FORM 8-K

Current report filing

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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

Date of Report (Date of earliest event reported)
December 2, 2021

HAGERTY, 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.)

121 Drivers Edge
Traverse City, Michigan 49684
(Address of Principal Executive Offices) (Zip Code)

(800) 922-4050
Registrant's telephone number, including area code:

(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act

☐ 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**

Class A common stock, par value $0.0001 per share	HGTY	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	HGTY.WS	The New York Stock Exchange

INTRODUCTORY NOTE

On December 2, 2021 (the "**Closing Date**"), Hagerty, Inc., a Delaware corporation (formerly known as Aldel Financial Inc.) (prior to the Effective Time (as defined below), "**Aldel**" and after the Effective Time, the "**Company**"), consummated the previously-announced business combination pursuant to that certain Business Combination Agreement, dated as of August 17, 2021 (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**").

Pursuant to the terms of the Business Combination Agreement, (a) Merger Sub was merged with and into Hagerty (the "**Business Combination**"), whereupon the separate limited liability company existence of Merger Sub ceased to exist, and Hagerty is the surviving company (Hagerty following the Business Combination is sometimes hereinafter referred to as the "**OpCo**") and will continue its existence under the Delaware Limited Liability Company Act (the "**LLC Act**") and (b) the existing limited liability company agreement of Hagerty was amended and restated, to, among other things, make the Company a member of the OpCo. The effective time of the Business Combination on the Closing Date is referred to as the "**Effective Time**." As a result of the Business Combination, the Company is a publicly traded reporting company in an "Up-C" structure.

A description of the Business Combination and the material provisions of the Business Combination Agreement is included in Aldel's definitive proxy statement filed with the Securities and Exchange Commission (the "**SEC**") on November 10, 2021 (as amended, the "**Proxy Statement**") in the section entitled "The Business Combination Agreement" beginning on page 124, which is incorporated by reference herein.

In connection with the Business Combination Agreement, Aldel entered into Subscription Agreements on August 17, 2021 (collectively, the "**Subscription Agreements**"), with certain accredited investors or qualified institutional buyers (each, a "**Subscriber**"). Pursuant to the Subscription Agreements, the Subscribers agreed to purchase from the Company an aggregate of 70,385,000 shares of Aldel's Class A common stock (the "**PIPE Shares**") and an aggregate of 12,669,300 warrants to purchase shares of Aldel's Class A common stock (the "**PIPE Warrants**" and, together with the PIPE Shares, the "**PIPE Securities**"), for an aggregate purchase price of $703,850,000 (the "**PIPE Financing**"). Pursuant to the Subscription Agreements, the Company gave certain registration rights to the Subscribers with respect to the PIPE Securities, other than those Subscribers who, after the Closing, will hold in excess of 10% of the issued and outstanding common stock of the Company (such PIPE Financing investors, the "**Significant Subscribers**"). The registration rights for the Significant Subscribers are as set forth in an amended and restated registration rights agreement dated August 17, 2021. The sale of the PIPE Securities was consummated concurrently with the Closing.

A description of the Subscription Agreements is included in the Proxy Statement in the section entitled "Related Agreements—PIPE Subscription Agreements" beginning on page 130, which is incorporated herein by reference.

In connection with the Closing, the registrant changed its name from Aldel Financial Inc. to Hagerty, Inc.

The foregoing description of each of the Business Combination Agreement and the Subscription Agreements, including the description of each in the Proxy Statement referenced above, is a summary only and is qualified in its entirety by reference to the Business Combination Agreement, a copy of which is attached hereto as Exhibit 2.1, and the Subscription Agreements, a copy of the form of which is attached hereto as Exhibit 10.1, each of which is incorporated herein by reference.

Item 1.01 Entry into a Material Definitive Agreement

Indemnification Agreements

On the Closing Date, the Company entered into indemnification agreements with each of its directors and executive officers. These indemnification agreements require the Company to indemnify its directors and executive officers for certain expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of their services as one of the Company's directors or executive officers or any other company or enterprise to which the person provides services at the Company's request.

The foregoing description of the indemnification agreements is qualified in its entirety by the full text of the form of indemnification agreement, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Tax Receivable Agreement

On the Closing Date, in connection with the Business Combination, the Company, Hagerty Holding Corp. ("**HHC**") and Markel Corporation ("**Markel**") entered into a Tax Receivable Agreement (the "**Tax Receivable Agreement**"). The Tax Receivable Agreement is described in greater detail in the section of the Proxy Statement entitled "The Business Combination Proposal – Related Agreements - Tax Receivable Agreement" beginning on page 133 of the Proxy Statement, which is incorporated herein by reference.

The above description of the Tax Receivable Agreement, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by the full text of the Tax Receivable Agreement, which is included herein as Exhibit 10.3 and is incorporated herein by reference.

Lock-up Agreement

On the Closing Date, in connection with the Business Combination, Markel and HHC entered into a lock-up agreement (the "**Lock-up Agreement**") with the Company. The Lock-up Agreement is described in greater detail in the section of the Proxy Statement entitled "The Business Combination Proposal – Related Agreements – Lock-up Agreement" beginning on page 134 of the Proxy Statement, which is incorporated herein by reference.

The above description of the Lock-up Agreement, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by the full text of the Lock-up Agreement, which is included herein as Exhibit 10.4 and is incorporated herein by reference.

Amended and Restated LLC Agreement

On the Closing Date, in connection with the Business Combination, the existing limited liability company agreement of Hagerty was amended and restated in the form of a Fourth Amended and Restated Limited Liability Company Agreement (the "**LLC Agreement**"), to, among other things, admit the Company as a member of the OpCo. The LLC Agreement is described in greater detail in the section of the Proxy Statement entitled "The Business Combination Proposal – Related Agreements – Amended and Restated LLC Agreement" beginning on page 135 of the Proxy Statement, which is incorporated herein by reference.

The above description of the LLC Agreement, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by the full text of the LLC Agreement, which is included herein as Exhibit 10.5 and is incorporated herein by reference.

Sponsor Warrant Lock-up Agreement

On the Closing Date, in connection with the Business Combination, Aldel Investors LLC and FG SPAC Partners, LP entered into a lock-up agreement (the "**Sponsor Warrant Lock-up Agreement**") with the Company. The Sponsor Warrant Lock-up Agreement is described in greater detail in the section of the Proxy Statement entitled "The Business Combination Proposal – Related Agreements – Sponsor Warrant Lock-up Agreement" beginning on page 135 of the Proxy Statement, which is incorporated herein by reference.

The above description of the Sponsor Warrant Lock-up Agreement, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by the full text of the Sponsor Warrant Lock-up Agreement, which is included herein as Exhibit 10.6 and is incorporated herein by reference.

Exchange Agreement

On the Closing Date, in connection with the Business Combination, Markel, HHC, the OpCo and the Company entered 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 OpCo Units (as defined below in Item 2.01) and Class V Common Stock (as defined below in Item 2.01) of the Company for, at the option of the Company, shares of Class A common stock of the Company or cash. The Exchange Agreement is described in greater detail in the section of the Proxy Statement entitled "The Business Combination Proposal – Related Agreements – Exchange Agreement" beginning on page 135 of the Proxy Statement, which is incorporated herein by reference.

The above description of the Exchange Agreement, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by the full text of the Exchange Agreement, which is included herein as Exhibit 10.7 and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets

The disclosure set forth in the "Introductory Note" above is incorporated into this Item 2.01 by reference.

The Business Combination was approved by Aldel's stockholders at a special meeting of Aldel's stockholders held on December 1, 2021 (the "**Special Meeting**"). At the Special Meeting, 11,338,744 shares of Aldel Common Stock were voted in favor of the proposal to approve the Business Combination, 300,950 shares of Aldel Common Stock were voted against the proposal and 210 shares of Aldel Common Stock abstained from voting on the proposal. In connection with the Closing, 3,005,034 shares of Aldel Common Stock were redeemed at a per share price of approximately $10.10. The Business Combination was completed on December 2, 2021.

In connection with the consummation of the Business Combination:

- all of the existing limited liability company interests of Hagerty held by HHC were converted into the right to receive (1) $489.7 million in cash and (2) 176,033,906 limited liability company units in the OpCo (the "**OpCo Units**") and 176,033,906 shares of Class V common stock of the Company ("**Class V Common Stock**");
- all of the existing limited liability company interests of Hagerty held by Markel were converted into the right to receive 75,000,000 OpCo Units and 75,000,000 shares of Class V Common Stock; and
- all of the 2,875,000 outstanding shares of Aldel's Class B Common Stock (the "**Founder Shares**"), were converted into shares of Class A common stock of the Company ("**Class A Common Stock**") on a one-for-one basis.

As of the Closing Date and following the completion of the Business Combination and the sale of the PIPE Securities, the Company had the following outstanding securities:

- 82,327,466 shares of Class A Common Stock;
- 251,033,906 shares of Class V Common Stock;
- 12,669,300 PIPE Warrants, each exercisable for one share of Class A Common Stock at a price of $11.50 per share;

- 5,750,000 public warrants, each exercisable for one share of Class A Common Stock at a price of $11.50 per share;
- 286,250 private warrants, each exercisable for one share of Class A Common Stock at a price of $11.50 per share; and
- 1,300,000 private OTM warrants, each exercisable for one share of Class A Common Stock at a price of $15.00 per share.

FORM 10 INFORMATION

Item 2.01(f) of Form 8-K states that if the registrant was a shell company, which the Company was immediately before the Business Combination, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. Accordingly, the Company is providing below the information that would be included in a Form 10 if it were to file a Form 10. Please note that the information provided below relates to the combined company after the consummation of the Business Combination, unless otherwise specifically indicated or the context otherwise requires. After the Closing, the Company became a holding company whose only assets consist of equity interests in Hagerty.

Cautionary Note Regarding Forward-Looking Statements

The Company makes forward-looking statements in this Current Report on Form 8-K. All statements, other than statements of present or historical fact included in or incorporated by reference in this Current Report on Form 8-K, regarding the Company's future financial performance, as well as the Company's strategy, future operations, financial position, estimated revenues, and losses, projected costs, prospects, plans and objectives of management are forward-looking statements. When used in this Current Report on Form 8-K, the words "could," "should," "will," "may," "believe," "anticipate," "intend," "estimate," "expect," "project," the negative of such terms and other similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. These forward-looking statements are based on management's current expectations and assumptions about future events and are based on currently available information as to the outcome and timing of future events. The Company cautions you that these forward-looking statements are subject to all of the risks and uncertainties, most of which are difficult to predict and many of which are beyond the control of the Company, incident to its business.

These forward-looking statements are based on information available as of the date of this Current Report on Form 8-K, and current expectations, forecasts and assumptions, and involve a number of risks and uncertainties. Accordingly, forward-looking statements should not be relied upon as representing the Company's views as of any subsequent date, and the Company does not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

As a result of a number of known and unknown risks and uncertainties, the Company's actual results or performance may be materially different from those expressed or implied by these forward-looking statements. Some factors that could cause actual results to differ include:

- the Company's ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition and the ability of the Company to grow and manage growth profitability following the Closing;
- the future financial performance of the Company following the Business Combination;
- new entrants into the market or current competitors of the Company developing preferred offerings;
- loss of one or more of Hagerty's distribution partners;
- the Company's inability to prevent, monitor, or detect fraudulent activity, including transactions with insurance policies or payments of claims;
- the Company's ability to attract and retain members;

- the Company's ability to prevent cyberattacks or breaches of data security;
- regulatory changes affecting the Company;
- the cyclical nature of the Company's insurance business;
- unexpected increases in the frequency or severity of insurance claims against the Company; and
- other risks and uncertainties set forth in the Proxy Statement in the section titled "Risk Factors" beginning on page 40 of the Proxy Statement, which is incorporated herein by reference.

Business and Properties

The business and properties of Aldel and Hagerty prior to the Business Combination are described in the Proxy Statement in the sections entitled "Information About Aldel" beginning on page 163 and "Information About Hagerty" beginning on page 188, which are incorporated herein by reference.

Risk Factors

The risks associated with the Company's business are described in the Proxy Statement in the section entitled "Risk Factors" beginning on page 40, which is incorporated herein by reference.

Financial Information

Selected Historical Financial Information

The selected historical financial information of Hagerty for the years ended December 31, 2020, December 31, 2019 and December 31, 2018 is included in the Proxy Statement in the section entitled "Selected Historical Consolidated Financial Information of Hagerty" beginning on page 38, which are incorporated herein by reference.

Audited and Unaudited Financial Statements

The unaudited condensed financial statements as of and for the nine months ended September 30, 2021 and 2020 of Hagerty have been prepared in accordance with U.S. generally accepted accounting principles and pursuant to the regulations of the SEC are included as Exhibit 99.1 hereto and are incorporated herein by reference.

The unaudited condensed financial statements of Hagerty should be read in conjunction with the historical audited financial statements of Hagerty as of December 31, 2020 and 2019 and for the years ended December 31, 2020, 2019 and 2018 and the related notes included in the Proxy Statement beginning on page F-31 of the Proxy Statement, which are incorporated herein by reference.

The unaudited financial statements for Aldel as of and for the three and nine months ended September 30, 2021 and September 30, 2020, are included in Item 1 of Aldel's Quarterly Report on Form 10-Q, filed with the SEC on November 12, 2021, and are incorporated herein by reference.

The unaudited financial statements of Aldel should be read in conjunction with the historical audited financial statements of Aldel for the period from December 23, 2020 (inception) to December 31, 2020 and as of December 31, 2020 and the related notes included in the Proxy Statement beginning on page F-2 of the Proxy Statement, which are incorporated herein by reference.

Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined financial information of the Company as of and for the nine months ended September 30, 2021 and for the year ended December 31, 2020 are included as Exhibit 99.2 hereto and are incorporated herein by reference.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's discussion and analysis of the financial condition and results of operation prior to the Merger is included in the Proxy Statement in the sections entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations of Aldel" beginning on page 180 and "Management's Discussion and Analysis of Financial Condition and Results of Operations of Hagerty" beginning on page 212, which are incorporated herein by reference.

Management's discussion and analysis of the financial condition and results of operation of Aldel for the three and nine month periods ended September 30, 2021 is included in Item 2 of Aldel's Quarterly Report on Form 10-Q, filed with the SEC on November 12, 2021, and is incorporated herein by reference.

Management's discussion and analysis of the financial condition and results of operation of Hagerty for the nine month periods ended September 30, 2021 is included as Exhibit 99.3 hereto and is incorporated herein by reference.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information known to the Company regarding the beneficial ownership of the Company's common stock as of December 2, 2021, after giving effect to the Closing, by:

- each person who is known by the Company to be the beneficial owner of more than five percent (5%) of the outstanding shares of any class of the Company's common stock;
- each current executive officer and director of the Company; and
- all current executive officers and directors of the Company, as a group.

Beneficial ownership for the purposes of the following table is determined in accordance with the rules and regulations of the SEC. A person is a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of the security, or "investment power", which includes the power to dispose of or to direct the disposition of the security or has the right to acquire such powers within 60 days.

The beneficial ownership percentages set forth in the table below are based on 333,361,372 shares of the Company's Class A Common Stock and Class V Common Stock (together, "**Common Stock**") issued and outstanding as of December 2, 2021.

Unless otherwise noted in the footnotes to the following table, and subject to applicable community property laws, the persons and entities named in the table have sole voting and investment power with respect to their beneficially owned common stock.

Name of Beneficial Owners[(1)]	**Number of Shares of Common Stock Beneficially Owned**	**Percentage of Outstanding Common Stock**
5% Stockholders:		
Hagerty Holding Corp.[(2)(3)]	176,033,906	52.8%
Markel Corporation [(3)(4)]	78,540,000	23.5%
State Farm Mutual Automobile Insurance Company[(3)(5)]	59,000,000	17.2%
Executive Officers and Directors:		

Michael E. Angelina	-	
F. Michael Crowley	-	
McKeel O Hagerty[6]	50,978,823	15.3%
Laurie L. Harris	-	
Robert I. Kauffman[7]	7,507,500	2.2%
Sabrina Kay	-	
Mika Salmi	-	
William H. Swanson	-	
Michael L. Tipsord	-	
Frederick J. Turcotte	-	
Kelly Smith	-	
Collette Champagne	-	
Barbara E. Matthews	-	
John Butcher	-	
Paul E. Rehrig	-	
All Directors and Executive Officers of Combined Entity as a group (15 individuals)	58,486,323	17.5%

(1) Unless otherwise indicated, the business address of each of the individuals is c/o Hagerty, Inc., 121 Drivers Edge, Traverse City, MI 49684.

(2) Consists of 176,033,906 shares of Class V Common Stock and an equal number of OpCo Units issued to Hagerty Holding Corp. ("HHC") in the Business Combination. A share of Class V Common Stock and a unit of OpCo are exchangeable into shares of Class A Common Stock on a one-for-one basis pursuant to that certain Exchange Agreement. HHC is owned by members of the Hagerty family, including McKeel Hagerty, Hagerty's Chief Executive Officer, Tammy Hagerty, the sister of McKeel Hagerty, and the Kim Hagerty Revocable Trust, a trust for the benefit of Kim Hagerty's estate. The shareholders of HHC have the authority over the disposition and voting of the shares of Class V Common Stock held by HHC. Each of McKeel Hagerty, Tammy Hagerty and The Goldman Sachs Trust Company, N.A., as the trustee for the Kim Hagerty Revocable Trust, have voting power on matters submitted to the shareholders of HHC, and except in limited circumstances, decisions to vote or dispose of the shares of Class A Common Stock will be made by a majority vote of the three voting shareholders. In addition, following the date that is three years after the closing of the Business Combination, any of McKeel Hagerty, Tammy Hagerty or the Kim Hagerty Revocable Trust may require HHC to exchange Class V Common Stock and OpCo Units for Class A Common Stock in an amount up to 2% of the fully-diluted outstanding shares of Class A Common Stock then outstanding; provided, that, in no event shall HHC be required to exchange such interests if, prior to the 15th anniversary of the closing of the Business Combination, as a result of the exchange, HHC would cease to hold at least 55% of the voting power of Hagerty. Also, in the event that either of McKeel Hagerty or Tammy Hagerty dies, the estate of the deceased HHC shareholder may cause HHC to exchange Class V Common Stock and OpCo Units in an amount necessary to cover the estate obligations of the deceased stockholder's estate after taking into account certain other resources available to the estate, including the amount of any life insurance proceeds received by the estate. As a result of these rights and the relative ownership of each of the three principal shareholders of HHC, McKeel Hagerty may be deemed to be the beneficial owner of 50,978,823 shares of Class A Common Stock, the Kim Hagerty Revocable Trust may be deemed to be the beneficial owner of 44,439,894 shares of Class A Common Stock, and Tammy Hagerty may be deemed to be the beneficial owner of 57,889,514 shares of Class A Common Stock. HHC's principal business address is 121 Drivers Edge, Traverse City, MI 49684.

(3) The Company, HHC, Markel Corporation ("Markel") and State Farm Mutual Automobile Insurance Company ("State Farm") are parties to an Investor Rights Agreement, dated August 17, 2021 and effective at the closing of the Business Combination. Pursuant to the Investor Rights Agreement, among other things: (a) HHC will have the right to nominate (1) two directors for election by the stockholders of the Company for so long as HHC and its permitted transferees hold 50% of the common stock of the Company that it owns as of the closing of the Business Combination and (2) one director for election by the stockholders of the Company for so long as HHC and its permitted transferees hold 25% of the common stock of the Company that it owns as of the closing of the Business Combination; (b) Markel will have the right to nominate one director for election by the stockholders of the Company for so long as Markel and its permitted transferees hold 50% of the common stock of the Company that it owns as of the closing of the Business Combination; and (c) State Farm will have the right to nominate one director for election by the stockholders of the Company for so long as State Farm and its permitted transferees hold 50% of the common stock of the Company that it owns as of the closing of the Business Combination. Each of HHC, Markel and State Farm agreed to vote its shares of common stock in the Company in support of the director nominees submitted pursuant to the Investor Rights Agreement and against certain other actions that are contrary to the rights in the Investor Rights Agreement. By virtue of the voting agreement under the Investor Rights Agreement, each of HHC, Markel and State Farm may be deemed to be a member of a "group" for purposes of Section 13(d) of the Exchange Act. Each of HHC, Markel and State Farm has expressly disclaimed beneficial ownership of any shares of Class A

Common Stock or other securities of the Company held by the other parties that are subject to the voting agreement under the Investor Rights Agreement.

(4) Consists of 75,000,000 shares of Class V Common Stock and an equal number of OpCo Units issued to Markel Corporation in the Business Combination, 3,000,000 shares of Class A Common Stock purchased in the PIPE Financing, and 540,000 shares of Class A Common Stock which can be acquired upon the exercise of warrants. A share of Class V Common Stock and an OpCo Unit are exchangeable into shares of Class A Common Stock on a one-for-one basis pursuant to the Exchange Agreement. Markel's principal business address is 4521 Highwoods Parkway, Glen Allen, VA 23060.

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(5) Consists of 50,000,000 shares of Class A Common Stock purchased in the PIPE Financing and 9,000,000 shares of Class A Common Stock which can be acquired upon the exercise of warrants. State Farm's principal business address is One State Farm Plaza, Bloomington, IL 61710.

(6) As a result of his ownership interest in HHC and certain governance rights at HHC, Mr. Hagerty may be deemed to be the beneficial owner of 50,978,823 shares of Class A Common Stock. See footnote 2 above.

(7) Consists of (i) 25,000 shares of Class A Common Stock held by Robert I. Kauffman, (ii) 515,000 shares of Class A Common Stock underlying the Private Units held directly by Aldel Investors LLC, (iii) 2,200,000 shares of Class A Common Stock held by Aldel Investors LLC, (iv) 1,500,000 shares of Class A Common Stock underlying the public units held directly by Aldel LLC, (v) 2,000,000 shares of Class A Common Stock purchased in the PIPE Financing by Aldel LLC, (vi) 360,000 shares of Class A Common Stock which can be acquired upon the exercise of warrants held by Aldel LLC, and (vii) 907,500 shares of Class A Common Stock which can be acquired upon the exercise of warrants held by Aldel Investors LLC. Mr. Kauffman is the managing member of Aldel LLC and the manager of Aldel Investors LLC and has voting and investment power over the shares of Class A Common Stock held by Aldel LLC and Aldel Investors LLC.

Executive Compensation

The information related to executive and director compensation of Hagerty is included in the Proxy Statement in the section entitled "Executive Officer and Director Compensation of Hagerty" beginning on page 199, which is incorporated herein by reference.

Directors and Executive Officers

Information with respect to the Company's directors and executive officers immediately following the Closing is set forth in the Proxy Statement in the section entitled "Management of New Hagerty After the Business Combination" beginning on page 203 of the Proxy Statement, which is incorporated herein by reference.

Certain Relationships and Related Party Transactions

The certain relationships and related party transactions of the Company are described in the Proxy Statement in the section entitled "Certain Relationships and Related Party Transactions" beginning on page 273 of the Proxy Statement, which is incorporated herein by reference.

Legal Proceedings

Information about legal proceedings is set forth in the Proxy Statement in the Section entitled "Information About Hagerty—Legal Proceedings" on page 198 of the Proxy Statement, which is incorporated herein by reference.

Market Price of and Dividends on the Registrant's Common Stock and Related Stockholder Matters

Market Information and Holders

The Company's Class A Common Stock and warrants were historically quoted on the NYSE under the symbols "ADF" and "ADF.WS," respectively. On December 3, 2021, the Company's Class A Common Stock and warrants are expected to begin trading on the NYSE under the new trading symbols of "HGTY" and "HGTY.WS," respectively. Aldel's publicly traded units automatically separated into their component securities upon the Closing, and as a result no longer trade as a separate security and were delisted from the NYSE.

As of the Closing Date and following the completion of the Business Combination, the Company had approximately 82,327,466 shares of Class A Common Stock issued and outstanding held of record by 46 holders, and approximately 20,005,550 warrants outstanding held of record by 40 holders.

Dividends

The Company has not paid any cash dividends on the Class A Common Stock to date. The Company may retain future earnings, if any, for future operations, expansion and debt repayment and has no current plans to pay cash dividends for the foreseeable future. Any decision to declare and pay dividends in the future will be made at the discretion of the Board of Directors (the "**Board**") and will depend on, among other things, the Company's results of operations, financial condition, cash requirements, contractual restrictions and other factors that the Board may deem relevant. In addition, the Company's ability to pay dividends may be limited by covenants of any existing and future outstanding indebtedness the Company or its subsidiaries incur. The Company does not anticipate declaring any cash dividends to holders of the Class A Common Stock in the foreseeable future.

Recent Sales of Unregistered Securities

The disclosure set forth in the "Introductory Note" above is incorporated herein by reference.

The PIPE Securities issued in connection with the Subscription Agreements have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

Description of Registrant's Securities to be Registered

Common Stock

A description of the Company's Common Stock is included in the Proxy Statement in the section entitled "Description of New Hagerty's Securities After the Business Combination—Common Stock" beginning on page 250 of the Proxy Statement, which is incorporated herein by reference.

Warrants

A description of the Company's warrants is included in the Proxy Statement in the section titled "Description of New Hagerty's Securities After the Business Combination—Warrants" beginning on page 251 of the Proxy Statement, which is incorporated herein by reference.

Indemnification of Directors and Officers

The information set forth under the heading "Indemnification Agreements" in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Reference is made to the disclosure set forth under Item 4.01 of this Current Report on Form 8-K concerning the changes in certifying accountant.

Financial Statements and Supplementary Data

The information set forth under Item 9.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

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

Item 4.01 Changes in Registrant's Certifying Accountant

Change of the Company's Independent Registered Public Accounting Firm

On December 2, 2021, after the recommendation of the Audit Committee of the Board, the Board approved the engagement of Deloitte & Touche LLP ("**Deloitte**") as the Company's independent registered public accounting firm to audit the Company's consolidated financial statements for the year ended December 31, 2021. Deloitte served as the independent registered public accounting firm of Hagerty prior to the Business Combination. Accordingly, Plante & Moran, PLLC ("**Plante & Moran**"), Aldel's independent registered public accounting firm prior to the Business Combination, was informed that it would be replaced by Deloitte as the Company's independent registered public accounting firm.

Plante & Moran's report of independent registered public accounting firm, dated March 25, 2021, on Aldel's balance sheet as of December 31, 2020 and the related statements of operations, changes in shareholders' equity and cash flows for the period from December 23, 2020 (inception) through December 31, 2020 did not contain any adverse opinion or disclaimer of opinion, nor were they qualified or modified as to uncertainty, audit scope or accounting principles.

During the period from December 23, 2020 (inception) through December 31, 2020 and the subsequent period through December 2, 2021, there were no: (i) disagreements with Plante & Moran on any matter of accounting principles or practices, financial statement disclosures or audited scope or procedures, which disagreements if not resolved to Plante & Moran's satisfaction would have caused Plante & Moran to make reference to the subject matter of the disagreement in connection with its report or (ii) reportable events as defined in Item 304(a)(1)(v) of Regulation S-K.

During the period from December 23, 2020 (inception) to December 31, 2020 and the interim period through December 2, 2021, Aldel did not consult Deloitte with respect to either (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on the Company's financial statements, and no written report or oral advice was provided to Aldel by Deloitte that Deloitte concluded was an important factor considered by Aldel in reaching a decision as to the accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement, as that term is described in Item 304(a)(1)(iv) of Regulation S-K under the Exchange Act and the related instructions to Item 304 of Regulation S-K under the Exchange Act, or a reportable event, as that term is defined in Item 304(a)(1)(v) of Regulation S-K under the Exchange Act.

