, at the purchase price set forth in the Issuance Notice, all or a portion of the Pre-emptive Shares by delivering a written notice to the Company. An Investor's election, as applicable, to purchase Pre-emptive Shares shall be binding and irrevocable. If an Investor fails to deliver such written notice of its election within the Exercise Period in accordance with this Section 5.4(c), such Investor shall be deemed to have waived all of its pre-emptive rights with respect to any such issuance.

(d) In the case of a sale of New Securities for a consideration in whole or in part other than cash, including securities acquired in exchange therefor (other than securities by their terms so exchangeable), the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board; provided, however, that such fair value as determined by the Board shall not exceed the aggregate market price of the securities being offered as of the date the Board authorizes the offering of such securities.

(e) The Company shall be free to complete the proposed issuance or sale of New Securities described in the Issuance Notice, including with respect to any Pre-emptive Shares not elected to be purchased pursuant to Section 5.4(c) above, in accordance with the terms and conditions set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by the Company may be reduced in the Company's discretion) so long as such issuance or sale is closed within 90 days after the expiration of the Exercise Period. In the event the Company has not sold such New Securities in such time period, the Company shall not thereafter issue or sell any New Securities without first delivering an Issuance Notice, as appropriate, in accordance with the procedures set forth in this Section 5.4.

(e) The Company and Investors shall consummate the issuance and sale of any Pre-emptive Shares at the same time and upon the same terms and conditions as the other purchasers of New Securities described in the Issuance Notice.

5.5 Corporate Opportunity Doctrine Waiver. To the fullest extent permitted by Section 122(17) of the DGCL or any other applicable Law in the event that the applicable entity is not incorporated, formed or organized as a corporation in the State of Delaware, the Company (for itself and on behalf of each of its Subsidiaries and controlled Affiliates) hereby renounces any interest or expectancy to participate in any business or investments of any Strategic Investor Covered Person as currently conducted or as may be conducted in the future, and waives any claim against a Strategic Investor Covered Person and shall indemnify a Strategic Investor Covered Person against any claim that such Strategic Investor Covered Person is liable to the Company or its stockholders for breach of any fiduciary duty solely by reason of such Person's participation in any such business or investment. The Company shall pay in advance any expenses incurred in defense of such claim as provided in this provision. In the event that a Strategic Investor Covered Person acquires knowledge of a potential transaction or matter which may constitute a corporate opportunity for both (x) the Strategic Investor Covered Person and (y) the Company or any of its Subsidiaries or controlled Affiliates, the Strategic Investor Covered Person shall not have any duty to offer or communicate information regarding such corporate opportunity to the Company or any of its Subsidiaries or controlled Affiliates. To the fullest extent permitted by Section 122(17) of the DGCL or any other applicable Law in the event that the applicable entity is not incorporated, formed or organized as a corporation in the State of Delaware, the Company (for itself and on behalf of each of its Subsidiaries and controlled Affiliates) hereby renounces any interest or expectancy in any potential transaction or matter of which the Strategic Investor Covered Person acquires knowledge, except for any corporate opportunity which is expressly offered to a Strategic Investor Covered Person solely in his or her capacity as a Director of the Company, and waives any claim against each Strategic Investor Covered Person and shall indemnify a Strategic Investor Covered Person against any claim, that such Strategic Investor Covered Person is liable to the Company or its stockholders for breach of any fiduciary duty solely by reason of the fact that such Strategic Investor Covered Person (A) pursues or acquires any corporate opportunity for its own account or the account of any Affiliate or other Person, (B) directs, recommends, sells, assigns or otherwise transfers such corporate opportunity to another Person or (C) does not communicate information regarding such corporate opportunity to the Company; provided, however, in each such case, that any corporate opportunity which is expressly offered to a Strategic Investor Covered Person solely in his or her capacity as an officer or Director of the Company shall belong to the Company. The Company shall pay in advance any expenses incurred in defense of such claim as provided in this provision, except to the extent that a Strategic Investor Covered Person is determined by a final, non-appealable order of a Delaware court having competent jurisdiction (or any other judgment which is not appealed in the applicable time) to have breached this Section 5.5, in which case any such advanced expenses shall be promptly reimbursed to the Company. Notwithstanding the foregoing, the Company does not renounce its interest in any corporate opportunity, and this Section 5.5 shall not apply to any corporate opportunity, related to the insurance of classic or collectible automobiles or to the classic or collectible automotive lifestyle business. For the avoidance of doubt, no corporate opportunity shall be deemed a corporate opportunity of the Company unless such opportunity is expressly offered to a Strategic Investor Covered Person solely in his or her capacity as an officer or Director of the Company.

**ARTICLE VI**
**GENERAL PROVISIONS**

6.1 Term and Termination. This Agreement shall become effective upon the Closing, and, except for Sections 2.4 and 3.1 and this Article VI, this Agreement shall terminate with respect an Investor at such time as such Investor is no longer entitled to designate a Nominee pursuant to Section 2.1(b) hereof, and this Agreement shall terminate in its entirety at such time as no Person is entitled to designate a Nominee pursuant to Section 2.1(b).

6.2 Notices. Any notice, designation, request, request for consent or consent provided for in this Agreement shall be in writing and shall be either personally delivered, sent by electronic mail or sent by reputable overnight courier service (charges prepaid) to the Company at the address set forth below and to any other recipient at the address indicated on the Company's records, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Notices and other such documents will be deemed to have been given or made hereunder when delivered personally or sent by electronic mail (receipt confirmed) and one (1) Business Day after deposit with a reputable overnight courier service.

Notices to the Company shall be delivered at:

Hagerty, Inc.
P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Barbara Matthews
E-mail: bmatthews@hagerty.com

with copies (which shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Attention: Sean Keyvan
E-mail: skeyvan@sidley.com

Notices to HHC shall be delivered at:

Hagerty Holding Corp.
P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Jessica Sullivan, Vice President of Shareholder Relations
E-mail: jsullivan@hagerty.com

with copies to:

Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Attention: Sean Keyvan
E-mail: skeyvan@sidley.com

Notices to Markel shall be delivered at:

Markel Corporation
4521 Highwoods Parkway
Glen Allen, VA 23060
Attention: Managing Executive, Corporate Development
E-mail: Rob.Whitt@markel.com

with copies (which shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Michael Pinsel
Email: mpinsel@sidley.com

Notices to State Farm shall be delivered at:

State Farm Mutual Automobile Insurance Company
One State Farm Plaza
Bloomington, IL 61710
Attention: Jordan Sax and Matthew Melick
Email: jordan.sax.l2ka@statefarm.com
matthew.melick.ltne@statefarm.com

with copies (which shall not constitute notice) to:

Mayer Brown LLP
71 S. Wacker Dr.
Chicago, IL 60606
Attention: Edward Best
Email: ebest@mayerbrown.com

6.3 Amendment; Waiver. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the Company and the other parties hereto. Neither the failure nor delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

6.4 Further Assurances. The parties hereto will sign such further documents, cause such meetings to be held, resolutions passed, exercise their votes and do and perform and cause to be done such further acts and things necessary, proper or advisable in order to give full effect to this Agreement and every provision hereof. To the fullest extent permitted by Law, the Company shall not directly or indirectly take any action that is intended to, or would reasonably be expected to result in any Investor Entity being deprived of the rights contemplated by this Agreement.

6.5 Assignment. This Agreement may not be assigned without the express prior written consent of the other parties hereto, and any attempted assignment, without such consents, will be null and void; *provided*, *however*, that, without the prior written consent of any other party hereto, an Investor may assign its rights and obligations under this Agreement, in whole or in part, to any Qualified Transferee of Common Shares that is an Affiliate of such Investor, so long as such Qualified Transferee, if not already a party to this Agreement, executes and delivers to the Company a joinder to this Agreement evidencing its agreement to become a party to and to be bound by certain or all, as applicable, of the provisions of this Agreement as an Investor hereunder, whereupon such Transferee shall be deemed an "Investor" hereunder. This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

6.6 Third Parties. Except as provided for in Article II, Article IV and Article V with respect to any Investor Entity, this Agreement does not create any rights, claims or benefits inuring to any Person that is not a party hereto nor create or establish any third party beneficiary hereto.

6.7 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State. All legal actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any Delaware Chancery Court; provided, that if jurisdiction is not then available in the Delaware Chancery Court, then any such legal action may be brought in any federal court located in the State of Delaware or any other Delaware state court.

6.8 Jurisdiction; Waiver of Jury Trial. Each party hereto hereby (a) irrevocably submits to the exclusive jurisdiction of the courts set forth in Section 6.7 for itself and with respect to its respective properties for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) agrees not to commence any action relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action arising out of or relating to this Agreement or the transactions contemplated hereby, (i) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the action in any such court is brought in an inconvenient forum, (B) the venue of such action 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 HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

6.9 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the Court of Chancery of the State of Delaware or, if that court does not have jurisdiction, any court of the United States located in the State of Delaware without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at Law or in equity as expressly permitted in this Agreement. Each of the parties hereto hereby further waives (a) any defense in any action for specific performance that a remedy at Law would be adequate and (b) any requirement under any Law to post security or a bond as a prerequisite to obtaining equitable relief.

6.10 Entire Agreement. This Agreement and, solely with respect to the Company and Markel, together with the LLC Agreement and the Exchange Agreement, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties hereto, or any of them, with respect to the subject matter hereof.

6.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner.

6.12 Table of Contents, Headings and Captions. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

6.13 Grant of Consent. Any vote, consent or approval of, or designation by, or other action of, the Investors hereunder shall be effective if notice of such vote, consent, approval, designation or other action is provided in accordance with Section 6.2 hereof by the Investors as of the latest date any such notice is so provided to the Company.

6.14 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to the Transactions shall include images of manually executed signatures transmitted by facsimile or other electronic format (including "pdf", "tif" or "jpg") and other electronic signatures (including DocuSign and AdobeSign). The use of electronic signatures and electronic records (including any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable Law, including any state Law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

6.15 Effectiveness. This Agreement shall become effective upon the Closing, and shall automatically terminate upon the valid termination of the Merger Agreement pursuant to its terms.

6.16 No Recourse. Except in the case of fraud, all actions, claims, obligations, liabilities or causes of actions (whether in contract or in tort, in Law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to: (a) this Agreement, (b) the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), (c) any breach of this Agreement and (d) any failure of the transactions contemplated by the Merger Agreement to be consummated, may be made only against and are those solely of the Persons that are expressly identified as parties to this Agreement and may not be made against any Nonparty Affiliate (as defined below). Except in the case of fraud, no other Person, including any director, officer, employee, incorporator, member, partner, manager, stockholder, optionholder, affiliate, agent, attorney or representative of, or any financial advisor or lender to, any party to this Agreement, or any director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, attorney or representative of, or any financial advisor or lender to (each of the foregoing, a "Nonparty Affiliate") any of the foregoing shall have any liabilities (whether in contract or in tort, in Law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related in any manner to the items in the immediately preceding clauses (a) through (d) and each party, on behalf of itself and its Affiliates, hereby irrevocably releases and forever discharges each of the Nonparty Affiliate from any such claim, cause of action, liability or obligation.

6.17 Expenses. Each of the parties will bear and pay all costs and expenses incurred by it or on its behalf in connection with the transactions contemplated pursuant to this Agreement and the Subscription Agreement.

[*Remainder of Page Intentionally Left Blank*]

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

**COMPANY:**

**ALDEL FINANCIAL, INC.**

By: /s/ Hassan Baqar
Name: Hassan Baqar
Title: Chief Financial Officer

[Signature Page to Investor Rights Agreement]

**INVESTORS:**

**HAGERTY HOLDING CORP.**

By: /s/ McKeel Hagerty

Name: McKeel Hagerty
Title: Chief Executive Officer

**MARKEL CORPORATION**

By: /s/ Richard R. Whitt, III

Name: Richard R. Whitt, III
Title: Co-Chief Executive Officer

**STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**

By: /s/ Jon C. Farney

Name: Jon C. Farney
Title: Sr. Vice President and CFO

By: /s/ Richard A. Rebholz

Name: Richard A. Rebholz
Title: Vice President - Investment Operations

[Signature Page to Investor Rights Agreement]

**Exhibit 10.9**

# EXCHANGE AGREEMENT

EXCHANGE AGREEMENT (this "Agreement"), dated as of [●], 2021, by and among Hagerty, Inc., a Delaware corporation (the "Corporation"), The Hagerty Group, LLC, a Delaware limited liability company (together with any successor thereto, "OpCo"), Hagerty Holding Corp., a Delaware close corporation ("HHC"), Markel Corporation, a Virginia corporation ("Markel"), and each of HHC's and Markel's Qualified Transferees (as defined below) as such Qualified Transferees may become holders of Units (as defined herein).

WHEREAS, the parties hereto desire to provide for the exchange of Paired Interests (as defined herein) for shares of Class A Common Stock (as defined herein), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## ARTICLE I

SECTION 1.1 Definitions

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"Act" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (or any corresponding provisions of succeeding law).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Entity.

"Appraiser FMV" means the fair market value of a share of Class A Common Stock as determined by an independent appraiser mutually agreed upon by the Corporation and the relevant Exchanging Member, whose determination shall be final and binding for those purposes for which Appraiser FMV is used in this Agreement. Appraiser FMV shall be the fair market value determined without regard to any discounts for minority interest, illiquidity or other discounts. The cost of any independent appraisal in connection with the determination of Appraiser FMV in accordance with this Agreement shall be borne by OpCo.

"Board" means has the meaning given to such term in the OpCo LLC Agreement.

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

"Cash Exchange Class A 5-Day VWAP" means the arithmetic average of the VWAP for each of the five (5) consecutive Trading Days ending on the Trading Day immediately prior to the Exchange Notice Date (in the case of an Unrestricted Exchange) or the Exchange Date (in the case of any other Exchange).

"Cash Exchange Notice" has the meaning set forth in Section 2.1(c) of this Agreement.

"Cash Exchange Payment" means with respect to a particular Exchange for which the Corporation has elected a Cash Exchange Payment in accordance with Section 2.1(c):

(a) if the shares of Class A Common Stock trade on a National Securities Exchange or automated or electronic quotation system, an amount of cash equal to the product of: (i) the number of shares of Class A Common Stock that would have been received by the Exchanging Member in the Exchange for that portion of the Exchanged Units subject to the Exchange set forth in the Cash Exchange Notice if OpCo or the Corporation, as applicable, had paid the Stock Exchange Payment with respect to such number of Exchanged Units, and (ii) the Cash Exchange Class A 5-Day VWAP; or

(b) if shares of Class A Common Stock are not then traded on a National Securities Exchange or automated or electronic quotation system, as applicable, an amount of cash equal to the product of (i) the number of shares of Class A Common Stock that would have been received by the Exchanging Member in the Exchange for that portion of the Exchanged Units subject to the Exchange set forth in the Cash Exchange Notice if OpCo or the Corporation, as applicable, had paid the Stock Exchange Payment with respect to such number of Exchanged Units, and (ii) the Appraiser FMV of one (1) share of Class A Common Stock that would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller, neither of whom is under any compulsion to buy or sell, respectively, and without regard to the particular circumstances of the buyer or seller.

"Change of Control" has the meaning given to such term in the Tax Receivable Agreement; provided, that, for the avoidance of doubt, any event that constitutes both a Corporation Offer and a Change of Control of the Corporation shall be considered a Corporation Offer for purposes of this Agreement.

"Class A Common Stock" means the Class A common stock, par value $0.0001 per share, of the Corporation.

"Class V Common Stock" means the Class V common stock, par value $0.0001 per share, of the Corporation.

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

"Corporation" means Hagerty, Inc., a Delaware corporation, and any successor thereto.

"Corporation Offer" has the meaning set forth in Section 2.7 of this Agreement.

"Direct Exchange" has the meaning set forth in Section 2.6 of this Agreement.

"Direct Exchange Election Notice" has the meaning set forth in Section 2.6 of this Agreement.

"Equity Securities" means (a) with respect to a partnership, limited liability company or similar Person, any and all units, interests, rights to purchase, warrants, options or other equivalents of, or other ownership interests in, any such Person as well as debt or equity instruments convertible, exchangeable or exercisable into any such units, interests, rights or other ownership interests and (b) with respect to a corporation, any and all shares, interests, participation or other equivalents (however designated) of corporate stock, including all common stock and preferred stock, or warrants, options or other rights to acquire any of the foregoing, including any debt instrument convertible or exchangeable into any of the foregoing.

"Exchange" has the meaning set forth in Section 2.1(a) of this Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Blackout Period" means (a) any "black out" or similar period under the Corporation's policies covering trading in the Corporation's securities to which the applicable Exchanging Member is subject (or will be subject at such time as it owns Class A Common Stock), which period restricts the ability of such Exchanging Member to immediately resell shares of Class A Common Stock to be delivered to such Exchanging Member in connection with a Stock Exchange Payment and (b) the period of time commencing on (i) the date of the declaration of a dividend by the Corporation and ending on the first day following (ii) the record date determined by the board of directors of the Corporation with respect to such dividend declared pursuant to clause (i), which period of time shall be no longer than ten (10) Business Days; provided, that in no event shall an Exchange Blackout Period which respect to clause (b) of the definition hereof occur more than four (4) times per calendar year.