The Company has provided Plante & Moran with a copy of the disclosures made by the Company in response to this Item 4.01 and has requested that Plante & Moran furnish the Company with a letter addressed to the SEC stating whether it agrees with the statements made by the registrant in response to this Item 4.01 and, if not, stating the respects in which it does not agree. A letter from Plante & Moran is attached as Exhibit 16.1 to this Current Report on Form 8-K.

Item 5.01 Changes in Control of Registrant

The information set forth above under "Introductory Note" and in the section entitled "Security Ownership of Certain Beneficial Owners and Management" in Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth in the sections titled "Directors and Executive Officers" and "Certain Relationships and Related Transactions" in Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference.

2021 Equity Incentive Plan

At the Special Meeting, the Aldel stockholders considered and approved the Hagerty, Inc. 2021 Stock Incentive Plan (the "**Equity Incentive Plan**"). The Equity Incentive Plan became effective immediately upon the Closing. The Equity Incentive Plan initially makes available a maximum number of 38,317,399 shares of Class A Common Stock of the Company. The Equity Incentive Plan is described in greater detail in the section of the Proxy Statement entitled "Proposal 6 - The Equity Incentive Plan Proposal" beginning on page 151 of the Proxy Statement, which is incorporated herein by reference.

The above description of the Equity Incentive Plan, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by the full text of the Equity Incentive Plan, which is included herein as Exhibit 10.10 and is incorporated herein by reference.

2021 Employee Stock Purchase Plan

At the Special Meeting, the Aldel stockholders considered and approved the Hagerty, Inc. 2021 Employee Stock Purchase Plan (the "**ESPP**"). The ESPP became effective immediately upon the Closing. The ESPP initially makes available for sale a maximum number of 11,495,220 shares of Class A Common Stock. The ESPP is described in greater detail in the section of the Proxy Statement entitled "Proposal 7 - The Employee Stock Purchase Plan Proposal" beginning on page 158 of the Proxy Statement, which is incorporated herein by reference.

The above description of the ESPP, including the description in the Proxy Statement referenced above, does not purport to be complete and is qualified in its entirety by the full text of the ESPP, which is included herein as Exhibit 10.11 and is incorporated herein by reference.

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

At the Special Meeting, the Aldel stockholders considered and approved, among other things, Proposal No. 3-The Charter Amendment Proposal (the "**Charter Proposal**"), which is described in greater detail in the Proxy Statement beginning on page 144 of the Proxy Statement.

The Second Amended and Restated Certificate of Incorporation of the Company (the "**Certificate of Incorporation**"), which became effective upon filing with the Secretary of State of the State of Delaware on December 2, 2021, includes the amendments proposed by the Charter Proposal.

On December 2, 2021, the Board approved and adopted the Amended and Restated Bylaws of the Company (the "**Bylaws**"), which became effective as of the Effective Time.

Copies of the Certificate of Incorporation and the Bylaws are attached hereto as Exhibit 3.1 and Exhibit 3.2, respectively, and are incorporated herein by reference.

The description of the Certificate of Incorporation and the general effect of the Certificate of Incorporation and the Bylaws upon the rights of holders of the Company's capital stock are included in the Proxy Statement under the sections titled "Description of New Hagerty Securities After the Business Combination" and "Comparison of Corporate Governance and Stockholders Rights" beginning on pages 250 and 260, respectively, of the Proxy Statement, which are incorporated herein by reference.

Item 5.05 Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics

In connection with the Business Combination, on December 2, 2021, the Board approved and adopted a new Code of Ethics applicable to all employees, officers and directors of the Company, including the Company's principal executive officer, principal financial officer and principal accounting officer or controller (or persons performing similar functions to the aforementioned officers).

Item 5.06 Change in Shell Company Status

As a result of the Business Combination, which fulfilled the definition of a business combination as required by the Certificate of Incorporation of Aldel, dated December 23, 2020, and as amended on April 8, 2021, the Company ceased to be a shell company (as defined in Rule 12b-2 of the Exchange Act) as of the Closing Date. The material terms of the Business Combination are described in the Proxy Statement in the sections entitled "The Business Combination Proposal" and "The Business Combination Agreement" beginning on pages 106 and 124, respectively, of the Proxy Statement, which are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Business Acquired

The unaudited condensed financial statements of Hagerty as of and for the nine month periods ended September 30, 2021 and September 30, 2020 are included in Exhibit 99.1 hereto and are incorporated herein by reference.

The historical audited financial statements of Hagerty as of December 31, 2020 and December 31, 2019 and for the years ended December 31, 2020, 2019 and 2018 and the related notes are included in the Proxy Statement beginning on page F-31 of the Proxy Statement and are incorporated herein by reference.

The unaudited financial statements of Aldel as of and for the three and nine months ended September 30, 2021 and the related notes are included in Aldel's Quarterly Report on Form 10-Q filed on November 12, 2021, and are incorporated herein by reference.

The audited financial statements of Aldel as of and for the period from December 23, 2020 (inception) to December 31, 2020 and the related notes are included in the Proxy Statement on page F-2 of the Proxy Statement and are incorporated herein by reference.

(b) Pro Forma Financial Information

The unaudited pro forma condensed combined financial information of the Company for the year ended December 31, 2020 and as of and for the nine months ended September 30, 2021 are included in Exhibit 99.2 hereto and are incorporated herein by reference.

(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 (incorporated by reference to Exhibit 2.1 of the Company's Form 8-K (File No. 001-40244), filed with the SEC on August 18, 2021).
3.1	Second Amended and Restated Certificate of Incorporation of the Company, dated December 2, 2021.
3.2	Amended and Restated By-Laws of the Company, dated December 2, 2021.
4.1	Form of Class A Common Stock Certificate of the Company.
4.2	Form of Class V Common Stock Certificate of the Company
4.3	Form of Warrant Certificate of the Company.
4.4	Warrant Agreement, dated April 8, 2021, between Continental Stock Transfer & Trust Company and the Company (incorporated by reference to Exhibit 4.1 of the Company's Form 8-K (File No. 333-253166), filed with the SEC on April 13, 2021).
4.5	Warrant Agreement, dated December 2, 2021, between Continental Stock Transfer & Trust Company and the Company.
10.1	Form of Subscription Agreement, dated as of August 17, 2021, by and between the Company and certain institutional and accredited investors party thereto (incorporated by reference to Exhibit 10.1 of the Company's Form 8-K (File No. 001-40244), filed with the SEC on August 18, 2021).
10.2	Amended and Restated Registration Rights Agreement, dated as of August 17, 2021, among the Company, Aldel Investors LLC, FG SPAC Partners LP, ThinkEquity, a division of Fordham Financial Management, Inc., HHC, State Farm Mutual Automobile Insurance Company, Markel Corporation, and certain other parties (incorporated by reference to Exhibit 10.3 of the Company's Form 8-K (File No. 001-40244), filed with the SEC on August 18, 2021).

10.3	Investor Rights Agreement, dated as of August 17, 2021, among Hagerty Holding Corp., State Farm Mutual Automobile Insurance Company, Markel Corporation and the Company (incorporated by reference to Exhibit 10.8 of the Company's Form 8-K (File No. 001-40244), filed with the SEC on August 18, 2021).
10.4	Tax Receivable Agreement, dated as of December 2, 2021, by and between the Company, Hagerty Holding Corp. and Markel Corporation.
10.5	Lock-Up Agreement, dated as of December 2, 2021, by and between the Company, Hagerty Holding Corp. and Markel Corporation.
10.6	Fourth Amended and Restated Limited Liability Company Agreement of The Hagerty Group, LLC, dated as of December 2, 2021.
10.7	Sponsor Warrant Lock-Up Agreement, dated as of December 2, 2021, by and among the Company, Aldel Investors LLC and FG SPAC Partners, LP.
10.8	Exchange Agreement, dated as of December 2, 2021, by and among the Company, The Hagerty Group, LLC, Markel Corporation, and Hagerty Holding Corp.
10.9#	Form of Indemnification Agreement by and between the Company and its directors and officers.
10.10#	Hagerty, Inc. 2021 Equity Incentive Plan.
10.11#	Hagerty, Inc. 2021 Employee Stock Purchase Plan.
10.12#	Employment Agreement, dated as of August 16, 2021, by and between The Hagerty Group, LLC and Paul E. Rehrig.
10.13#	Employment Agreement, dated as of January 1, 2018, by and between Hagerty Holding Corp. and McKeel O Hagerty.
10.14#	Employment Agreement, dated as of March 1, 2021, by and between The Hagerty Group, LLC and Kelly Smith.
10.15#	Change of Control Severance Agreement, dated as of July 7, 2008, by and between The Hagerty Group, Inc. and Frederick J. Turcotte.
10.16+	Third Amendment to Amended and Restated Credit Agreement, dated as of October 27, 2021, among The Hagerty Group, LLC, the Lenders party hereto, and JPMorgan Chase Bank, N.A., as Administrative Agent
10.17	Third Amended and Restated Master Alliance Agreement, dated as of June 20, 2019, as amended by the First Amendment, dated as of February 5, 2021, by and between The Hagerty Group, LLC and Markel Corporation.
16.1	Letter from Plante & Moran, PLLC, dated December 2, 2021.
21.1	Subsidiaries of the Company.
99.1	Unaudited condensed consolidated financial statements of The Hagerty Group, LLC as of and for the nine month periods ended September 30, 2021 and 2020.
99.2	Unaudited pro forma condensed combined financial information of the Company as of and for the nine months ended September 30, 2021 and for the year ended December 31, 2020.
99.3	Management's discussion and analysis of the financial condition and results of operation of The Hagerty Group, LLC for the nine month periods ended September 30, 2021 and September 30, 2020.
104	Cover Page Interactive Data File (formatted as Inline XBRL).

+ The schedules and exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.

# Indicates management contract or compensatory plan or arrangement.

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.

HAGERTY, INC.

By: /s/ Barbara E. Matthews
Name: Barbara E. Matthews
SVP, General Counsel and Corporate
Title: Secretary

Date: December 8, 2021

Exhibit 3.1

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

ALDEL FINANCIAL INC.,

a Delaware corporation

Hagerty, Inc., a corporation organized and existing under the laws of the State of Delaware (the "***Corporation***"), hereby certifies as follows:

A. The name of the Corporation is Aldel Financial Inc. The Corporation's original certificate of incorporation was filed with the office of the Secretary of State of the State of Delaware on December 23, 2020. The Corporation's amended and restated certification of incorporation was filed with the office of the Secretary of State of the State of Delaware on April 8, 2021.

B. This second amended and restated certificate of incorporation (this "***Certificate of Incorporation***") was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, as amended (the "***DGCL***"), and restates and amends the provisions of the Corporation's amended and restated certificate of incorporation and has been duly approved by the written consent of the stockholders of the Corporation in accordance with Section 228 of the DGCL.

C. The text of the amended and restated certificate of incorporation of this Corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I
NAME

The name of the Corporation is Hagerty, Inc.

ARTICLE II
REGISTERED OFFICE

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

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV
CAPITAL STOCK

4.1 Authorized Capital Stock. The total number of shares of all classes of capital stock, each with a par value of $0.0001, that the Corporation is authorized to issue is 820,000,000 shares, consisting of (a) 800,000,000 shares of common stock ("***Common Stock***"), including (i) 500,000,000 shares of Class A common stock (the "***Class A Common Stock***"), and (ii) 300,000,000 shares of Class V common stock (the "***Class V Common Stock***"), and (b) 20,000,000 shares of preferred stock (the "***Preferred Stock***").

4.2 Increase or Decrease in Authorized Capital Stock. The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders

of a majority in voting power of the stock of the Corporation entitled to vote generally in the election of directors, irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), voting together as a single class, without a separate vote of the holders of the class or classes the number of authorized shares of which are being increased or decreased, unless a vote by any holders of one or more series of Preferred Stock is required by the express terms of any series of Preferred Stock as provided for or fixed pursuant to the provisions of Section 4.4 of this Certificate of Incorporation.

4.3 Common Stock.

(a) *Voting*.

(i) The holders of shares of Class A Common Stock shall be entitled to one (1) vote for each such share on each matter properly submitted to the stockholders of the Corporation on which the holders of shares of Class A Common Stock are entitled to vote. The holders of shares of Class A Common Stock shall not have cumulative voting rights. Except as otherwise required by law or this Certificate of Incorporation, and subject to the rights of the holders of shares of Class V Common Stock and Preferred Stock, if any, at any annual or special meeting of the stockholders of the Corporation, the holders of shares of Class A Common Stock shall have the right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders.

(ii) The holders of shares of Class V Common Stock shall be entitled to ten (10) votes for each such share on each matter properly submitted to the stockholders of the Corporation on which the holders of shares of Class V Common Stock are entitled to vote. The holders of shares of Class V Common Stock shall not have cumulative voting rights. Except as otherwise required by law or this Certificate of Incorporation, and subject to the rights of the holders of shares of Class A Common Stock and Preferred Stock, if any, at any annual or special meeting of the stockholders of the Corporation, the holders of shares of Class V Common Stock shall have the right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders.

(b) *Exchange of Class V Common Stock*.

(i) Voluntary Redemption. Shares of Class V Common Stock shall be exchangeable for shares of Class A Common Stock on the terms and subject to the conditions set forth in (A) the Fourth Amended and Restated Limited Liability Company Agreement of The Hagerty Group, LLC, dated as of December 2, 2021, as it may be amended from time to time in accordance with its terms (the "***LLC Agreement***"), and (B) the Exchange Agreement dated as of December 2, 2021, as it may be amended from time to time in accordance with its terms (the "***Exchange Agreement***"). The Corporation will at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of issuance upon exchange of the outstanding shares of Class V Common Stock for Class A Common Stock pursuant to the LLC Agreement and the Exchange Agreement, such number of shares of Class A Common Stock that shall be issuable upon any such exchange pursuant to the LLC Agreement and the Exchange Agreement; provided, that nothing contained herein shall be construed to preclude the Corporation from satisfying its or its affiliates' obligations in respect of any such exchange of shares of Class V Common Stock pursuant to the LLC Agreement and the Exchange Agreement by delivering (either directly or indirectly through an affiliate) to the holder of shares of Class V Common Stock upon such exchange, in lieu of newly issued shares of Class A Common Stock, cash in the amount permitted by and provided in the LLC Agreement or the Exchange Agreement, as applicable, or shares of Class A Common Stock which are held in the treasury of the Corporation. All shares of Class A Common Stock that may be issued upon any such exchange shall, upon issuance in accordance with the LLC Agreement and the Exchange Agreement, be validly issued, fully paid and non-assessable. All shares of Class V Common Stock redeemed shall be cancelled.

(ii) Termination of Voting Preference. Each one (1) share of Class V Common Stock shall automatically, without any further action, cease to be entitled to ten (10) votes and thereafter be entitled to one (1) vote for each such share on each matter properly submitted to the stockholders of the Corporation on which the holders of shares of Class V Common Stock are entitled to vote on the earlier of (A) the date that is the fifteen (15) year anniversary of the date on which this Certificate of Incorporation becomes effective under the DGCL (the "***Effective Date***") and (B) the date on which such share is Transferred other than to a Qualified Transferee.

(c) Subject to the rights of the holders of shares of Preferred Stock, the holders of shares of Class A Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the board of directors of the Corporation (the "***Board***") from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions. Dividends and other distributions shall not be declared or paid on the Class V Common Stock.

(d) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, and subject to the rights of the holders of shares of Preferred Stock in respect thereof, the holders of shares of Class A Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Class A Common Stock held by them. The holders of shares of Class V Common Stock, as such, shall not be entitled to receive any assets of the Corporation in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation. A dissolution, liquidation or winding-up of the Corporation, as such terms are used in this paragraph (d), shall not be deemed to be occasioned by or to include any consolidation or merger of the Corporation with or into any other corporation or corporations or other entity or a sale, lease, exchange or conveyance of all or a part of the assets of the Corporation.

(e) No holder of shares of Common Stock shall (in its capacity as such and without limiting any contractual rights) be entitled to preemptive or subscription rights.

4.4 Preferred Stock.

(a) The Board is expressly authorized to issue from time to time shares of Preferred Stock in one or more series pursuant to a resolution or resolutions providing for such issue duly adopted by the Board. The Board is further authorized, subject to limitations prescribed by law, to fix by resolution or resolutions and to set forth in a certification of designation filed pursuant to the DGCL the powers, designations, preferences and relative, participating, optional or other special rights, if any, and the qualifications, limitations or restrictions thereof, if any, of any wholly unissued series of Preferred Stock, including, without limitation, dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including, without limitation, sinking fund provisions), redemption price or prices and liquidation preferences of any such series, and the number of shares constituting any such series and the designation thereof, or any of the foregoing.

(b) The Board is further authorized to increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares of any such series then outstanding) the number of shares of any series of Preferred Stock, the number of which was fixed by it, subsequent to the issuance of shares of such series then outstanding, subject to the powers, preferences and rights, and the qualifications, limitations and restrictions thereof, stated in this Certificate of Incorporation or the resolution of the Board originally fixing the number of shares of such series. If the number of shares of any series of Preferred Stock is so decreased, then the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

4.5 Rights and Options. The Corporation has the authority to create and issue rights, warrants and options entitling the holders thereof to acquire from the Corporation any share of its capital stock of any class or classes, with such rights, warrants and options to be evidenced by or in instrument(s) approved by the Board. The Board is empowered to set the exercise price, duration, times for exercise and other terms and conditions of such rights, warrants or options; provided, however, that the consideration to be received for any shares of capital stock issuable upon exercise thereof may not be less than the par value thereof.

4.6 Definitions. As used in this Article IV, the following terms shall have the following meanings:

(a) "***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).

(b) "***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 Effective Date), 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).

(c) "***Family Group***" means Kim Hagerty, Tammy Hagerty, McKeel Hagerty or any of such person's respective Family Members or any person with respect to which one more members of the Family Group have Voting Control.

(d) "***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.

(e) "***Qualified Entity***" means, with respect to a Qualified Stockholder: (i) a Qualified Trust solely for the benefit of (A) such Qualified Stockholder, or (B) one or more Family Members of such Qualified Stockholder; (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 Stockholder, (B) one or more Family Members of such Qualified Stockholder or (C) any other Qualified Entity of such Qualified Stockholder; (iii) any Charitable Trust validly created by a Qualified Stockholder; (iv) 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 (v) any 501(c) Organization or Supporting Organization over which (A) such Qualified Stockholder, (B) one or more Family Members of such Qualified Stockholder or (C) 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.

(f) "***Qualified Stockholder***" means (i) any member of the Family Group, (ii) Markel Corporation, a Virginia corporation, or (iii) a Qualified Transferee of the foregoing.

(g) "***Qualified Transfer***" means any Transfer of a share of Common Stock: (i) by a Qualified Stockholder (or the estate of a deceased Qualified Stockholder) to (A) one or more Family Members of such Qualified Stockholder or (B) any Qualified Entity of such Qualified Stockholder; (ii) by a Qualified Entity of a Qualified Stockholder to (A) such Qualified Stockholder or one or more Family Members of such Qualified Stockholder or (B) any other Qualified Entity of such Qualified Stockholder; or (iii) 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 (x) is a Supporting Organization 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 Common Stock is Transferred to it, that such share of Class V Common Stock shall automatically be converted into Class A Common Stock upon the death of such Qualified Stockholder or the natural person grantor of such Qualified Stockholder.

(h) "***Qualified Transferee***" means a Transferee of shares of Common Stock received in a Transfer that constitutes a Qualified Transfer.

(i) "***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 advisor, or bank trust departments.

(j) "***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).

(k) "***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.

(l) "***Voting Control***" (i) with respect to a share of Common Stock means the power, directly or indirectly, to vote or direct the voting of such share by proxy, voting agreement or otherwise and (ii) 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.

ARTICLE V
BOARD OF DIRECTORS

5.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board.

5.2 Number of Directors; Election; Term.

(a) The number of directors that shall constitute the entire Board shall not be less than seven (7) nor more than eleven (11). Without limiting the rights of any party to the Investor Rights Agreement, dated on or about the Effective Date, among the Corporation and the other persons party thereto (as such agreement may be amended from time to time) (the "***Investor Rights Agreement***"), within such limit, the number of members of the entire Board shall be fixed, from time to time, exclusively by the Board in accordance with the bylaws of the Corporation (as amended from time to time in accordance with the provisions hereof and thereof, the "***Bylaws***"), subject to the rights of holders of any series of Preferred Stock with respect to the election of directors, if any.

(b) Notwithstanding the foregoing provisions of this Section 5.2, and subject to the rights of holders of any series of Preferred Stock with respect to the election of directors and the rights of any party to the Investor Rights Agreement, each director shall serve until such director's successor is duly elected and qualified or until such director's earlier death, resignation or removal.

(c) Elections of directors need not be by written ballot unless the Bylaws shall so provide.

(d) Notwithstanding any of the other provisions of this Article V, whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately by series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of the certificate of designation for such series of Preferred Stock, and such directors so elected shall not be divided into classes pursuant to this Article V unless expressly provided by such terms. During any period when the holders of any series of Preferred Stock have the right to elect additional directors as provided for or fixed pursuant to the provisions of this Article V, then upon commencement and for the duration of the period during which such right continues: (i) the then-otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to such provisions; and (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to such provisions, whichever occurs earlier, subject to such director's earlier death, resignation or removal. Except as otherwise provided by the Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such series of stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation or removal of such additional directors, shall forthwith terminate, and the total authorized number of directors of the Corporation shall be reduced accordingly.

5.3 Removal. Subject to the rights of holders of any series of Preferred Stock with respect to the election of directors and the rights of any party to the Investor Rights Agreement with respect to the election and removal of directors, a director may be removed from office (a) prior to a Control Trigger Event (as defined below), for any reason by the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, and (b) after a Control Trigger Event, by the stockholders of the Corporation only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class. "***Control Trigger Event***" means the Family Group ceasing to own at least fifty percent (50%) of the voting power of the corporation.

5.4 Vacancies and Newly Created Directorships. Subject to the rights of holders of any series of Preferred Stock with respect to the election of directors and the rights of any party to the Investor Rights Agreement, vacancies occurring on the Board for any reason and newly created directorships resulting from an increase in the number of directors may be filled only by vote of a majority of the remaining members of the Board, although less than a quorum, or by a sole remaining director, at any meeting of the Board and not by the stockholders. A person so elected by the Board to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such person shall have been assigned by the Board and until such person's successor shall be duly elected and qualified or until such director's earlier death, resignation or removal.

ARTICLE VI
AMENDMENT OF BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to adopt, amend, alter or repeal the Bylaws. The Bylaws may also be adopted, amended, altered or repealed by the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class; provided, however, that following a Control Trigger Event, the Bylaws may only be adopted, amended, altered or repealed by the affirmative vote of the holders of at least seventy-five percent (75%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE VII
STOCKHOLDERS

7.1 Action by Written Consent of Stockholders. Except as otherwise expressly provided by the terms of any series of Preferred Stock permitting the holders of such series of Preferred Stock to act by written consent, any action required or permitted to be taken by the stockholders of the Corporation may be effected (a) at a duly called annual or special meeting of the stockholders of the Corporation or (b) until a Control Trigger Event has occurred, by written consent in lieu of a meeting.

7.2 Special Meetings. Except as otherwise expressly provided by the terms of any series of Preferred Stock permitting the holders of such series of Preferred Stock to call a special meeting of the holders of such series, special meetings of the stockholders of the Corporation may be called only by the chairperson of the Board, the chief executive officer (or his or her designee) of the Corporation or the Board, and, until a Control Trigger Event has occurs, by stockholders holding a majority of the voting power of the Corporation.

7.3 Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

ARTICLE VIII
LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1 Limitation of Personal Liability. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL, as it presently exists or may hereafter be amended from time to time. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

8.2 Indemnification and Advancement of Expenses. The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by the DGCL, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of such person's heirs, executors and personal and legal representatives. A director's right to indemnification conferred by this Section 8.2 shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition,

provided that such director presents to the Corporation a written undertaking to repay such amount if it shall ultimately be determined that such director is not entitled to be indemnified by the Corporation under this Article VIII or otherwise. Notwithstanding the foregoing, except for proceedings to enforce any director's or officer's rights to indemnification or any director's rights to advancement of expenses, the Corporation shall not be obligated to indemnify any director or officer, or advance expenses of any director, (or such director's or officer's heirs, executors or personal or legal representatives) in connection with any proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized by the Board.

8.3 Non-Exclusivity of Rights. The rights to indemnification and advancement of expenses conferred in Section 8.2 of this Certificate of Incorporation shall neither be exclusive of, nor be deemed in limitation of, any rights to which any person may otherwise be or become entitled or permitted under this Certificate of Incorporation, the Bylaws, any statute, agreement, vote of stockholders or disinterested directors or otherwise.

8.4 Insurance. To the fullest extent authorized or permitted by the DGCL, the Corporation may purchase and maintain insurance on behalf of any current or former director or officer of the Corporation against any liability asserted against such person, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article VIII or otherwise.

8.5 Persons Other Than Directors and Officers. This Article VIII shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to, or to purchase and maintain insurance on behalf of, persons other than those persons described in the first sentence of Section 8.2 of this Certificate of Incorporation or to advance expenses to persons other than directors of the Corporation.

8.6 Effect of Modifications. Any amendment, repeal or modification of any provision contained in this Article VIII shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of directors or officers) and shall not adversely affect any right or protection of any current or former director or officer of the Corporation existing at the time of such amendment, repeal or modification with respect to any acts or omissions occurring prior to such amendment, repeal or modification.

ARTICLE IX
MISCELLANEOUS

9.1 Forum for Certain Actions.

(a) Forum. Unless a majority of the Board, acting on behalf of the Corporation, consents in writing to the selection of an alternative forum (which consent may be given at any time, including during the pendency of litigation), the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another state court located within the State of Delaware or, if no court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware), to the fullest extent permitted by law, shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation under Delaware law, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any of its directors, officers or other employees arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the Bylaws (in each case, as may be amended from time to time), (iv) any action asserting a claim against the Corporation or any of its directors, officers or other employees governed by the internal affairs doctrine of the State of Delaware or (v) any other action asserting an "internal corporate claim," as defined in Section 115 of the DGCL, in all cases subject to the court's having personal jurisdiction over all indispensable parties named as defendants. Unless a majority of the Board, acting on behalf of the Corporation, consents in writing to the selection of an alternative forum (which consent may be given at any time, including during the pendency of litigation), the federal district courts of the United States of America, to the fullest extent permitted by law, shall be the sole and exclusive forum for the resolution of any action asserting a cause of action arising under the Securities Act of 1933, as amended.

(b) Personal Jurisdiction. If any action the subject matter of which is within the scope of subparagraph (a) of this Section 9.1 is filed in a court other than a court located within the State of Delaware (a "***Foreign Action***") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce subparagraph (a) of this Section 9.1 (an

"***Enforcement Action***") and (ii) having service of process made upon such stockholder in any such Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

(c) Enforceability. If any provision of this Section 9.1 shall be held to be invalid, illegal or unenforceable as applied to any person, entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Section 9.1, and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

(d) Notice and Consent. For the avoidance of doubt, any person or entity purchasing or otherwise acquiring or holding any interest in any security of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 9.1.

9.2 Amendment. The Corporation reserves the right to amend, alter or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by this Certificate of Incorporation and the DGCL, and all rights, preferences and privileges herein conferred upon stockholders of the Corporation by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Section 9.2. In addition to any other vote that may be required by law, applicable stock exchange rule or the terms of any series of Preferred Stock, the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend, alter, repeal or adopt any provision of this Certificate of Incorporation. Notwithstanding any other provision of this Certificate of Incorporation, and in addition to any other vote that may be required by law, applicable stock exchange rule or the terms of any series of Preferred Stock, upon a Control Trigger Event the affirmative vote of the holders of at least seventy-five percent (75%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend, alter, repeal or adopt any provision of this Certificate of Incorporation inconsistent with the purpose and intent of Article V, Article VI, Article VII or this Article IX (including, without limitation, any such Article as renumbered as a result of any amendment, alternation, repeal or adoption of any other Article).

9.3 Severability. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Certificate of Incorporation to be signed by a duly authorized officer of the Corporation on this second day of December, 2021.

/s/ McKeel Hagerty
By: McKeel Hagerty
Its: Chief Executive Officer

Exhibit 3.2

AMENDED AND RESTATED BYLAWS
OF
HAGERTY, INC.
(hereinafter called the "***Corporation***")

ARTICLE I
MEETINGS OF STOCKHOLDERS

Section 1.1. Place of Meetings. Meetings of the stockholders of the Corporation for the election of directors or for any other purpose shall be held at such time and place, if any, either within or without the State of Delaware, as shall be designated from time to time by the board of directors of the Corporation (the "***Board***"). The Board may, in its sole discretion, determine that a meeting shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211(a) of the General Corporation Law of the State of Delaware, as amended (the "***DGCL***").

Section 1.2. Annual Meetings. The annual meeting of stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly be brought before the meeting in accordance with these amended and restated bylaws of the Corporation (as amended from time to time in accordance with the provisions hereof, these "***Bylaws***") shall be held on such date and at such time as may be designated from time to time by the Board. The Board may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

Section 1.3. Special Meetings. Except as otherwise required by law or by the certificate of incorporation of the Corporation (including, without limitation, the terms of any certificate of designation with respect to any series of preferred stock), as amended and restated from time to time (the "***Certificate of Incorporation***"), special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called only by the Chairperson of the Board, the Chief Executive Officer (or his or her designee) or the Board. At a special meeting of stockholders, only such business shall be conducted as shall be specified in the notice of meeting. The Chairperson of the Board (or his or her designee), the Chief Executive Officer (or his or her designee) or the Board may postpone, reschedule or cancel any special meeting of stockholders previously called by any of them.

Section 1.4. Notice. Whenever stockholders of the Corporation are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and time of the meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called and the means of remote communications, if any, by which stockholders and proxy holders may be deemed present in person and vote at such meeting. Except as otherwise required by law or the Certificate of Incorporation, written notice of any meeting shall be given either personally, by mail or by electronic transmission (as defined below) (if permitted under the circumstances by the DGCL) not less than ten (10) nor more than sixty (60) days before the date of the meeting, by or at the direction of the Chairperson of the Board (or his or her designee), the Chief Executive Officer (or his or her designee) or the Board, to each stockholder entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail with postage thereon prepaid, addressed to the stockholder at the stockholder's address as it appears on the stock transfer books of the Corporation. If notice is given by means of electronic transmission, such notice shall be deemed to be given at the times provided in the DGCL. Any stockholder may waive notice of any meeting before or after the meeting. The attendance of a stockholder at any meeting shall constitute a waiver of notice at such meeting, except where the stockholder attends the meeting for the express purpose of objecting, and does so object, at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. For the purposes of these Bylaws, "***electronic transmission***" means any form of communication (including e-mail), not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 1.5. Adjournments. Any meeting of stockholders of the Corporation may be adjourned or recessed from time to time to reconvene at the same or some other place, if any, by holders of a majority of the voting power of the Corporation's capital stock

issued and outstanding and entitled to vote thereat, present in person or represented by proxy, though less than a quorum, or by any officer entitled to preside at or to act as secretary of such meeting, and notice need not be given of any such adjourned or recessed meeting if the time and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned or recessed meeting, are announced at the meeting at which the adjournment or recess is taken. At the adjourned or recessed meeting, the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, notice of the adjourned meeting in accordance with the requirements of Section 1.4 of these Bylaws shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

Section 1.6. Quorum. Unless otherwise required by applicable law or the Certificate of Incorporation, the holders of a majority of the voting power of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person, present by means of remote communication, if any, or represented by proxy, shall constitute a quorum at a meeting of stockholders. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person, present by means of remote communication, if any, or represented by proxy shall constitute a quorum entitled to take action with respect to such vote. If a quorum shall not be present or represented at any meeting of stockholders, either the chairperson of the meeting or the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 1.5 of these Bylaws, until a quorum shall be present or represented. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Section 1.7. Voting.

(a) Matters Other Than Election of Directors. Any matter brought before any meeting of stockholders of the Corporation, other than the election of directors, shall be decided by the affirmative vote of the holders of a majority of the voting power of the Corporation's capital stock present in person or represented by proxy at the meeting and entitled to vote on such matter, voting as a single class, unless the matter is one upon which, by express provision of law, the Certificate of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such matter. Except as provided in the Certificate of Incorporation, every stockholder having the right to vote shall have one (1) vote for each share of stock having voting power registered in such stockholder's name on the books of the Corporation. Such votes may be cast in person or by proxy as provided in Section 1.10 of these Bylaws. The Board, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in such officer's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(b) Election of Directors. Subject to the rights of the holders of any series of preferred stock to elect directors under specified circumstances and any rights of the parties to the Investor Rights Agreement, dated as of August 17, 2021, by and among the Corporation and the other parties thereto (the "***Investor Rights Agreement***"), election of directors at all meetings of the stockholders at which directors are to be elected shall be by the vote of the majority of the votes cast (meaning the number of shares voted "for" a nominee must exceed the number of shares voted "against" such nominee) with "abstentions" and "broker non-votes" not counted as a vote cast either "for" or "against" that nominee's election at any meeting for the election of directors at which a quorum is present until the Family Group (as defined below) ceases to own at least fifty percent (50%) of the voting power of the Corporation (a "***Control Trigger Event***") after which directors will be elected by a plurality of the votes cast at any meeting for the election of directors at which a quorum is present. "***Family Group***" means Kim Hagerty, Tammy Hagerty, McKeel Hagerty or any of such person's respective Family Members (as defined below) or any person with respect to which one more members of the Family Group has the power to, directly or indirectly, direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise. "***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.

Section 1.8. Voting of Stock of Certain Holders. Shares of stock of the Corporation standing in the name of another corporation or entity, domestic or foreign, and entitled to vote may be voted by such officer, agent or proxy as the bylaws or other internal regulations of such corporation or entity may prescribe or, in the absence of such provision, as the board of directors or comparable body of such corporation or entity may determine. Shares of stock of the Corporation standing in the name of a deceased person, a minor, an incompetent or a debtor in a case under Title 11, United States Code, and entitled to vote may be voted by an administrator, executor,

guardian, conservator, debtor-in-possession or trustee, as the case may be, either in person or by proxy, without transfer of such shares into the name of the official or other person so voting. A stockholder whose shares of stock of the Corporation are pledged shall be entitled to vote such shares, unless on the transfer records of the Corporation such stockholder has expressly empowered the pledgee to vote such shares, in which case only the pledgee, or the pledgee's proxy, may vote such shares.

Section 1.9. Treasury Stock. Shares of stock of the Corporation belonging to the Corporation, or to another corporation a majority of the shares entitled to vote in the election of directors of which are held by the Corporation, shall not be voted at any meeting of stockholders of the Corporation and shall not be counted in the total number of outstanding shares for the purpose of determining whether a quorum is present. Nothing in this Section 1.9 shall limit the right of the Corporation to vote shares of stock of the Corporation held by it in a fiduciary capacity.

Section 1.10. Proxies. Each stockholder entitled to vote at a meeting of stockholders of the Corporation may authorize another person or persons to act for such stockholder by proxy filed with the secretary of the Corporation (the "***Secretary***") before or at the time of the meeting. No such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power.

Section 1.11. Consent of Stockholders in Lieu of Meeting. Except as otherwise expressly provided by the terms of any series of preferred stock permitting the holders of such series of preferred stock to act by written consent, any action required or permitted to be taken by the stockholders of the Corporation may be effected at a duly called annual or special meeting of stockholders of the Corporation, or, prior to the occurrence of a Control Trigger Event, by a duly executed written consent of the Stockholders.

Section 1.12. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make or have prepared and made, at least ten (10) days before every meeting of stockholders of the Corporation, a complete list of the stockholders entitled to vote at the meeting (provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10^{th}) day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing in this Section 1.12 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 1.13. Record Date. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders of the Corporation or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the Close of Business on the day next preceding the day on which notice is given, or, if notice is waived, at the Close of Business on the day next preceding the day on

which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, but the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 1.13 at the adjourned meeting.

Section 1.14. Organization and Conduct of Meetings. The Chairperson of the Board shall act as chairperson of meetings of stockholders of the Corporation. The Board may designate any other director or officer of the Corporation to act as chairperson of any meeting in the absence of the Chairperson of the Board, and the Board may further provide for determining who shall act as chairperson of any meeting of stockholders in the absence of the Chairperson of the Board and such designee. The Board may adopt by resolution such rules and regulations for the conduct of any meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the chairperson of any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are necessary, appropriate or convenient for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairperson of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (c) rules and procedures for maintaining order at the meeting and the safety of those present; (d) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized proxies or such other persons as the chairperson of the meeting shall determine; (e) restrictions on entry to the meeting after the time fixed for the commencement of the meeting; (f) limitations on the time allotted to questions or comments by participants; (g) removal of any stockholder or any other individual who refuses to comply with meeting procedures, rules or guidelines; (h) conclusion, recess or adjournment of the meeting, regardless of whether a quorum is present, to a later date and time and at a place, if any, announced at the meeting; (i) restrictions on the use of audio and video recording devices, cell phones and other electronic devices; (j) rules, regulations or procedures for compliance with any state and local laws and regulations concerning safety, health and security; (k) procedures (if any) requiring attendees to provide the Corporation advance notice of their intent to attend the meeting and (l) any guidelines and procedures as the chairperson may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting, whether such meeting is to be held at a designated place or solely by means of remote communication. The chairperson of a stockholder meeting, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall determine and declare to the meeting that a matter or business was not properly brought before the meeting, and, if the chairperson should so determine, the chairperson shall so declare to the meeting and any such matter of business not properly brought before the meeting shall not be transacted or considered. Except to the extent determined by the Board or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 1.15. Inspectors of Election. In advance of any meeting of stockholders of the Corporation, the Chairperson of the Board (or his or her designee), the Chief Executive Officer (or his or her designee) or the Board, by resolution, shall appoint one or more inspectors to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the chairperson of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

Section 1.16. Notice of Stockholder Proposals and Director Nominations.

(a) Annual Meetings of Stockholders. Nominations of persons for election to the Board and the proposal of business other than nominations to be considered by the stockholders may be made at an annual meeting of stockholders only: (i) pursuant to the Corporation's notice of meeting (or any supplement thereto) with respect to such annual meeting given by or at the direction of the Board (or any duly authorized committee thereof); (ii) otherwise properly brought before such annual meeting by or at the direction of the Board (or any duly authorized committee thereof); or (iii) by any stockholder of the Corporation who (A) is a stockholder of record on the date of the giving of the notice provided for in this Section 1.16 through the date of such annual meeting, (B) is entitled to vote at such annual meeting and (C) complies with the notice procedures set forth in this Section 1.16. For the avoidance of doubt, compliance with

the foregoing clause (iii) shall be the exclusive means for a stockholder to make nominations, or to propose any other business (other than a proposal included in the Corporation's proxy materials pursuant to and in compliance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended (such act, and the rules and regulations promulgated thereunder, the "***Exchange Act***")), at an annual meeting of stockholders.

(b) Timing of Notice for Annual Meetings. In addition to any other applicable requirements, for nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to Section 1.16(a)(iii) above, the stockholder must have given timely notice thereof in proper written form to the Secretary, and, in the case of business other than nominations, such business must be a proper matter for stockholder action. To be timely, such notice must be received by the Secretary at the principal executive offices of the Corporation not later than the Close of Business on the ninetieth (90^{th}) day, or earlier than the Close of Business on the one hundred twentieth (120^{th}) day, prior to the first anniversary of the date of the preceding year's annual meeting of stockholders; provided, however, if the date of the annual meeting of stockholders is more than thirty (30) days prior to, or more than sixty (60) days after, the first anniversary of the date of the preceding year's annual meeting or if no annual meeting was held in the preceding year, to be timely, a stockholder's notice must be so received not later than the Close of Business on the later of (i) the ninetieth (90^{th}) day prior to such annual meeting and (ii) the tenth (10^{th}) day following the day on which public disclosure (as defined below) of the date of the meeting is first made by the Corporation. In no event shall the adjournment, recess, postponement or rescheduling of an annual meeting (or the public disclosure thereof) commence a new time period (or extend any time period) for the giving of notice as described above.

(c) Form of Notice. To be in proper written form, the notice of any stockholder giving notice under this Section 1.16 (each, a "***Noticing Party***") must set forth:

(i) as to each person whom such Noticing Party proposes to nominate for election or reelection as a director (each, a "***Proposed Nominee***"), if any,

(A) the name, age, business address and residence address of such Proposed Nominee;

(B) the principal occupation and employment of such Proposed Nominee;

(C) a written questionnaire with respect to the background and qualification of such Proposed Nominee, completed by such Proposed Nominee in the form required by the Corporation (which form such Noticing Party shall request in writing from the Secretary prior to submitting notice and which the Secretary shall provide to such Noticing Party within ten (10) days after receiving such request); and

(D) all other information relating to such Proposed Nominee or such Proposed Nominee's associates that would be required to be disclosed in a proxy statement or other filing required to be made by such Noticing Party or any Stockholder Associated Person (as defined below) in connection with the solicitation of proxies for the election of directors in a contested election or otherwise required pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (collectively, the "***Proxy Rules***");

(ii) as to any other business that such Noticing Party proposes to bring before the meeting:

(A) a reasonably brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting;

(B) the text of the proposal or business (including the complete text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend the Certificate of Incorporation or these Bylaws, the language of the proposed amendment); and

(C) all other information relating to such business that would be required to be disclosed in a proxy statement or other filing required to be made by such Noticing Party or any Stockholder Associated Person in connection with the solicitation of proxies in support of such proposed business by such Noticing Party or any Stockholder Associated Person pursuant to the Proxy Rules; and

(iii) as to such Noticing Party, each Proposed Nominee and each Stockholder Associated Person:

(A) the name and address of such Noticing Party, each Proposed Nominee and each Stockholder Associated Person (including, as applicable, as they appear on the Corporation's books and records);

(B) the class, series and number of shares of each class or series of capital stock (if any) of the Corporation that are, directly or indirectly, owned beneficially and/or of record by such Noticing Party, any Proposed Nominee or any Stockholder Associated Person and the date or dates such shares were acquired and the investment intent of such acquisition;

(C) the name of each nominee holder for, and number of, any securities of the Corporation owned beneficially but not of record by such Noticing Party, any Proposed Nominee or any Stockholder Associated Person and any pledge by such Noticing Party, any Proposed Nominee or any Stockholder Associated Person with respect to any of such securities;

(D) any Short Interest (as defined below) held by or involving such Noticing Party, any Proposed Nominee or any Stockholder Associated Person;

(E) a complete and accurate description of all agreements, arrangements or understandings, written or oral, (including any derivative or short positions, profit interests, hedging transactions, options, warrants, convertible securities, stock appreciation or similar rights and borrowed or loaned shares) that have been entered into by, or on behalf of, such Noticing Party, any Proposed Nominee or any Stockholder Associated Person, the effect or intent of which is to mitigate loss, manage risk or benefit from changes in the price of any securities of the Corporation, or maintain, increase or decrease the voting power of such Noticing Party, any Proposed Nominee or any Stockholder Associated Person with respect to securities of the Corporation, whether or not such instrument or right shall be subject to settlement in underlying shares of capital stock of the Corporation (any of the foregoing, a "***Derivative Instrument***");

(F) any substantial interest, direct or indirect (including any existing or prospective commercial, business or contractual relationship with the Corporation), by security holdings or otherwise, of such Noticing Party, any Proposed Nominee or any Stockholder Associated Person in the Corporation or any affiliate thereof, other than an interest arising from the ownership of Corporation securities where such Noticing Party, such Proposed Nominee or such Stockholder Associated Person receives no extra or special benefit not shared on a *pro rata* basis by all other holders of the same class or series;

(G) any rights to dividends on the shares of the Corporation owned beneficially by such Noticing Party, any Proposed Nominee or any Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation;

(H) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership, limited liability company or similar entity in which such Noticing Party, any Proposed Nominee or any Stockholder Associated Person is (x) a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership or (y) the manager, managing member or, directly or indirectly, beneficially owns an interest in the manager or managing member of such limited liability company or similar entity;

(I) any significant equity interests or any Derivative Instruments or Short Interests in any principal competitor of the Corporation held by such Noticing Party, any Proposed Nominee or any Stockholder Associated Person;

(J) any direct or indirect interest of such Noticing Party, any Proposed Nominee or any Stockholder Associated Person in any contract with the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, without limitation, any employment agreement, collective bargaining agreement or consulting agreement);

(K) a description of any material interest of such Noticing Party, any Proposed Nominee or any Stockholder Associated Person in the business proposed by such Noticing Party, if any, or the election of any Proposed Nominee;

(L) the investment strategy or objective, if any, of such Noticing Party, any Proposed Nominee or any Stockholder Associated Person who is not an individual and a copy of the prospectus, offering memorandum or similar document, if any, provided to investors or potential investors in the Noticing Party or any Stockholder Associated Person; and

(M) all other information relating to such Noticing Party or any Stockholder Associated Person, or such Noticing Party's or any Stockholder Associated Person's associates, that would be required to be disclosed in a proxy statement or other filing in connection with the solicitation of proxies in support of the business proposed by such Noticing Party, if any, or for the election of any Proposed Nominee in a contested election or otherwise pursuant to the Proxy Rules;

(iv) a representation that such Noticing Party intends to appear in person or by proxy at the meeting to bring such business before the meeting or nominate any Proposed Nominees, as applicable, and an acknowledgment that, if such Noticing Party (or a Qualified Representative (as defined below) of such Noticing Party) does not appear to present such business or Proposed Nominees, as applicable, at such meeting, the Corporation need not present such business or Proposed Nominees for a vote at such meeting, notwithstanding that proxies in respect of such vote may have been received by the Corporation;

(v) a complete and accurate description of any pending or, to such Noticing Party's knowledge, threatened legal proceeding in which such Noticing Party, any Proposed Nominee or any Stockholder Associated Person is a party or participant involving the Corporation or, to such Noticing Party's knowledge, any officer, director, affiliate or associate of the Corporation;

(vi) a representation from such Noticing Party as to whether such Noticing Party or any Stockholder Associated Person intends or is part of a group that intends (A) to deliver a proxy statement and/or form of proxy to a number of holders of the Corporation's voting shares reasonably believed by such Noticing Party to be sufficient to approve or adopt the business to be proposed or elect the Proposed Nominees, as applicable, or (B) engage in a solicitation (within the meaning of Exchange Act Rule 14a-1(l) with respect to the nomination or other business, as applicable, and if so, the name of each participant (as defined in Item 4 of Schedule 14A under the Exchange Act) in such solicitation; and

(vii) a description of any agreement, arrangement or understanding, written or oral, the effect or intent of which is to increase or decrease the voting power of such Noticing Party or any Stockholder Associated Person with respect to any shares of the capital stock of the Corporation, without regard to whether such agreement, arrangement or understanding is required to be reported on a Schedule 13D in accordance with the Exchange Act.

(d) Additional Information. In addition to the information required above, the Corporation may require any Noticing Party to furnish such other information as the Corporation may reasonably require to determine the eligibility or suitability of a Proposed Nominee to serve as a director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such Proposed Nominee, under the listing standards of each securities exchange upon which the Corporation's securities are listed, any applicable rules of the Securities and Exchange Commission, any publicly disclosed standards used by the Board in selecting nominees for election as a director and for determining and disclosing the independence of the

Corporation's directors, including those applicable to a director's service on any of the committees of the Board, or the requirements of any other laws or regulations applicable to the Corporation. If requested by the Corporation, any supplemental information required under this paragraph shall be provided by a Noticing Party within ten (10) days after it has been requested by the Corporation.

(e) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting (or any supplement thereto). Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (or any supplement thereto) (i) by or at the direction of the Board (or any duly authorized committee thereof) or (ii) provided that one or more directors are to be elected at such meeting pursuant to the Corporation's notice of meeting, by any stockholder of the Corporation who (A) is a stockholder of record on the date of the giving of the notice provided for in this Section 1.16(e) through the date of such special meeting, (B) is entitled to vote at such special meeting and upon such election and (C) complies with the notice procedures set forth in this Section 1.16(e). In addition to any other applicable requirements, for director nominations to be properly brought before a special meeting by a stockholder pursuant to the foregoing clause (ii), such stockholder must have given timely notice thereof in proper written form to the Secretary. To be timely, such notice must be received by the Secretary at the principal executive offices of the Corporation not earlier than the Close of Business on the one hundred twentieth (120^{th}) day prior to such special meeting and not later than the Close of Business on the later of (x) the ninetieth (90^{th}) day prior to such special meeting and (y) the tenth (10^{th}) day following the day on which public disclosure of the date of the meeting is first made by the Corporation. In no event shall an adjournment, recess, postponement or rescheduling of a special meeting (or the public disclosure thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. To be in proper written form, such notice shall include all information required pursuant to Section 1.16(c) and Section 1.16(d) above.

(f) General.

(i) No person shall be eligible for election as a director of the Corporation unless the person is nominated by a stockholder in accordance with the procedures set forth in this Section 1.16 or the person is nominated by the Board, and no business shall be conducted at a meeting of stockholders of the Corporation except business brought by a stockholder in accordance with the procedures set forth in this Section 1.16 or by the Board. Except as otherwise provided by law, the chairperson of a meeting shall have the power and the duty to determine whether a nomination or any business proposed to be brought before the meeting has been made in accordance with the procedures set forth in these Bylaws, and, if the chairperson of the meeting determines that any proposed nomination or business was not properly brought before the meeting, the chairperson shall declare to the meeting that such nomination shall be disregarded or such business shall not be transacted, and no vote shall be taken with respect to such nomination or proposed business, in each case, notwithstanding that proxies with respect to such vote may have been received by the Corporation. Notwithstanding the foregoing provisions of this Section 1.16, unless otherwise required by law, if the Noticing Party (or a Qualified Representative of the Noticing Party) proposing a nominee for director or business to be conducted at a meeting does not appear at the meeting of stockholders of the Corporation to present such nomination or propose such business, such proposed nomination shall be disregarded or such proposed business shall not be transacted, as applicable, and no vote shall be taken with respect to such nomination or proposed business, notwithstanding that proxies with respect to such vote may have been received by the Corporation.

(ii) A Noticing Party shall update such notice, if necessary, such that the information provided or required to be provided in such notice shall be true and correct (A) as of the record date for determining the stockholders entitled to receive notice of the meeting and (B) as of the date that is ten (10) business days prior to the meeting (or any postponement, rescheduling or adjournment thereof), and such update shall be received by the Secretary at the principal executive offices of the Corporation (x) not later than the Close of Business five (5) business days after the record date for determining the stockholders entitled to receive notice of such meeting (in the case of an update required to be made under clause (A)) and (y) not later than the Close of Business seven (7) business days prior to the date for the meeting or, if practicable, any postponement, rescheduling or adjournment thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been postponed, rescheduled or adjourned) (in the case of an update required to be made pursuant to clause (B)). For the avoidance of doubt, any information provided pursuant to this Section 1.16(f)(ii) shall not be deemed to cure any deficiencies in a notice previously delivered pursuant to this Section 1.16 and shall not extend the time period for the delivery of notice pursuant to this Section 1.16. If a Noticing Party fails to provide such written update within such period, the information as to which such written update relates may be deemed not to have been provided in accordance with this Section 1.16.

(iii) If any information submitted pursuant to this Section 1.16 by any Noticing Party proposing individuals to nominate for election or reelection as a director or business for consideration at a stockholder meeting shall be inaccurate in any respect, such information shall be deemed not to have been provided in accordance with this Section 1.16. Any such Noticing Party shall notify the Secretary in writing at the principal executive offices of the Corporation of any inaccuracy or change in any information submitted pursuant to this Section 1.16 within two (2) business days after becoming aware of such inaccuracy or change. Upon written request of the Secretary on behalf of the Board (or a duly authorized committee thereof), any such Noticing Party shall provide, within seven (7) business days after delivery of such request (or such other period as may be specified in such request), (A) written verification, reasonably satisfactory to the Board, any committee thereof or any authorized officer of the Corporation, to demonstrate the accuracy of any information submitted by such Noticing Party pursuant to this Section 1.16 and (B) a written affirmation of any information submitted by such Noticing Party pursuant to this Section 1.16 as of an earlier date. If a Noticing Party fails to provide such written verification or affirmation within such period, the information as to which written verification or affirmation was requested may be deemed not to have been provided in accordance with this Section 1.16.

(iv) Notwithstanding the foregoing provisions of this Section 1.16, a stockholder shall also comply with all applicable requirements of state law and the Exchange Act with respect to the matters set forth in this Section 1.16. Nothing in this Section 1.16 shall be deemed to affect any rights of (A) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, (B) stockholders to request inclusion of nominees in the Corporation's proxy statement pursuant to the Proxy Rules or (C) the holders of any series of preferred stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

(v) For purposes of these Bylaws, (A) "***affiliate***" and "***associate***" each shall have the respective meanings set forth in Rule 12b-2 under the Exchange Act; (B) "***beneficial owner***" or "***beneficially owned***" shall have the meaning set forth for such terms in Section 13(d) of the Exchange Act; (C) "***Close of Business***" shall mean 5:00 p.m. Eastern Time on any calendar day, whether or not the day is a business day; (D) "***public disclosure***" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act; (E) a "***Qualified Representative***" of a Noticing Party means (I) a duly authorized officer, manager or partner of such Noticing Party or (II) a person authorized by a writing executed by such Noticing Party (or a reliable reproduction or electronic transmission of the writing) delivered by such Noticing Party to the Corporation prior to the making of any nomination or proposal at a stockholder meeting stating that such person is authorized to act for such Noticing Party as proxy at the meeting of stockholders, which writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, must be produced at the meeting of stockholders; (F) "***Short Interest***" shall mean any agreement, arrangement, understanding, relationship or otherwise, including, without limitation, any repurchase or similar so-called "stock borrowing" agreement or arrangement, involving any Noticing Party or any Stockholder Associated Person of any Noticing Party directly or indirectly, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of shares of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such Noticing Party or any Stockholder Associated Person of any Noticing Party with respect to any class or series of shares of the Corporation, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of shares of the Corporation; and (G) "***Stockholder Associated Person***" shall mean, with respect to any Noticing Party, (I) any person directly or indirectly controlling, controlled by, under common control with such Noticing Party, (II) any member of the immediate family of such Noticing Party sharing the same household, (III) any person who is a member of a "group" (as such term is used in Rule 13d-5 under the Exchange Act (or any successor provision at law)) with or otherwise acting in concert with such Noticing Party or Stockholder Associated Person with respect to the stock of the Corporation, (IV) any beneficial owner of shares of stock of the Corporation owned of record by such Noticing Party or Stockholder Associated Person (other than a stockholder that is a depositary), (V) any affiliate or associate of such Noticing Party or any Stockholder Associated Person, (VI) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such Noticing Party or Stockholder Associated Person with respect to any proposed business or nominations, as applicable, and (VII) any Proposed Nominee.