"Exchange Date" means, in the case of any Unrestricted Exchange, the date that is five (5) Business Days after the date the Exchange Notice is given pursuant to Section 2.1(b), unless the Exchanging Member submits a written request to extend such date and the Corporation in its sole discretion agrees in writing to such extension, and in any other case, the Quarterly Exchange Date; provided, that if the Exchange Date for any Exchange with respect to which the Corporation elects to make a Stock Exchange Payment would otherwise fall within any Exchange Blackout Period, then the Exchange Date shall occur on the next Business Day following the end of such Exchange Blackout Period.

"Exchange Notice Date" means, with respect to an Exchange, the date the applicable Exchange Notice is delivered in accordance with Section 2.1(b).

"Exchange Rate" means, at any time, the number of shares of Class A Common Stock for which an Exchanged Unit is entitled to be exchanged at such time. On the date of this Agreement, the Exchange Rate shall be one-for-one, subject to adjustment pursuant to Section 2.4 hereof.

"Exchanged Units" means any Units to be Exchanged for the Cash Exchange Payment or Stock Exchange Payment, as applicable, on the applicable Exchange Date.

"Exchanging Member" means, with respect to any Exchange, the Unitholder exchanging Units pursuant to Section 2.1(a) of this Agreement.

"Exchange Notice" has the meaning set forth in Section 2.1(b) of this Agreement.

"Governmental Entity" means any federal, national, supranational, state, provincial, local, foreign or other government, governmental, stock exchange, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

"HHC" has the meaning set forth in the preamble of this Agreement.

"HSR Act" has the meaning set forth in Section 2.1(b) of this Agreement.

"Interest" means the entire interest of a Unitholder in OpCo, including the Units and all of such Unitholder's rights, powers and privileges under the OpCo LLC Agreement and the Act.

"Law" means any statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law) of any Governmental Entity.

"Legal Action" has the meaning set forth in Section 3.8(a) of this Agreement.

"Lock-Up Agreement" means that certain Lock-Up Agreement among the Corporation, HHC, Markel and the other parties thereto, dated as of the date hereof.

"Managing Member" has the meaning given to such term in the OpCo LLC Agreement.

"Markel" has the meaning set forth in the preamble of this Agreement.

"National Securities Exchange" means a securities exchange that has registered with the SEC under Section 6 of the Exchange Act.

"OpCo" has the meaning set forth in the preamble of this Agreement.

"OpCo LLC Agreement" means the Fourth Amended and Restated Limited Liability Company Agreement of OpCo, dated as of [●], 2021, as such agreement may be amended from time to time.

"Paired Interest" means one Unit and one share of Class V Common Stock.

"Partnership Tax Audit Rules" means Sections 6221 through 6241 of the Code, together with any final or temporary Treasury Regulations, Revenue Rulings, and case law interpreting Sections 6221 through 6241 of the Code (and any analogous provision of state or local tax Law).

"Permitted Exchange Event" means any of the following events, which has or is occurring, or is otherwise satisfied, as of the Exchange Date:

(a) The Exchange is part of one or more Exchanges by a Unitholder and any related persons (within the meaning of Section 267(b) or 707(b)(1) of the Code) that is part of a "block transfer" within the meaning of Treasury Regulations Section 1.7704-1(e)(2) (for this purpose, treating the Managing Member as a "general partner" within the meaning of Treasury Regulations Section 1.7704-1(k)(1));

(b) The Exchange is in connection with a Corporation Offer or Change of Control; provided, that any such Exchange pursuant to this clause (b) shall be effective immediately prior to the consummation of the closing of the Corporation Offer or Change of Control date (and, for the avoidance of doubt, shall not be effective if such Corporation Offer is not consummated or Change of Control does not occur); or

(c) The Exchange is permitted by the Managing Member (whose permission shall not be unreasonably withheld, conditioned or delayed), in connection with circumstances not otherwise set forth herein, if the Managing Member determines in good faith that the Exchange would not pose a material risk that OpCo would be treated as a "publicly traded partnership" under Section 7704 of the Code (or any successor or similar provision) as a result of or in connection with such Exchange.

"Person" means any individual, estate, corporation, partnership, limited partnership, limited liability company, limited company, joint venture, trust, unincorporated or governmental organization or any agency or political subdivision thereof.

"Private Placement Safe Harbor" means the "private placement" safe harbor set forth in Treasury Regulations Section 1.7704-1(h)(1).

"Qualified Transferee" has the meaning given to such term in the OpCo LLC Agreement.

"Quarterly Exchange Date" means, either (a) for each fiscal quarter, the first (1st) Business Day occurring after the sixtieth (60th) day after the expiration of the applicable Quarterly Exchange Notice Period or (b) such other date as the Corporation shall determine in its sole discretion.

"Quarterly Exchange Notice Period" means, for each fiscal quarter, the period commencing on the third (3rd) Business Day after the day on which the Corporation releases its earnings for the prior fiscal period, beginning with the first such date that falls on or after the waiver or expiration of any contractual lock-up period relating to the shares of the Corporation that may be applicable to a Unitholder (or such other date within such quarter as the Corporation shall determine in its sole discretion) and ending five (5) Business Days thereafter. Notwithstanding the foregoing, the Corporation may change the definition of Quarterly Exchange Notice Period with respect to any Quarterly Exchange Notice Period scheduled to occur in a calendar quarter subsequent to the then-current calendar quarter by providing notice to the Unitholders no less than ten (10) Business Days from the date written notice of such change is sent to each Unitholder.

"Redemption" has the meaning set forth in Section 2.1(a) of this Agreement.

"Restricted Retraction Notice" has the meaning set forth in Section 2.1(d) of this Agreement.

"Secondary Offering" has the meaning set forth in Section 2.1(e) of this Agreement.

"Securities Act" has the meaning set forth in Section 2.1(c) of this Agreement.

"Stock Exchange Payment" means a number of shares of Class A Common Stock equal to the product of the number of Exchanged Units multiplied by the Exchange Rate.

"Tax Receivable Agreement" means that certain Tax Receivable Agreement, dated as of the date hereof, by and among the Corporation and the other parties thereto.

"Trading Day" means a day on which the New York Stock Exchange or such other principal United States securities exchange on which the Class A Common Stock are listed or admitted to trading and is open for the transaction of business (unless such trading shall have been suspended for the entire day).

"Treasury Regulations" means pronouncements, as amended from time to time, or their successor pronouncements, which clarify, interpret and apply the provisions of the Code, and which are designated as "Treasury Regulations" by the United States Department of the Treasury.

"Unit" has the meaning set forth in the OpCo LLC Agreement.

"Unitholder" means each holder of one or more Units that may from time to time be a party to this Agreement.

"Unrestricted Exchanges" means any Exchange that is in connection with a Permitted Exchange Event or that occurs during a period in which OpCo meets the requirements of the Private Placement Safe Harbor.

"VWAP" means the daily per share volume-weighted average price of shares of Class A Common Stock on the New York Stock Exchange or such other principal United States securities exchange on which shares of Class A Common Stock are listed, quoted or admitted to trading, as displayed under the heading "Bloomberg VWAP" on the Bloomberg page designated for shares of Class A Common Stock (or its equivalent successor if such page is not available) in respect of the period from the open of trading on such Trading Day until the close of trading on such Trading Day (or if such volume-weighted average price is unavailable, (a) the per share volume- weighted average price of a share of Class A Common Stock on such Trading Day (determined without regard to afterhours trading or any other trading outside the regular trading session or trading hours), or (b) if such determination is not feasible, the market price per share of Class A Common Stock, in either case as determined by a nationally recognized independent investment banking firm retained in good faith for this purpose by the Managing Member).

## ARTICLE II

SECTION 2.1 Exchange Procedure

(a) From and after the expiration of the Lock-Up Period (as defined in the Lock-Up Agreement) and subject to the terms of the OpCo LLC Agreement, each Unitholder (other than the Corporation) shall be entitled, upon the terms and subject to the conditions hereof, to surrender Paired Interests to OpCo in exchange for the delivery of the Stock Exchange Payment or, at the election of the Corporation, the Cash Exchange Payment, as applicable, (such exchange, a "Redemption" and, together with a Direct Exchange (as defined below), an "Exchange"); provided, that (absent a waiver by the Managing Member) any such Exchange is for a minimum of the lesser of (i) 100,000 Units (which minimum shall be equitably adjusted in accordance with any adjustments to the Exchange Rate) and (ii) all of the Units held by such Unitholder.

(b) A Unitholder shall exercise its right to make an Exchange as set forth in Section 2.1(a) above by delivering to OpCo, with a copy to the Corporation, a written election of exchange in respect of the Paired Interests to be exchanged substantially in the form of Exhibit A hereto (an "Exchange Notice") in accordance with this Section 2.1(b). A Unitholder may deliver an Exchange Notice with respect to an Unrestricted Exchange at any time, and, in any other case, during the Quarterly Exchange Notice Period preceding the desired Exchange Date. An Exchange Notice with respect to an Unrestricted Exchange may specify that the Exchange 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 the Class A Common Stock into which the Exchanged Units are exchangeable, or contingent (including as to timing) upon the closing of an announced merger, consolidation or other transaction or event in which such Class A Common Stock would be exchanged or converted or become exchangeable for or convertible into cash or other securities or property. Notwithstanding anything to the contrary contained in this Agreement, if, in connection with an Exchange in accordance with this Section 2.1, a filing is required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 ("HSR Act"), then the Exchange Date with respect to all Exchanged Units which would be exchanged into shares of Class A Common Stock resulting from such Exchange shall be delayed until the earlier of (i) such time as the required filing under the HSR Act has been made and the waiting period applicable to such Exchange under the HSR Act shall have expired or been terminated or (ii) such filing is no longer required, at which time such Exchange shall automatically occur without any further action by the holders of any such Exchanged Units. Each of the Unitholders and the Corporation shall to promptly take all actions required to make such filing under the HSR Act and the filing fee for such filing shall be paid by OpCo.

(c) Within three (3) Business Days of the giving of an Exchange Notice, the Corporation, on behalf of OpCo, may elect to settle all or a portion of the Exchange in cash in an amount equal to the Cash Exchange Payment (in lieu of Class A Common Stock) by giving written notice of such election to the Exchanging Member within such three (3) Business Day period (such notice, the "Cash Exchange Notice"). The Cash Exchange Notice shall set forth the portion of the Exchanged Units which will be exchanged for cash in lieu of Class A Common Stock. Any portion of the Exchange not settled for a Cash Exchange Payment shall be settled for a Stock Exchange Payment.

(d) The Exchanging Member may elect to retract its Exchange Notice with respect to an Unrestricted Exchange by giving written notice of such election to OpCo, with a copy to the Corporation, no later than (1) Business Day prior to the Exchange Date. Subject to the last two (2) sentences of this Section 2.1(d), if, in the case of an Exchange that is not an Unrestricted Exchange, the Cash Exchange Class A 5-Day VWAP (determined treating the final date of such period as the Exchange Date) decreases by more than ten percent (10%) from the Cash Exchange Class A 5-Day VWAP (determined treating the final date of such period as the date of delivery of an Exchange Notice), the Exchanging Member may elect to retract its Exchange Notice by giving written notice of such election (a "Restricted Retraction Notice") to OpCo, with a copy to the Corporation, no later than three (3) Business Days prior to the Exchange Date. The giving of a Restricted Retraction Notice pursuant to this Section 2.1(d) shall terminate all of the Exchanging Member's, the Corporation's and OpCo's rights and obligations under this Article II arising from such retracted Exchange Notice (but not, for the avoidance of doubt, from any Exchange Notice not retracted or that may be delivered in the future). An Exchanging Member may deliver a Restricted Retraction Notice only once in every twelve (12)-month period (and any additional Restricted Retraction Notice delivered by such Exchanging Member within such twelve (12)-month period shall be deemed null and void *ab initio* and ineffective with respect to the revocation of the Exchange specified therein).

(e) Notwithstanding anything to the contrary in this Agreement, if the Corporation closes an underwritten distribution of the shares of Class A Common Stock and the Unitholders (other than, or in addition to, the Corporation) were entitled to resell shares of Class A Common Stock in connection therewith (by the exercise by such Unitholders of Exchange rights or otherwise) (a "Secondary Offering"), then, the immediately succeeding Quarterly Exchange Date shall be automatically cancelled and of no force or effect (and no Unitholder shall be entitled to exercise its Exchange right or deliver a Quarterly Exchange Date Notice with respect to an Exchange that is not an Unrestricted Exchange in respect of such Quarterly Exchange Date). Notwithstanding anything to the contrary in this Agreement (i) for so long as OpCo does not meet the requirements of the Private Placement Safe Harbor, any Secondary Offering (other than that pursuant to which all Exchanges are Unrestricted Exchanges) shall only be undertaken if, during the applicable taxable year, the total number of Quarterly Exchange Dates and prior Secondary Offerings (other than any pursuant to which all Exchanges are Unrestricted Exchanges) on which Exchanges occur is three (3) or fewer and (ii) OpCo and the Corporation shall not be deemed to have failed to comply with their respective obligations under the Corporation's Amended and Restated Registration Rights Agreement, dated as of the date hereof, as amended from time to time, if a Secondary Offering cannot be undertaken due to the restriction set forth in the preceding clause (i).

SECTION 2.2 Exchange Payment

(a) The Exchange shall be consummated on the Exchange Date.

(b) On the Exchange Date (to be effective immediately prior to the close of business on the Exchange Date), in the case of a Redemption, (i) the Corporation shall contribute to OpCo, for delivery to the Exchanging Member (A) the Stock Exchange Payment with respect to any Exchanged Units not subject to a Cash Exchange Notice and (B) the Cash Exchange Payment with respect to any Exchanged Units subject to a Cash Exchange Notice, (ii) the Exchanging Member shall transfer and surrender the Exchanged Units to OpCo and simultaneously surrender the corresponding number of shares of Class V Common Stock to the Corporation, free and clear of all liens and encumbrances, (iii) OpCo shall issue to the Corporation a number of Units equal to the number of Exchanged Units surrendered pursuant to clause (ii) and (iv) the Corporation shall cancel the exchanged shares of Class V Common Stock, and (v) OpCo shall (A) cancel the redeemed Exchanged Units and (B) transfer to the Exchanging Member the Cash Exchange Payment and/or the Stock Exchange Payment, as applicable.

(c) On the Exchange Date (to be effective immediately prior to the close of business on the Exchange Date), in the case of a Direct Exchange, (i) the Corporation shall deliver to the Exchanging Member, (A) the Stock Exchange Payment with respect to any Exchanged Units not subject to a Cash Exchange Notice and (B) the Cash Exchange Payment with respect to any Exchanged Units subject to a Cash Exchange Notice, (ii) the Exchanging Member shall transfer to the Corporation the Exchanged Units and the corresponding shares of Class V Common Stock (it being understood that the Corporation shall cancel the surrendered shares of Class V Common Stock), free and clear of all liens and encumbrances, and (iii) solely to the extent necessary in connection with a Direct Exchange, the Corporation shall undertake all actions, including an issuance, reclassification, distribution, division or recapitalization, with respect to the shares of Class A Common Stock to maintain a one-to-one ratio between the number of Units owned by the Corporation, directly or indirectly, and the number of outstanding shares of Class A Common Stock, any Stock Exchange Payment, and any other action taken in connection with this Section 2.2.

(d) Upon the Exchange of all of a Unitholder's Units, such Unitholder shall cease to be a Member (as such term is defined in the OpCo LLC Agreement) of OpCo.

SECTION 2.3 Expenses and Restrictions.

(a) Except as expressly set forth in this Agreement, OpCo and each Exchanging Member shall bear its own expenses in connection with the consummation of any Exchange, whether or not any such Exchange is ultimately consummated, except that OpCo shall bear any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, any Exchange; provided, however, that if any shares of Class A Common Stock are to be delivered in a name other than that of the Unitholder that requested the Exchange, then such Unitholder and/or the Person in whose name such shares are to be delivered shall pay to OpCo the amount of any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, such Exchange or shall establish to the reasonable satisfaction of OpCo that such tax has been paid or is not payable.

(b) Notwithstanding anything to the contrary herein, the Corporation or OpCo shall use commercially reasonable efforts to restrict issuances of Units in an amount sufficient for OpCo to be eligible for the Private Placement Safe Harbor, and, to the extent that the Corporation or OpCo determine that OpCo does not meet the requirements of the Private Placement Safe Harbor at any point in any taxable year, the Corporation or OpCo may impose such restrictions on Exchanges during such taxable year as the Corporation or OpCo may determine to be necessary or advisable so that OpCo is not treated as a "publicly traded partnership" under Section 7704 of the Code; provided, that restrictions imposed pursuant to this Section 2.3(b) shall not apply to any Unrestricted Exchange. Notwithstanding anything to the contrary herein, no Exchange shall be permitted (and, if attempted, shall be void *ab initio*) if, in the good faith determination of the Corporation or of OpCo, such an Exchange would pose a material risk that OpCo would be a "publicly traded partnership" under Section 7704 of the Code.

(c) For the avoidance of doubt, and notwithstanding anything to the contrary herein, a Unitholder shall not be entitled to effect an Exchange to the extent the Corporation determines in good faith that such Exchange (i) would be prohibited by law or regulation (including, without limitation, the unavailability of any requisite registration statement filed under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or any exemption from the registration requirements thereunder) or (ii) would not be permitted under any other agreements with the Corporation or its subsidiaries to which such Unitholder may be party (including, without limitation, the OpCo LLC Agreement) or any written policies of the Corporation related to unlawful or inappropriate trading applicable to its directors, officers or other personnel.

(d) The Corporation may adopt reasonable procedures for the implementation of the exchange provisions set forth in this Article II, including, without limitation, procedures for the giving of notice of an election of exchange.

SECTION 2.4 Adjustment. The Exchange Rate shall be adjusted accordingly if there is: (a) any subdivision (by any unit split, unit distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse unit split, reclassification, reorganization, recapitalization or otherwise) of the Units that is not accompanied by an identical subdivision or combination of the Class A Common Stock or (b) any subdivision (by any stock split, stock dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock split, reclassification, reorganization, recapitalization or otherwise) of the Class A Common Stock that is not accompanied by an identical subdivision or combination of the Units. If there is any reclassification, reorganization, recapitalization or other similar transaction in which the Class A Common Stock are converted or changed into another security, securities or other property, then upon any subsequent Exchange, an Exchanging Member shall be entitled to receive the amount of such security, securities or other property that such Exchanging Member would have received if such Exchange had occurred immediately prior to the effective time of such reclassification, reorganization, recapitalization or other similar transaction, taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such reclassification, reorganization, recapitalization or other similar transaction. Except as may be required in the immediately preceding sentence, no adjustments in respect of distributions shall be made upon the exchange of any Unit.

SECTION 2.5 Class A Common Stock to be Issued.

(a) The Corporation shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of issuance upon an Exchange, such number of shares of Class A Common Stock as may be deliverable upon any such Exchange; provided, that nothing contained herein shall be construed to preclude OpCo from satisfying its obligations in respect of the Exchange of the Exchanged Units by delivery of shares of Class A Common Stock which are held in the treasury of the Corporation or are held by OpCo or any of their subsidiaries or by delivery of purchased shares of Class A Common Stock (which may or may not be held in the treasury of the Corporation or held by any subsidiary thereof), or by delivery of the Cash Exchange Payment. The Corporation and OpCo shall at all times ensure that all Class A Common Stock issued upon an Exchange will, upon issuance, be validly issued, fully paid and non-assessable.

(b) The Corporation and OpCo shall at all times ensure that the execution and delivery of this Agreement by each of the Corporation and OpCo and the consummation by each of the Corporation and OpCo of the transactions contemplated hereby (including without limitation, the issuance of the Class A Common Stock) have been duly authorized by all necessary corporate or limited liability company action, as the case may be, on the part of the Corporation and OpCo, including, but not limited to, all actions necessary to ensure that the acquisition of shares of Class A Common Stock pursuant to the transactions contemplated hereby, to the fullest extent of the Corporation's board of directors' power and authority and to the extent permitted by law, shall not be subject to any "moratorium," "control share acquisition," "business combination," "fair price" or other form of anti-takeover laws and regulations of any jurisdiction that may purport to be applicable to this Agreement or the transactions contemplated hereby.

(c) The Corporation and OpCo shall, to the extent that a registration statement under the Securities Act is effective and available for shares of Class A Common Stock to be delivered with respect to any Exchange, deliver shares that have been registered under the Securities Act in respect of such Exchange. In the event that any Exchange in accordance with this Agreement is to be effected at a time when any required registration has not become effective or otherwise is unavailable, upon the request and with the reasonable cooperation of the Unitholder requesting such Exchange, the Corporation and OpCo shall use commercially reasonable efforts to promptly facilitate such Exchange pursuant to any reasonably available exemption from such registration requirements. The Corporation and OpCo shall use commercially reasonable efforts to list the Class A Common Stock required to be delivered upon exchange prior to such delivery upon each national securities exchange or inter-dealer quotation system upon which the outstanding Class A Common Stock may be listed or traded at the time of such delivery.

SECTION 2.6 Direct Exchange. Notwithstanding anything to the contrary in this Article II, the Corporation may, in its sole and absolute discretion, elect to effect on the Exchange Date the Exchange of Exchanged Units for the Cash Exchange Payment and/or the Stock Exchange Payment, as the case may be (and subject to the terms of Section 2.2(b) and (c)), through a direct exchange of such Exchanged Units and with such consideration between the Exchanging Member and the Corporation (a "Direct Exchange"). Upon such Direct Exchange pursuant to this Section 2.6, the Corporation shall acquire the Exchanged Units and shall be treated for all purposes of this Agreement as the owner of such Units; provided, that, any such election by the Corporation shall not relieve OpCo of its obligation arising with respect to such applicable Exchange Notice. The Corporation may, at any time prior to an Exchange Date, deliver written notice (an "Direct Exchange Election Notice") to OpCo and the Exchanging Member setting forth its election to exercise its right to consummate a Direct Exchange; provided, that such election does not prejudice the ability of the parties to consummate an Exchange or Direct Exchange on the Exchange Date. A Direct Exchange Election Notice may be revoked by the Corporation at any time; provided, that any such revocation does not prejudice the ability of the parties to consummate an Exchange or Direct Exchange on the Exchange Date. The right to consummate a Direct Exchange in all events shall be exercisable for all the Exchanged Units that would otherwise have been subject to an Exchange. Except as otherwise provided in this Section 2.6, a Direct Exchange shall be consummated pursuant to the same timeframe and in the same manner as the relevant Exchange would have been consummated had the Corporation not delivered a Direct Exchange Election Notice.

SECTION 2.7. Corporation Offer or Change of Control.

(a) In the event that a tender offer, share exchange offer, issuer bid, take-over bid, recapitalization or similar transaction with respect to Class A Common Stock (a "Corporation Offer") is proposed by the Corporation or is proposed to the Corporation or its stockholders and approved by the Board or is otherwise effected or to be effected with the consent or approval of the Board or the Corporation will undergo a Change of Control, the Unitholders shall be permitted to deliver an Exchange Notice (which Exchange Notice shall be effective immediately prior to the consummation of such Corporation Offer or Change of Control (and, for the avoidance of doubt, shall be contingent upon such Corporation Offer or Change of Control and not be effective if such Corporation Offer or Change of Control is not consummated)). In the case of a Corporation Offer proposed by the Corporation, the Corporation will use its reasonable best efforts expeditiously and in good faith to take all such actions and do all such things as are necessary or desirable to enable and permit the Unitholders to participate in such Corporation Offer to the same extent or on an economically equivalent basis as the holders of shares of Class A Common Stock without discrimination.

(b) The Corporation shall send written notice to OpCo and the Unitholders at least thirty (30) days prior to the closing of the transactions contemplated by the Corporation Offer or the Change of Control date notifying them of their rights pursuant to this Section 2.7, and setting forth, in the case of a Corporation Offer, (i) a copy of the written proposal or agreement pursuant to which the Corporation Offer will be effected, (ii) the consideration payable in connection therewith, (iii) the terms and conditions of transfer and payment and (iv) the date and location of and procedures for selling Units, or in the case of a Change of Control, (A) a description of the event constituting the Change of Control, (B) the date of the Change of Control, and (C) a copy of any written proposals or agreement relating thereto. In the event that the information set forth in such notice changes from that set forth in the initial notice, a subsequent notice shall be delivered by the Corporation no less than seven (7) days prior to the closing of the Corporation Offer or date of the Change of Control.

**ARTICLE III**

SECTION 3.1 Additional Unitholders. To the extent a Unitholder validly transfers any or all of such holder's Units to a Qualified Transferee in accordance with, and not in contravention of, the Corporation's certificate of incorporation, the OpCo LLC Agreement or any other agreement or agreements with the Corporation or any of its subsidiaries to which a transferring Unitholder may be party, then such Qualified Transferee shall have the right to execute and deliver a joinder to this Agreement, substantially in the form of Exhibit B hereto, whereupon such Qualified Transferee shall become a Unitholder hereunder. To the extent OpCo issues Units in the future, OpCo shall be entitled, in its sole discretion, to make any holder of such Units a Unitholder hereunder through such holder's execution and delivery of a joinder to this Agreement, substantially in the form of Exhibit B hereto.

SECTION 3.2 Addresses and Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, by electronic mail (delivery receipt requested) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be as specified in a notice given in accordance with this Section 3.2):

(a) If to the Corporation, to:

P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Barbara Matthews, General Counsel
E-mail: bmatthews@hagerty.com

(b) If to OpCo, to:

P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Barbara Matthews, General Counsel
E-mail: bmatthews@hagerty.com

(c) If to any Unitholder, to the address or other contact information set forth in the records of OpCo from time to time.

SECTION 3.3 Further Action. Each party hereto agrees that it will from time to time, upon the reasonable request of another party, execute such documents and instruments and take such further action as may be required to accomplish the purposes of this Agreement.

SECTION 3.4 Binding Effect. All of the terms and provisions of this Agreement shall be binding upon the parties and their respective successors and assigns, but shall inure to the benefit of and be enforceable by the successors and assigns of any Unitholder only to the extent that they are permitted successors and assigns pursuant to the terms hereof. No party hereto may assign its rights hereunder except as herein expressly permitted.

SECTION 3.5 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement, to the extent permitted by Law shall remain in full force and effect; provided, that the essential terms and conditions of this Agreement for all parties remain valid, binding and enforceable.

SECTION 3.6 Amendment.

(a) The terms and provisions of this Agreement may only be waived, modified or amended (including by means of merger, consolidation or other business combination to which OpCo is a party) with the approval of (y) the Managing Member and (z) if at such time the Unitholders (other than the Corporation) beneficially own, in the aggregate, more than ten percent (10%) of the then-outstanding Units, the holders of greater than fifty percent (50%) of the outstanding Units held by Unitholders other than the Corporation; provided, that no waiver, modification or amendment shall be effective until at least five (5) Business Days after written notice is provided to the Unitholders that the requisite consent has been obtained for such waiver, modification or amendment, and any Unitholder, including any Unitholder not providing written consent, shall have the right to undertake an Exchange prior to the effectiveness of such waiver, modification or amendment; provided, further, that no amendment to this Agreement may materially alter or change any rights, preferences or privileges of any Unitholder (including the ability to Exchange Paired Interests pursuant to this Agreement)in a manner that is different or prejudicial (or would have a different or prejudicial effect) relative to any other Interests, without the approval of a majority in interest of the Unitholders holding the Interests affected in such a different or prejudicial manner.

(b) Notwithstanding the provisions of Section 3.6(a), the Managing Member, acting alone, may amend this Agreement or update the books and records of OpCo (i) to reflect the admission of new Unitholders, transfers of Interests, the issuance of additional Equity Securities, as provided by the terms of this Agreement, and, subject to Section 3.6(a), subdivisions or combinations of Units made in compliance with Section 3.1(g) of the OpCo LLC Agreement, (ii) to the minimum extent necessary to comply with or administer in an equitable manner the Partnership Tax Audit Rules in any manner determined by the Managing Member, and (iii) as necessary to avoid OpCo being classified as a "publicly traded partnership" within the meaning of Section 7704(b) of the Code.

SECTION 3.7 Waiver. 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 3.8 Submission to Jurisdiction; Waiver of Jury Trial.

(a) The parties hereto hereby agree and consent to be subject to the jurisdiction of any federal court of the District of Delaware or the Delaware Court of Chancery over any action, suit or proceeding (a "Legal Action") arising out of or in connection with this Agreement. The parties hereto irrevocably waive the defense of an inconvenient forum to the maintenance of any such Legal Action. Each of the parties hereto further irrevocably consents to the service of process out of any of the aforementioned courts in any such Legal Action by the mailing of copies thereof by registered mail, postage prepaid, to such party at its address set forth in this Agreement, such service of process to be effective upon acknowledgment of receipt of such registered mail. Nothing in this Section 3.8 shall affect the right of any party hereto to serve legal process in any other manner permitted by law.

(b) To the extent that any party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself, or to such party's property, each such party hereby irrevocably waives such immunity in respect of such party's obligations with respect to this Agreement.

(c) EACH PARTY ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY AGREEING TO THE CHOICE OF DELAWARE LAW TO GOVERN THIS AGREEMENT AND TO THE JURISDICTION OF DELAWARE COURTS IN CONNECTION WITH PROCEEDINGS BROUGHT HEREUNDER. THE PARTIES INTEND THIS TO BE AN EFFECTIVE CHOICE OF DELAWARE LAW AND AN EFFECTIVE CONSENT TO JURISDICTION AND SERVICE OF PROCESS UNDER 6 DEL. C. § 2708.

(d) EACH OF THE CORPORATION, HHC, MARKEL AND ANY INDEMNITEES SEEKING REMEDIES HEREUNDER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE.

SECTION 3.9 Counterparts. This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

SECTION 3.10 Tax Treatment. This Agreement shall be treated as part of the partnership agreement of OpCo as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations promulgated thereunder. As required by the Code and the Treasury Regulations, the parties shall report any Exchange consummated hereunder as a taxable sale of the Exchanged Units by a Unitholder to the Corporation in exchange for (a) the payment by the Corporation of the Stock Exchange Payment, the Cash Exchange Payment, or other applicable consideration to the Exchanging Member, and (b) corresponding payments under the Tax Receivable Agreement, and no party shall take a contrary position on any income tax return, amendment thereof or communication with a taxing authority unless an alternate position that is permitted under the Code and Treasury Regulations is requested by the Exchanging Member and the Corporation consents in writing, such consent not to be unreasonably withheld, conditioned, or delayed. Further, in connection with any Exchange consummated hereunder, OpCo and/or the Corporation shall provide the Exchanging Member with all reasonably necessary information to enable the Exchanging Member to file its income tax returns for the taxable year that includes the Exchange, including information with respect to Code Section 751 assets (including relevant information regarding "unrealized receivables" or "inventory items") and Section 743(b) basis adjustments as soon as practicable and in all events within sixty (60) days following the close of such taxable year (and use commercially reasonable efforts to provide estimates of such information within ninety (90) days of the applicable Exchanges). Within thirty (30) days following the Exchange Date, the Corporation shall deliver a Section 743 notification to OpCo in accordance with Treasury Regulations Section 1.743-1(k)(2).

SECTION 3.11 Withholding. The Corporation and OpCo shall be entitled to deduct and withhold from any payments made to a Unitholder pursuant to any Exchange consummated under this Agreement all taxes that each of the Corporation and OpCo is required to deduct and withhold with respect to such payments under the Code (and any other provision of applicable law, including, without limitation, under Section 1445 and Section 1446(f) of the Code). In connection with any Exchange, the Exchanging Member shall, to the extent it is legally entitled to deliver such form, deliver to the Corporation or OpCo, as applicable, a certificate, dated as of the Exchange Date, in a form reasonably acceptable to the Corporation certifying as to such Exchanging Member's taxpayer identification number and that such Exchanging Member is a not a foreign person for purposes of Section 1445 and Section 1446(f) of the Code (which certificate may be an Internal Revenue Service Form W-9 if then sufficient for such purposes under applicable law) (such certificate, a "Non-Foreign Person Certificate"). If an Exchanging Member is unable to provide a Non-Foreign Person Certificate the Corporation or OpCo, as applicable, shall be permitted to withhold on the amount realized by such Exchanging Member in respect of such Exchange as provided in Section 1446(f) of the Code and Regulations thereunder; provided that the Corporation and OpCo shall reasonably cooperate with the Exchanging Member to reduce or eliminate such withholding to the extent permitted by law. The Corporation or OpCo, as applicable, may at their sole discretion reduce the Class A Common Stock issued to a Unitholder in an Exchange in an amount that corresponds to the amount of the required withholding described in the immediately preceding sentence and all such amounts shall be treated as having been paid to such Unitholder.

SECTION 3.12 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that such parties shall be entitled to specific performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

SECTION 3.13 Independent Nature of Unitholders' Rights and Obligations. The obligations of each Unitholder hereunder are several and not joint with the obligations of any other Unitholder, and no Unitholder shall be responsible in any way for the performance of the obligations of any other Unitholder hereunder. The decision of each Unitholder to enter into this Agreement has been made by such Unitholder independently of any other Unitholder. Nothing contained herein, and no action taken by any Unitholder pursuant hereto, shall be deemed to constitute the Unitholders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Unitholders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated hereby. The Corporation acknowledges that the Unitholders are not acting in concert or as a group, and the Corporation will not assert any such claim, with respect to such obligations or the transactions contemplated hereby.

SECTION 3.14 Applicable Law. This Agreement, the legal relations between the parties and any Action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and performed in such state and without regard to conflicts of law doctrines, except to the extent that certain matters are preempted by federal Law or are governed as a matter of controlling Law by the Law of the jurisdiction of organization of the respective parties.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

Hagerty, Inc.
By: _____
Name:
Title:

[*Signature Page to Exchange Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

The Hagerty Group, LLC
By: _____
Name:
Title:

[*Signature Page to Exchange Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

Hagerty Holding Corp.
By: _____
Name:
Title:

[*Signature Page to Exchange Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

Markel Corporation
By: _____
Name:
Title:

[*Signature Page to Exchange Agreement*]

**EXHIBIT A**

EXCHANGE NOTICE

Hagerty, Inc.
Attn: General Counsel
P.O. Box 1303
Traverse City, MI 49685-1303

Reference is hereby made to the Exchange Agreement, dated as of [●], 2021 (as amended from time to time, the "Exchange Agreement"), by and among The Hagerty Group, LLC, a Delaware limited liability company (together with any successor thereto, "**OpCo**"), Hagerty, Inc., a Delaware corporation ("**Corporation**") and managing member of OpCo, and the Unitholders from time to time party thereto (each, a "**Holder**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement.