ARTICLE II
DIRECTORS

Section 2.1. Number. Within the limit set forth in the Certificate of Incorporation, the number of directors that shall constitute the entire Board shall be determined, from time to time, exclusively by the Board, subject to the rights of the holders of any series of preferred stock and any party to the Investor Rights Agreement with respect to the election of directors, if any.

Section 2.2. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate of Incorporation required to be exercised or done by the stockholders.

Section 2.3. Meetings. The Board may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board may be held at such time and at such place as may from time to time be determined by the Board. Special meetings of the Board may be called by the Chairperson of the Board (if there be one), the Chief Executive Officer or a majority of the Board and shall be held at such place, on such date and at such time as he, she or it shall specify.

Section 2.4. Notice. Notice of any meeting of the Board stating the place, date and time of the meeting shall be given to each director by mail posted not less than five (5) days before the date of the meeting, by nationally recognized overnight courier deposited not less than two (2) days before the date of the meeting or by e-mail, facsimile or other means of electronic transmission delivered or sent not less than twenty-four (24) hours before the date and time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. If mailed or sent by overnight courier, such notice shall be deemed to be given at the time when it is deposited in the United States mail with first class postage prepaid or deposited with the overnight courier. Notice by facsimile or other electronic transmission shall be deemed given when the notice is transmitted. Any director may waive notice of any meeting before or after the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where the director attends the meeting for the express purpose of objecting, and does so object, at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice of such meeting unless so required by law. A meeting may be held at any time without notice if all of the directors are present or if those not present waive notice of the meeting in accordance with Section 5.6 of these Bylaws.

Section 2.5. Chairperson of the Board. The Chairperson of the Board shall be chosen from among the directors and may be the Chief Executive Officer. Except as otherwise provided by law, the Certificate of Incorporation or Section 2.6 or Section 2.7 of these Bylaws, the Chairperson of the Board shall preside at all meetings of stockholders and of the Board. The Chairperson of the Board shall have such other powers and duties as may from time to time be assigned by the Board.

Section 2.6. Organization. At each meeting of the Board, the Chairperson of the Board, or, a director chosen by a majority of the directors present, shall act as chairperson. The Secretary shall act as secretary at each meeting of the Board. In case the Secretary shall be absent from any meeting of the Board, an assistant secretary shall perform the duties of secretary at such meeting, and in the absence from any such meeting of the Secretary and all assistant secretaries, the chairperson of the meeting may appoint any person present at such meeting to act as secretary of the meeting.

Section 2.7. Resignations and Removals of Directors. Any director of the Corporation may resign at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board, the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event, and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Subject to the rights of holders of any series of preferred stock or any party to the Investor Rights Agreement with respect to the election and removal of directors, a director may be removed from office (a) prior to a Control Trigger Event, for any reason by the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, and (b) after a Control Trigger Event, by the stockholders of the Corporation only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

Section 2.8. Quorum. At all meetings of the Board, a majority of directors constituting the Board shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 2.9. Actions of the Board by Written Consent. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all the members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission are filed with the minutes of proceedings of the Board or committee.

Section 2.10. Telephonic Meetings. Members of the Board, or any committee thereof, may participate in a meeting of the Board or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear and speak with each other, and participation in a meeting pursuant to this Section 2.10 shall constitute presence in person at such meeting.

Section 2.11. Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation and, to the extent permitted by law, to have and exercise such authority as may be provided for in the resolutions creating such committee, as such resolutions may be amended from time to time. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member. Each committee shall keep regular minutes and report to the Board when required. A majority of any committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. The Board shall have the power at any time to fill vacancies in, to change the membership of or to dissolve any such committee.

Section 2.12. Compensation. The Board shall have the authority to fix the compensation of directors. The directors shall be paid their reasonable expenses, if any, of attendance at each meeting of the Board or any committee thereof and may be paid a fixed sum for attendance at each such meeting and an annual retainer or salary for service as director or committee member, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who are full-time employees of the Corporation shall not receive any compensation for their service as director.

Section 2.13. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of the Corporation's directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (a) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (b) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee that authorizes the contract or transaction.

ARTICLE III
OFFICERS

Section 3.1. General. The officers of the Corporation shall be chosen by the Board and shall be a Chief Executive Officer, a President, a Chief Financial Officer and a Secretary. The Board, in its discretion, may also choose one or more Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Assistant Secretaries and such other officers as the Board from time to time may deem appropriate. Any two or more offices may be held by the same person. The officers of the Corporation need not be stockholders of the Corporation.

Section 3.2. Election; Term. The Board shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board, and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer may be removed at any time by the Board. Any officer may resign upon notice given in writing or electronic transmission to the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event. Any vacancy occurring in any office of the Corporation shall be filled in the manner prescribed in this Article III for the regular election to such office.

Section 3.3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer, the Secretary or any other officer authorized to do so by the Board, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board may, by resolution, from time to time confer like powers upon any other person or persons.

Section 3.4. Chief Executive Officer. The Chief Executive Officer shall, subject to the control of the Board, have general supervision over the business of the Corporation and shall direct the affairs and policies of the Corporation. The Chief Executive Officer may also serve as Chairperson of the Board and may also serve as President, if so elected by the Board. The Chief Executive Officer shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws or by the Board.

Section 3.5. President. The President shall act in a general executive capacity and shall assist the Chief Executive Officer in the administration and operation of the Corporation's business and general supervision of its policies and affairs. The President shall, in the absence of or because of the inability to act of the Chief Executive Officer, perform all duties of the Chief Executive Officer. The President shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws, the Board or the Chief Executive Officer.

Section 3.6. Chief Financial Officer. The Chief Financial Officer shall be the principal financial officer of the Corporation. The Chief Financial Officer shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws, the Board or the Chief Executive Officer.

Section 3.7. Executive Vice Presidents, Senior Vice Presidents and Vice Presidents. The Executive Vice Presidents (if any), Senior Vice Presidents (if any) and such other Vice Presidents as shall have been chosen by the Board shall have such powers and shall perform such duties as shall be assigned to them by the Board or the Chief Executive Officer.

Section 3.8. Secretary. The Secretary shall give the requisite notice of meetings of stockholders and directors and shall record the proceedings of such meetings, shall have custody of the seal of the Corporation and shall affix it or cause it to be affixed to such instruments as require the seal and attest it and, besides the Secretary's powers and duties prescribed by law, shall have such other powers and perform such other duties as shall at any time be assigned to such officer by the Board or the Chief Executive Officer.

Section 3.9. Assistant Secretaries. Assistant Secretaries, if there be any, shall assist the Secretary in the discharge of the Secretary's duties, shall have such powers and perform such other duties as shall at any time be assigned to them by the Board and, in the

absence or disability of the Secretary, shall perform the duties of the Secretary's office, subject to the control of the Board or the Chief Executive Officer.

Section 3.10. Other Officers. Such other officers as the Board may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board. The Board may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE IV
STOCK

Section 4.1. Uncertificated Shares. Unless otherwise provided by resolution of the Board, each class or series of shares of the Corporation's capital stock shall be issued in uncertificated form pursuant to the customary arrangements for issuing shares in such form. Shares shall be transferable only on the books of the Corporation by the holder thereof in person or by attorney upon presentment of proper evidence of succession, assignation or authority to transfer in accordance with the customary procedures for transferring shares in uncertificated form.

Section 4.2. Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be the Close of Business on the day on which the Board adopts the resolution relating thereto.

Section 4.3. Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 4.4. Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board.

ARTICLE V
MISCELLANEOUS

Section 5.1. Contracts. The Board and the Chief Executive Officer may authorize any officer or officers or any agent or agents to enter into any contract or execute and deliver any instrument or other document in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 5.2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board, the Chief Executive Officer or the Chief Financial Officer may from time to time designate.

Section 5.3. Fiscal Year. The fiscal year of the Corporation shall end on the 31st day of December in each year or on such other day as may be fixed from time to time by resolution of the Board.

Section 5.4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 5.5. Offices. The Corporation shall maintain a registered office inside the State of Delaware and may also have other offices outside or inside the State of Delaware. The books of the Corporation may be kept (subject to any applicable law) outside the State of Delaware at the principal executive offices of the Corporation or at such other place or places as may be designated from time to time by the Board.

Section 5.6. Waiver of Notice. Whenever any notice is required to be given to any stockholder or director of the Corporation under the provisions of the DGCL or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, or a waiver by electronic transmission by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders or any regular or special meeting of the Board or committee thereof need be specified in any waiver of notice of such meeting unless so required by law.

Section 5.7. Forum for Certain Actions.

(a) Forum. Unless a majority of the Board, acting on behalf of the Corporation, consents in writing to the selection of an alternative forum (which consent may be given at any time, including during the pendency of litigation), the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another state court located within the State of Delaware or, if no court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware), to the fullest extent permitted by law, shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation under Delaware law, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any of its directors, officers or other employees arising pursuant to any provision of the DGCL, these Bylaws or the Certificate of Incorporation (in each case, as may be amended from time to time), (iv) any action asserting a claim against the Corporation or any of its directors, officers or other employees governed by the internal affairs doctrine of the State of Delaware or (v) any other action asserting an "internal corporate claim," as defined in Section 115 of the DGCL, in all cases subject to the court's having personal jurisdiction over all indispensable parties named as defendants. Unless a majority of the Board, acting on behalf of the Corporation, consents in writing to the selection of an alternative forum (which consent may be given at any time, including during the pendency of litigation), the federal district courts of the United States of America, to the fullest extent permitted by law, shall be the sole and exclusive forum for the resolution of any action asserting a cause of action arising under the Securities Act of 1933, as amended.

(b) Personal Jurisdiction. If any action the subject matter of which is within the scope of subparagraph (a) of this Section 5.7 is filed in a court other than a court located within the State of Delaware (a "***Foreign Action***") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce subparagraph (a) of this Section 5.7 (an "***Enforcement Action***") and (ii) having service of process made upon such stockholder in any such Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

(c) Enforceability. If any provision of this Section 5.7 shall be held to be invalid, illegal or unenforceable as applied to any person, entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Section 5.7, and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

(d) Notice and Consent. For the avoidance of doubt, any person or entity purchasing or otherwise acquiring or holding any interest in any security of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 5.7.

ARTICLE VI
AMENDMENTS

These Bylaws may be adopted, amended, altered or repealed by the Board or by the stockholders of the Corporation by the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class; provided, however, that following a Control Trigger Event, the Bylaws may only be adopted, amended, altered or repealed by the affirmative vote of the holders of at least seventy-five percent (75%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

* * *

Adopted as of: December 2, 2021

Exhibit 4.1

NUMBER

C-

SHARES
SEE REVERSE FOR CERTAIN
DEFINITIONS
CUSIP 405166109

SEE REVERSE FOR CERTAIN DEFINITIONS

HAGERTY, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

CLASS A COMMON STOCK

This certifies that
is the owner of
FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF $0.0001 EACH OF THE CLASS A COMMON STOCK OF

HAGERTY, INC.
(THE "COMPANY")

transferable on the books of the Company in person or by duly authorized attorney upon surrender of this certificate properly endorsed.

This certificate is not valid unless countersigned by the Transfer Agent and Registrar of the Company.

Witness the seal of the Company and the facsimile signatures of its duly authorized officers.

[Corporate Seal]

Delaware

Chief Executive Officer

Chief Financial Officer [or other Authorized Officer]

Transfer Agent and Registrar

HAGERTY, INC.

The Company will furnish without charge to each stockholder who so requests, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof of the Company and the qualifications, limitations, or restrictions of such preferences and/or rights. This certificate and the shares represented thereby are issued and shall be held subject to all the provisions of the Company's amended and restated certificate of incorporation and all amendments thereto and resolutions of the Board of Directors providing for the issue of securities (copies of which may be obtained from the secretary of the Company), to all of which the holder of this certificate by acceptance hereof assents.

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

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

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

For value received, _____ *hereby sells, assigns and transfers unto* _____

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER(S) OF ASSIGNEE(S))

_____

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

_____ shares of the capital stock represented by the within Certificate, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

Dated: _____

_____

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed:

By: _____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 (OR ANY SUCCESSOR RULE).

Exhibit 4.2

NUMBER

C-

SHARES
SEE REVERSE FOR CERTAIN
DEFINITIONS

SEE REVERSE FOR CERTAIN DEFINITIONS

HAGERTY, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

CLASS V COMMON STOCK

This certifies that
is the owner of
FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF $0.0001 EACH OF THE CLASS V COMMON STOCK
OF

HAGERTY, INC.
(THE "COMPANY")

transferable on the books of the Company in person or by duly authorized attorney upon surrender of this certificate properly endorsed.

This certificate is not valid unless countersigned by the Transfer Agent and Registrar of the Company.

Witness the seal of the Company and the facsimile signatures of its duly authorized officers.

[Corporate Seal]
Delaware

Chief Executive Officer

Chief Financial Officer [or other Authorized Officer]

Transfer Agent and Registrar

HAGERTY, INC.

The Company will furnish without charge to each stockholder who so requests, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof of the Company and the qualifications, limitations, or restrictions of such preferences and/or rights. This certificate and the shares represented thereby are issued and shall be held subject to all the provisions of the Company's amended and restated certificate of incorporation and all amendments thereto and resolutions of the Board of Directors providing for the issue of securities (copies of which may be obtained from the secretary of the Company), to all of which the holder of this certificate by acceptance hereof assents.

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

TEN COM — as tenants in common

UNIF GIFT MIN ACT — Custodian

TEN ENT	—	as tenants by the entireties	(Cust)	(Minor)
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act	
			(State)	

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

For value received, _____ *hereby sells, assigns and transfers unto* _____

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER(S) OF ASSIGNEE(S))

_____

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

_____ shares of the capital stock represented by the within Certificate, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

Dated: _____

_____

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed:

By: _____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 (OR ANY SUCCESSOR RULE).

Exhibit 4.3

EXECUTION VERSION

Form of Warrant Certificate

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE TRANSFERRED UNTIL (i) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") SHALL HAVE BECOME EFFECTIVE WITH RESPECT THERETO OR (ii) RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED IN CONNECTION WITH SUCH PROPOSED TRANSFER NOR IS SUCH TRANSFER IN VIOLATION OF ANY APPLICABLE STATE SECURITIES LAWS. THIS LEGEND SHALL BE ENDORSED UPON ANY WARRANT ISSUED IN EXCHANGE FOR THIS WARRANT OR ANY SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT.

Number

Warrants

THIS WARRANT SHALL BE VOID IF NOT EXERCISED PRIOR TO

THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR

IN THE WARRANT AGREEMENT DESCRIBED BELOW

ALDEL FINANCIAL INC.

Incorporated Under the Laws of the State of Delaware

CUSIP

Warrant Certificate

This Warrant Certificate certifies that _____, or registered assigns, is the registered holder of warrant(s) evidenced hereby (the "***Warrants***" and each, a "***Warrant***") to purchase shares of Class A common stock, $0.0001 par value per share ("***Class A Common Stock***"), of Aldel Financial Inc., a Delaware corporation (the "***Company***"). Each whole Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to below, to receive from the Company that number of fully paid and non-assessable shares of Class A Common Stock as set forth below, at the exercise price (the "***Warrant Price***") as determined pursuant to the Warrant Agreement, payable in lawful money (or through "***cashless exercise***" as provided for in the Warrant Agreement) of the United States of America upon surrender of this Warrant Certificate and payment of the Warrant Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each whole Warrant is initially exercisable for one fully paid and non-assessable share of Class A Common Stock. No fractional shares will be issued upon exercise of any Warrant. If, upon the exercise of Warrants, a holder would be entitled to receive a fractional interest in a share of Class A Common Stock, the Company will, upon exercise, round down to the nearest whole number the number of shares of Class A Common Stock to be issued to the Warrant holder. The number of shares of Class A Common Stock issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

The initial Warrant Price per share of Class A Common Stock for any Warrant is equal to $11.50 per share. The Warrant Price is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such Warrants shall become void. The Warrants may be redeemed, subject to certain conditions, as set forth in the Warrant Agreement.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement.

This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of laws principles thereof.

ALDEL FINANCIAL INC.

By: _____
Name: _____
Title: _____

CONTINENTAL STOCK TRANSFER & TRUST COMPANY
as Warrant Agent

By: _____
Name: _____
Title: _____

[Form of Warrant Certificate]

[Reverse]

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants entitling the holder on exercise to receive shares of Class A Common Stock and are issued or to be issued pursuant to a Warrant Agreement dated as of _____, 2021 (the "***Warrant Agreement***"), duly executed and delivered by the Company to Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the "***Warrant Agent***"), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "***holders***" or "***holder***" meaning the Registered Holders or Registered Holder, respectively) of the Warrants. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Warrants may be exercised at any time during the Exercise Period, and in the manner, set forth in the Warrant Agreement. In the event that upon any exercise of Warrants evidenced hereby the number of Warrants exercised shall be less than the total number of Warrants evidenced hereby, there shall be issued to the holder hereof or his, her or its assignee, a new Warrant Certificate evidencing the number of Warrants not exercised.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no Warrant may be exercised unless at the time of exercise (i) (A) a registration statement covering the shares of Class A Common Stock to be issued upon exercise is effective under the Securities Act and (B) a prospectus thereunder relating to the shares of Class A Common Stock is current or (ii) a valid exemption from registration is available for the issuance of such Class A Common Stock, except through "cashless exercise" as provided for in the Warrant Agreement.

The Warrant Agreement provides that upon the occurrence of certain events the number of shares of Class A Common Stock issuable upon exercise of the Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a Warrant, the holder thereof would be entitled to receive a fractional interest in a share of Class A Common Stock, the Company shall, upon exercise, round down to the nearest whole number of shares of Class A Common Stock to be issued to the holder of the Warrant.

Warrant Certificates, when surrendered at the principal corporate trust office of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of Warrants.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Warrant Agent a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary. Neither the Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a stockholder of the Company.

Election to Purchase

(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive _____ shares of Class A Common Stock and herewith tenders payment for such shares of Class A Common Stock to the order of Aldel Financial Inc. (the "***Company***") in the amount of $_____ in accordance with the terms hereof. The undersigned requests that a certificate for such shares of Class A Common Stock be registered in the name of _____, whose address is _____ and that such shares of Class A Common Stock be delivered to _____ whose address is _____. If said number of shares of Class A Common Stock is less than all of the shares of Class A Common Stock purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such shares of Class A Common Stock be registered in the name of _____, whose address is _____ and that such Warrant Certificate be delivered to _____, whose address is _____.

In the event that the Warrant has been called for redemption by the Company pursuant to Section 6.1 of the Warrant Agreement and the Company has required cashless exercise pursuant to Section 6.3 of the Warrant Agreement, the number of shares of Class A Common Stock that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(b) and Section 6.3 of the Warrant Agreement.

In the event that the Warrant is to be exercised on a "cashless" basis pursuant to subsection 3.3.1(c) of the Warrant Agreement, the number of shares of Class A Common Stock that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) of the Warrant Agreement.

In the event that the Warrant is to be exercised on a "cashless" basis pursuant to Section 7.4 of the Warrant Agreement, the number of shares of Class A Common Stock that this Warrant is exercisable for shall be determined in accordance with Section 7.4 of the Warrant Agreement.

In the event that the Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of shares of Class A Common Stock that this Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise and (ii) the holder hereof shall complete the following: The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive shares of Class A Common Stock. If said number of shares of Class A Common Stock is less than all of the shares of Class A Common Stock purchasable hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such shares of Class A Common Stock be registered in the

name of _____, whose address is_____ and that such Warrant Certificate be delivered to _____, whose address is _____.

[*Signature Page Follows*]

Date: _____, 20___

_____
Signature

_____

_____

_____
(Address)

_____
(Tax Identification Number)

Signature Guaranteed:

_____

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (OR ANY SUCCESSOR RULE)).

Exhibit 4.5

EXECUTION VERSION

WARRANT AGREEMENT

THIS WARRANT AGREEMENT (this "***Agreement***"), dated as of December 2, 2021, is by and between Aldel Financial Inc., a Delaware corporation (the "***Company***"), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (in such capacity, the "***Warrant Agent***", and also referred to herein as the "***Transfer Agent***").

WHEREAS, the Company entered 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 Company has agreed to issue and sell to the PIPE Investors, an aggregate number of shares of Class A common stock of the Company, par value $0.0001 per share ("***Common Stock***"), and an aggregate number of warrants, with each whole warrant exercisable for one share of Common Stock (the "***Warrants***"), as set forth in the Subscription Agreements, on the terms and subject to the conditions set forth therein;

WHEREAS, the issuance of the Warrants will occur on the date of, and immediately prior to, the consummation of the transactions contemplated by that certain Business Combination Agreement, dated as of August 17, 2021, among the Company, Aldel Merger Sub LLC and The Hagerty Group, LLC (the transactions contemplated thereby being referred to herein as the "***Business Combination***");

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, redemption and exercise of the Warrants;

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent (if a physical certificate is issued), as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company for the Warrants, and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement.

2. Warrants.

2.1 Form of Warrant. Each Warrant shall be issued in registered form only, and, if a physical certificate is issued, shall be in substantially the form of Exhibit A hereto, the provisions of which are incorporated herein and shall be signed by, or bear the facsimile signature of, the Chairman of the Board, President, Chief Executive Officer, Chief Financial Officer or Secretary of the Company. In the event the person whose facsimile signature has been placed upon any Warrant shall have ceased to serve in the capacity in which such person signed the Warrant before such Warrant is issued, it may be issued with the same effect as if he or she had not ceased to be such at the date of issuance. All of the Warrants shall initially be represented by one or more book-entry certificates (each, a "***Book-Entry Warrant Certificate***").

2.2 Effect of Countersignature. If a physical certificate is issued, unless and until countersigned by the Warrant Agent pursuant to this Agreement, a Warrant certificate shall be invalid and of no effect and may not be exercised by the holder thereof.

2.3 Registration.

2.3.1 Warrant Register. The Warrant Agent shall maintain books (the "***Warrant Register***") for the registration of original issuance and the registration of transfer of the Warrants. Upon the initial issuance of the Warrants, the Warrant Agent shall issue and register the Warrants in the names of the respective holders thereof in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent by the Company. If requested, the Registered Holder of a Warrant shall be issued a definitive certificate in physical form evidencing such Warrants which shall be in the form attached hereto as Exhibit A ("***Definitive Warrant Certificate***").

2.3.2 Registered Holder. Prior to due presentment for registration of transfer of any Warrant, the Company and the Warrant Agent may deem and treat the person in whose name such Warrant is registered in the Warrant Register (the "***Registered Holder***") as the absolute owner of such Warrant and of each Warrant represented thereby (notwithstanding any notation of ownership or other writing on a Definitive Warrant Certificate made by anyone other than the Company or the Warrant Agent), for the purpose of any exercise thereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

3. Terms and Exercise of Warrants.

3.1 Warrant Price. Each Warrant shall entitle the Registered Holder thereof, subject to the provisions of such Warrant and of this Agreement, to purchase from the Company one share of Common Stock at the Warrant Price (as defined below), subject to the adjustments provided in Section 4 hereof and in the last sentence of this Section 3.1. The term "***Warrant Price***" as used in this Agreement shall mean the price per share at which shares of Common Stock may be purchased at the time a Warrant is exercised, which shall be, unless adjusted as described in the preceding sentence, $11.50. The Company in its sole discretion may lower the Warrant Price at any time prior to the Expiration Date (as defined below) for a period of not less than twenty (20) Business Days ("***Business Day***" meaning any day other than a Saturday, Sunday or federal holiday, on which banks in New York City are generally open for normal business), provided that the Company shall provide at least twenty (20) days prior written notice of such reduction to Registered Holders of the Warrants, and provided further that any such reduction shall be identical among all of the Warrants.

3.2 Duration of Warrants. A Warrant may be exercised only during the period (the "***Exercise Period***") commencing on the date that is thirty (30) days after the date hereof and terminating at 5:00 p.m., New York City time on the date that is five (5) years after the date hereof (the "***Expiration Date***"). Except with respect to the right to receive the Redemption Price (as defined below) in the event of a redemption (as set forth in Section 6 hereof), each outstanding Warrant not exercised on or before the Expiration Date shall become void, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at 5:00 p.m. New York City time on the Expiration Date. The Company in its sole discretion may extend the duration of the Warrants by delaying the Expiration Date; provided that the Company shall provide at least twenty (20) days prior written notice of any such extension to Registered Holders of the Warrants and, provided further that any such extension shall be identical in duration among all the Warrants.

3.3 Exercise of Warrants.

3.3.1 Payment. Subject to the provisions of the Warrant and this Agreement, a Warrant may be exercised by the Registered Holder thereof by delivering to the Warrant Agent at its corporate trust department (i) the Definitive Warrant Certificate evidencing the Warrants to be exercised, or, in the case of a Book-Entry Warrant Certificate, such exercise documentation as the Warrant Agent may reasonably request executed by the Record Holder, (ii) an election to purchase ("***Election to Purchase***") shares of Common Stock pursuant to the exercise of a Warrant, properly completed and executed by the Registered Holder on the reverse of the Definitive Warrant Certificate or, in the case of a Book-Entry Warrant Certificate, properly delivered by the Record Holder in accordance with the Warrant Agent's procedures, and (iii) payment in full of the Warrant Price for each full share of Common Stock as to which the Warrant is exercised and any and all applicable taxes due in connection with the exercise of the Warrant, the exchange of the Warrant for the shares of Common Stock and the issuance of such shares of Common Stock, as follows:

(a) in lawful money of the United States, in good certified check or good bank draft payable to the order of the Warrant Agent or by wire transfer of immediately available funds;

(b) in the event of a redemption pursuant to Section 6 hereof in which the Company's board of directors (the "***Board***") has elected to require all holders of the Warrants to exercise such Warrants on a "cashless basis," by surrendering the Warrants for that number of shares of Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of Common Stock underlying the Warrants, multiplied by the excess of the "Fair Market Value", as defined in this subsection 3.3.1(b), over the Warrant Price by (y) the Fair Market Value. Solely for purposes of this subsection 3.3.1(b) and Section 6.3, the "Fair Market Value" shall mean the average closing price of the Common Stock for the ten (10) trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of the Warrants, pursuant to Section 6 hereof;

(c) by surrendering Warrants for that number of shares of Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of Common Stock underlying the Warrants, multiplied by the excess of the "Fair Market Value", as defined in this subsection 3.3.1(c), over the Warrant Price by (y) the Fair Market Value. Solely for purposes of this subsection 3.3.1(c), the "Fair Market Value" shall mean the average closing price of the Common Stock for the ten (10) trading days ending on the third trading day prior to the date on which notice of exercise of the Warrant is sent to the Warrant Agent; or

(d) as provided in Section 7.4 hereof.

3.3.2 Issuance of Shares of Common Stock on Exercise. As soon as practicable after the exercise of any Warrant, the Company shall issue to the Registered Holder of such Warrant a book-entry position or certificate, as applicable, for the number of full shares of Common Stock to which he, she or it is entitled, registered in such name or names as may be directed by him, her or it, and if such Warrant shall not have been exercised in full, a new book-entry position or countersigned Warrant, as applicable, for the number of shares of Common Stock as to which such Warrant shall not have been exercised. If fewer than all the Warrants evidenced by a Book-Entry Warrant Certificate are exercised, a notation shall be made to the records maintained by the Warrant Agent evidencing the balance of the Warrants remaining after such exercise. Notwithstanding the foregoing, the Company shall not be obligated to deliver any shares of Common Stock pursuant to the exercise of a Warrant and shall have no obligation to settle such Warrant exercise unless a registration statement under the Securities Act of 1933, as amended (the "***Securities Act***") with respect to the shares of Common Stock underlying the Warrants is then effective and a prospectus relating thereto is current or a valid exemption from registration is available. No Warrant shall be exercisable and the Company shall not be obligated to issue shares of Common Stock upon exercise of a Warrant unless the Common Stock issuable upon such Warrant exercise has been registered, qualified or deemed to be exempt from registration or qualification under the securities laws of the state of residence of the Registered Holder of the Warrants. In no event will the Company be required to net cash settle the Warrant exercise. The Warrants may be exercised by the holders thereof on a "cashless basis" pursuant to Section 3.3, and the Company may require holders of Warrants to settle the Warrant on a "cashless basis" pursuant to Section 7.4. If, by reason of any exercise of Warrants on a "cashless basis", the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a share of Common Stock, the Company shall round down to the nearest whole number, the number of shares of Common Stock to be issued to such holder.

3.3.3 Valid Issuance. All shares of Common Stock issued upon the proper exercise of a Warrant in conformity with this Agreement shall be validly issued, fully paid and non-assessable.

3.3.4 Date of Issuance. Each person in whose name any book-entry position or certificate, as applicable, for shares of Common Stock is issued shall for all purposes be deemed to have become the holder of record of such shares of Common Stock on the date on which the Warrant, or book-entry position representing such Warrant, was surrendered and payment of the Warrant Price was made, irrespective of the date of delivery of such certificate in the case of a certificated Warrant, except that, if the date of such surrender and payment is a date when the share transfer books of the Company or book-entry system of the Warrant Agent are closed, such person shall be deemed to have become the holder of such shares of Common Stock at the close of business on the next succeeding date on which the share transfer books or book-entry system are open.

3.3.5 Maximum Percentage. A holder of a Warrant may notify the Company in writing in the event it elects to be subject to the provisions contained in this subsection 3.3.5; however, no holder of a Warrant shall be subject to this subsection 3.3.5 unless he, she or it makes such election. If the election is made by a holder, the Warrant Agent shall not effect the exercise of the holder's Warrant, and such holder shall not have the right to exercise such Warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the Warrant Agent's actual knowledge, would beneficially own in excess of 4.9% or 9.8% (or such other amount as a holder may specify) (the "***Maximum Percentage***") of the shares of Common Stock outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of shares of Common

Stock beneficially owned by such person and its affiliates shall include the number of shares of Common Stock issuable upon exercise of the Warrant with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock that would be issuable upon (x) exercise of the remaining, unexercised portion of the Warrant beneficially owned by such person and its affiliates and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such person and its affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange* Act**"). For purposes of the Warrant, in determining the number of outstanding shares of Common Stock, the holder may rely on the number of outstanding shares of Common Stock as reflected in (1) the Company's most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, current report on Form 8-K or other public filing with the Securities and Exchange Commission as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. For any reason at any time, upon the written request of the holder of the Warrant, the Company shall, within two (2) Business Days, confirm orally and in writing to such holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of equity securities of the Company by the holder and its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. By written notice to the Company, the holder of a Warrant may from time to time increase or decrease the Maximum Percentage applicable to such holder to any other percentage specified in such notice; provided, however, that any such increase shall not be effective until the sixty-first (61st) day after such notice is delivered to the Company.

4. Adjustments.

4.1 Stock Dividends.

4.1.1 Split-Ups. If after the date hereof, and subject to the provisions of Section 4.6 below, the number of outstanding shares of Common Stock is increased by a stock dividend payable in shares of Common Stock, or by a split-up of shares of Common Stock or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of shares of Common Stock issuable on exercise of each Warrant shall be increased in proportion to such increase in the outstanding shares of Common Stock. A rights offering to holders of the Common Stock entitling holders to purchase shares of Common Stock at a price less than the "Fair Market Value" (as defined below) shall be deemed a stock dividend of a number of shares of Common Stock equal to the product of (i) the number of shares of Common Stock actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for the Common Stock) multiplied by (ii) one (1) minus the quotient of (x) the price per share of Common Stock paid in such rights offering and divided by (y) the Fair Market Value. For purposes of this subsection 4.1.1, (i) if the rights offering is for securities convertible into or exercisable for Common Stock, in determining the price payable for Common Stock, there shall be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) "Fair Market Value" means the volume weighted average price of the Common Stock as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

4.1.2 Extraordinary Dividends. If the Company, at any time while the Warrants are outstanding and unexpired, shall pay a dividend or make a distribution in cash, securities or other assets to the holders of the Common Stock on account of such shares of Common Stock (or other shares of the Company's capital stock into which the Warrants are convertible), other than (a) as described in subsection 4.1.1 above or (b) Ordinary Cash Dividends (as defined below), (any such non-excluded event being referred to herein as an "***Extraordinary Dividend***"), then the Warrant Price shall be decreased, effective immediately after the effective date of such Extraordinary Dividend, by the amount of cash and/or the fair market value (as determined by the Board, in good faith) of any securities or other assets paid on each share of Common Stock in respect of such Extraordinary Dividend. For purposes of this subsection 4.1.2, "***Ordinary Cash Dividends***" means any cash dividend or cash distribution which, when combined on a per share basis, with the per share amounts of all other cash dividends and cash distributions paid on the Common Stock during the 365-day period ending on the date of declaration of such dividend or distribution (as adjusted to appropriately reflect any of the events referred to in other subsections of this Section 4 and excluding cash dividends or cash distributions that resulted in an adjustment to the Warrant Price or to the number of shares of Common Stock issuable on exercise of each Warrant) does not exceed $0.50.

4.2 Aggregation of Shares. If after the date hereof, and subject to the provisions of Section 4.6 hereof, the number of outstanding shares of Common Stock is decreased by a consolidation, combination, reverse stock split or reclassification of shares of Common Stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of Common Stock issuable on exercise of each Warrant shall be decreased in proportion to such decrease in outstanding shares of Common Stock.

4.3 Adjustments in Warrant Price. Whenever the number of shares of Common Stock purchasable upon the exercise of the Warrants is adjusted, as provided in subsection 4.1.1 or Section 4.2 above, the Warrant Price shall be adjusted (to the nearest cent) by multiplying such Warrant Price immediately prior to such adjustment by a fraction (x) the numerator of which shall be the number of shares of Common Stock purchasable upon the exercise of the Warrants immediately prior to such adjustment, and (y) the denominator of which shall be the number of shares of Common Stock so purchasable immediately thereafter.

4.4 Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the outstanding shares of Common Stock (other than a change under subsections 4.1.1 or 4.1.2 or Section 4.2 hereof or that solely affects the par value of such shares of Common Stock), or in the case of any merger or consolidation of the Company with or into another entity or conversion of the Company as another entity (other than a consolidation or merger in which the Company is the continuing corporation (and is not a subsidiary of another entity whose stockholders did not own all or substantially all of the Common Stock of the Company in substantially the same proportions immediately before such transaction) and that does not result in any reclassification or reorganization of the outstanding shares of Common Stock), or in the case of any sale or conveyance to another entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the Warrants shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the shares of Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Warrants would have received if such holder had exercised his, her or its Warrant(s) immediately prior to such event (the "***Alternative Issuance***"); provided, however, that in connection with the closing of any such consolidation, merger, sale or conveyance, the successor or purchasing entity shall execute an amendment hereto with the Warrant Agent providing for delivery of such Alternative Issuance; provided, further, that (i) if the holders of the Common Stock were entitled to exercise a right of election as to the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets constituting the Alternative Issuance for which each Warrant shall become exercisable shall be deemed to be the weighted average of the kind and amount received per share by the holders of the Common Stock in such consolidation or merger that affirmatively make such election, and (ii) if a tender, exchange or redemption offer shall have been made to and accepted by the holders of the Common Stock under circumstances in which, upon completion of such tender or exchange offer, the maker thereof, together with members of any group (within the meaning of Rule 13d-5(b)(1) under the Exchange Act (or any successor rule)) of which such maker is a part, and together with any affiliate or associate of such maker (within the meaning of Rule 12b-2 under the Exchange Act (or any successor rule)) and any members of any such group of which any such affiliate or associate is a part, own beneficially (within the meaning of Rule 13d-3 under the Exchange Act (or any successor rule)) more than 50% of the outstanding shares of Common Stock, the holder of a Warrant shall be entitled to receive as the Alternative Issuance, the highest amount of cash, securities or other property to which such holder would actually have been entitled as a stockholder if such Warrant holder had exercised the Warrant prior to the expiration of such tender or exchange offer, accepted such offer and all of the Common Stock held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustments (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in this Section 4; provided further that if less than 70% of the consideration receivable by the holders of the Common Stock in the applicable event is payable in the form of common stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the Registered Holder properly exercises the Warrant within thirty (30) days following the public disclosure of the consummation of such applicable event by the Company pursuant to a Current Report on Form 8-K filed with the Securities and Exchange Commission, the Warrant Price shall be reduced by an amount (in dollars) equal to the difference (but in no event less than zero) of (i) the Warrant Price in effect prior to such reduction minus (ii) (A) the Per Share Consideration (as defined below) minus (B) the Black-Scholes Warrant Value (as defined below). The "***Black-Scholes Warrant Value***" means the value of a Warrant immediately prior to the consummation of the applicable event based on the Black-Scholes Warrant Model for a Capped American Call on Bloomberg Financial Markets ("***Bloomberg***").

For purposes of calculating such amount, (1) Section 6 of this Agreement shall be taken into account, (2) the price of each share of Common Stock shall be the volume weighted average price of the Common Stock as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event, (3) the assumed volatility shall be the 90 day volatility obtained from the HVT function on Bloomberg determined as of the trading day immediately prior to the day of the announcement of the applicable event, and (4) the assumed risk-free interest rate shall correspond to the U.S. Treasury rate for a period equal to the remaining term of the Warrant. "***Per Share Consideration***" means (i) if the consideration paid to holders of the Common Stock consists exclusively of cash, the amount of such cash per share of Common Stock, and (ii) in all other cases, the volume weighted average price of the Common Stock as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event. If any reclassification or reorganization also results in a change in shares of Common Stock covered by subsection 4.1.1, then such adjustment shall be made pursuant to subsection 4.1.1 or Sections 4.2, 4.3 and this Section 4.4. The provisions of this Section 4.4 shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers. In no event will the Warrant Price be reduced to less than the par value per share issuable upon exercise of the Warrant.

4.5 Notices of Changes in Warrant. Upon every adjustment of the Warrant Price or the number of shares of Common Stock issuable upon exercise of a Warrant, the Company shall give written notice thereof to the Warrant Agent, which notice shall state the Warrant Price resulting from such adjustment and the increase or decrease, if any, in the number of shares of Common Stock purchasable at such price upon the exercise of a Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Upon the occurrence of any event specified in Sections 4.1, 4.2, 4.3 or 4.4, the Company shall give written notice of the occurrence of such event to each holder of a Warrant, at the last address set forth for such holder in the Warrant Register, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event.

4.6 No Fractional Shares. Notwithstanding any provision contained in this Agreement to the contrary, the Company shall not issue fractional shares of Common Stock upon the exercise of Warrants. If, by reason of any adjustment made pursuant to this Section 4, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a share, the Company shall, upon such exercise, round down to the nearest whole number the number of shares of Common Stock to be issued to such holder.

4.7 Form of Warrant. The form of Warrant need not be changed because of any adjustment pursuant to this Section 4, and Warrants issued after such adjustment may state the same Warrant Price and the same number of shares of Common Stock as is stated in the Warrants initially issued pursuant to this Agreement; provided, however, that the Company may at any time in its sole discretion make any change in the form of Warrant that the Company may deem appropriate and that does not affect the substance thereof, and any Warrant thereafter issued or countersigned, whether in exchange or substitution for an outstanding Warrant or otherwise, may be in the form as so changed.

4.8 Other Events. In case any event shall occur affecting the Company as to which none of the provisions of the preceding subsections of this Section 4 are strictly applicable, but which would require an adjustment to the terms of the Warrants in order to (i) avoid an adverse impact on the Warrants and (ii) effectuate the intent and purpose of this Section 4, then, in each such case, the Company shall appoint a firm of independent public accountants, investment banking or other appraisal firm of recognized national standing, which shall give its opinion as to whether or not any adjustment to the rights represented by the Warrants is necessary to effectuate the intent and purpose of this Section 4 and, if they determine that an adjustment is necessary, the terms of such adjustment, provided, however, that under no circumstances shall the Warrants be adjusted pursuant to this Section 4.8 as a result of any issuance of securities in connection with the Business Combination. The Company shall adjust the terms of the Warrants in a manner that is consistent with any adjustment recommended in such opinion.

5. Transfer and Exchange of Warrants.

5.1 Registration of Transfer. The Warrant Agent shall register the transfer, from time to time, of any outstanding Warrant upon the Warrant Register, upon surrender of such Warrant for transfer, in the case of a certificated Warrant, properly endorsed with signatures properly guaranteed and accompanied by appropriate instructions for transfer. Upon any such transfer, a new Warrant representing an equal aggregate number of Warrants shall be issued and the old Warrant shall be cancelled by the Warrant Agent. In the case of certificated Warrants, the Warrants so cancelled shall be delivered by the Warrant Agent to the Company from time to time upon request.

5.2 Procedure for Surrender of Warrants. Warrants may be surrendered to the Warrant Agent, together with a written request for exchange or transfer, and thereupon the Warrant Agent shall issue in exchange therefor one or more new Warrants as requested by the Registered Holder of the Warrants so surrendered, representing an equal aggregate number of Warrants; provided, however, that in the event that a Warrant surrendered for transfer bears a restrictive legend, the Warrant Agent shall not cancel such Warrant and issue new Warrants in exchange thereof until the Warrant Agent has received an opinion of counsel for the Company stating that such transfer may be made and indicating whether the new Warrants must also bear a restrictive legend.

5.3 Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which shall result in the issuance of a warrant certificate or book-entry position for a fraction of a warrant.

5.4 Service Charges. No service charge shall be made for any exchange or registration of transfer of Warrants.

5.5 Warrant Execution and Countersignature. The Warrant Agent is hereby authorized to countersign and to deliver, in accordance with the terms of this Agreement, the Warrants required to be issued pursuant to the provisions of this Section 5, and the Company, whenever required by the Warrant Agent, shall supply the Warrant Agent with Warrants duly executed on behalf of the Company for such purpose.

6. Redemption.

6.1 Redemption of Warrants for Cash. Subject to Sections 6.4 and 6.5 hereof, not less than all of the outstanding Warrants may be redeemed, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the Registered Holders of the Warrants, as described in Section 6.2 below, at the price of $0.01 per Warrant (the "***Redemption Price***"); provided that the closing price of the Common Stock reported has been at least $18.00 per share (subject to adjustment in compliance with Section 4 hereof), on each of twenty (20) trading days within the thirty (30) trading-day period ending on the third Business Day prior to the date on which notice of the redemption is given; provided further that there is an effective registration statement covering the shares of Common Stock issuable upon exercise of the Warrants, and a current prospectus relating thereto, available throughout the 30-day Redemption Period (as defined in Section 6.2 below) or the Company has elected to require the exercise of the Warrants on a "cashless basis" pursuant to subsection 3.3.1 and such cashless exercise is exempt from registration under the Securities Act.

6.2 Date Fixed for, and Notice of, Redemption. In the event that the Company elects to redeem all of the Warrants pursuant to Section 6.1, the Company shall fix a date for the redemption (the "***Redemption Date***"). Notice of redemption shall be mailed by first class mail, postage prepaid, by the Company not less than thirty (30) days prior to the Redemption Date (such period, the "***Redemption Period***") to the Registered Holders of the Warrants to be redeemed at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Registered Holder received such notice.

6.3 Exercise After Notice of Redemption. The Warrants may be exercised, for cash (or on a "cashless basis" in accordance with subsection 3.3.1(b) of this Agreement) at any time after notice of redemption shall have been given by the Company pursuant to Section 6.2 hereof and prior to the Redemption Date. In the event that the Company determines to require all holders of Warrants to exercise their Warrants on a "cashless basis" pursuant to subsection 3.3.1, the notice of redemption shall contain the information necessary to calculate the number of shares of Common Stock to be received upon exercise of the Warrants, including the "Fair Market Value" (as such term is defined in subsection 3.3.1(b) hereof) in such case. On and after the Redemption Date, the record holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Redemption Price.

7. Other Provisions Relating to Rights of Holders of Warrants.

7.1 No Rights as Stockholder. A Warrant does not entitle the Registered Holder thereof to any of the rights of a stockholder of the Company, including, without limitation, the right to receive dividends, or other distributions, exercise any preemptive rights to vote or to consent or to receive notice as stockholders in respect of the meetings of stockholders or the election of directors of the Company or any other matter.

7.2 Lost, Stolen, Mutilated, or Destroyed Warrants. If any Warrant is lost, stolen, mutilated, or destroyed, the Company and the Warrant Agent may on such terms as to indemnity or otherwise as they may in their discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination, tenor, and date as the Warrant so lost, stolen, mutilated, or destroyed. Any such new Warrant shall constitute a substitute contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated, or destroyed Warrant shall be at any time enforceable by anyone.

7.3 Reservation of Common Stock. The Company shall at all times reserve and keep available a number of its authorized but unissued shares of Common Stock that shall be sufficient to permit the exercise in full of all outstanding Warrants issued pursuant to this Agreement.

7.4 Cashless Exercise at Company's Option. If the Common Stock is at the time of any exercise of a Warrant not listed on a national securities exchange such that, as a result, the Common Stock does not satisfy the definition of a "covered security" under Section 18(b)(1) of the Securities Act (or any successor rule), the Company may, at its option, require holders of Warrants who exercise Warrants to exercise such Warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act (or any successor rule) for that number of shares of Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of Common Stock underlying the Warrants, multiplied by the excess of the "Fair Market Value" (as defined below) over the Warrant Price by (y) the Fair Market Value. Solely for purposes of this Section 7.4 "Fair Market Value" shall mean the average closing price of the Common Stock for the ten (10) trading day period ending on the trading day prior to the date that notice of exercise is received by the Warrant Agent from the holder of such Warrants or its securities broker or intermediary.

8. Concerning the Warrant Agent and Other Matters.

8.1 Payment of Taxes. The Company shall from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of shares of Common Stock upon the exercise of the Warrants, but the Company shall not be obligated to pay any transfer taxes in respect of the Warrants or such shares of Common Stock.

8.2 Resignation, Consolidation, or Merger of Warrant Agent.

8.2.1 Appointment of Successor Warrant Agent. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the holder of a Warrant (who shall, with such notice, submit his, her or its Warrant for inspection by the Company), then the holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at the Company's cost. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a corporation organized and existing under the laws of the State of New York, in good standing and having its principal office in the Borough of Manhattan, City and State of New York, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent the Company shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

8.2.2 Notice of Successor Warrant Agent. In the event a successor Warrant Agent shall be appointed, the Company shall give notice thereof to the predecessor Warrant Agent and the Transfer Agent for the Common Stock not later than the effective date of any such appointment.

8.2.3 Merger or Consolidation of Warrant Agent. Any corporation into which the Warrant Agent may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement without any further act.

8.3 Fees and Expenses of Warrant Agent.

8.3.1 Remuneration. The Company agrees to pay the Warrant Agent reasonable remuneration for its services as such Warrant Agent hereunder and shall, pursuant to its obligations under this Agreement, reimburse the Warrant Agent upon demand for all expenditures that the Warrant Agent may reasonably incur in the execution of its duties hereunder.

8.3.2 Further Assurances. The Company agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

8.4 Liability of Warrant Agent.

8.4.1 Reliance on Company Statement. Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by the Chief Executive Officer, Chief Financial Officer, President, Executive Vice President, Vice President, Secretary or Chairman of the Board of the Company and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement for any action taken or suffered in good faith by it pursuant to the provisions of this Agreement.

8.4.2 Indemnity. The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Warrant Agent in the execution of this Agreement, except as a result of the Warrant Agent's gross negligence, willful misconduct or bad faith.

8.4.3 Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof). The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant. The Warrant Agent shall not be responsible to make any adjustments required under the provisions of Section 4 hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any shares of Common Stock to be issued pursuant to this Agreement or any Warrant or as to whether any shares of Common Stock shall, when issued, be valid and fully paid and non-assessable.

8.5 Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the terms and conditions herein set forth and among other things, shall account promptly to the Company with respect to Warrants exercised and concurrently account for, and pay to the Company, all monies received by the Warrant Agent for the purchase of shares of Common Stock through the exercise of the Warrants.

9. Miscellaneous Provisions.

9.1 Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

9.2 Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

If to the Company, to:

Hagerty, Inc. (formerly, Aldel Financial Inc.)

P.O. Box 1303
Traverse City, MI 49685-1303
Attention: Barbara Matthews, General Counsel

With a required copy to:
Sidley Austin LLP
One South Dearborn St. Chicago, IL 60603
Attention: Sean Keyvan; William Howell; Jonathan Blackburn

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Continental Stock Transfer & Trust Company
One State Street, 30th Floor
New York, NY 10004
Attention: Compliance Department

9.3 Applicable Law. The validity, interpretation, and performance of this Agreement and of the Warrants shall be governed in all respects by 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. The Company hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. The Company hereby waives any objection to such jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, this Section 9.3 shall not apply to any action, proceeding or claim brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum.

9.4 Persons Having Rights under this Agreement. Nothing in this Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto and the Registered Holders of the Warrants any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Holders of the Warrants.

9.5 Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in the Borough of Manhattan, City and State of New York, for inspection by the Registered Holder of any Warrant. The Warrant Agent may require any such holder to submit such holder's Warrant for inspection by the Warrant Agent.

9.6 Counterparts. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

9.7 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

9.8 Amendments. This Agreement may be amended by the parties hereto without the consent of any Registered Holder (i) for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained herein or adding or changing any other provisions with respect to matters or questions arising under this Agreement as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the interest of the Registered Holders, and (ii) to provide for the delivery of Alternative Issuance pursuant to Section 4.4. All other modifications or amendments, including any modification or amendment to increase the Warrant Price or shorten the Exercise Period, shall require the vote or written consent of the Registered Holders of 50% of

the number of the then outstanding Warrants. Notwithstanding the foregoing, the Company may lower the Warrant Price or extend the duration of the Exercise Period pursuant to Sections 3.1 and 3.2, respectively, without the consent of the Registered Holders.

9.9 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

[*Signature Page Follows*]

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

ALDEL FINANCIAL INC.

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

CONTINENTAL STOCK TRANSFER & TRUST COMPANY, as Warrant Agent

By: /s/ Ana Gois
Name: Ana Gois
Title: Vice President

[*Signature Page to Warrant Agreement*]

EXHIBIT A

Form of Warrant Certificate

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE TRANSFERRED UNTIL (i) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") SHALL HAVE BECOME EFFECTIVE WITH RESPECT THERETO OR (ii) RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED IN CONNECTION WITH SUCH PROPOSED TRANSFER NOR IS SUCH TRANSFER IN VIOLATION OF ANY APPLICABLE STATE SECURITIES LAWS. THIS LEGEND SHALL BE ENDORSED UPON ANY WARRANT ISSUED IN EXCHANGE FOR THIS WARRANT OR ANY SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT.

Number

Warrants

THIS WARRANT SHALL BE VOID IF NOT EXERCISED PRIOR TO

THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR

IN THE WARRANT AGREEMENT DESCRIBED BELOW

ALDEL FINANCIAL INC.

Incorporated Under the Laws of the State of Delaware

CUSIP

Warrant Certificate

This Warrant Certificate certifies that _____, or registered assigns, is the registered holder of warrant(s) evidenced hereby (the "***Warrants***" and each, a "***Warrant***") to purchase shares of Class A common stock, $0.0001 par value per share ("***Class A Common Stock***"), of Aldel Financial Inc., a Delaware corporation (the "***Company***"). Each whole Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to below, to receive from the Company that number of fully paid and non-assessable shares of Class A Common Stock as set forth below, at the exercise price (the "***Warrant Price***") as determined pursuant to the Warrant Agreement, payable in lawful money (or through "***cashless exercise***" as provided for in the Warrant Agreement) of the United States of America upon surrender of this Warrant Certificate and payment of the Warrant Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each whole Warrant is initially exercisable for one fully paid and non-assessable share of Class A Common Stock. No fractional shares will be issued upon exercise of any Warrant. If, upon the exercise of Warrants, a holder would be entitled to receive a fractional interest in a share of Class A Common Stock, the Company will, upon exercise, round down to the nearest whole number the number of shares of Class A Common Stock to be issued to the Warrant holder. The number of shares of Class A Common Stock issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

The initial Warrant Price per share of Class A Common Stock for any Warrant is equal to $11.50 per share. The Warrant Price is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such Warrants shall become void. The Warrants may be redeemed, subject to certain conditions, as set forth in the Warrant Agreement.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement.

This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of laws principles thereof.

ALDEL FINANCIAL INC.

By: _____

Name: _____

Title: _____

CONTINENTAL STOCK TRANSFER & TRUST COMPANY
as Warrant Agent

By: _____
Name: _____
Title: _____

[Form of Warrant Certificate]

[Reverse]

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants entitling the holder on exercise to receive shares of Class A Common Stock and are issued or to be issued pursuant to a Warrant Agreement dated as of _____, 2021 (the "***Warrant Agreement***"), duly executed and delivered by the Company to Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the "***Warrant Agent***"), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "***holders***" or "***holder***" meaning the Registered Holders or Registered Holder, respectively) of the Warrants. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Warrants may be exercised at any time during the Exercise Period, and in the manner, set forth in the Warrant Agreement. In the event that upon any exercise of Warrants evidenced hereby the number of Warrants exercised shall be less than the total number of Warrants evidenced hereby, there shall be issued to the holder hereof or his, her or its assignee, a new Warrant Certificate evidencing the number of Warrants not exercised.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no Warrant may be exercised unless at the time of exercise (i) (A) a registration statement covering the shares of Class A Common Stock to be issued upon exercise is effective under the Securities Act and (B) a prospectus thereunder relating to the shares of Class A Common Stock is current or (ii) a valid exemption from registration is available for the issuance of such Class A Common Stock, except through "cashless exercise" as provided for in the Warrant Agreement.

The Warrant Agreement provides that upon the occurrence of certain events the number of shares of Class A Common Stock issuable upon exercise of the Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a Warrant, the holder thereof would be entitled to receive a fractional interest in a share of Class A Common Stock, the Company shall, upon exercise, round down to the nearest whole number of shares of Class A Common Stock to be issued to the holder of the Warrant.

Warrant Certificates, when surrendered at the principal corporate trust office of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of Warrants.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Warrant Agent a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be

affected by any notice to the contrary. Neither the Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a stockholder of the Company.

Election to Purchase

(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive _____ shares of Class A Common Stock and herewith tenders payment for such shares of Class A Common Stock to the order of Aldel Financial Inc. (the "***Company***") in the amount of $_____ in accordance with the terms hereof. The undersigned requests that a certificate for such shares of Class A Common Stock be registered in the name of _____, whose address is _____ and that such shares of Class A Common Stock be delivered to _____ whose address is _____. If said number of shares of Class A Common Stock is less than all of the shares of Class A Common Stock purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such shares of Class A Common Stock be registered in the name of _____, whose address is _____ and that such Warrant Certificate be delivered to _____, whose address is _____.