The undersigned Holder hereby transfers the number of Units plus shares of Class V Common Stock set forth below (together, the "**Paired Interests**") in Exchange for shares of Class A Common Stock to be issued in its name as set forth below, or the Cash Exchange Payment, as applicable, as set forth in the Exchange Agreement.

Legal Name of Holder: _____

Address: _____

Number of Paired Interests to be Exchanged: _____

Brokerage Account Details: _____

The undersigned hereby represents and warrants that (a) the undersigned has full legal capacity to execute and deliver this Exchange Notice and to perform the undersigned's obligations hereunder; (b) this Exchange Notice has been duly executed and delivered by the undersigned and is the legal, valid and binding obligation of the undersigned enforceable against it in accordance with the terms thereof or hereof, as the case may be, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and the availability of equitable remedies; (c) the Paired Interests subject to this Exchange Notice are being transferred to the Corporation or OpCo, as applicable, free and clear of any pledge, lien, security interest, encumbrance, equities or claim; and (d) no consent, approval, authorization, order, registration or qualification of any third party or with any court or governmental agency or body having jurisdiction over the undersigned or the Paired Interests subject to this Exchange Notice is required to be obtained by the undersigned for the transfer of such Paired Interests to the Corporation or OpCo, as applicable.

The undersigned hereby irrevocably constitutes and appoints any officer of the Corporation or of OpCo as the attorney of the undersigned, with full power of substitution and resubstitution in the premises, to do any and all things and to take any and all actions that may be necessary to transfer to the Corporation or OpCo, as applicable, the Paired Interests subject to this Exchange Notice and to deliver to the undersigned the Stock Exchange Payment or Cash Exchange Payment, as applicable, to be delivered in exchange therefor.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Exchange Notice to be executed and delivered by the undersigned or by its duly authorized attorney.

Name:

Dated:

[*Signature Page to Exchange Agreement*]

**EXHIBIT B**

**JOINDER**

This Joinder Agreement ("Joinder Agreement") is a joinder to the Exchange Agreement, dated as of [●], 2021 (as amended from time to time, the "Exchange Agreement"), among Hagerty, Inc., a Delaware corporation (together with any successor thereto, the "Corporation"), The Hagerty Group, LLC, a Delaware limited liability company, and each of the Unitholders from time to time party thereto. Capitalized terms used but not defined in this Joinder Agreement shall have their meanings given to them in the Exchange Agreement. This Joinder Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware. In the event of any conflict between this Joinder Agreement and the Exchange Agreement, the terms of this Joinder Agreement shall control.

The undersigned hereby joins and enters into the Exchange Agreement having acquired Units in The Hagerty Group, LLC. By signing and returning this Joinder Agreement to the Corporation, the undersigned accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of a Unitholder contained in the Exchange Agreement, with all attendant rights, duties and obligations of a Unitholder thereunder. The parties to the Exchange Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Exchange Agreement by the undersigned and, upon receipt of this Joinder Agreement by the Corporation and by The Hagerty Group, LLC, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Exchange Agreement.

Name: _____

Address for Notices:

_____

_____

_____

Attention: _____

With copies to:

_____

_____

_____

**Exhibit 99.1**

HAGERTY

For Immediate Release

**Hagerty and Aldel Financial Announce Merger Agreement for Hagerty to Become a Publicly Traded Company**

*Specialty automotive insurance provider offers investors high-growth trajectory, scalable membership model, a leading automotive lifestyle brand and a unique value proposition targeting the expansive and growing automotive enthusiast market*

- Hagerty is a leading specialty insurance provider focused on the global automotive enthusiast market with a scalable, innovative membership model and robust offerings, including immersive events, media content, and valuation tools
- Transaction values Hagerty at a pro forma enterprise value of $3.13 billion and provides cash proceeds to fuel Hagerty's strategy to accelerate its digital innovation initiatives.
- Transaction includes a $704 million fully committed PIPE led by strategic partners State Farm and Markel Corporation, as well as top tier institutional investors.
- Investor presentation to be webcast on August 18th at 8:30 a.m. ET

TRAVERSE CITY, Mich., AUGUST 18, 2021 – Hagerty, an automotive enthusiast brand offering a specialty automotive insurance platform built upon a membership organization for car lovers, and Aldel Financial Inc. (NYSE: ADF) ("Aldel"), a special purpose acquisition company, today announced that they have entered into a definitive business combination agreement. Upon the closing of the transaction, Aldel will be renamed Hagerty, Inc., and become publicly traded, with its common stock expected to be listed on the New York Stock Exchange under the ticker HGTY.

**Passion Fueled Growth Targeting Expansive Automotive Enthusiast Market**

Hagerty is a leading specialty insurance provider for classic and enthusiast vehicles -- with more than 2 million vehicles insured globally, an industry-leading 84 Net Promoter Score (NPS) and partnerships with nine of the top 10 U.S. automotive insurers.

At Hagerty, everything begins and ends with the love of the automobile – a passion shared with its more than 1.8 million members that fuels the company's distinguished membership model and positions Hagerty to optimize growth in the estimated 43+ million vehicle automotive enthusiast market.

According to Hagerty's proprietary data, there are more than 500 million individuals around the globe who express an interest in cars and approximately 69 million in the United States alone who declare themselves automotive enthusiasts.

Hagerty has invested in an omni-channel insurance distribution model that positions the company to unlock the entire addressable market and enables the organization to scale through national insurance partners, local agents and brokers, and direct distribution.

Hagerty's highly differentiated membership model helps to drive loyalty and retention by engaging, entertaining, and connecting with members at every stop of their journey – digitally, on the track, in the garage, at an event or on the road. The company's portfolio includes the innovative Hagerty Drivers Club, more than 2,500 automotive events annually (including the recently acquired Amelia Island Concours d'Elegance), an expanding automotive media content platform, and Hagerty's proprietary valuation tools.

Hagerty's unique business model has resulted in a strong track record of success, including:

- Greater than 25% compounded annual revenue growth rate over the last three years
- Strong customer retention at 90%
- Average loss ratios significantly lower than the U.S. personal lines auto insurance industry[1]
- Millions of individuals following Hagerty's automotive insights and social media programs

Looking forward, the company expects to achieve continued double-digit revenue and earnings growth underpinned by its long-term contracts, solid building blocks and strategic partnerships.

**Management Quotes**

**McKeel Hagerty, CEO of Hagerty, said:** "When it comes to fueling the insatiable passion of tens of millions of automotive enthusiasts, Hagerty is well positioned as a leading specialty insurance provider with a unique subscription and membership model and portfolio of immersive automotive events, entertainment and valuation tools. For our members, this means a comprehensive and compelling experience that goes far beyond an insurance transaction. For our business, this means market-leading brand loyalty, an attractive business model with multiple points of monetization, a track record of financial success and a strong foundation for future growth."

Hagerty continued, "Today's announcement is an exciting step forward for Hagerty. We are thrilled to partner with Rob and the Aldel team, who bring extensive expertise and strategic relationships in the automotive, insurance and financial sectors that will be a key strategic advantage for Hagerty. We believe this transaction will help to accelerate Hagerty's many growth opportunities and realize our bold mission to build the best automotive enthusiast brand in the world and save driving and car culture for future generations. As we look ahead, we are focused on investing in Hagerty's digital user experience interfaces to support our growing membership base, while we continue to expand our portfolio with highly engaging car events and exciting services like DriveShare by Hagerty and Hagerty Garage + Social clubhouses."

**Robert I. Kauffman, Chairman & CEO, Aldel, said:** "We couldn't be more excited to work with McKeel and his team to help them grow and reach our collective goals. We ran an extensive process, and Hagerty represented what we were looking for in a partner for Aldel and our stockholders. Hagerty offers a highly differentiated growth story with a large market opportunity. The company also has a proven financial profile with a predictable and consistent revenue model and strong corporate culture and leadership model. We believe our complimentary skills and contacts will further accelerate the Hagerty flywheel."

[1] P&C industry average over 2018-2020FY

**Transaction Overview**

The transaction is expected to deliver up to $820 million of gross proceeds to the combined company, including the contribution of up to $116 million of cash held in Aldel's trust account from its initial public offering in April 2021, assuming no redemptions. The combination is supported by a $704 million PIPE at $10.00 per share plus 18% warrant coverage led by strategic investors State Farm and Markel Corporation and commitments from a group of leading institutional and private investors.

Existing Aldel stockholders who don't exercise their redemption rights will roll 100 percent of their equity into the combined company. All references to available cash from the trust account and retained transaction proceeds are subject to any redemptions by the public stockholders of Aldel and payment of transaction expenses.

The transaction, which has been unanimously approved by Aldel's board of directors and the independent members of Hagerty's board, is expected to close in the fourth quarter of 2021, and is subject to approval by Aldel's stockholders and Hagerty's owners and other customary closing conditions, including any applicable regulatory approvals. Over 40% of Aldel's stockholders have signed voting agreements in favor of the Transaction. The minimum cash condition will be satisfied via the committed PIPE.

Additional information about the proposed transaction, including a copy of the business combination agreement and investor presentation, will be provided in a Current Report on Form 8-K filed by Aldel today with the Securities and Exchange Commission ("SEC") and available at www.sec.gov.

**Advisors**

J.P. Morgan Securities LLC (J.P. Morgan) is serving as financial advisor to Hagerty and Global Leisure Partners LLC (GLP) and ThinkEquity LLC (ThinkEquity) are serving as financial advisor to Aldel in connection with the business combination. Sidley Austin LLP is serving as legal advisor to Hagerty. Loeb & Loeb LLP is serving as legal advisor to Aldel. GLP and ThinkEquity are serving as capital markets advisors to Aldel. J.P. Morgan and GLP are serving as co-placement agents on the PIPE. Mayer Brown LLP and Jones Day are serving as legal advisors to the placement agents on the PIPE.

**Investor Presentation Information**

Management of Hagerty and Aldel will host an investor presentation on August 18, 2021, at 8:30 a.m. Eastern to discuss the proposed transaction. A webcast of the call, along with a detailed investor presentation, will be available on Aldel's website at www.aldelfinancial.com as well as Hagerty's investor relations site at http://investor.hagerty.com/. To participate by phone, please dial (646) 904-5544 or (844) 200-6205 (Toll Free) and enter access code 270573. A telephone replay will be available through September 17, 2021, and can be accessed by dialing (929) 458-6194 and entering access code 689079.

**About Aldel Financial**

Aldel Financial Inc. is a blank check company, also commonly referred to as a special purpose acquisition company, or SPAC, whose business purpose is to effect a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. Led by Robert I. Kauffman, Chairman and Chief Executive Officer and co-sponsored by Fundamental Global, the team at Aldel has decades of experience in identifying attractive risk adjusted return investments. Aldel raised $116 million in its initial public offering in April 2021. Aldel's Units, each consisting of one share of Class A common stock and one-half of one redeemable warrant, Aldel's shares of Class A common stock, par value $0.0001 per share, and Aldel's warrants, each exercisable for one share of Class A common stock, are currently listed on the New York Stock Exchange under the symbols "ADF.U" "ADF" and "ADF.WS" respectively. For more information, visit www.aldelfinancial.com.

**About Hagerty**

Hagerty is a specialty insurance provider focused on the global automotive enthusiast market and an automotive enthusiast brand offering integrated membership products and programs. Hagerty is home to Hagerty Drivers Club, Hagerty DriveShare, Hagerty Valuation Tools, Hagerty Media, Hagerty Drivers Club magazine, MotorsportReg, Hagerty Garage + Social, the Amelia Island Concours d'Elegance, the Concours d'Elegance of America, the Greenwich Concours d'Elegance, the California Mille, Motorworks Revival and more. For more information, visit www.hagerty.com.

**Forward Looking Statement**

This press release may contain certain "forward-looking statements" within the meaning of "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by words such as: "target," "believe," "expect," "will," "shall," "may," "anticipate," "estimate," "would," "positioned," "future," "forecast," "intend," "plan," "project," "outlook" and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Examples of forward-looking statements include, among others, statements made in this press release regarding the proposed transactions contemplated by the business combination agreement and the subscription agreements with respect to the PIPE, including the benefits of the business combination, integration plans, expected synergies and revenue opportunities, anticipated future financial and operating performance and results, including estimates for growth, the expected management and governance of the combined company, and the expected timing of the business combination. Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on Aldel's and Hagerty's managements' current beliefs, expectations and assumptions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of our control. Actual results and outcomes may differ materially from those indicated in the forward-looking statements. Therefore, you should not rely on any of these forward-looking statements. Important factors that could cause actual results and outcomes to differ materially from those indicated in the forward-looking statements include, among others, the following: (1) the occurrence of any event, change, or other circumstances that could give rise to the termination of the business combination Agreement; (2) the outcome of any legal proceedings that may be instituted against Aldel or Hagerty following the announcement of the business combination Agreement and the transactions contemplated therein; (3) the inability to complete the proposed business combination, including due to failure to obtain approval of the stockholders of Aldel and Hagerty, certain regulatory approvals, or satisfy other conditions to closing in the business combination Agreement; (4) the occurrence of any event, change, or other circumstance that could give rise to the termination of the business combination Agreement or could otherwise cause the transaction to fail to close; (5) the failure to meet the minimum cash requirements of the business combination Agreement due to Aldel stockholder redemptions and the failure to obtain replacement financing; (6) the inability to complete the concurrent PIPE; (7) the failure to meet projected development and production targets; (8) the impact of COVID-19 pandemic on Hagerty's business and/or the ability of the parties to complete the proposed business combination; (9) the inability to obtain or maintain the listing of Aldel's shares of common stock on The New York Stock Exchange following the proposed business combination; (10) the risk that the proposed business combination disrupts current plans and operations as a result of the announcement and consummation of the proposed business combination; (11) the ability to recognize the anticipated benefits of the proposed business combination, which may be affected by, among other things, competition, the ability of Hagerty to grow and manage growth profitably, and retain its key employees; (12) costs related to the proposed business combination; (13) changes in applicable laws or regulations; (14) the possibility that Aldel or Hagerty may be adversely affected by other economic, business, and/or competitive factors; (15) risks relating to the uncertainty of the projected financial information with respect to Hagerty; (16) risks related to the organic and inorganic growth of Hagerty's business and the timing of expected business milestones; (17) the amount of redemption requests made by Aldel's stockholders; and (18) other risks and uncertainties indicated from time to time in the final prospectus of Aldel for its initial public offering dated April 12, 2021 filed with the SEC and when available, a definitive proxy statement and final prospectus relating to the proposed business combination, including those under "Risk Factors" therein, and in Aldel's other filings with the SEC. We caution that the foregoing list of factors is not exclusive. We caution readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. We do not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in their expectations or any change in events, conditions, or circumstances on which any such statement is based, whether as a result of new information, future events, or otherwise, except as may be required by applicable law. Neither Hagerty nor Aldel gives any assurance that either Hagerty or Aldel, or the combined company, will achieve its expectations.

**Participants in the Solicitation**

Aldel and its directors and executive officers may be deemed participants in the solicitation of proxies from Aldel's stockholders with respect to the business combination. A list of the names of those directors and executive officers and a description of their interests in Aldel will be included in the proxy statement for the proposed business combination and be available at www.sec.gov. Additional information regarding the interests of such participants will be contained in the proxy statement for the proposed business combination when available. Information about Aldel's directors and executive officers and their ownership of Aldel common stock is set forth in Aldel's prospectus, dated April 12, 2021, as modified or supplemented by any Form 3 or Form 4 filed with the SEC since the date of such filing. Other information regarding the interests of the participants in the proxy solicitation will be included in the proxy statement pertaining to the proposed business combination when it becomes available. These documents can be obtained free of charge from the sources indicated below.

Hagerty and its directors and executive officers may also be deemed to be participants in the solicitation of proxies from the stockholders of Aldel in connection with the proposed business combination. A list of the names of such directors and executive officers and information regarding their interests in the proposed business combination will be included in the proxy statement/prospectus for the proposed business combination when available.

**No Offer or Solicitation**

In connection with the proposed business combination, Aldel intends to file with the SEC a registration statement on Form S-4 containing a preliminary proxy statement and a preliminary prospectus of Aldel, and after the registration statement is declared effective, Aldel will mail a definitive proxy statement/prospectus relating to the proposed business combination to its stockholders. This press release does not contain all the information that should be considered concerning the proposed business combination and is not intended to form the basis of any investment decision or any other decision in respect of the business combination.

Aldel's stockholders and other interested persons are advised to read, when available, the preliminary proxy statement/prospectus and the amendments thereto and the definitive proxy statement/prospectus and other documents filed in connection with the proposed business combination, as these materials will contain important information about Hagerty, Aldel and the proposed business combination. When available, the definitive proxy statement/prospectus and other relevant materials for the proposed business combination will be mailed to stockholders of Aldel as of a record date to be established for voting on the proposed business combination. Such stockholders will also be able to obtain copies of the preliminary proxy statement / prospectus, the definitive proxy statement/prospectus and other documents filed with the SEC, without charge, once available, at the SEC's website at www.sec.gov, or by directing a request to John Belniak, Investor@Hagerty.com.

This press release does 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 the registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

**Contacts**

Hagerty Media Contacts:
Andrew Heller, Hagerty, aheller@hagerty.com, (231) 632-1583

Hagerty Investor Contacts:
John Belniak, Investor@Hagerty.com

Aldel Contact:
Rob Kauffman, Aldel, info@aldelfinancial.com

**Exhibit 99.2**


HAGERTY
For People Who Love Cars
Proprietary and Confidential

# Disclaimer

This presentation ("Presentation") is provided for informational purposes only and has been prepared to assist interested parties in making their own evaluation with respect to a potential business combination transaction between Aldel Financial Inc., a special purpose acquisition company ("Aldel") and The Hagerty Group, LLC (together with its subsidiaries, "Hagerty" or the "Company") and related transactions (the "Potential Business Combination") and for no other purpose. The contents of this presentation should not be considered to be legal, tax, investment or other advice, and any investor or prospective investor considering the purchase or disposal of any securities of Aldel or the Company should consult with its own counsel and advisers as to all legal, tax, regulatory, financial and related matters concerning an investment in or a disposal of such securities and as to their suitability for such investor or prospective investor. The information in this Presentation was obtained from Aldel, Hagerty and other sources and does not purport to be exhaustive or to necessarily contain all of the information that a prospective investor might desire in investigating Aldel, the Company or the Potential Business Combination. This Presentation and any oral statements made in connection with this Presentation do not constitute an offer to sell or a solicitation of offers to buy any securities in any jurisdiction. Any offer to sell securities will be made only pursuant to a definitive subscription agreement and will be made in reliance on an exemption from registration under the Securities Act of 1933, as amended, for offers and sales of securities that do not involve a public offering. All information presented in this Presentation with respect to the existing business and historical operating results of Hagerty and estimates and projections as to future operations are based on material prepared by the management of Hagerty and involve significant elements of subjective judgment and analyses which may or may not be correct. There can be no assurances that management's judgment and analysis is correct, and none of the Company, its affiliates, representatives, J.P. Morgan Securities LLC ("J.P. Morgan") or any other person assumes responsibility for verifying the information contained herein or hereafter provided or assume any responsibility for its accuracy or completeness. Past performance is not an indication or guarantee of future results. Further, industry and market data used in this presentation have been obtained from sources including third-party industry publications and sources as well as from research reports prepared for other purposes. Neither Aldel nor the Company have independently verified the data obtained from these sources and cannot assure you of the data's accuracy or completeness. In addition, this presentation does not purport to be all-inclusive or to contain all of the information that may be required to make a full analysis of the Company or the proposed business combination. Viewers of this presentation should each make their own evaluation of the Company and of the relevance and adequacy of the information and should make such other investigations as they deem necessary.

Aldel, Hagerty, and their respective direct and indirect shareholders, members, managers, directors, officers, employees, affiliates, and representatives and J.P. Morgan make no representations or warranties, express or implied, as to the accuracy or completeness of the information contained in this Presentation, or any other written or oral communication transmitted or made available to a prospective investor or any of its affiliates or representatives, and nothing herein is, or shall be relied upon as, a representation or warranty with respect to past or future facts or results. Only those specific representations and warranties, if any, which may be made to a prospective investor in one or more subsequent definitive written agreements when, as and if executed, and subject to such limitations and restrictions as may be specified in such definitive written agreements, shall have any legal effect. To the fullest extent permitted by law in no circumstances will Aldel, the Company or any of their respective subsidiaries, stockholders, affiliates, representatives, partners, directors, officers, employees, advisers or agents be responsible or liable for any direct, indirect or consequential loss or loss of profit arising from the use of this presentation, its contents, its omissions, reliance on the information contained within it, or on opinions communicated in relation thereto or otherwise arising in connection therewith.

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## Presenting today

**McKeel Hagerty**

Founder & CEO,
Hagerty

Favorite car: 1967 Porsche 911S
- owned since 1980

**Rob Kauffman**

Chairman & CEO,
Aldel Financial

Favorite car: 1931 Bugatti Type 51
- owned since 2017

**Fred Turcotte**

CFO,
Hagerty

Favorite car: 2021 Chevrolet Corvette C8
- owned since 2021

HAGERTY

# Introduction / Investment thesis

1. Deep collector automotive industry knowledge of **both principals** = powerful complementary eco-systems
2. Aldel's **public company** experience will be beneficial to the Hagerty management team
3. Aldel relationships will help drive **accelerated growth for Hagerty** in key markets (automotive, finance)
4. Aldel strategic shareholders are **influential in the automotive sector**, enhancing the ecosystem
5. Modest size of Aldel SPAC combined with a larger PIPE **minimizes dilution**
6. Strong sponsor alignment with **$40mm CEO commitment and 46%** closely held public voting shares

Hagerty is a leading specialty insurance provider focused on the automotive enthusiast market

## 1 Scaled player in fragmented market

**2mm**
vehicles insured[1]

**43mm**
Total U.S. Insurable Collectible Cars[2]

## 2 Unique understanding of the enthusiast market

**84**
NPS[3]

**90%**
Retention[1]

**>10**
LTV / CaC[4]

**41%**
Loss Ratio[5]

## 3 Profitable, growth oriented, and aligned

**27%**
2020-2025E revenue CAGR

**$40mm**
sponsor commitment[6]

**$172mm** ⇨ **$322mm**
2023E EBITDA → 2025E EBITDA

**64%**
Founders' retention of holdings

**52%**
Founders' retention of company



Source: Hagerty company reports based on aggregated data of various sources; S&E Financial; NAIC; Insurance Information Institute. [1] As of 12/31/20. [2] Per Hagerty company reports based on aggregated data of various sources. [3] As of 12/31/20. NPS is defined as "Net Promoter Score", a leading measure of customer experience and satisfaction with companies and brands. [4] Represents "Lifetime value" (LTV) of customers as a multiple Hagerty's "Customer acquisition costs" (CAC). [5] Hagerty average over 2018-2020FY. [6] Included RXR Equities and Lubert-Adler sponsor capital, $75mm investment into Aldel SPAC, and an additional $20mm RPE commitment.

## Aldel is a strategic partner


### Rob Kauffman – Chairman & CEO of Aldel Financial

- Mr. Kauffman was a co-founder, principal and member of the board of directors of **Fortress Investment Group LLC** from its founding in 1998 until 2012
- Since his departure from Fortress in 2012, **notable private automotive investments** include:
  - RK Motors (large collector car reseller)
  - Speed Digital (collector car SAAS business)
- **Top 100 Worldwide Ranked**[1] personal car collection and a Hagerty client
- Mr. Kauffman has **strong ties to the car community and professional auto racing**:
  - Team owner, Chip Ganassi Racing (Indy, NASCAR, IMSA, Extreme E)
  - Advisory board member of McLaren F1 LTD
- Current affiliations include:

### Aldel Value Add

1. Mr. Kauffman is **already a value added board member** of Hagerty
2. Aldel team has **experience with de-SPACs**
3. Aldel has **extensive public and capital markets knowledge and experience**
4. Deep team **industry connections in finance, insurance and passion automotive sectors** globally will help fuel growth



[1]Source: The Classic Car Trust



ALDEL FINANCIAL HAGERTY

# Transaction summary

## Key highlights

| | |
|---|---|
| **Valuation** | Pro forma firm value of $3,134mm |
| **Capital structure** | $306mm pro forma cash held on balance sheet[1] |
| **Sponsor** | **CEO investment:** $40mm<br>**Sponsor Shares:** 3.4mm<br>**Sponsor Warrants:**<br>1.6mm warrants (0.5% of total shares at closing)<br>17% granted if closing share price above $15.00<br>83% granted if closing share price above $18.00 |
| **PIPE warrants** | **12.7m** warrants granted to PIPE investors |

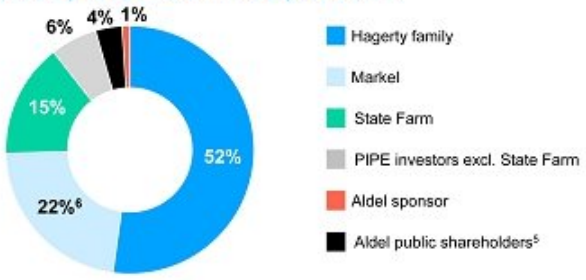
## Sources and uses ($mm)

| **Sources** | | **Uses** | |
|---|---|---|---|
| Aldel Financial - cash in trust[2] | $116 | Equity consideration to Hagerty stockholders | $2,500 |
| PIPE proceeds[3] | 704 | Cash consideration to Hagerty stockholders | 500 |
| Hagerty stockholders rollover | 2,500 | Cash to Hagerty balance sheet | 275 |
| | | Transaction expenses[4] | 45 |
| **Total Sources** | **$3,320** | **Total Uses** | **$3,320** |

## Pro forma valuation ($mm)

| | |
|---|---|
| **Implied market capitalization** | **$3,354** |
| **Plus: Net debt[1]** | **(220)** |
| **Implied firm value** | **3,134** |
| **2023E FV / EBITDA multiple** | **18.3x** |
| **2023E FV / Revenue multiple** | **2.8x** |

## Expected pro forma ownership at close



## Investment highlights

| | |
|---|---|
| **1 Large and growing total addressable market (TAM)** | • Large TAM – **43mm U.S. collectible vehicles**<br>• Average annual premium of ~$300 implies a **~$12-15bn U.S. market size;** Hagerty's current share is ~4%[1]<br>• Hagerty's size is a **multiple of many of its competitors** |
| **2 Visionary thought leadership, culture and management team** | • Over **three decades of Hagerty family leadership**<br>• Management is as **passionate as its members** about cars |
| **3 Industry leading business model** | • Very **high NPS scores** – 84 vs 39 auto insurance industry average[2]<br>• Loss ratios significantly better than auto insurance industry average – Hagerty **loss ratio 41%** vs >70% auto insurance industry average[3]<br>• Membership strategy results in sticky, happy members – **90% retention** vs ~80% auto industry avg.<br>• Captive reinsurer allows Hagerty to **participate in the entire value chain** |
| **4 Omni-channel distribution strategy** | • Investment to build platform and scale – Hagerty has **already invested over $100mm** over the past three years to build its **partners, agency, and DTC and membership platforms** (out of a planned ~$250-300mm targeted spend)<br>• Data drives more accurate pricing and allows marketing **utilizing big data analytics and AI**<br>• Powerful new member acquisition engine – **LTV/CAC ratio of >10x** |
| **5 Financial track record of success and primed for continued growth** | • **29% revenue CAGR** 2018-2020; future growth underpinned by long-term contracts<br>• Revenue / earnings growth underpinned by solid building blocks and **strategic partnerships**<br>• **Potential growth beyond base plan** fuelled by organic growth, innovation and acquisitions |



Source: Hagerty company reports based on aggregated data of various sources, LexisNexis, SNL Financial, NAIC, Insurance Information Institute. [1] Represents Hagerty's current share of U.S. collectible vehicle premium TAM, per Hagerty company reports based on aggregated data of various sources; [2] As of 12/31/20; [3] SNL Financial, NAIC, Insurance Information Institute, P&C private auto industry average over 2018-2020FY and Hagerty average over 2018-2020FY.

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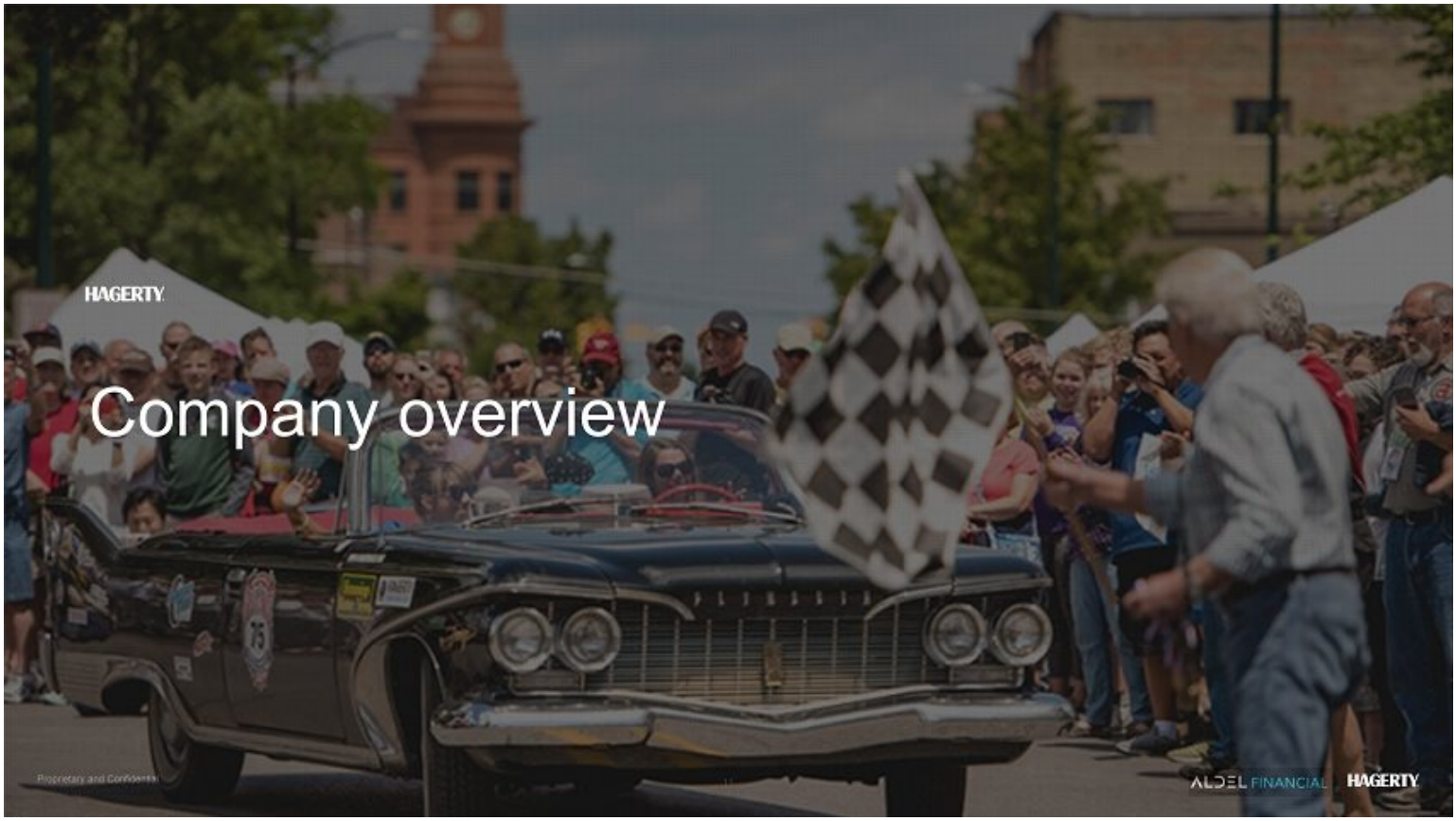
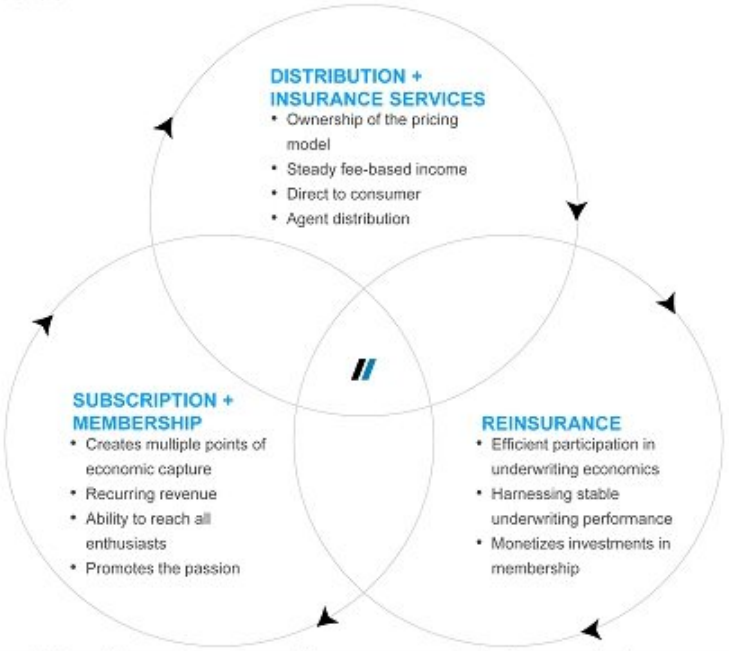
Key performance indicators (KPIs)

| Scale | Growth + Profitability | Brand loyalty | Valuation |
|---|---|---|---|
| $626mm | 29% ⇨ 27% | 90% | 2.8x |
| 2021E Revenue | 2018-2020 revenue CAGR / 2020-2025E revenue CAGR | Retention[2] | FV / 2023E Revenue |
| $64bn | 41% ⇨ 42% | 1.8mm | 18.3x |
| Total insured value[1] | 2018-2020 average loss ratio / 2020-2025E projected loss ratio | Members[2] | FV / 2023E EBITDA |


[1] As of June 2021. [2] As of 12/31/20


HAGERTY
Company overview
Proprietary and Confidential
ALDEL FINANCIAL
HAGERTY

## What we do




By combining all three elements, we believe we can make the insurance buying process enjoyable, win customer loyalty, and collect data



Hagerty is a leading specialty insurance provider focused on the automotive enthusiast market.

+

There are **tens of millions** of auto lifestyle enthusiasts for which Hagerty is uniquely positioned to provide a scalable platform for their enjoyment, passion and protection.