In the event that the Warrant has been called for redemption by the Company pursuant to Section 6.1 of the Warrant Agreement and the Company has required cashless exercise pursuant to Section 6.3 of the Warrant Agreement, the number of shares of Class A Common Stock that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(b) and Section 6.3 of the Warrant Agreement.

In the event that the Warrant is to be exercised on a "cashless" basis pursuant to subsection 3.3.1(c) of the Warrant Agreement, the number of shares of Class A Common Stock that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) of the Warrant Agreement.

In the event that the Warrant is to be exercised on a "cashless" basis pursuant to Section 7.4 of the Warrant Agreement, the number of shares of Class A Common Stock that this Warrant is exercisable for shall be determined in accordance with Section 7.4 of the Warrant Agreement.

In the event that the Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of shares of Class A Common Stock that this Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise and (ii) the holder hereof shall complete the following: The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive shares of Class A Common Stock. If said number of shares of Class A Common Stock is less than all of the shares of Class A Common Stock purchasable hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such shares of Class A Common Stock be registered in the name of _____, whose address is_____ and that such Warrant Certificate be delivered to _____, whose address is _____.

[*Signature Page Follows*]

Date: _____, 20___

_____

Signature

_____

_____

(Address)

(Tax Identification Number)

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (OR ANY SUCCESSOR RULE)).

Exhibit 10.4

TAX RECEIVABLE AGREEMENT

among

ALDEL FINANCIAL INC.,

and

THE PERSONS NAMED HEREIN

Dated as of December 2, 2021

TABLE OF CONTENTS

TAX RECEIVABLE AGREEMENT

This TAX RECEIVABLE AGREEMENT (this "Agreement"), dated as of December 2, 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 December 2, 2021 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 consumption 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: /s/ McKeel Hagerty
Name: McKeel Hagerty
Title: Chief Executive Officer

The Hagerty Group, LLC

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

Hagerty Holding Corp.

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

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: /s/ Richard R. Whitt, III
Name: Richard R. Whitt, III
Title: Co-Chief Executive Officer

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

SIGNATURE PAGE TO TAX RECEIVABLE AGREEMENT

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 December 2, 2021, 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

Execution Version

LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this "Agreement") is dated as of December 2, 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."

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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.

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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: /s/ Robert I. Kauffman
Name: Robert I. Kauffman

Title: Chief Executive Officer

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: /s/ Richard R. Whitt, III
Name: /s/ Richard R. Whitt, III
Co-Chief Executive Officer
Address: 4521 Highwoods Parkway
Glen Allen, VA 23060

NUMBER OF LOCK-UP SHARES:

90,000,000 Shares of Class V Common Stock

HAGERTY HOLDING CORP.

By: /s/ McKeel Hagerty
Name: McKeel Hagerty

Address: P.O. Box 1303
Traverse City, MI 49685-1303

NUMBER OF LOCK-UP SHARES:

210,000,000 Shares of Class V Common Stock

Signature Page to Lock-up Agreement

Exhibit 10.6

FOURTH AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

THE HAGERTY GROUP, LLC

DATED AS OF DECEMBER 2, 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 December 2, 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 85,332,500 Units to PubCo and (iii) the Units held by HHC will convert into the right to receive the Mixed Consideration (as defined in the Business Combination Agreement) and the Units held by Markel will convert into the right to receive the Equity 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 December [●], 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 and Replacement 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. The Members shall have no right to remove or replace the Managing Member. No resignation by Pubco (or its successor, as applicable) as Managing Member, and no replacement of PubCo (or its successor, as applicable) as Managing Member, shall be effective unless 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 5.12(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 DECEMBER 2, 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: /s/ McKeel Hagerty
Name: McKeel Hagerty
Title: Chief Executive Officer

MEMBERS:

HAGERTY, INC.

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

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

EXHIBIT A

Member	Number of Units Owned
Hagerty Holding Corp.	176,033,906
Markel Corporation	75,000,000
Hagerty, Inc.	82,327,466
Total	333,361,372

EXHIBIT B

Exchange Agreement

Schedule 7.4(b)

Restricted Business

Developing valuation products and databases

Vehicle Identification Number Decoder

Collector vehicle auctions (physical or virtual)

Development of collector vehicle storage facilities and insurance of storage facilities where the primary purpose is storage of collector vehicles

Collector vehicle automotive events

Collector vehicle seminars

Collector vehicle enthusiast activities

Motorsports registration platform

Exhibit 10.7

SPONSOR WARRANT LOCK-UP AGREEMENT

This SPONSOR WARRANT LOCK-UP AGREEMENT, dated as of December 2, 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 August 17, 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:

FG SPAC Partners, LP
c/o FG SPAC Partners GP, LLC
108 Gateway Boulevard, Suite 204
Mooresville, NC 28117
Attention: D. Kyle Cerminara; Jeff L. Sutton
E-mail: kyle@fundamentalglobal.com; jeff@fundamentalglobal.com

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]

WITNESS the execution of this Agreement as of the date first above written.

COMPANY:

HAGERTY, INC.

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

SPONSOR:

ALDEL INVESTORS LLC

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

FGSP:

FG SPAC PARTNERS, LP
By: FG SPAC Partners GP, LLC (its general partner)
By: FG Financial Group, Inc. (its manager)

By: /s/ Larry G. Swets, Jr.
Name: Larry G. Swets, Jr.
Title: Chief Executive Officer

[Signature Page to Sponsor Warrant Lock-up Agreement]

Exhibit 10.8

Execution Agreement

EXCHANGE AGREEMENT

EXCHANGE AGREEMENT (this "Agreement"), dated as of December 2, 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 the date hereof, 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 August 17, 2021, 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: /s/ McKeel Hagerty
Name: McKeel Hagerty
Title: Chief Executive Officer

[*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: /s/ McKeel Hagerty
Name: McKeel Hagerty
Title: Chief Executive Officer

[*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: /s/ McKeel Hagerty
Name: McKeel Hagerty
Title: Chief Executive Officer

[*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: /s/ Richard R. Whitt, III
Name: Richard R. Whitt, III
Title: Co-Chief Executive Officer

[*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 December 2, 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 10.9

DIRECTOR AND OFFICER INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this **"Agreement"**) is entered into as of the second day of December, 2021 (the "**Effective Date**"), by and between Hagerty, Inc., a Delaware corporation (the **"Company"**), and _____ ("**Indemnitee**").

RECITALS

A. The Company is aware that competent and experienced persons are increasingly reluctant to serve or continue serving as directors or officers of companies unless they are protected by comprehensive liability insurance and adequate indemnification due to the increased exposure to litigation costs and risks resulting from service to such companies that often bear no relationship to the compensation of such directors or officers.

B. The statutes and judicial decisions regarding the duties of directors and officers are often insufficient to provide directors and officers with adequate, reliable knowledge of the legal risks to which they are exposed or the manner in which they are expected to execute their fiduciary duties and responsibilities.

C. The Company and the Indemnitee recognize that plaintiffs often seek damages in such large amounts, and the costs of litigation may be so great (whether or not the claims are meritorious), that the defense and/or settlement of such litigation can create an extraordinary burden on the personal resources of directors and officers.

D. The board of directors of the Company has concluded that, to attract and retain competent and experienced persons to serve as directors and officers of the Company, it is not only reasonable and prudent but necessary to promote the best interests of the Company and its stockholders for the Company to contractually indemnify its directors and certain of its officers in the manner set forth herein, and to assume for itself liability for expenses and damages in connection with claims against such directors and officers in connection with their service to the Company as provided herein.

E. Section 145 of the General Corporation Law of Delaware (the "**DGCL**") permits the Company to indemnify and advance defense costs to its officers and directors and to indemnify and advance expenses to persons who serve at the request of the Company as directors, officers, employees, or agents of other corporations or enterprises.

F. The Company desires and has requested the Indemnitee to serve or continue to serve as a director and/or officer of the Company, and the Indemnitee is willing to serve, or to continue to serve, as a director and/or officer of the Company if the Indemnitee is furnished the indemnity provided for herein by the Company.

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

1. **Definitions**. For purposes of this Agreement, the following terms shall have the corresponding meanings set forth below.

"**Change in Control**" means each of the following, occurring after the Effective Date:

(i) The date 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, other than a Qualified Stockholder (as defined in the Company's Third Amended and Restated Certificate of Incorporation) becomes the "Beneficial Owner," as such term is defined in Rule 13d-3 promulgated under the Exchange Act, of more than 50% of the combined voting power of the Company's outstanding shares, other than beneficial ownership by (A) the Company or any subsidiary of the Company, (B) any employee benefit plan of the

Company or any subsidiary of the Company or (C) any entity of the Company for or pursuant to the terms of any such plan. Notwithstanding the foregoing, a Change in Control shall not occur as the result of an acquisition of outstanding shares of the Company by the Company which, by reducing the number of shares outstanding, increases the proportionate number of shares beneficially owned by a Person to more than 50% of the shares of the Company then outstanding; or

(ii) The date the Company consummates a merger or consolidation with another entity, or engages in a reorganization with or a statutory share exchange or an exchange offer for the Company's outstanding voting stock of any class with another entity or acquires another entity by means of a statutory share exchange or an exchange offer, or engages in a similar transaction; provided that no Change in Control shall have occurred by reason of this paragraph unless either:

(A) the stockholders of the Company immediately prior to the consummation of the transaction would not, immediately after such consummation, as a result of their beneficial ownership of voting stock of the Company immediately prior to such consummation (I) be the Beneficial Owners, directly or indirectly, of securities of the resulting or acquiring entity entitled to elect a majority of the members of the board of directors or other governing body of the resulting or acquiring entity; and (II) be the Beneficial Owners of the resulting or acquiring entity in substantially the same proportion as their beneficial ownership of the voting stock of the Company immediately prior to such transaction; or

(B) those persons who were directors of the Company immediately prior to the consummation of the proposed transaction would not, immediately after such consummation, constitute a majority of the directors of the resulting entity.

(iii) The date of the sale or disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company to any Person (as defined in paragraph (i) above) other than an affiliate of the Company (meaning any corporation that is part of a controlled group within the meaning of Section 414(b) or (c) of the Internal Revenue Code of 1986, as amended); or

(iv) The date the number of duly elected and qualified directors of the Company who were not either elected by the Company's board of directors or nominated by the Company's board of directors or its nominating/ governance committee for election by the stockholders shall constitute a majority of the total number of directors of the Company as fixed by its bylaws.

The Reviewing Party (as defined below) shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control of the Company has occurred pursuant to the above definition, and the date of the occurrence of such Change in Control and any incidental matters relating thereto.

"Claim" means a claim or action asserted by a Person in a Proceeding or any other written demand for relief in connection with or arising from an Indemnification Event.

"Covered Entity" means (i) the Company, (ii) any subsidiary of the Company or (iii) any other Person for which Indemnitee is or was or may be deemed to be serving, at the request of the Company or any subsidiary of the Company, as a director, officer, employee, controlling person, agent or fiduciary.

"Disinterested Director" means, with respect to any determination contemplated by this Agreement, any Person who, as of the time of such determination, is a member of the Company's board of directors but is not a party to any Proceeding then pending with respect to any Indemnification Event.

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

"Expenses" means any and all out-of-pocket fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing costs, binding costs, telephone charges, postage and delivery service fees and all other disbursements or expenses of any type or nature whatsoever reasonably incurred by Indemnitee (including, subject to the limitations set forth in **Section 3(c)** below, reasonable attorneys' fees) in connection with or arising from an Indemnification Event, including, without limitation: (i) the investigation or defense of a Claim; (ii) being, or preparing to be, a witness or otherwise participating, or preparing to participate, in any Proceeding; (iii) furnishing, or preparing to furnish, documents in response to a subpoena or otherwise in connection with any Proceeding; (iv) any appeal of any judgment, outcome or determination in any Proceeding (including, without limitation, any premium, security for and other costs relating to any cost bond, supersedeas bond or any other appeal bond or its equivalent); (v) establishing or enforcing any right to indemnification under this Agreement (including, without limitation, pursuant to **Section 2(c)** below), the DGCL or otherwise, regardless of whether Indemnitee is ultimately successful in such action, unless as a part of such action, a court of competent jurisdiction over such action determines that each of the material assertions made by Indemnitee as a basis for such action was not made in good faith or was frivolous; (vi) Indemnitee's defense of any Proceeding instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement (including, without limitation, costs and expenses incurred with respect to Indemnitee's counterclaims and cross-claims made in such action); (vii) in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (viii) any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including all interest, assessments and other charges paid or payable with respect to such payments. For purposes of clarification, Expenses shall not include Losses.

An **"Indemnification Event"** shall be deemed to have occurred if Indemnitee was or is or becomes, or is threatened to be made, a party to or witness or other participant in, or was or is or becomes obligated to furnish or furnishes documents in response to a subpoena or otherwise in connection with, any Proceeding by reason of the fact that Indemnitee is or was or may be deemed a director, officer, employee, controlling person, agent or fiduciary of any Covered Entity, or by reason of any action or inaction on the part of Indemnitee while serving in any such capacity.

"Independent Legal Counsel" means an attorney or firm of attorneys that is experienced, knowledgeable and qualified in matters of corporate law, or such other specialty as required by the matter in question, and neither presently is, nor in the thirty-six (36) months prior to such designation has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party, or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder.

"Losses" means any and all losses, claims, damages, liabilities, judgments, fines, penalties, settlement payments, awards and amounts of any type whatsoever incurred by Indemnitee in connection with or arising from an Indemnification Event. For purposes of clarification, Losses shall not include Expenses.

"Organizational Documents" means any and all organizational documents, charters or similar agreements or governing documents, including, without limitation, (i) with respect to a corporation, its certificate of incorporation and bylaws, (ii) with respect to a limited liability company, its operating agreement, and (iii) with respect to a limited partnership, its partnership agreement.

"Proceeding" means any threatened, pending or completed claim, demand, action, suit, proceeding, arbitration or alternative dispute resolution mechanism, investigation (whether formal or informal), inquiry, administrative hearing or appeal or any other actual, threatened or completed proceeding, whether brought in the right of a Covered Entity or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative, internal or investigative nature.

"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 entity or government or agency or political subdivision thereof.

"Reviewing Party" means, with respect to any determination contemplated by this Agreement, any one of the following: (i) a majority of the Disinterested Directors, even if such Persons would not constitute a quorum of the Company's board of directors; (ii) a committee consisting solely of Disinterested Directors, even if such Persons would not constitute a quorum of the Company's board of directors, so long as such committee was designated by a majority of the Disinterested Directors; (iii) Independent Legal Counsel designated by the Disinterested Directors (or, if there are no Disinterested Directors, the Company's board of directors) (in which case, any determination shall be evidenced by the rendering of a written opinion); or (iv) in the absence of any Disinterested Directors, the Company's stockholders; provided, that, in the event that a Change in Control has occurred, the Reviewing Party shall be Independent Legal Counsel (selected by Indemnitee) in a written opinion to the board of directors of the Company, a copy of which shall be delivered to the Indemnitee.

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

2. Indemnification.

(a) Indemnification of Losses and Expenses. If an Indemnification Event has occurred, then, subject to **Section 8** below, the Company shall indemnify and hold harmless Indemnitee, to the fullest extent permitted by the DGCL, as such law may be amended from time to time (but in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than were permitted prior thereto), against any and all Losses and Expenses; provided that the Company's commitment set forth in this **Section 2(a)** to indemnify the Indemnitee shall be subject to the limitations and procedural requirements set forth in this Agreement. Notwithstanding the foregoing, except for proceedings to enforce any director's or officer's rights to indemnification or any director's rights to advancement of expenses, the Corporation shall not be obligated to indemnify any director or officer, or advance expenses of any director, (or such director's or officer's heirs, executors or personal or legal representatives) in connection with any proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized by the Company's board of directors.

(b) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Losses or Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

(c) Advancement of Expenses. The Company shall advance Expenses to or on behalf of Indemnitee to the fullest extent permitted by the DGCL, as such law may be amended from time to time (but in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than were permitted prior thereto), as soon as practicable, but in any event not later than 30 days after written request therefor by Indemnitee, which request shall be accompanied by vouchers, invoices or similar evidence documenting in reasonable detail the Expenses incurred or to be incurred by Indemnitee; provided, however, that Indemnitee need not submit to the Company any information that counsel for Indemnitee reasonably deems is privileged and exempt from compulsory disclosure in any Proceeding. Advances shall be made without regard to Indemnitee's ability to repay the expenses, without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement, and Indemnitee's right to such advancement is not subject to the satisfaction of any standard of conduct. Advances shall include any and all reasonable Expenses incurred pursuing a Proceeding to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. Without limiting the generality or effect of the foregoing, within thirty (30) days after any request by Indemnitee, the Company shall, in accordance with such request (but without duplication), (a) pay such Expenses on behalf of Indemnitee, (b) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (c) reimburse Indemnitee for such Expenses. Execution and delivery of this Agreement by the Indemnitee constitutes a written undertaking to repay such amounts advanced only if, and to the extent that, it shall ultimately be determined by a court of competent jurisdiction in a final adjudication that Indemnitee is not entitled to be indemnified by the Company as authorized by this Agreement. No other form of undertaking shall be required other than the execution of this Agreement.

(d) Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for Losses or Expenses, in connection with any Proceeding relating to an Indemnification Event under this Agreement, in such proportion as is deemed fair and reasonable by the Reviewing Party in light of all of the circumstances of such Proceeding in order to reflect (1) the relative benefits received by the Company and Indemnitee as a result of

the event(s) and/or transaction(s) giving rise to such Proceeding; and (2) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s). The Company hereby agrees to fully indemnify and hold harmless Indemnitee from any claims for contribution which may be brought by officers, directors or employees of the Company (other than Indemnitee) who may be jointly liable with Indemnitee.

3. Indemnification Procedures.

(a) Notice of Indemnification Event. Indemnitee shall give the Company notice as soon as practicable of any Indemnification Event of which Indemnitee becomes aware and of any request for indemnification hereunder, provided that any failure to so notify the Company shall not relieve the Company of any of its obligations under this Agreement, except if, and then only to the extent that, such failure increases the liability of the Company under this Agreement.

(b) Notice to Insurers. The Company shall give prompt written notice of any Indemnification Event which may be covered by the Company's liability insurance to the insurers in accordance with the procedures set forth in each of the applicable policies of insurance. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Indemnification Event in accordance with the terms of such policies; provided that nothing in this **Section 3(b)** shall affect the Company's obligations under this Agreement or the Company's obligations to comply with the provisions of this Agreement in a timely manner as provided.

(c) Selection of Counsel. If the Company shall be obligated hereunder to pay or advance Expenses or indemnify Indemnitee with respect to any Losses, the Company shall be entitled to assume the defense of any related Claims, with counsel selected by the Company. After the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the defense of such Claims; provided that: (i) Indemnitee shall have the right to employ counsel in connection with any such Claim at Indemnitee's expense; and (ii) if (A) the employment of counsel by Indemnitee has been previously authorized by the Company, (B) counsel for Indemnitee shall have provided the Company with written advice that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense, (C) the fees and expenses are non-duplicative and reasonably incurred in connection with Indemnitee's role in the Proceeding despite the Company's assumption of the defense, (D) after a Change in Control, the employment of counsel by Indemnitee has been approved by the Independent Legal Counsel, or (E) the Company shall not in fact have employed counsel to assume the defense of such Proceeding or the Company shall not continue to retain such counsel to defend such Claim, then the fees and expenses of Indemnitee's counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company, or as to which Indemnitee shall have made the determination provided for in (B) above. Indemnitee agrees that any such separate counsel retained by indemnitee will be a member of any approved list of panel counsel under the Company's applicable directors and officers liability insurance policy, should the applicable policy provide for a panel of approved counsel and should such approved panel list comprise law firms with well-established reputations in the type of litigation at issue. (For clarity, the fact of a firm's being part of a panel shall not be evidence of a firm's having a well-established national reputation for the type of litigation at issue).

4. Determination of Right to Indemnification.

(a) Successful Proceeding. To the extent Indemnitee has been successful, on the merits or otherwise, in defense of any Proceeding that is the subject of any Indemnification Event referred to in **Section 2(a)**, the Company shall indemnify Indemnitee against Losses and Expenses incurred by him or her in connection therewith. If Indemnitee is not wholly successful in such Proceeding, but is successful, on the merits or otherwise, as to one or more but less than all Claims in such Proceeding, the Company shall indemnify Indemnitee against all Losses and Expenses actually or reasonably incurred by Indemnitee in connection with each successfully resolved Claim. For these purposes and without limitation, Indemnitee will be deemed to have been "successful on the merits" in circumstances including but not limited to the termination of any Proceeding or of any Claim, issue or matter therein, by the winning of a dismissal (with or without prejudice), motion for summary judgment, settlement (with or without court approval), or upon a plea of *nolo contendere* or its equivalent.

(b) Other Proceedings. In the event that **Section 4(a)** is inapplicable, the Company shall nevertheless indemnify Indemnitee as provided in **Section 2(a)** or **2(b),** as applicable, or provide a contribution payment to the Indemnitee as provided in **Section 2(d)**, to the extent determined by the Reviewing Party.

(c) Reviewing Party Determination. A Reviewing Party chosen by the Company's board of directors shall determine whether Indemnitee is entitled to indemnification, subject to the following:

(i) A Reviewing Party so chosen shall act in the utmost good faith to assure Indemnitee a complete opportunity to present to such Reviewing Party Indemnitee's case that Indemnitee has met the applicable standard of conduct.

(ii) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of a Covered Entity, including, without limitation, its financial statements, or on information supplied to Indemnitee by the officers or employees of a Covered Entity in the course of their duties, or on the advice of legal counsel for a Covered Entity or on information or records given, or reports made, to a Covered Entity by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by a Covered Entity. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of a Covered Entity shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this **Section 4(c)(ii)** are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Any Person seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(iii) If a Reviewing Party chosen pursuant to this **Section 4(c)** shall not have made a determination whether Indemnitee is entitled to indemnification within thirty (30) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (A) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (B) a prohibition of such indemnification under applicable law; provided, however, that such 30 day period may be extended for a reasonable time, not to exceed an additional fifteen (15) days, if the Reviewing Party in good faith requires such additional time for obtaining or evaluating documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this **Section 4(c)(iii)** shall not apply if (I) the determination of entitlement to indemnification is to be made by the stockholders of the Company, (II) a special meeting of stockholders is called by the board of directors of the Company for such purpose within thirty (30) days after the stockholders are chosen as the Reviewing Party, (III) such meeting is held for such purpose within sixty (60) days after having been so called, and (IV) such determination is made thereat.

(d) Appeal to Court. Notwithstanding a determination by a Reviewing Party chosen pursuant to **Section 4(c)** that Indemnitee is not entitled to indemnification with respect to a specific Claim or Proceeding (an **"Adverse Determination"**), Indemnitee shall have the right to apply to the court in which that Claim or Proceeding is or was pending or any other court of competent jurisdiction for the purpose of enforcing Indemnitee's right to indemnification pursuant to this Agreement, provided that Indemnitee shall commence any such Proceeding seeking to enforce Indemnitee's right to indemnification within one (1) year following the date upon which Indemnitee is notified in writing by the Company of the Adverse Determination. In the event of any dispute between the parties concerning their respective rights and obligations hereunder, the Company shall have the burden of proving that the Company is not obligated to make the payment or advance claimed by Indemnitee.

(e) Presumption of Success. The Company acknowledges that a settlement or other disposition short of final judgment shall be deemed a successful resolution for purposes of **Section 4(a)** if it permits a party to avoid expense, delay, distraction, disruption or uncertainty. In the event that any Proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such Proceeding with or without payment of money or other consideration), it shall be presumed that Indemnitee has been successful on the merits or otherwise in such Proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(f) Settlement of Claims. The Company shall not be liable to indemnify Indemnitee under this Agreement or otherwise for any amounts paid in settlement of any Proceeding effected without the Company's written consent. The Company shall not

settle any Proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Company nor the Indemnitee will unreasonably withhold their consent to any proposed settlement. The Company shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial award if the Company was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action; the Company's liability hereunder shall not be excused if participation in the Proceeding by the Company was barred by this Agreement. The Company shall not, on its own behalf, settle any part of any Proceeding to which Indemnitee is party with respect to other parties (including the Company) if any portion of such settlement is to be funded from corporate insurance proceeds unless approved by (i) the written consent of Indemnitee or (ii) a majority of the independent directors of the board of directors of the Company; provided, however, that the right to constrain the Company's use of corporate insurance as described in this section shall terminate at the time the Company concludes (per the terms of this Agreement) that (i) Indemnitee is not entitled to indemnification pursuant to this agreement, or (ii) such indemnification obligation to Indemnitee has been fully discharged by the Company.

5. Additional Indemnification Rights; Non-exclusivity.

(a) Scope**.** The Company hereby agrees to indemnify Indemnitee to the fullest extent permitted by law, even if such indemnification is not specifically authorized by the other provisions of this Agreement or any other agreement, the Organizational Documents of any Covered Entity or by applicable law. In the event of any change after the Effective Date in any applicable law, statute or rule that expands the right of a Delaware corporation to indemnify a member of its board of directors or an officer, employee, controlling person, agent or fiduciary, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits afforded by such change. In the event of any change in any applicable law, statute or rule that narrows the right of a Delaware corporation to indemnify a member of its board of directors or an officer, employee, controlling person, agent or fiduciary, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder except as set forth in **Section 8(a)** hereof.

(b) Non-exclusivity**.**

(i) The rights to indemnification, contribution and advancement of Expenses provided in this Agreement shall not be deemed exclusive of, but shall be in addition to, any other rights to which Indemnitee may at any time be entitled under the Organizational Documents of any Covered Entity, any other agreement, any vote of stockholders or Disinterested Directors, the laws of the State of Delaware or otherwise. Furthermore, no right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion of any right or remedy hereunder or otherwise shall not prevent the concurrent assertion of any other right or remedy. The rights to indemnification, contribution and advancement of Expenses provided in this Agreement shall continue as to Indemnitee for any action Indemnitee took or did not take while serving in an indemnified capacity even though Indemnitee may have ceased to serve in such capacity.

(ii) The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of Expenses and/or insurance provided by one or more other Persons, other than a Covered Entity, with whom or which Indemnitee may be associated. The Company hereby acknowledges and agrees:

(A) the Company is the indemnitor of first resort with respect to any request for indemnification or advancement of Expenses made pursuant to this Agreement concerning any Proceeding;

(B) the Company is primarily liable for all indemnification or advancement of Expenses obligations for any Proceeding, whether created by law, organizational or constituent documents, contract (including this Agreement) or otherwise;

(C) any obligation of any other Persons with whom or which Indemnitee may be associated to indemnify Indemnitee and/or advance Expenses to Indemnitee in respect of any proceeding are secondary to the obligations of the Company's obligations; and

(D) the Company will indemnify Indemnitee and advance Expenses to Indemnitee hereunder to the fullest extent provided herein without regard to any rights Indemnitee may have against any other Person with whom or which Indemnitee may be associated or insurer of any such Person.

(iii) The Company irrevocably waives, relinquishes and releases any other Person with whom or which Indemnitee may be associated from any claim of contribution, subrogation, reimbursement, exoneration or indemnification, or any other recovery of any kind in respect of amounts paid by the Company to Indemnitee pursuant to this Agreement, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from such other Person, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right.