=

Our **purpose is to save driving** and car culture for future generations.

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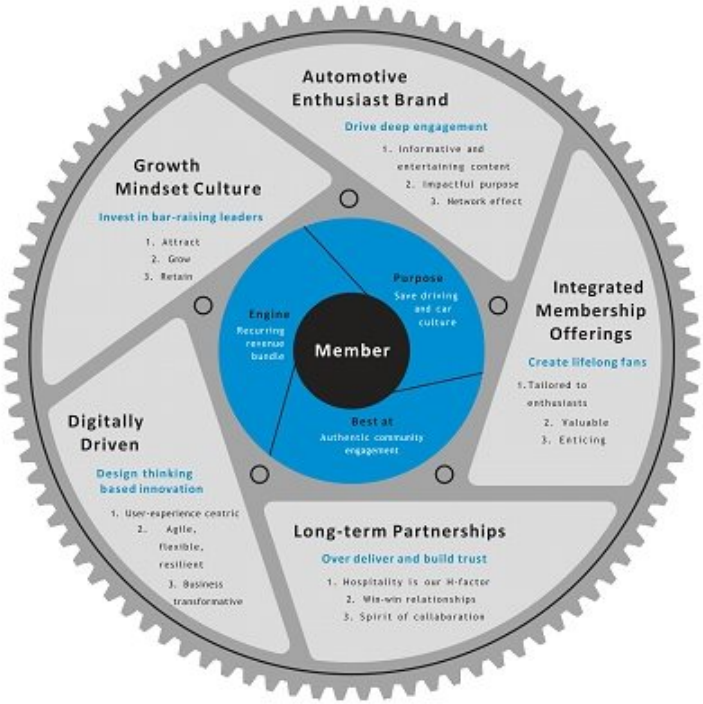
# The Hagerty Flywheel

We think and act long-term, put **members at the center** of our strategy and create a culture built on improving each and every day.



# Our customers and our market

## Age groups & demographics


Late Teens / 20's


30's


40's


50's


60's


70's & beyond


High Net Worth Individuals


Hobbyists at home


Industry Professionals

**Global Car Enthusiasts[1]**

>500mm

**U.S. Car Enthusiasts**

69mm

**U.S. Insurable Collectible Cars**

43mm



Source: Hagerty company reports based on aggregated data of various sources.
[1] Per Facebook analytics. Facebook members who have expressed an interest in or "Liked" automobiles or associated interests.
[2] Policies in force of 1.2mm as of July 2021



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## Massive and growing total addressable market

$12-15bn premium TAM (targeting "non-daily drivers")

### Collectible vehicles by year[1]

| Type | Total market (cars, mm) | Hagerty penetration |
|---|---|---|
|  Pre-1981 classics | 10.8 | 11.9% |
|  Post-1980 collectibles | 32.2 | 1.3% |
| **Total** | **~43.0** | **3.9%** |

### Collectible vehicles by sub-category[1]

| Type | Total market (cars, mm) | Hagerty penetration |
|---|---|---|
|  Supercars / Exotics | >0.1 | 12.9% |
|  4x4 / Off-road | 3.5 | 2.3% |
|  Modified | 8.6 | 2.8% |

### Secular growth drivers

- ✓ Early 2000s cars becoming **modern collectibles**
- ✓ Increasing focus on **collectible cars as an asset class**
- ✓ Baby boomer **retirements** / millennial **household formations**
- ✓ Continued expansion of **automotive subcultures**
- ✓ **Premium luxury cars** are being built in **greater numbers** than ever before



Source: Hagerty company reports based on aggregated data of various sources; [1] Represents solely U.S. TAM, as of 6/30/21



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## Unique membership subscription model appeals to car enthusiasts

### Philosophy – Be the "Go-To" source

***Internally developed content***

***Distribute through owned channels***

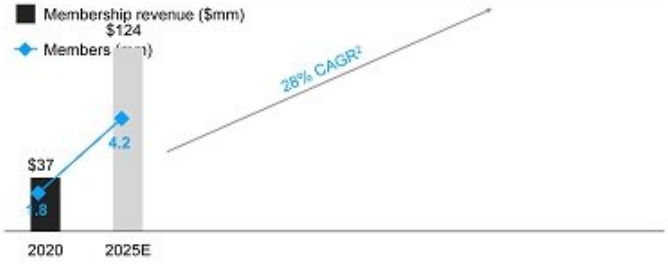
***Members***

***Shared with other members***


### Results

- Media – **>330mm** YouTube views[1]
- Print – **2nd largest** automotive magazine by audited circulation
- Events – **>2,500 events** annually
- **76%** of new insurance policy buyers purchase a membership[1]

### Revenue and member count






[1] As of July 2021. [2] Represents membership revenue CAGR from 2020-2025E

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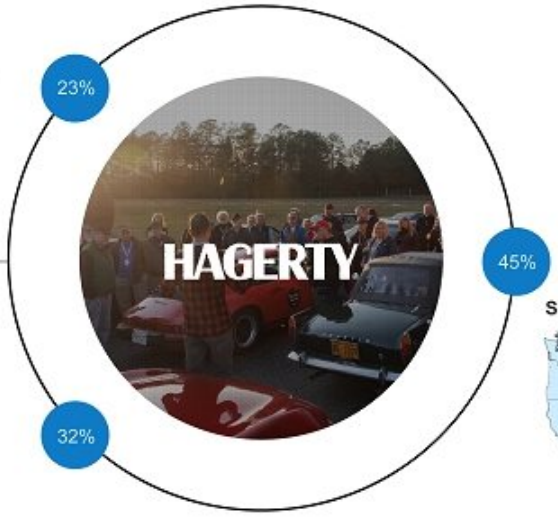
# Omni–channel distribution unlocks the entire TAM, allowing Hagerty to interact with members

**National insurance partners**
*Value proposition: Enhance service, minimize exposure – true partner, no channel conflict*

- 9 of the top 10 auto insurers[1]
- Each of our top 5 partners reports double-digit growth and segment acceleration
- Recent new partnerships

**Agency and broker channel**
*Value proposition: Enhance service, increase efficiency*

- Over 45,000 agents
- 10 of the top 10 brokers by revenue[2]



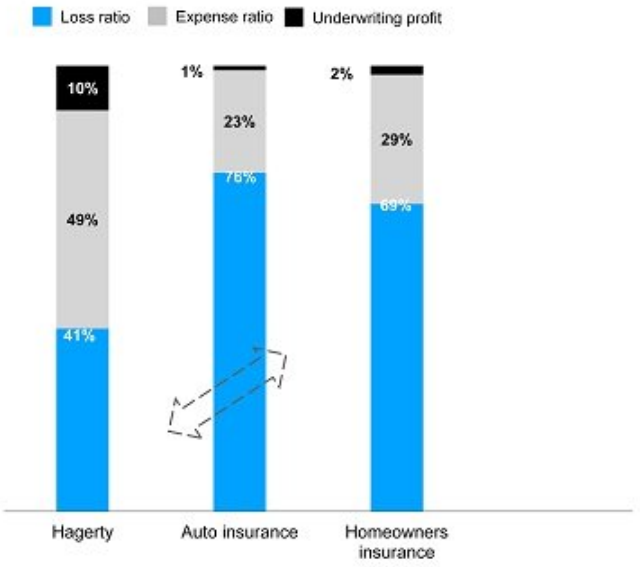

**Direct distribution**
*Value proposition: Belonging, comradery, understanding, admiration, joy*

- Membership model drives significant percentage of new business flow

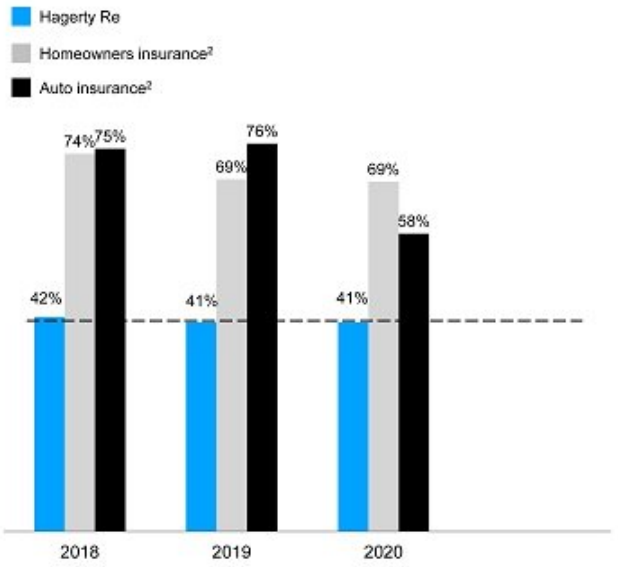
**Sales agent locations (highlighted below)**

# Strong economic model

## Illustrative insurance economic model[1]




## Loss ratios






Source: SNL Financial, NAIC, Insurance Information Institute. [1] Does not include membership or fee-based revenues. Loss ratios represents results of auto insurance industry, homeowners insurance industry, and Hagerty average from 2018-2020. [2] P&C industry average over 2018-2020FY

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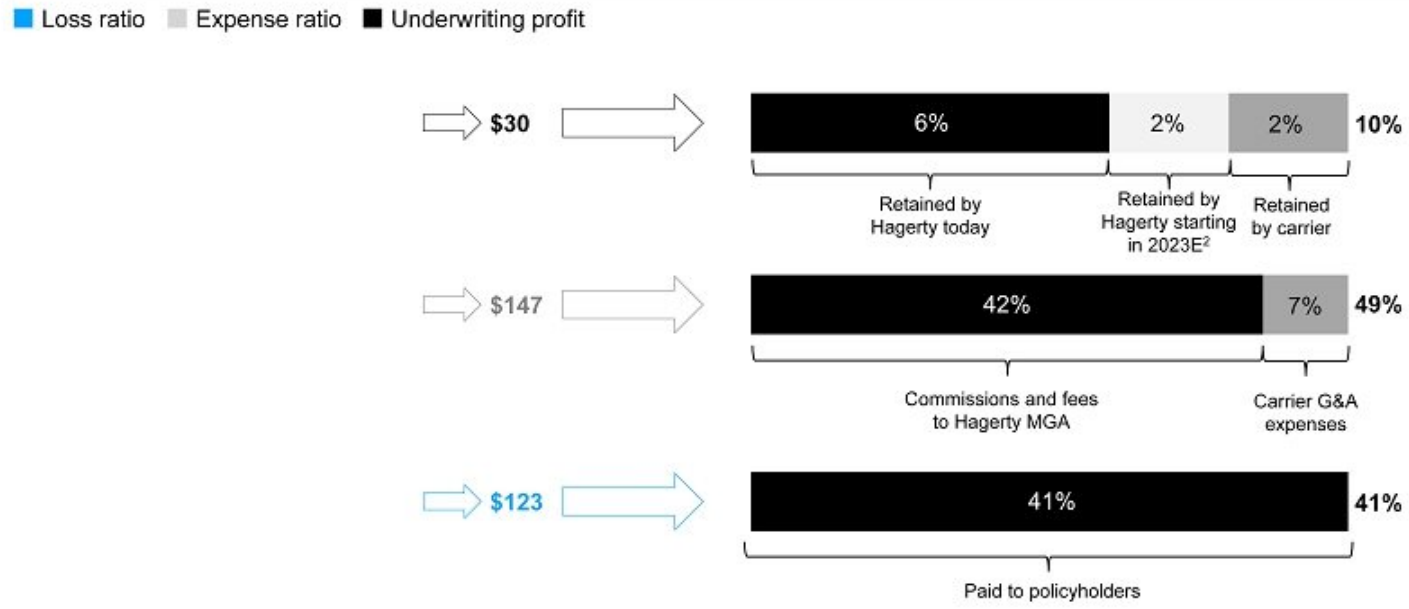
## Illustrative economics of a Hagerty insurance policy

### Average Hagerty vehicle insurance policy ($300 / year)[1]






[1] Excludes membership revenue; $300 based on average Hagerty insurance policy for one vehicle, an average Hagerty policy is greater than $300 due to multiple vehicles within a policy; ratios reflect Hagerty average operating results from 2018-2020; [2] Currently retained by carrier

HAGERTY

# Financial overview



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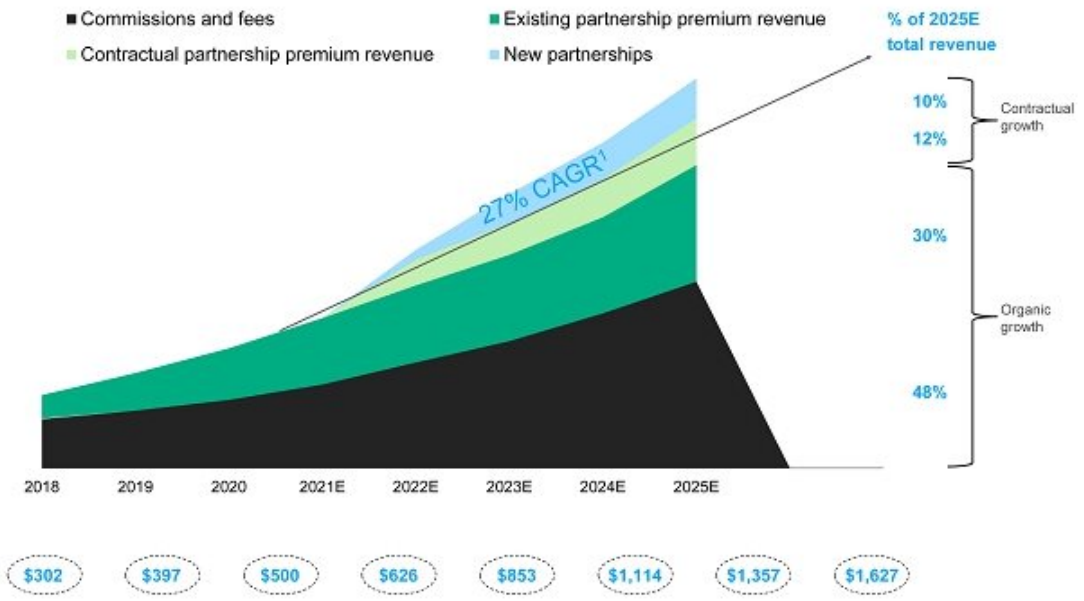
## Revenue is driven by a combination of organic and contractual growth

Hagerty Total Revenue ($mm)




- ✓ Strong organic growth in commissions and fees
  - **Organic growth is expected to deliver ~78%** of total revenue in 2025E
- ✓ Higher share of profit through **contractual capture of additional premium** through quota share
- ✓ **State Farm and Project Pershing** expected to drive incremental growth beginning in 2022[2]
- ✓ Growth underpinned by **10-year average customer life**



[1]Represents total revenue CAGR from 2020-2025E. [2] Project Pershing represents expanded business relationships with a select National Insurance Partner

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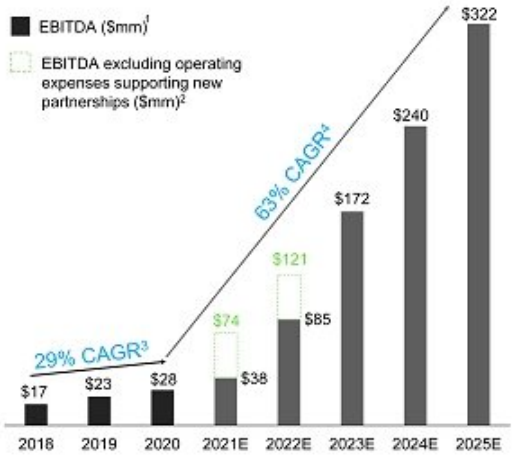
# EBITDA

## Investing for growth

- Hagerty has been in discussions with **State Farm and Project Pershing** for ~2 years, and began investing in the necessary infrastructure in advance
  - Investments include **technology and IT staff, and an increase in sales staff and support**
- Incremental **revenue starts to drive margin expansion in 2022**, and margin continues to expand in 2023
- After 2023, **margin expansion normalizes**

EBITDA and EBITDA margin ($mm)[1]




| EBITDA margin (%) | 2018 | 2019 | 2020 | 2021E | 2022E | 2023E | 2024E | 2025E |
|---|---|---|---|---|---|---|---|---|
| | 6% | 6% | 6% | 6% | 10% | 15% | 18% | 20% |

| EBITDA margin excluding operating expenses supporting new partnerships (%)[2] | 2018 | 2019 | 2020 | 2021E | 2022E | 2023E | 2024E | 2025E |
|---|---|---|---|---|---|---|---|---|
| | 6% | 6% | 6% | 12% | 14% | 15% | 18% | 20% |



[1] Defined as income before taxes plus D&A and interest expense. Please reference reconciliation on Pg. 33. [2] Please reference Pg. 34 for additional detail. [3] Represents EBITDA CAGR from 2018-2020. [4] Represents EBITDA CAGR from 2020-2025E

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# Operating benchmarking and comparables



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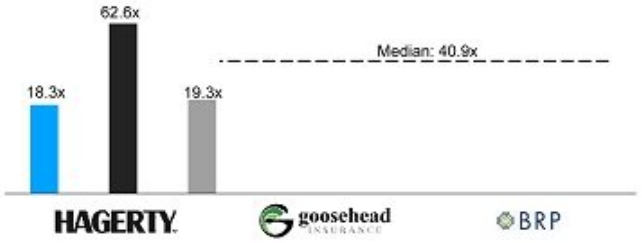
## Superior financial profile and attractive initial valuation **relative to high-growth peer group**

Note: Public companies employ analyst estimates for projections

### High growth distribution

FV / 2023E EBITDA

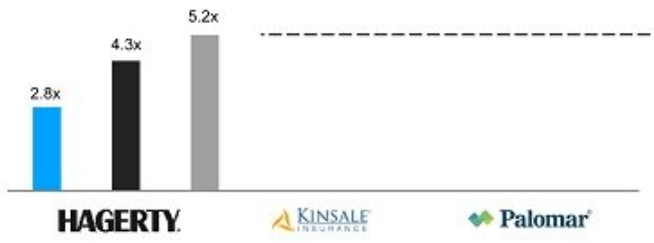



2023E EBITDA growth

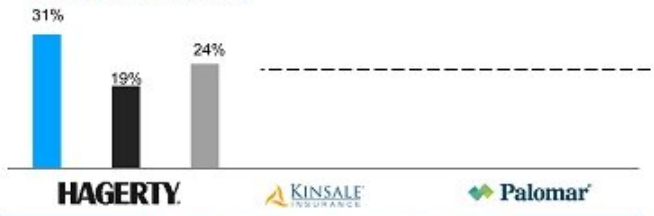

**Stable free cash flow dynamics similar to insurance distribution**

### High growth carriers

FV / 2023E revenue




2023E revenue growth

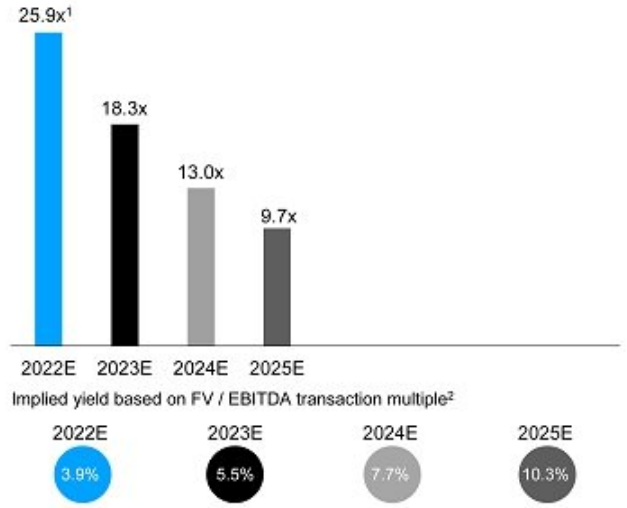



**Hagerty combines revenue growth with underlying underwriting profitability**

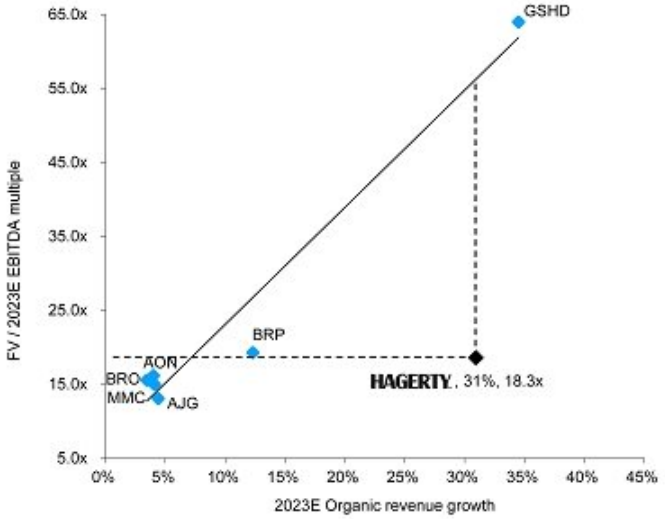
## Hagerty's exceptional rate of growth "buys down" the EBITDA multiple quickly

Note: Public companies employ analyst estimates for projections

### Hagerty pro forma transaction implied FV / EBITDA




### 2023E organic growth vs FV / 2023E EBITDA multiple




**Discount to peers widens materially over the projection period, leaving room for upside if growth aspirations are met**



Source: FactSet, company filings, I/B/E/S estimates, equity research. Note: Market data as of 8/16/2021. [1]2022E EBITDA excludes $30mm of operating expenses related to infrastructure scaling investments (see Pg. 34). [2] Represents inverse of corresponding transaction multiple


Hagerty investment highlights
Large and growing total addressable market
Visionary thought leadership, culture and management team
Industry leading business model
Omni-channel distribution strategy
Financial track record of success and primed for continued growth


HAGERTY
Appendix
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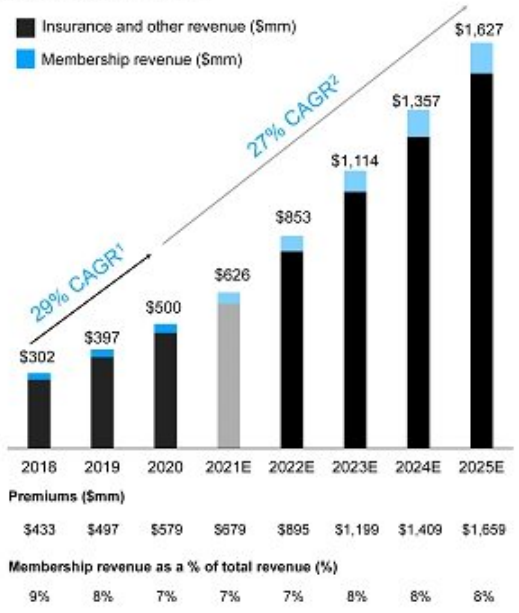
## Total revenue

- Majority of **revenue is tied to premiums**; premium growth assumptions are underpinned by:
  - Consistent double digit growth in policies in force (excluding new partnerships)
  - ~7% annual increase in price as Hagerty continues to insure more modern cars
  - Additional growth from State Farm and Project Pershing
- Membership revenue continues to become a **significant percentage of revenue**

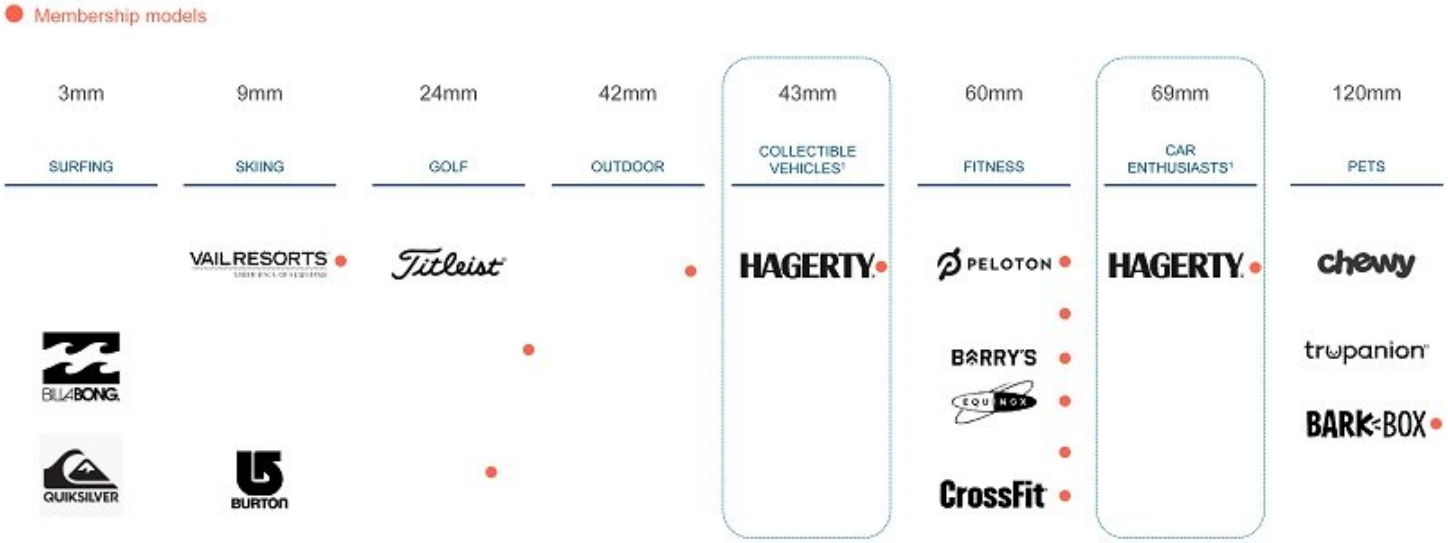
Total revenue ($mm)




| Premiums ($mm) | $433 | $497 | $579 | $679 | $895 | $1,199 | $1,409 | $1,659 |
|---|---|---|---|---|---|---|---|---|
| Membership revenue as a % of total revenue (%) | 9% | 8% | 7% | 7% | 7% | 8% | 8% | 8% |


[1] Represents total revenue CAGR from 2018-2020; [2] Represents total revenue CAGR from 2020-2025E

## Collectible vehicles are a sleeping giant, representing a differentiated approach to serving a massive TAM






Source: Company investor presentations, Polk, National Ski Areas Association, Outdoor Foundation, Statista, MRI; Note: Bubbles represent estimated number of participants. [1] U.S. only

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## Strong US presence bolstered by significantly more international upside ahead

~19mm collectible vehicles in key international markets

**HAGERTY CANADA** (4mm TAM)

Established in 2009, our policies are underwritten by a leading global underwriter, Aviva.

- Insurance and membership offerings
- Growing market position
- Available in ten provinces
- Memorable events and engagements

**HAGERTY UK** (3mm TAM)

Established in 2006, Hagerty UK offers comprehensive classic car insurance and more in the UK

- Insurance and membership offerings
- Premier classic car valuation tool
- Engaging automotive content
- Memorable events and engagements

**CLASSICANALYTICS.DE – EU** (12mm TAM)

A leading classic valuation tool in Germany offers the perfect EU launch.

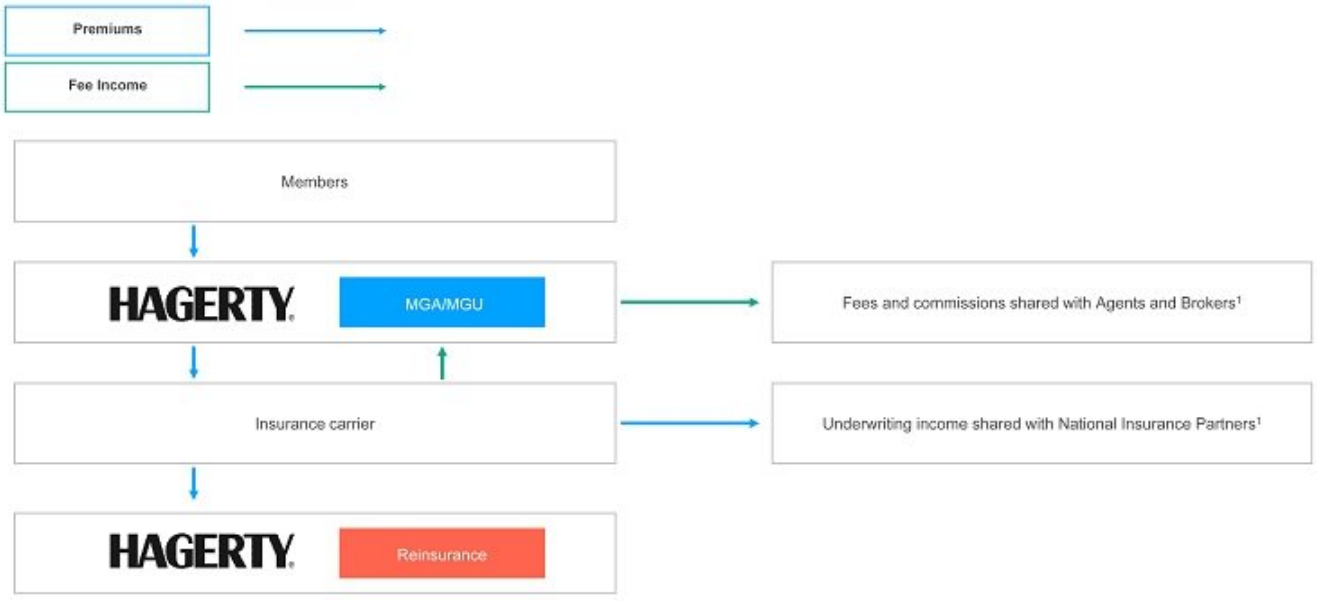
- Insurance offerings
- Classic car prices
- Exclusive auction database
- Respected ratings & evaluations



Source: Hagerty company reports based on aggregated data of various sources, IHS, Markit, Government agencies.

## Hagerty Re – architecting the economic capture

Reinsurance model + distribution enables greater share of profit, capital efficiency and ecosystem leverage



# Public trading comparables (for reference)

| | | | | Firm value[2] to: | | Firm value[2] to: | | Price to: | | PEG | 2023E financial and operating profile | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 8/16/2021 Price | Mkt. cap.[1] | Firm value | 2022E Revenue | 2023E Revenue | 2022E EBITDA[3] | 2023E EBITDA[3] | 2022E Earnings[4] | 2023E Earnings[4] | 2023E [5] | Revenue growth | Organic growth | EBITDA growth | EBITDA margin | Premium growth | Loss ratio |
| **Hagerty** | – | **$3,354** | **$3,134** | **3.7x** | **2.8x** | **25.9x**[6] | **18.3x** | **114.1x** | **38.2x** | **0.2x** | **30.6%** | **30.6%** | **102.1%** | **15.4%** | **33.9%** | **42.0%** |
| **High-growth distribution** | | | | | | | | | | | | | | | | |
| Goosehead Insurance | $134.90 | $4,984 | $5,010 | 23.7x | 18.5x | 96.5x | 62.6x | 154.1x | 97.0x | 1.1x | 43.4% | 34.5% | 54.2% | 26.4% | NA | NA |
| BRP Group | 34.88 | 3,477 | 3,751 | 5.8 | 4.5 | 26.6 | 19.3 | 30.3 | 22.1 | 0.5 | 25.9 | 12.3 | 35.1 | 23.3 | NA | NA |
| **Median** | | | | **14.7x** | **10.5x** | **61.6x** | **40.9x** | **92.2x** | **59.6x** | **0.8x** | | | | | | |
| **High-growth carriers** | | | | | | | | | | | | | | | | |
| Kinsale | $180.77 | $4,167 | $4,082 | 5.1x | 4.3x | NA | NA | 33.4x | 28.7x | 1.7x | 19.1% | NA | NA | NA | 24.5% | 63.0% |
| Palomar | 82.41 | 2,151 | 2,126 | 6.4 | 5.2 | NA | NA | 27.9 | 23.7 | 1.4 | 24.2 | NA | NA | NA | 11.2 | 17.0 |
| **Median** | | | | **5.7x** | **4.8x** | **NA** | **NA** | **30.7x** | **26.2x** | **1.5x** | | | | | | |
| **Traditional distribution** | | | | | | | | | | | | | | | | |
| Marsh & McLennan | $153.53 | $78,761 | $88,802 | 4.3x | 4.1x | 15.9x | 15.0x | 21.7x | 20.0x | 2.0x | 5.4% | 4.1% | 6.1% | 27.6% | NA | NA |
| Aon | 279.67 | 63,765 | 70,064 | 5.5 | 5.2 | 17.2 | 16.2 | 21.1 | 18.9 | 0.9 | 5.0 | 4.0 | 6.2 | 32.2 | NA | NA |
| Arthur J. Gallagher | 142.93 | 29,551 | 32,300 | 4.0 | 3.7 | 13.7 | 12.1 | 20.3 | 19.5 | 4.2 | 8.0 | 4.4 | 13.0 | 30.9 | NA | NA |
| Brown & Brown | 56.38 | 15,877 | 17,089 | 5.3 | 5.0 | 16.5 | 15.6 | 22.4 | 21.2 | 4.1 | 6.4 | 3.5 | 6.3 | 32.1 | NA | NA |
| **Median** | | | | **4.8x** | **4.6x** | **16.2x** | **15.3x** | **21.4x** | **19.8x** | **3.1x** | | | | | | |
| **Traditional personal lines carriers** | | | | | | | | | | | | | | | | |
| Progressive | $97.10 | $56,978 | $62,276 | 1.2x | 1.2x | NA | NA | 18.6x | 17.5x | 1.5x | 7.5% | NA | NA | NA | NA | 70.9% |
| Allstate | 136.54 | 41,413 | 48,723 | 1.2x | 1.0x | NA | NA | 11.0 | 9.9 | NM | 11.2 | NA | NA | NA | NA | 61.4 |
| Intact Financial | 138.82 | 24,444 | 25,970 | 1.2 | NA | NA | NA | 19.9 | 17.8 | 2.5 | NM | NA | NA | NA | NM | NA |
| Hanover Insurance | 140.97 | 5,202 | 5,877 | 1.1 | 1.1 | NA | NA | 13.6 | 12.9 | 1.7 | NA | NA | NA | NA | NA | 59.1 |
| Mercury General | 59.32 | 3,285 | 3,279 | 0.8 | 0.8 | NA | NA | 17.7 | NM | NM | NA | NA | NA | NA | NA | NA |
| Horace Mann | 40.84 | 1,719 | 2,105 | 1.5 | NA | NA | NA | 12.2 | 11.5 | NM | NM | NA | NA | NA | NA | NA |
| Safety Insurance | 83.01 | 1,252 | 1,199 | NA | NA | NA | NA | 18.9 | 17.7 | NM | NA | NA | NA | NA | NA | NA |
| **Median** | | | | **1.2x** | **1.1x** | **NA** | **NA** | **17.7x** | **15.2x** | **1.7x** | | | | | | |