(iv) In the event any other Person with whom or which Indemnitee may be associated or their insurers advances or extinguishes any liability or loss for Indemnitee, the payor has a right of subrogation against the Company or its insurers for all amounts so paid which would otherwise be payable by the Company or its insurers under this Agreement. In no event will payment by any other Person with whom or which Indemnitee may be associated or their insurers affect the obligations of the Company hereunder or shift primary liability for the Company's obligation to indemnify or advance Expenses to any other Person with whom or which Indemnitee may be associated.

(v) Any indemnification or advancement of Expenses provided by any other Person with whom or which Indemnitee may be associated is specifically in excess over the Company's obligation to indemnify and advance Expenses or any valid and collectible insurance (including but not limited to any malpractice insurance or professional errors and omissions insurance) provided by the Company.

6. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment of any amount otherwise indemnifiable hereunder, or for which advancement is provided hereunder, if and to the extent Indemnitee has otherwise actually received such payment, whether pursuant to any insurance policy, the Organizational Documents of any Covered Entity or otherwise; provided, however, that payment made to Indemnitee pursuant to an insurance policy purchased and maintained by Indemnitee at his or her own expense of any amounts otherwise indemnifiable or obligated to be made pursuant to this Agreement shall not reduce the Company's obligations to Indemnitee pursuant to this Agreement.

7. Liability Insurance.

(a) The Company shall maintain liability insurance applicable to directors and officers of the Company and shall cause Indemnitee to be named as an insured in such a manner as to provide Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's officers and directors (other than in the case of an independent director liability insurance policy if Indemnitee is not an independent or outside director). The Company shall advise Indemnitee as to the general terms of, and the amounts of coverage provided by, any liability insurance policy described in this **Section 7** and shall promptly notify Indemnitee if, at any time, any such insurance policy is terminated or expired without renewal or if the amount of coverage under any such insurance policy will be decreased.

(b) If, at the time of the receipt of a notice of a Claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance coverage in effect, the Company shall give prompt notice of the commencement of such Proceeding to the insurers in accordance with the procedures set forth in the respective directors' and officers' liability insurance policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies. The Company will instruct the insurers and their insurance brokers that they may communicate directly with Indemnitee regarding such Claim.

(c) In the event of a Change in Control or the Company's becoming insolvent, the Company shall maintain in force any and all insurance policies then maintained by the Company in providing insurance—directors' and officers' liability, fiduciary,

employment practices or otherwise—in respect of the individual directors and officers of the Company, for a fixed period of six years thereafter (a "**Tail Policy**"). Such coverage shall be non-cancellable and shall be placed and serviced for the duration of its term by the Company's incumbent insurance broker. Such broker shall place the Tail Policy with the incumbent insurance carriers using the policies that were in place at the time of the Change in Control event (unless the incumbent carriers will not offer such policies, in which case the Tail Policy placed by the Company's insurance broker shall be substantially comparable in scope and amount as the expiring policies, and the insurance carriers for the Tail Policy shall have an AM Best rating that is the same or better than the AM Best ratings of the expiring policies).

8. Exceptions. Any other provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee:

(a) against any Losses or Expenses, or advance Expenses to Indemnitee, with respect to Claims initiated or brought voluntarily by Indemnitee, and not by way of defense (including, without limitation, affirmative defenses and counter-claims), except (i) Claims to establish or enforce a right to indemnification, contribution or advancement with respect to an Indemnification Event, whether under this Agreement, any other agreement or insurance policy, the Organizational Documents of any Covered Entity, the laws of the State of Delaware or otherwise, or (ii) if the Company's board of directors has approved specifically the initiation or bringing of such Claim;

(b) against any Losses or Expenses, or advance of Expenses to Indemnitee, with respect to Claims arising (i) with respect to an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or (ii) pursuant to Section 304 or 306 of the Sarbanes-Oxley Act of 2002, as amended, or any rule or regulation promulgated pursuant thereto; or

(c) if, and to the extent, that a court of competent jurisdiction renders a final, unappealable decision that such indemnification is not lawful.

9. Monetary Damages Insufficient/Specific Performance. The Company and Indemnitee agree that a monetary remedy for breach of this Agreement may be inadequate, impracticable and difficult to prove, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm (having agreed that actual and irreparable harm will result in not forcing the Company to specifically perform its obligations pursuant to this Agreement) and that by seeking injunctive relief and/or specific performance, Indemnitee shall not be precluded from seeking or obtaining any other relief to which Indemnitee may be entitled. The Company and Indemnitee further agree that Indemnitee shall be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Company acknowledges that in the absence of a waiver, a bond or undertaking may be required of Indemnitee by the Court, and the Company hereby waives any such requirement of a bond or undertaking. If Indemnitee seeks mandatory injunctive relief, it shall not be a defense to enforcement of the Company's obligations set forth in this Agreement that Indemnitee has an adequate remedy at law for damages.

10. No Offsets. The Company's obligation to indemnify, hold harmless, exonerate or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other entity shall be reduced by any amount Indemnitee has actually received as indemnification, hold harmless or exoneration payments or advancement of expenses from such entity. Notwithstanding any other provision of this Agreement to the contrary, (i) Indemnitee shall have no obligation to reduce, offset, allocate, pursue or apportion any indemnification, hold harmless, exoneration, advancement, contribution or insurance coverage among multiple parties possessing such duties to Indemnitee prior to the Company's satisfaction and performance of all its obligations under this Agreement, and (ii) the Company shall perform fully its obligations under this Agreement without regard to whether Indemnitee holds, may pursue or has pursued any indemnification, advancement, hold harmless, exoneration, contribution or insurance coverage rights against any person or entity other than the Company.

11. Miscellaneous.

(a) Counterparts**.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

(b) Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns (including with respect to the Company, any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company) and with respect to Indemnitee, such person's heirs, executors and personal and legal representatives. The Company shall require and cause any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all, substantially all of the business and/or assets of the Company, to assume and agree to perform this Agreement to the fullest extent permitted by law. This Agreement shall continue in effect with respect to Claims relating to Indemnification Events regardless of whether Indemnitee continues to serve as a director or officer any Covered Entity.

(c) Notice. All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given (a) five (5) days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (b) upon delivery, if delivered by hand, (c) one (1) business day after the business day of deposit with Federal Express or similar, nationally recognized overnight courier, freight prepaid, or (d) one (1) business day after the business day of delivery by confirmed facsimile transmission, if deliverable by facsimile transmission, with copy by other means permitted hereunder, and addressed, if to Indemnitee, to the Indemnitee's address or facsimile number (as applicable) as set forth in the records of the Company, or, if to the Company, at the address or facsimile number (as applicable) of its principal corporate offices (attention: Secretary), or at such other address or facsimile number (as applicable) as such party may designate to the other parties hereto.

(d) Notice by Company. If the Indemnitee is the subject of, or is, to the knowledge of the Company, implicated in any way during an investigation, whether formal or informal, that is related to Indemnitee's status as a director or officer of one or more Covered Entities and that reasonably could lead to a Proceeding for which indemnification can be provided under this Agreement, the Company shall notify the Indemnitee of such investigation and shall share (to the extent legally permissible) with Indemnitee any information it has provided to any third parties concerning the investigation ("**Shared Information**"). By executing this Agreement, Indemnitee agrees that such Shared Information is material non-public information that Indemnitee is obligated to hold in confidence and may not disclose publicly; provided, however, that Indemnitee may use the Shared Information and disclose such Shared Information to Indemnitee's legal counsel and third parties, in each case solely in connection with defending Indemnitee from legal liability.

(e) Enforceability. This Agreement is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(f) Consent to Jurisdiction. The Company and Indemnitee each hereby irrevocably consent to the jurisdiction and venue of the courts of the State of Delaware for all purposes in connection with any Proceeding which arises out of or relates to this Agreement and agree that any Proceeding instituted under this Agreement shall be commenced, prosecuted and continued only in the courts of the State of Delaware.

(g) Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the extent manifested by the provision held invalid, illegal or unenforceable.

(h) Choice of Law. This Agreement shall be governed by and its provisions shall be construed and enforced in accordance with, the laws of the State of Delaware, without regard to the conflict of laws principles thereof.

(i) Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

(j) Amendment and Termination. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in a writing signed by the parties to be bound thereby. Notice of the same shall be provided to all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

(k) No Construction as Employment Agreement. This Agreement is not an employment agreement between the Company and the Indemnitee and nothing contained in this Agreement shall be construed as giving Indemnitee any right to be retained or continue in the employ or service of any Covered Entity.

(l) Supersedes Previous Agreements. This Agreement supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof. All such prior agreements and understandings are hereby terminated and deemed of no further force or effect.

[remainder of page intentionally left blank; signature page follows]

In Witness Whereof, the parties hereto have executed this Agreement on and as of the day and year first above written.

COMPANY:

HAGERTY, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

INDEMNITEE:

_____

Signature Page to Indemnification Agreement

Exhibit 10.10

PRIVILEGED AND CONFIDENTIAL

HAGERTY, INC.

2021 STOCK INCENTIVE PLAN

I. INTRODUCTION

1.1 Purposes. The purposes of the Hagerty, Inc. 2021 Stock Incentive Plan (this "Plan") are (i) to align the interests of the Company's stockholders and the recipients of awards under this Plan by increasing the proprietary interest of such recipients in the Company's growth and success, (ii) to advance the interests of the Company by attracting and retaining Non-Employee Directors, officers, other employees, consultants, independent contractors and agents and (iii) to motivate such persons to act in the long-term best interests of the Company and its stockholders.

1.2 Certain Definitions.

"Agreement" shall mean the written or electronic agreement evidencing an award hereunder between the Company and the recipient of such award.

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

"Change in Control" shall have the meaning set forth in Section 5.8(b).

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Committee" shall mean the Compensation Committee of the Board, or a subcommittee thereof, or such other committee designated by the Board, in each case, consisting of two or more members of the Board, each of whom is intended to be (i) a "Non-Employee Director" within the meaning of Rule 16b-3 under the Exchange Act and (ii) "independent" within the meaning of the rules of the New York Stock Exchange or, if the Common Stock is not listed on the New York Stock Exchange, within the meaning of the rules of the principal stock exchange on which the Common Stock is then traded.

"Common Stock" shall mean the Class A common stock, par value $0.0001 per share, of the Company, and all rights appurtenant thereto.

"Company" shall mean Hagerty, Inc., a corporation organized under the laws of the State of Delaware, or any successor thereto.

"Company Voting Securities" shall have the meaning set forth in Section 5.8(b)(1).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Fair Market Value" shall mean the closing transaction price of a share of Common Stock as reported on the New York Stock Exchange on the date as of which such value is being determined or, if the Common Stock is not listed on the New York Stock Exchange, the closing transaction price of a share of Common Stock on the principal national stock exchange on which the Common Stock is traded on the date as of which such value is being determined or, if there shall be no reported transactions for such date, on the next preceding date for which transactions were reported; provided, however, that if the Common Stock is not listed on a national stock exchange or if Fair Market Value for any date cannot be so determined, Fair Market Value shall be determined by the Committee by whatever means or method as the Committee, in the good faith exercise of its discretion, shall at such time deem appropriate and in compliance with Section 409A of the Code.

"Free-Standing SAR" shall mean an SAR which is not granted in tandem with, or by reference to, an option, which entitles the holder thereof to receive, upon exercise, shares of Common Stock (which may be Restricted Stock) or, to the extent set forth in the applicable Agreement, cash or a combination thereof, with an aggregate value equal to the excess of the Fair Market Value of one share of Common Stock on the date of exercise over the base price of such SAR, multiplied by the number of such SARs which are exercised.

"Hagerty Holders" shall mean McKeel O. Hagerty, his siblings, their respective lineal descendants (whether natural or adopted), any of their spouses, former spouses, domestic partners or former domestic partners (collectively, the "Hagerty Family Members") and any estate, trust, guardianship, custodianship, or other fiduciary organization for the primary benefit of one or more Hagerty Family Members (including any charitable organization or trust gifts that qualify for federal tax charitable deductions under the Code) and any business entity owned or controlled by one or more Hagerty Family Members.

"Incentive Stock Option" shall mean an option to purchase shares of Common Stock that meets the requirements of Section 422 of the Code, or any successor provision, which is intended by the Committee to constitute an Incentive Stock Option.

"Incumbent Directors" shall have the meaning set forth in Section 5.8(b)(4).

"Non-Employee Director" shall mean any director of the Company who is not an officer or employee of the Company or any Subsidiary.

"Nonqualified Stock Option" shall mean an option to purchase shares of Common Stock which is not an Incentive Stock Option.

"Other Stock Award" shall mean an award granted pursuant to Section 3.4 of the Plan.

"Performance Award" shall mean a right to receive an amount of cash, Common Stock, or a combination of both, contingent upon the attainment of specified Performance Measures within a specified Performance Period.

"Performance Measures" shall mean the criteria and objectives, established by the Committee, which shall be satisfied or met (i) as a condition to the grant or exercisability of all or a portion of an option or SAR or (ii) during the applicable Restriction Period or Performance Period as a condition to the vesting of the holder's interest, in the case of a Restricted Stock Award, of the shares of Common Stock subject to such award, or, in the case of a Restricted Stock Unit Award, Other Stock Award or Performance Award, to the holder's receipt of the shares of Common Stock subject to such award or of payment with respect to such award. One or more of the following business criteria for the Company, on a consolidated basis, and/or for specified subsidiaries, business or geographical units or operating areas of the Company (except with respect to the total shareholder return and earnings per share criteria) or individual basis, may be used by the Committee in establishing Performance Measures under this Plan: the attainment by a share of Common Stock of a specified Fair Market Value for a specified period of time; increase in stockholder value; earnings per share; return on or net assets; return on equity; return on investments; return on capital or invested capital; total stockholder return; earnings or income of the Company before or after taxes and/or interest; earnings before interest, taxes, depreciation and amortization ("EBITDA"); EBITDA margin; operating income; revenues; operating expenses, attainment of expense levels or cost reduction goals; market share; cash flow, cash flow per share, cash flow margin or free cash flow; interest expense; economic value created; gross profit or margin; operating profit or margin; net cash provided by operations; price-to-earnings growth; and strategic business criteria, consisting of one or more objectives based on meeting specified goals relating to market penetration, customer acquisition, business expansion, cost targets, customer satisfaction, reductions in errors and omissions, reductions in lost business, management of employment practices and employee benefits, supervision of litigation, supervision of information technology, quality and quality audit scores, efficiency, and acquisitions or divestitures, or such other goals as the Committee may determine whether or not listed herein. Each such goal may be determined on a pre-tax or post-tax basis or on an absolute or relative basis, and may include comparisons based on current internal targets, the past performance of the Company (including the performance of one or more subsidiaries, divisions, or operating units) or the past or current performance of other companies or market indices (or a combination of such past and current performance). In addition to the ratios specifically enumerated above, performance goals may include comparisons relating to capital (including, but not limited to, the cost of capital), shareholders' equity, shares outstanding, assets or net assets, sales, or any combination thereof. In establishing a Performance Measure or determining the achievement of a Performance Measure, the Committee may provide that achievement of the applicable Performance Measures may be amended or adjusted to include or exclude components of any Performance Measure, including, without limitation, foreign exchange gains and losses, asset write-downs, acquisitions and divestitures, change in fiscal year, unbudgeted capital expenditures,

special charges such as restructuring or impairment charges, debt refinancing costs, extraordinary or noncash items, unusual, infrequently occurring, nonrecurring or one-time events affecting the Company or its financial statements or changes in law or accounting principles. Performance Measures shall be subject to such other special rules and conditions as the Committee may establish at any time.

"Performance Period" shall mean any period designated by the Committee during which (i) the Performance Measures applicable to an award shall be measured and (ii) the conditions to vesting applicable to an award shall remain in effect.

"Restricted Stock" shall mean shares of Common Stock which are subject to a Restriction Period and which may, in addition thereto, be subject to the attainment of specified Performance Measures within a specified Performance Period.

"Restricted Stock Award" shall mean an award of Restricted Stock under this Plan.

"Restricted Stock Unit" shall mean a right to receive one share of Common Stock or, in lieu thereof and to the extent set forth in the applicable Agreement, the Fair Market Value of such share of Common Stock in cash, which shall be contingent upon the expiration of a specified Restriction Period and which may, in addition thereto, be contingent upon the attainment of specified Performance Measures within a specified Performance Period.

"Restricted Stock Unit Award" shall mean an award of Restricted Stock Units under this Plan.

"Restriction Period" shall mean any period designated by the Committee during which (i) the Common Stock subject to a Restricted Stock Award may not be sold, transferred, assigned, pledged, hypothecated or otherwise encumbered or disposed of, except as provided in this Plan or the Agreement relating to such award, or (ii) the conditions to vesting applicable to a Restricted Stock Unit Award or Other Stock Award shall remain in effect.

"SAR" shall mean a stock appreciation right which may be a Free-Standing SAR or a Tandem SAR.

"Stock Award" shall mean a Restricted Stock Award, Restricted Stock Unit Award or Other Stock Award.

"Subsidiary" shall mean any corporation, limited liability company, partnership, joint venture or similar entity in which the Company owns, directly or indirectly, an equity interest possessing more than 50% of the combined voting power of the total outstanding equity interests of such entity.

"Substitute Award" shall mean an award granted under this Plan upon the assumption of, or in substitution for, outstanding equity awards previously granted by a company or other entity in connection with a corporate transaction, including a merger, combination, consolidation or acquisition of property or stock; provided, however, that in no event shall the term "Substitute Award" be construed to refer to an award made in connection with the cancellation and repricing of an option or SAR.

"Tandem SAR" shall mean an SAR which is granted in tandem with, or by reference to, an option (including a Nonqualified Stock Option granted prior to the date of grant of the SAR), which entitles the holder thereof to receive, upon exercise of such SAR and surrender for cancellation of all or a portion of such option, shares of Common Stock (which may be Restricted Stock) or, to the extent set forth in the applicable Agreement, cash or a combination thereof, with an aggregate value equal to the excess of the Fair Market Value of one share of Common Stock on the date of exercise over the base price of such SAR, multiplied by the number of shares of Common Stock subject to such option, or portion thereof, which is surrendered.

"Tax Date" shall have the meaning set forth in Section 5.5.

"Ten Percent Holder" shall have the meaning set forth in Section 2.1(a).

1.3 Administration. This Plan shall be administered by the Committee. Any one or a combination of the following awards may be made under this Plan to eligible persons: (i) options to purchase shares of Common Stock in the form of Incentive Stock Options or Nonqualified Stock Options; (ii) SARs in the form of Tandem SARs or Free-Standing SARs; (iii) Stock Awards in the form of Restricted Stock, Restricted Stock Units or Other Stock Awards; and (iv) Performance Awards. The Committee shall, subject to the terms of this Plan, select eligible persons for participation in this Plan and determine the form, amount and timing of each award to such persons and, if applicable, the number of shares of Common Stock subject to an award, the number of SARs, the number of Restricted Stock Units, the dollar value subject to a Performance Award, the purchase price or base price associated with the award, the time and conditions of exercise or settlement of the award and all other terms and conditions of the award, including, without limitation, the form of the Agreement evidencing the award. The Committee may, in its sole discretion and for any reason at any time, take action such that (i) any or all outstanding options and SARs shall become exercisable in part or in full, (ii) all or a portion of the Restriction Period applicable to any outstanding awards shall lapse, (iii) all or a portion of the Performance Period applicable to any outstanding awards shall lapse and (iv) the Performance Measures (if any) applicable to any outstanding awards shall be deemed to be satisfied at the target, maximum or any other level. The Committee shall, subject to the terms of this Plan, interpret this Plan and the application thereof, establish rules and regulations it deems necessary or desirable for the administration of this Plan and may impose, incidental to the grant of an award, conditions with respect to the award, such as limiting competitive employment or other activities. All such interpretations, rules, regulations and conditions shall be conclusive and binding on all parties.

The Committee may delegate some or all of its power and authority hereunder to the Board (or any members thereof) or, subject to applicable law, to a subcommittee of the Board, a member of the Board, the Chief Executive Officer or other executive officer of the Company as the Committee deems appropriate; provided, however, that the Committee may not delegate its power and authority to a member of the Board, the Chief Executive Officer or other executive officer of the Company with regard to the selection for participation in this Plan of an officer, director or other person subject to Section 16 of the Exchange Act or decisions concerning the timing, pricing or amount of an award to such an officer, director or other person.

No member of the Board or Committee, and neither the Chief Executive Officer nor any other executive officer to whom the Committee delegates any of its power and authority hereunder, shall be liable for any act, omission, interpretation, construction or determination made in connection with this Plan in good faith, and the members of the Board and the Committee and the Chief Executive Officer or other executive officer shall be entitled to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including attorneys' fees) arising therefrom to the full extent permitted by law (except as otherwise may be provided in the Company's Certificate of Incorporation and/or By-laws) and under any directors' and officers' liability insurance that may be in effect from time to time.

1.4 Eligibility. Participants in this Plan shall consist of such officers, other employees, Non-Employee Directors, consultants, independent contractors, agents, and persons expected to become officers, other employees, Non-Employee Directors, consultants, independent contractors and agents of the Company and its Subsidiaries as the Committee in its sole discretion may select from time to time. The Committee's selection of a person to participate in this Plan at any time shall not require the Committee to select such person to participate in this Plan at any other time. Except as otherwise provided for in an Agreement, for purposes of this Plan, references to employment by the Company shall also mean employment by a Subsidiary, and references to employment shall include service as a Non-Employee Director, consultant, independent contractor or agent. The Committee shall determine, in its sole discretion, the extent to which a participant shall be considered employed during an approved leave of absence.

1.5 Shares Available. Subject to adjustment as provided in Section 5.7 and to all other limits set forth in this Plan, 38,317,399 shares of Common Stock shall initially be available for all awards under this Plan, other than Substitute Awards. Subject to adjustment as provided in Section 5.7, no more than 38,317,399 shares of Common Stock in the aggregate may be issued under the Plan in connection with Incentive Stock Options. The number of shares of Common Stock available under the Plan shall increase annually on the first day of each calendar year, beginning with the calendar year ending December 31, 2022, and continuing until (and including) the calendar year ending December 31, 2031, with such annual increase equal to the lesser of (i) 5% of the number of shares of Common Stock issued and outstanding on December 31 of the immediately preceding fiscal year and (ii) an amount determined by the Board. The number of shares of Common Stock that remain available for future grants under the Plan shall be reduced by the sum of the aggregate number of shares of Common Stock that become subject to outstanding options, outstanding Free-Standing SARs, outstanding Stock Awards and outstanding Performance Awards denominated in shares of Common Stock, other than Substitute Awards.

To the extent that shares of Common Stock subject to an outstanding option, SAR, Stock Award or Performance Award granted under the Plan, other than Substitute Awards, are not issued or delivered by reason of (i) the expiration, termination, cancellation or forfeiture of such award (excluding shares subject to an option cancelled upon settlement in shares of a related Tandem SAR or shares subject to a Tandem SAR cancelled upon exercise of a related option) or (ii) the settlement of such award in cash, then such shares of Common Stock shall again be available under this Plan. In addition, shares of Common Stock subject to an award under this Plan shall again be available for issuance under this Plan if such shares are (x) shares that were subject to an option or stock-settled SAR and were not issued or delivered upon the net settlement or net exercise of such option or SAR or (y) shares delivered to or withheld by the Company to pay the purchase price or the withholding taxes related to an outstanding award. Notwithstanding the foregoing, shares repurchased by the Company on the open market with the proceeds of an option exercise shall not again be available for issuance under this Plan.

The number of shares of Common Stock available for awards under this Plan shall not be reduced by (i) the number of shares of Common Stock subject to Substitute Awards or (ii) available shares under a stockholder approved plan of a company or other entity which was a party to a corporate transaction with the Company (as appropriately adjusted to reflect such corporate transaction) which become subject to awards granted under this Plan (subject to applicable stock exchange requirements).

Shares of Common Stock to be delivered under this Plan shall be made available from authorized and unissued shares of Common Stock, or authorized and issued shares of Common Stock reacquired and held as treasury shares or otherwise or a combination thereof.

II. STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

2.1 **Stock Options**. The Committee may, in its discretion, grant options to purchase shares of Common Stock to such eligible persons as may be selected by the Committee. Each option, or portion thereof, that is not an Incentive Stock Option, shall be a Nonqualified Stock Option. To the extent that the aggregate Fair Market Value (determined as of the date of grant) of shares of Common Stock with respect to which options designated as Incentive Stock Options are exercisable for the first time by a participant during any calendar year (under this Plan or any other plan of the Company, or any parent or Subsidiary) exceeds the amount (currently $100,000) established by the Code, such options shall constitute Nonqualified Stock Options.

Options shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem advisable:

(a) Number of Shares and Purchase Price. The number of shares of Common Stock subject to an option and the purchase price per share of Common Stock purchasable upon exercise of the option shall be determined by the Committee; provided, however, that the purchase price per share of Common Stock purchasable upon exercise of an option shall not be less than 100% of the Fair Market Value of a share of Common Stock on the date of grant of such option; provided further, that if an Incentive Stock Option shall be granted to any person who, at the time such option is granted, owns capital stock possessing more than 10 percent of the total combined voting power of all classes of capital stock of the Company (or of any parent or Subsidiary) (a "Ten Percent Holder"), the purchase price per share of Common Stock shall not be less than the price (currently 110% of Fair Market Value) required by the Code in order to constitute an Incentive Stock Option.

Notwithstanding the foregoing, in the case of an option that is a Substitute Award, the purchase price per share of the shares subject to such option may be less than 100% of the Fair Market Value per share on the date of grant, provided, that the excess of: (a) the aggregate Fair Market Value (as of the date such Substitute Award is granted) of the shares subject to the Substitute Award, over (b) the aggregate purchase price thereof does not exceed the excess of: (x) the aggregate fair market value (as of the time immediately preceding the transaction giving rise to the Substitute Award, such fair market value to be determined by the Committee) of the shares of the predecessor company or other entity that were subject to the grant assumed or substituted for by the Company, over (y) the aggregate purchase price of such shares.

(b) Option Period and Exercisability. The period during which an option may be exercised shall be determined by the Committee; provided, however, that no option shall be exercised later than ten years after its date of grant; provided further, that if an Incentive Stock Option shall be granted to a Ten Percent Holder, such option shall not be exercised later than five years after its date of grant. The Committee may, in its discretion, establish Performance Measures which shall be satisfied or met as a condition to the grant of an option or to the exercisability of all or a portion of an option. The Committee shall determine whether an option shall become exercisable in cumulative or non-cumulative installments and in part or in full at any time. An exercisable option, or portion thereof, may be exercised only with respect to whole shares of Common Stock.

(c) Method of Exercise. An option may be exercised (i) by giving written notice to the Company specifying the number of whole shares of Common Stock to be purchased and accompanying such notice with payment therefor in full (or arrangement made for such payment to the Company's satisfaction) either (A) in cash, (B) by delivery (either actual delivery or by attestation procedures established by the Company) of shares of Common Stock having a Fair Market Value, determined as of the date of exercise, equal to the aggregate purchase price payable by reason of such exercise, (C) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered having an aggregate Fair Market Value, determined as of the date of exercise, equal to the amount necessary to satisfy such obligation, (D) in cash by a broker-dealer acceptable to the Company to whom the participant has submitted an irrevocable notice of exercise or (E) a combination of (A), (B) and (C), in each case to the extent set forth in the Agreement relating to the option, (ii) if applicable, by surrendering to the Company any Tandem SARs which are cancelled by reason of the exercise of the option and (iii) by executing such documents as the Company may reasonably request. Any fraction of a share of Common Stock which would be required to pay such purchase price shall be disregarded and the remaining amount due shall be paid in cash by the participant. No shares of Common Stock shall be issued and no certificate representing Common Stock shall be delivered until the full purchase price therefor and any withholding taxes thereon, as described in Section 5.5, have been paid (or arrangement made for such payment to the Company's satisfaction).