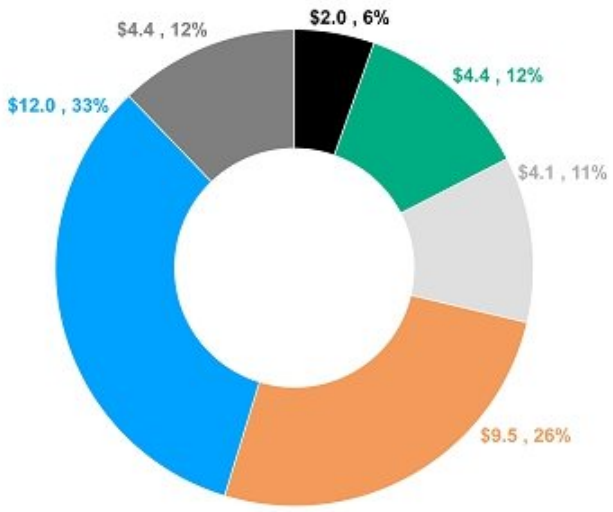
Source: FactSet, SNL, company filings, equity research. Note: Market data as of 8/16/2021. [1] Represents latest share price multiplied by diluted shares outstanding for public companies. [2] Calculated as market capitalization plus net debt, pro forma for capital raises for Kinsale or pending acquisitions per management commentary and analyst research estimates for public companies. [3] Analyst estimates for public companies. [4] For "Distribution" companies, represents analyst estimates adjusted for projected amortization. [5] Represents 2023E P/E multiple divided by 2021E-2023E Earnings CAGR. [6] Hagerty 2022E EBITDA excludes $30mm of operating expenses related to infrastructure scaling investments (see Pg. 34)

## Reconciliation of non-GAAP metrics - EBITDA

| ($mm) | 2020 | 2021E | 2022E | 2023E | 2024E | 2025E |
|---|---|---|---|---|---|---|
| Insurance and affinity revenue | $463 | $581 | $790 | $1,028 | $1,249 | $1,503 |
| Membership revenue | 37 | 45 | 63 | 86 | 108 | 124 |
| Total revenue (GAAP) | $500 | $626 | $853 | $1,114 | $1,357 | $1,627 |
| Income Before Taxes | $15 | $12 | $39 | $117 | $185 | $268 |
| Interest expense | 2 | 4 | 2 | 2 | 2 | 2 |
| Depreciation | 9 | 18 | 40 | 49 | 50 | 48 |
| Amortization | 3 | 5 | 3 | 3 | 4 | 3 |
| EBITDA | $28 | $38 | $85 | $172 | $240 | $322 |
| Certain operating expense investments | – | $36 | $36 | – | – | – |
| EBITDA excluding operating expenses supporting new partnerships | $28 | $74 | $121 | $172 | $240 | $322 |
| EBITDA margin | 6% | 6% | 10% | 15% | 18% | 20% |
| EBITDA margin excluding operating expenses supporting new partnerships | 6% | 12% | 14% | 15% | 18% | 20% |

## Operating expense supporting new partnerships

2021E breakdown ($mm)




Total: $36mm

Summary

- **New partnership leaders / transformation management ($2.0mm)**
- **Increase in sales professionals / marketing ($4.4mm)**
- **Increase in service professionals ($4.1mm)**
- **Increase in technology professionals - outsourced ($9.5mm)**
- **Increase in technology professionals - Hagerty ($12.0mm)**
- **Increase in hardware / software spend ($4.4mm)**

## Hagerty 6/30/21 balance sheet summary

| Hagerty capitalization ($mm) | 6/30/21 PF for Aldel Transaction | |
|---|---|---|
| Cash & cash equivalents[1] | $306 | |
| Debt outstanding | 86 | |
| Market value of equity | 3,354 | |
| Implied firm value | $3,134 | |

| Memo: Select balance sheet items ($mm) | 6/30/21 | Description |
|---|---|---|
| Restricted cash and cash equivalents | $296 | Reinsurance company assets / customer funds |
| Provisions for unpaid claims | 91 | Loss reserves |
| Unearned premiums | 169 | Premiums collected upfront but earned over the year |
| Due to insurers | 97 | Contractual arrangements with carriers |
| Equity | 120 | "Capital-lite" model leverages third party carriers |

## Hagerty consolidated income statements

| ($mm) | 2018FY | 2019FY | 2020FY |
|---|---|---|---|
| **Revenues:** | | | |
| Commission and fee revenue | $174 | $202 | $236 |
| Earned premium | 97 | 157 | 221 |
| Membership and other revenue | 30 | 38 | 43 |
| **Total revenues** | **$302** | **$397** | **$500** |
| **Operating expenses:** | | | |
| Salaries and benefits | $97 | $114 | $138 |
| Ceding commission | 47 | 76 | 106 |
| Losses and loss adjustment expenses | 41 | 64 | 91 |
| Sales expense | 70 | 84 | 86 |
| General and administrative services | 31 | 39 | 51 |
| Depreciation and amortization | 8 | 9 | 12 |
| **Total operating expenses** | **$293** | **$386** | **$484** |
| **Operating income** | **$9** | **$11** | **$16** |
| Other (expense) income | (0) | 1 | (1) |
| **Income before income tax expense** | **$9** | **$11** | **$15** |
| Income tax expense | 0 | 7 | 5 |
| **Net income** | **$8** | **$4** | **$10** |

# Hagerty consolidated balance sheets

| Assets ($mm) | 12/31/19 | 12/31/20 |
|---|---|---|
| **Current assets:** | | |
| Cash and cash equivalents | $22 | $38 |
| Restricted cash and cash equivalents | 199 | 261 |
| Accounts receivable | 20 | 34 |
| Premiums receivable | 42 | 53 |
| Commission receivable | 46 | 56 |
| Prepaid expenses and other assets | 11 | 15 |
| Deferred acquisition costs—net | 47 | 59 |
| **Total current assets** | **$388** | **$513** |
| Property and equipment—Net | $16 | $26 |
| Long-term assets: | | |
| Prepaid expenses and other assets | $18 | $20 |
| Intangible assets—net | 17 | 47 |
| Goodwill | 4 | 5 |
| **Total long-term assets** | **$39** | **$72** |
| **Total assets** | **$443** | **$611** |

| Liabilities and equity ($mm) | 12/31/19 | 12/31/20 |
|---|---|---|
| **Current liabilities:** | | |
| Accounts payable | $7 | $12 |
| Losses payable | 17 | 22 |
| Provision for unpaid loss and loss adjustment expenses | 33 | 55 |
| Unearned premiums | 99 | 125 |
| Commissions payable | 36 | 44 |
| Due to insurers | 40 | 49 |
| Advanced premiums | 12 | 14 |
| Accrued expenses | 28 | 38 |
| Deferred tax liability | 6 | 7 |
| Contract liabilities | 17 | 20 |
| Other current liabilities | 1 | 2 |
| **Total current liabilities** | **$295** | **$385** |
| **Long-term liabilities:** | | |
| Accrued expenses | $6 | $15 |
| Contract liabilities | – | 20 |
| Long-term debt | 26 | 69 |
| Other long-term liabilities | 5 | 5 |
| Total long-term liabilities | $37 | $109 |
| **Total liabilities** | **$333** | **$493** |
| **Equity:** | | |
| Members' equity (Shares authorized 100,000; issued and outstanding 100,000) | $113 | $119 |
| Accumulated other comprehensive loss | (3) | (2) |
| Total members' equity | 110 | 117 |
| Non-controlling interest | – | 0 |
| Total equity | 110 | 117 |
| **Total liabilities and equity** | **$443** | **$611** |



Note: Numbers may not sum due to rounding

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# Hagerty consolidated statements of cash flows

| ($mm)$ | 2018FY | 2019FY | 2020FY |
|---|---|---|---|
| **Operating activities:** | | | |
| **Net income** | **$8** | **$4** | **$10** |
| Adjustments to reconcile net income to net cash from operating activities: | | | |
| Depreciation and amortization expense | $8 | $9 | $12 |
| Provision for deferred taxes | - | 6 | 1 |
| Loss (gain) on disposals of equipment, software, and other assets | 0 | (0) | 3 |
| Other | 0 | 1 | 1 |
| Accounts receivable | (5) | (10) | (14) |
| Premiums receivable | (9) | (17) | (10) |
| Due from member | 8 | - | - |
| Commission receivable | (5) | (4) | (8) |
| Prepaid expenses and other assets | (10) | (8) | (9) |
| Deferred acquisition costs | (9) | (19) | (12) |
| Accounts payable | (0) | 0 | 5 |
| Losses payable | 5 | 5 | 5 |
| Provision for unpaid losses and loss adjustment expense | 11 | 14 | 22 |
| Unearned premiums | 20 | 41 | 26 |
| Commissions payable | 8 | 15 | 8 |
| Due to insurers | 5 | 5 | 9 |
| Advanced premiums | 2 | 2 | 2 |
| Accrued expenses | 7 | 4 | 13 |
| Contract liabilities | 2 | 3 | 22 |
| Other current liabilities | 1 | 0 | (1) |
| **Net cash from operating activities** | **$46** | **$50** | **$85** |

| | 2018FY | 2019FY | 2020FY |
|---|---|---|---|
| **Investing activities:** | | | |
| Purchases of property and equipment and software | ($8) | ($9) | ($38) |
| Business combinations and asset acquisitions —net of cash acquired | - | (11) | (9) |
| Purchase of other assets | (1) | (0) | (0) |
| Proceeds from sale of intangible assets | - | - | 0 |
| Proceeds from sale of property and equipment | 0 | 0 | 0 |
| **Net cash used in investing activities** | **($8)** | **($21)** | **($47)** |
| **Financing activities:** | | | |
| Payments on long-term debt | $0 | ($75) | ($29) |
| Proceeds from long-term debt | 10 | 26 | 73 |
| Repayments of notes receivable related parties | (0) | (0) | 0 |
| Contribution from minority interest | - | - | 0 |
| Contributions from members | 2 | - | 0 |
| Distributions to members | - | - | (4) |
| Debt issuance costs | - | - | (0) |
| Newly issued units less transaction costs | 0 | 89 | 0 |
| **Net cash from financing activities** | **12** | **40** | **40** |
| Effect of foreign currency exchange rates on cash | (1) | 0 | 1 |
| **Net increase in cash, cash equivalents and restricted cash and cash equivalents** | **$49** | **$69** | **$78** |



Note: Numbers may not sum due to rounding

## Summary of risks

Investing in our common stock involves a high degree of risk. You should carefully consider the risk factors on the following slides, which will apply to our business and operations following the completion of the Business Combination, together with the other information included in our Form S-4 Registration Statement filed with the Securities and Exchange Commission. These risk factors are not exhaustive and investors are encouraged to perform their own investigation with respect to the business, prospects, financial condition and operating results of Aldel and Hagerty. We may face additional risks and uncertainties that are not presently known to us, or that we currently deem immaterial, which may also impair our business, prospects, financial condition or operating results. The following discussion should be read in conjunction with our financial statements and the consolidated financial statements of Hagerty and notes to the consolidated financial statements included in the Form S-4 Registration Statement.

## General Risks Related to Hagerty's Business

- Hagerty's future growth and profitability may be affected by new entrants into the market or current competitors developing preferred offerings.
- As of June 2021, a large percentage of Hagerty's products and services are distributed through a few relationships and the loss of business provided by any one of them could have an adverse effect on the company.
- Hagerty may not be able to prevent, monitor, or detect fraudulent activity, including transactions with insurance policies or payments of claims.
- Hagerty has experienced significant member growth over the past several years, and the company's continued business and revenue growth are dependent on its ability to continuously attract and retain members and the company cannot be sure they will be successful in these efforts, or that member retention levels will not materially decline.
- Some of Hagerty's membership products are newer and have limited operating history, which makes it difficult to forecast operating results. Hagerty may not show profitability from these newer products as quickly as the company anticipates or at all.
- Hagerty is subject to payment processing risks which could adversely affect the company's results of operations.
- Future acquisitions or investments contain inherent strategic, execution, and compliance risks that could disrupt Hagerty's business and harm the company's financial condition.
- Hagerty may not find suitable acquisition candidates or new ventures in the future.

## Risks Related to Hagerty's Insurance Services

- The insurance products that Hagerty develops and sells for our underwriting carriers are subject to regulatory approval, and Hagerty may incur significant expenses in connection with the development and filing of new products before revenue is generated from new products.
- As a managing general agency/underwriter, Hagerty operates in a highly regulated environment for the company's insurance product distribution and face risks associated with compliance requirements, some of which cause Hagerty to make judgment calls that could have an adverse effect on the company.
- A regulatory environment that requires rate increases to be approved and that can dictate underwriting and pricing and mandate participation in loss sharing arrangements may adversely affect the company's results of operations and financial condition.
- Hagerty relies on external data and the company's digital platform to collect and evaluate information that the company utilizes in producing, pricing, and underwriting insurance policies (in accordance with the rates, rules, and forms filed with regulators, where required), managing claims and customer support, and improving business processes. Any future legal or regulatory requirements that might restrict the company's ability to collect or utilize this data could potentially have an adverse effect on the company's business, financial condition, and prospects.
- The underwriting companies that Hagerty works with, and Hagerty's insurance agencies, are periodically subject to examinations and audits by insurance regulators, which could result in adverse findings, enforcement actions, require payments of fines or penalties, and necessitate remedial actions.
- The insurance business, including the market for property and casualty insurance, is historically cyclical in nature, and there may be periods with excess underwriting capacity and unfavorable premium rates, which could adversely affect Hagerty's business.
- The reinsurance that HagertyRe purchases to protect against catastrophic and large losses may be unavailable at current coverage terms, limits, or pricing.
- Catastrophe and excess of loss reinsurance that HagertyRe currently purchases may be unavailable at current coverage terms, limits, or pricing.
- Reinsurance subjects HagertyRe to counterparty risk where reinsurers fail to pay or timely pay claims due to insolvency or otherwise fail to honor their obligations.
- Unexpected changes in the interpretation of coverage or provisions, including loss limitations and exclusions, in the insurance policies Hagerty sells and services could have a material adverse effect on the company's financial condition and operation.
- Unexpected increases in the frequency or severity of claims may adversely affect Hagerty's operations and financial condition.
- Severe weather events, catastrophes, and unnatural events are unpredictable, and Hagerty may experience losses or disruptions from these events.

## Legal, Regulatory and Political Risks

- The legal and regulatory requirements applicable to Hagerty's business are extensive. If the company is not able to comply, it could have an adverse effect on the company. Extensive regulation and potential further restrictive regulation could increase Hagerty's operating costs and limit the company's growth.
- New legislation or legal requirements impacting the internet and the applicable use of mobile applications may affect how Hagerty communicates with customers and could have an adverse effect on the company's business model, financial condition, and operations.
- Future regulatory changes could limit or impact Hagerty's business model.
- Hagerty's intellectual property rights are extremely valuable and if they are not properly protected, the company's products, services, and brand could be adversely impacted.
- New legislation or legal requirements impacting the use of petroleum-based and/or supporting autonomous vehicles could significantly challenge and impact Hagerty's core insurance model and company purpose.

## Risks Related to an Investment in Hagerty

- Following the consummation of the Business Combination, Hagerty will incur significant increased expenses and administrative burdens as a public company, which could negatively impact its business, financial condition and results of operations.
- Hagerty's failure to timely and effectively implement controls and procedures required by Section 404(a) of the Sarbanes-Oxley Act that will be applicable to the company after the Business Combination is consummated could negatively impact its business.
- Hagerty will qualify as an "emerging growth company" within the meaning of the Securities Act, and if the company takes advantage of certain exemptions from disclosure requirements available to emerging growth companies, it could make Hagerty's securities less attractive to investors and may make it more difficult to compare Hagerty's performance to the performance of other public companies.
- Hagerty's business and operations could be negatively affected if it becomes subject to any securities litigation or shareholder activism, which could cause Hagerty to incur significant expense, hinder execution of business and growth strategy and impact its stock price.
- Because Hagerty does not anticipate paying any cash dividends in the foreseeable future, capital appreciation, if any, would be your sole source of gain.
- Future offerings of debt or offerings or issuances of equity securities by Hagerty may adversely affect the market price of Hagerty's Common Stock or otherwise dilute all other stockholders.
- Hagerty will qualify as, and intends to elect to be treated as, a "controlled company" within the meaning of the NYSE listing standards and, as a result, the company's stockholders may not have certain corporate governance protections that are available to stockholders of companies that are not controlled companies.
- The dual class structure of Hagerty's common stock may adversely affect the trading market for its Class A common stock following the closing of the transaction.
- The dual class structure of Hagerty's common stock will have the effect of concentrating voting power with the Hagerty's Equityholders, which will limit your ability to influence the outcome of important transactions, including a change in control.
- Pursuant to the Tax Receivable Agreement, Hagerty may be required to pay Hagerty Equityholders for certain tax benefits, which amounts could be substantial.

# Never Stop Driving



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