2.2 Stock Appreciation Rights. The Committee may, in its discretion, grant SARs to such eligible persons as may be selected by the Committee. The Agreement relating to an SAR shall specify whether the SAR is a Tandem SAR or a Free-Standing SAR.

SARs shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem advisable:

(a) Number of SARs and Base Price. The number of SARs subject to an award shall be determined by the Committee. Any Tandem SAR related to an Incentive Stock Option shall be granted at the same time that such Incentive Stock Option is granted. The base price of a Tandem SAR shall be the purchase price per share of Common Stock of the related option. The base price of a Free-Standing SAR shall be determined by the Committee; provided, however, that such base price shall not be less than 100% of the Fair Market Value of a share of Common Stock on the date of grant of such SAR (or, if earlier, the date of grant of the option for which the SAR is exchanged or substituted).

Notwithstanding the foregoing, in the case of an SAR that is a Substitute Award, the base price per share of the shares subject to such SAR may be less than 100% of the Fair Market Value per share on the date of grant, provided, that the excess of: (a) the aggregate Fair Market Value (as of the date such Substitute Award is granted) of the shares subject to the Substitute Award, over (b) the aggregate base price thereof does not exceed the excess of: (x) the aggregate fair market value (as of the time immediately preceding the transaction giving rise to the Substitute Award, such fair market value to be determined by the Committee) of the shares of the predecessor company or other entity that were subject to the grant assumed or substituted for by the Company, over (y) the aggregate base price of such shares.

(b) Exercise Period and Exercisability. The period for the exercise of an SAR shall be determined by the Committee; provided, however, that (i) no Tandem SAR shall be exercised later than the expiration, cancellation, forfeiture or other termination of the related option and (ii) no Free-Standing SAR shall be exercised later than ten years after its date of grant. The Committee may, in its discretion, establish Performance Measures which shall be satisfied or met as a condition to the grant of an SAR or to the exercisability of all or a portion of an SAR. The Committee shall determine whether an SAR may be exercised in cumulative or non-cumulative installments and in part or in full at any time. An exercisable SAR, or portion thereof, may be exercised, in the case of a Tandem SAR, only with respect to whole shares of Common Stock and, in the case of a Free-Standing SAR, only with respect to a whole number of SARs. If an SAR is exercised for shares of Restricted Stock, a certificate or certificates representing such Restricted Stock shall be issued in accordance with Section 3.2(c), or such shares shall be transferred to the holder in book entry form with restrictions on the shares duly

noted, and the holder of such Restricted Stock shall have such rights of a stockholder of the Company as determined pursuant to Section 3.2(d). Prior to the exercise of a stock-settled SAR, the holder of such SAR shall have no rights as a stockholder of the Company with respect to the shares of Common Stock subject to such SAR.

(c) Method of Exercise. A Tandem SAR may be exercised (i) by giving written notice to the Company specifying the number of whole SARs which are being exercised, (ii) by surrendering to the Company any options which are cancelled by reason of the exercise of the Tandem SAR and (iii) by executing such documents as the Company may reasonably request. A Free-Standing SAR may be exercised (A) by giving written notice to the Company specifying the whole number of SARs which are being exercised and (B) by executing such documents as the Company may reasonably request. No shares of Common Stock shall be issued and no certificate representing Common Stock shall be delivered until any withholding taxes thereon, as described in Section 5.5, have been paid (or arrangement made for such payment to the Company's satisfaction).

2.3 Termination of Employment or Service. All of the terms relating to the exercise, cancellation or other disposition of an option or SAR (i) upon a termination of employment with or service to the Company of the holder of such option or SAR, as the case may be, whether by reason of disability, retirement, death or any other reason, or (ii) during a paid or unpaid leave of absence, shall be determined by the Committee and set forth in the applicable award Agreement.

2.4 Repricing. The Committee shall not, without the approval of the stockholders of the Company, (i) reduce the purchase price or base price of any previously granted option or SAR, (ii) cancel any previously granted option or SAR in exchange for another option or SAR with a lower purchase price or base price or (iii) cancel any previously granted option or SAR in exchange for cash or another award if the purchase price of such option or the base price of such SAR exceeds the Fair Market Value of a share of Common Stock on the date of such cancellation.

2.5 No Dividend Equivalents. Notwithstanding anything in an Agreement to the contrary, the holder of an option or SAR shall not be entitled to receive dividend equivalents with respect to the number of shares of Common Stock subject to such option or SAR.

III. STOCK AWARDS

3.1 Stock Awards. The Committee may, in its discretion, grant Stock Awards to such eligible persons as may be selected by the Committee. The Agreement relating to a Stock Award shall specify whether the Stock Award is a Restricted Stock Award, a Restricted Stock Unit Award or, in the case of an Other Stock Award, the type of award being granted.

3.2 Terms of Restricted Stock Awards. Restricted Stock Awards shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem advisable.

(a) Number of Shares and Other Terms. The number of shares of Common Stock subject to a Restricted Stock Award and the Restriction Period, Performance Period (if any) and Performance Measures (if any) applicable to a Restricted Stock Award shall be determined by the Committee.

(b) Vesting and Forfeiture. The Agreement relating to a Restricted Stock Award shall provide, in the manner determined by the Committee, in its discretion, and subject to the provisions of this Plan, for the vesting of the shares of Common Stock subject to such award (i) if the holder of such award remains continuously in the employment of the Company during the specified Restriction Period and (ii) if specified Performance Measures (if any) are satisfied or met during a specified Performance Period, and for the forfeiture of the shares of Common Stock subject to such award (x) if the holder of such award does not remain continuously in the employment of the Company during the specified Restriction Period or (y) if specified Performance Measures (if any) are not satisfied or met during a specified Performance Period.

(c) Stock Issuance. During the Restriction Period, the shares of Restricted Stock shall be held by a custodian in book entry form with restrictions on such shares duly noted or, alternatively, a certificate or certificates representing a Restricted Stock Award shall be registered in the holder's name and may bear a legend, in addition to any legend which may be required pursuant to Section 5.6, indicating that the ownership of the shares of Common Stock represented by such certificate is subject to the restrictions, terms and conditions of this Plan and the Agreement relating to the Restricted Stock Award. All such certificates shall be deposited with the Company, together with stock powers or other instruments of assignment (including a power of attorney), each endorsed in blank with a guarantee of signature if deemed necessary or appropriate, which would permit transfer to the Company of all or a portion of the shares of Common Stock subject to the Restricted Stock Award in the event such award is forfeited in whole or in part. Upon termination of any applicable Restriction Period (and the satisfaction or attainment of applicable Performance Measures), subject to the Company's right to require payment of any taxes in accordance with Section 5.5, the restrictions shall be removed from the requisite number of any shares of Common Stock that are held in book entry form, and all certificates evidencing ownership of the requisite number of shares of Common Stock shall be delivered to the holder of such award.

(d) Rights with Respect to Restricted Stock Awards. Unless otherwise set forth in the Agreement relating to a Restricted Stock Award, and subject to the terms and conditions of a Restricted Stock Award, the holder of such award shall have all rights as a stockholder of the Company, including, but not limited to, voting rights, the right to receive dividends and the right to participate in any capital adjustment applicable to all holders of Common Stock; provided, however, that any dividends or distributions payable with respect to the shares of Common Stock subject to a Restricted Stock Award shall be deposited with the Company and shall be subject to the same restrictions as the shares of Common Stock with respect to which such distribution was made.

3.3 Terms of Restricted Stock Unit Awards. Restricted Stock Unit Awards shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem advisable.

(a) Number of Shares and Other Terms. The number of shares of Common Stock subject to a Restricted Stock Unit Award, including the number of shares that are earned upon the attainment of any specified Performance Measures, and the Restriction Period, Performance Period (if any) and Performance Measures (if any) applicable to a Restricted Stock Unit Award shall be determined by the Committee.

(b) Vesting and Forfeiture. The Agreement relating to a Restricted Stock Unit Award shall provide, in the manner determined by the Committee, in its discretion, and subject to the provisions of this Plan, for the vesting of such Restricted Stock Unit Award (i) if the holder of such award remains continuously in the employment of the Company during the specified Restriction Period and (ii) if specified Performance Measures (if any) are satisfied or met during a specified Performance Period, and for the forfeiture of the shares of Common Stock subject to such award (x) if the holder of such award does not remain continuously in the employment of the Company during the specified Restriction Period or (y) if specified Performance Measures (if any) are not satisfied or met during a specified Performance Period.

(c) Settlement of Vested Restricted Stock Unit Awards. The Agreement relating to a Restricted Stock Unit Award shall specify (i) whether such award may be settled in shares of Common Stock or cash or a combination thereof and (ii) whether the holder thereof shall be entitled to receive, on a current or deferred basis, dividend equivalents, and, if determined by the Committee, interest on, or the deemed reinvestment of, any deferred dividend equivalents, with respect to the number of shares of Common Stock subject to such award. Any dividend equivalents with respect to Restricted Stock Units shall be subject to the same vesting conditions as the underlying awards. Prior to the settlement of a Restricted Stock Unit Award, the holder of such award shall have no rights as a stockholder of the Company with respect to the shares of Common Stock subject to such award.

3.4 Other Stock Awards. Subject to the limitations set forth in the Plan, the Committee is authorized to grant other awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, shares of Common Stock, including without limitation shares of Common Stock granted as a bonus and not subject to any vesting conditions, dividend equivalents, deferred stock units, stock purchase rights and shares of Common Stock issued in lieu of obligations of the Company to pay cash under any compensatory plan or arrangement, subject to such terms as shall be determined by the Committee. The Committee shall determine the terms and conditions of such awards, which may include the right to elective deferral thereof, subject to such terms and conditions as the Committee may specify in its discretion. Any distribution, dividend or dividend equivalents with respect to Other Stock Awards shall be subject to the same vesting conditions as the underlying awards.

3.5 Termination of Employment or Service. All of the terms relating to the satisfaction of Performance Measures and the termination of the Restriction Period or Performance Period relating to a Stock Award, or any forfeiture and cancellation of such award (i) upon a termination of employment with or service to the Company of the holder of such award, whether by reason of disability, retirement, death or any other reason, or (ii) during a paid or unpaid leave of absence, shall be determined by the Committee and set forth in the applicable award Agreement.

IV. PERFORMANCE AWARDS

4.1 Performance Awards. The Committee may, in its discretion, grant Performance Awards to such eligible persons as may be selected by the Committee.

4.2 Terms of Performance Awards. Performance Awards shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem advisable.

(a) Value of Performance Awards and Performance Measures. The method of determining the value of the Performance Award and the Performance Measures and Performance Period applicable to a Performance Award shall be determined by the Committee.

(b) Vesting and Forfeiture. The Agreement relating to a Performance Award shall provide, in the manner determined by the Committee, in its discretion, and subject to the provisions of this Plan, for the vesting of such Performance Award if the specified Performance Measures are satisfied or met during the specified Performance Period and for the forfeiture of such award if the specified Performance Measures are not satisfied or met during the specified Performance Period.

(c) Settlement of Vested Performance Awards. The Agreement relating to a Performance Award shall specify whether such award may be settled in shares of Common Stock (including shares of Restricted Stock) or cash or a combination thereof. If a Performance Award is settled in shares of Restricted Stock, such shares of Restricted Stock shall be issued to the holder in book entry form or a certificate or certificates representing such Restricted Stock shall be issued in accordance with Section 3.2(c) and the holder of such Restricted Stock shall have such rights as a stockholder of the Company as determined pursuant to Section 3.2(d). Any dividends or dividend equivalents with respect to a Performance Award shall be subject to the same performance-based vesting restrictions as such Performance Award. Prior to the settlement of a Performance Award in shares of Common Stock, including Restricted Stock, the holder of such award shall have no rights as a stockholder of the Company.

4.3 Termination of Employment or Service. All of the terms relating to the satisfaction of Performance Measures and the termination of the Performance Period relating to a Performance Award, or any forfeiture and cancellation of such award (i) upon a termination of employment with or service to the Company of the holder of such award, whether by reason of disability, retirement, death or any other reason, or (ii) during a paid or unpaid leave of absence, shall be determined by the Committee and set forth in the applicable award Agreement.

V. GENERAL

5.1 Effective Date and Term of Plan. This Plan shall be submitted to the stockholders of the Company for approval at a special meeting of stockholders in 2021 and shall become effective as of the date on which the Plan was approved by stockholders. This Plan shall terminate on the tenth anniversary of its effective date, unless terminated earlier by the Board. Termination of this Plan shall not affect the terms or conditions of any award granted prior to termination.

Awards hereunder may be made at any time prior to the termination of this Plan, provided that no Incentive Stock Option may be granted later than ten years after the date on which the Plan was approved by the Board. In the event that this Plan is not approved by the stockholders of the Company, this Plan and any awards hereunder shall be void and of no force or effect.

5.2 **Amendments**. The Board may amend this Plan as it shall deem advisable; provided, however, that no amendment to the Plan shall be effective without the approval of the Company's stockholders if (i) stockholder approval is required by applicable law, rule or regulation, including any rule of the New York Stock Exchange, or any other stock exchange on which the Common Stock is then traded, or (ii) such amendment seeks to modify the Non-Employee Director compensation limit set forth in Section 1.4; provided further, that no amendment may materially impair the rights of a holder of an outstanding award without the consent of such holder.

5.3 **Agreement**. Each award under this Plan shall be evidenced by an Agreement setting forth the terms and conditions applicable to such award. No award shall be valid until an Agreement is executed by the Company and, to the extent required by the Company, executed or electronically accepted by the recipient of such award. Upon such execution or acceptance and delivery of the Agreement to the Company within the time period specified by the Company, such award shall be effective as of the effective date set forth in the Agreement.

5.4 **Non-Transferability.** No award shall be transferable other than by will, the laws of descent and distribution or pursuant to beneficiary designation procedures approved by the Company or, to the extent expressly permitted in the Agreement relating to such award, to the holder's family members, a trust or entity established by the holder for estate planning purposes, a charitable organization designated by the holder or pursuant to a domestic relations order, in each case, without consideration. Except to the extent permitted by the foregoing sentence or the Agreement relating to an award, each award may be exercised or settled during the holder's lifetime only by the holder or the holder's legal representative or similar person. Except as permitted by the second preceding sentence, no award may be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of any award, such award and all rights thereunder shall immediately become null and void.

5.5 **Tax Withholding**. The Company shall have the right to require, prior to the issuance or delivery of any shares of Common Stock or the payment of any cash pursuant to an award made hereunder, payment by the holder of such award of any federal, state, local or other taxes which may be required to be withheld or paid in connection with such award. An Agreement may provide that (i) the Company shall withhold whole shares of Common Stock which would otherwise be delivered to a holder, having an aggregate Fair Market Value determined as of the date the obligation to withhold or pay taxes arises in connection with an award (the "Tax Date"), or withhold an amount of cash which would otherwise be payable to a holder, in the amount necessary to satisfy any such obligation or (ii) the holder may satisfy any such obligation by any of the following means: (A) a cash payment to the Company; (B) delivery (either actual delivery or by attestation procedures established by the Company) to the Company of previously owned whole shares of Common Stock having an aggregate Fair Market Value, determined as of the Tax Date, equal to the amount necessary to satisfy any such obligation; (C) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered having an aggregate Fair Market Value, determined as of the Tax Date, or withhold an amount of cash which would otherwise be payable to a holder, in either case equal to the amount necessary to satisfy any such obligation; (D) in the case of the exercise of an option, a cash payment by a broker-dealer acceptable to the Company to whom the participant has submitted an irrevocable notice of exercise or (E) any combination of (A), (B) and (C), in each case to the extent set forth in the Agreement relating to the award. Shares of Common Stock to be delivered or withheld may not have an aggregate Fair Market Value in excess of the amount determined by applying the applicable statutory withholding rate. Any fraction of a share of Common Stock which would be required to satisfy such an obligation shall be disregarded and the remaining amount due shall be paid in cash by the holder.

5.6 **Restrictions on Shares**. Each award made hereunder shall be subject to the requirement that if at any time the Company determines that the listing, registration or qualification of the shares of Common Stock subject to such award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the delivery of shares thereunder, such shares shall not be delivered unless such listing, registration, qualification, consent, approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company. The Company may require that certificates evidencing shares of Common Stock delivered pursuant to any award made hereunder bear a legend indicating that the sale, transfer or other disposition thereof by the holder is prohibited except in compliance with the Securities Act of 1933, as amended, and the rules and regulations thereunder.

5.7 **Adjustment**. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation or any successor or replacement accounting standard) that causes the per share value of shares of Common Stock to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary cash dividend, the number and class of securities available under this Plan, the terms of each

outstanding option and SAR (including the number and class of securities subject to each outstanding option or SAR and the purchase price or base price per share), the terms of each outstanding Stock Award (including the number and class of securities subject thereto), the terms of each outstanding Performance Award (including the number and class of securities subject thereto, if applicable), the maximum number of securities with respect to which options or SARs may be granted during any fiscal year of the Company to any one grantee, the maximum number of shares of Common Stock that may be awarded during any fiscal year of the Company to any one grantee pursuant to a Stock Award that is subject to Performance Measures or a Performance Award, as set forth in Section 1.6, shall be appropriately adjusted by the Committee, such adjustments to be made in the case of outstanding options and SARs in accordance with Section 409A of the Code. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of participants. In either case, the decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

5.8 Change in Control.

(a) Subject to the terms of the applicable award Agreements, in the event of a "Change in Control," the Board, as constituted prior to the Change in Control, may, in its discretion:

(1) require that (i) some or all outstanding options and SARs shall become exercisable in full or in part, either immediately or upon a subsequent termination of employment, (ii) the Restriction Period applicable to some or all outstanding Stock Awards shall lapse in full or in part, either immediately or upon a subsequent termination of employment, (iii) the Performance Period applicable to some or all outstanding awards shall lapse in full or in part, and (iv) the Performance Measures applicable to some or all outstanding awards shall be deemed to be satisfied at the target, maximum or any other level;

(2) require that shares of capital stock of the corporation resulting from or succeeding to the business of the Company pursuant to such Change in Control (or a parent corporation thereof) or other property be substituted for some or all of the shares of Common Stock subject to an outstanding award, with an appropriate and equitable adjustment to such award as determined by the Board in accordance with Section 5.7; and/or

(3) require outstanding awards, in whole or in part, to be surrendered to the Company by the holder, and to be immediately cancelled by the Company, and to provide for the holder to receive (i) a cash payment in an amount equal to (A) in the case of an option or an SAR, the aggregate number of shares of Common Stock then subject to the portion of such option or SAR surrendered, whether or not vested or exercisable, multiplied by the excess, if any, of the Fair Market Value of a share of Common Stock as of the date of the Change in Control, over the purchase price or base price per share of Common Stock subject to such option or SAR, (B) in the case of a Stock Award or a Performance Award denominated in shares of Common Stock, the number of shares of Common Stock then subject to the portion of such award surrendered to the extent the Performance Measures applicable to such award have been satisfied or are deemed satisfied pursuant to Section 5.8(a)(i), whether or not vested, multiplied by the Fair Market Value of a share of Common Stock as of the date of the Change in Control, and (C) in the case of a Performance Award denominated in cash, the value of the Performance Award then subject to the portion of such award surrendered to the extent the Performance Measures applicable to such award have been satisfied or are deemed satisfied pursuant to Section 5.8(a)(i); (ii) shares of capital stock of the corporation resulting from or succeeding to the business of the Company pursuant to such Change in Control (or a parent corporation thereof) or other property, having a fair market value not less than the amount determined under clause (i) above; or (iii) a combination of the payment of cash pursuant to clause (i) above and the issuance of shares or other property pursuant to clause (ii) above.

(b) For purposes of this Plan, a "Change in Control" shall be deemed to have occurred if:

any transaction or series of transactions in which any Person becomes the direct or indirect Beneficial Owner, by way of a stock issuance, tender offer, merger, consolidation, other business combination or otherwise, of greater than 35% of the total voting power (on a fully diluted basis as if all convertible securities had been converted and all warrants and options had been exercised) entitled to vote in the election of directors of the Company ("Company Voting Securities") (including any transaction in which the Company becomes a wholly-owned or majority-owned

(1) subsidiary of another corporation); provided, however, that the following acquisitions shall not be deemed to be a Change of Control: (i) acquisitions by the Company or any Subsidiary; (ii) acquisitions by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary; (iii) acquisitions by any underwriter temporarily holding securities pursuant to an offering of such securities; (iv) an acquisition by any combination of Hagerty Holders; or (v) any acquisition pursuant to a transaction described in subparagraph (2) of this definition;

(2) any merger or consolidation or reorganization of the Company other than a merger, consolidation or reorganization (i) immediately following which those individuals who, immediately prior to the consummation of such merger, consolidation or reorganization, constituted the Board, constitute a majority of the board of directors of the Company or the surviving or resulting entity or any parent thereof, (ii) which results in the Company Voting Securities outstanding immediately prior to such merger, consolidation or reorganization continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, greater than 50% of the combined voting power of the securities of the Company (or such surviving entity or any parent thereof) outstanding immediately after such merger or consolidation, and (iii) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing 50% or more of the then outstanding Company Voting Securities;

(3) any transaction or series of transactions in which all or substantially all of the Company's assets are sold;

(4) during any twenty-four (24) month period, individuals who, as of the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided that any Person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such Person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any Person other than the Board shall be deemed to be an Incumbent Director.

provided, that with respect to any nonqualified deferred compensation that becomes payable on account of the Change in Control, the transaction or event described in clause (1), (2), (3) or (4) also constitutes a "change in control event," as defined in Treasury Regulation §1.409A-3(i)(5) if required in order for the payment not to violate Section 409A of the Code.

Solely for purposes of this definition, the following terms shall have the meaning specified: (A) "Affiliate" shall have the meaning set forth in Rule 12b-2 under Section 12 of the Exchange Act; (B) "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act, except that a Person shall not be deemed to be the Beneficial Owner of any securities which are reflected on a Schedule 13G; and (C) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (w) the Company or any of its Affiliates; (x) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries; (y) an underwriter temporarily holding securities pursuant to an offering of such securities; or (z) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

5.9 Deferrals. The Committee may determine that the delivery of shares of Common Stock or the payment of cash, or a combination thereof, upon the settlement of all or a portion of any award made hereunder shall be deferred, or the Committee may, in its sole discretion,

approve deferral elections made by holders of awards. Deferrals shall be for such periods and upon such terms as the Committee may determine in its sole discretion, subject to the requirements of Section 409A of the Code.

5.10 No Right of Participation, Employment or Service. Unless otherwise set forth in an employment agreement, no person shall have any right to participate in this Plan. Neither this Plan nor any award made hereunder shall confer upon any person any right to continued employment by or service with the Company, any Subsidiary or any affiliate of the Company or affect in any manner the right of the Company, any Subsidiary or any affiliate of the Company to terminate the employment or service of any person at any time without liability hereunder.

5.11 Rights as Stockholder. No person shall have any right as a stockholder of the Company with respect to any shares of Common Stock or other equity security of the Company which is subject to an award hereunder unless and until such person becomes a stockholder of record with respect to such shares of Common Stock or equity security.

5.12 Designation of Beneficiary. To the extent permitted by the Company, a holder of an award may file with the Company a written designation of one or more persons as such holder's beneficiary or beneficiaries (both primary and contingent) in the event of the holder's death or incapacity. To the extent an outstanding option or SAR granted hereunder is exercisable, such beneficiary or beneficiaries shall be entitled to exercise such option or SAR pursuant to procedures prescribed by the Company. Each beneficiary designation shall become effective only when filed in writing with the Company during the holder's lifetime on a form prescribed by the Company. The spouse of a married holder domiciled in a community property jurisdiction shall join in any designation of a beneficiary other than such spouse. The filing with the Company of a new beneficiary designation shall cancel all previously filed beneficiary designations. If a holder fails to designate a beneficiary, or if all designated beneficiaries of a holder predecease the holder, then each outstanding award held by such holder, to the extent vested or exercisable, shall be payable to or may be exercised by such holder's executor, administrator, legal representative or similar person.

5.13 Awards Subject to Clawback. The awards granted under this Plan and any cash payment or shares of Common Stock delivered pursuant to such an award are subject to forfeiture, recovery by the Company or other action pursuant to the applicable award Agreement or any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

5.14 Governing Law. This Plan, **e**ach award hereunder and the related Agreement, and all determinations made and actions taken pursuant thereto, to the extent not otherwise governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws.

5.15 Foreign Employees. Without amending this Plan, the Committee may grant awards to eligible persons who are foreign nationals and/or reside outside of the United States on such terms and conditions different from those specified in this Plan as may in the judgment of the Committee be necessary or desirable to foster and promote achievement of the purposes of this Plan and, in furtherance of such purposes the Committee may make such modifications, amendments, procedures, subplans and the like as may be necessary or advisable to comply with provisions of laws in other countries or jurisdictions in which the Company or its Subsidiaries operates or has employees.

Exhibit 10.11

PRIVILEGED AND CONFIDENTIAL

HAGERTY, INC.

EMPLOYEE STOCK PURCHASE PLAN

1. **Purpose.** The purpose of the Plan is to provide Employees with opportunities to purchase common stock of the Company at a discounted purchase price, thereby encouraging increased efforts to promote the interests of the Company and its stockholders. It is the intention of the Company to have the Plan qualify as an "Employee Stock Purchase Plan" under Section 423 of the Code with respect to Section 423 Offerings. Accordingly, the provisions of the Plan shall be construed so as to extend and limit participation in Section 423 Offerings in a manner consistent with the requirements of Section 423 of the Code.

2. **Definitions.**

(a) **"Board"** means the Board of Directors of the Company.

(b) **"Brokerage Account"** means the account in which the Purchased Shares are held.

(c) **"Business Day"** means a day on which the New York Stock Exchange is open for trading.

(d) **"Code"** means the Internal Revenue Code of 1986, as amended.

(e) **"Committee"** means the Compensation Committee of the Board or the designee of the Compensation Committee.

(f) **"Company"** means Hagerty, Inc., a Delaware corporation.

(g) **"Compensation"** means a Participant's base salary or wages, overtime pay, commissions, cash bonuses, and vacation, holiday, and sick pay. Compensation does not include any other forms of compensation, such as income related to stock option awards, stock grants, and other equity incentive awards, expense reimbursements, relocation-related payments, employee benefit plan payments, death benefits, income from non-cash and fringe benefits, and severance.

(h) **"Employee"** means any individual who is a common law employee of the Company or any Participating Subsidiary whose customary employment with such entity is for (i) at least 20 hours per week and (ii) more than 5 months per calendar year. Employment shall be treated as continuing while the individual is on sick leave or other leave of absence approved by the Company or the Participating Subsidiary, as appropriate, and in the case of a Section 423 Offering, only to the extent permitted under Section 423 of the Code. For purposes of the Plan, an individual who performs services for the Company or a Participating Subsidiary pursuant to an agreement that classifies such individual's relationship with the Company or a Participating Subsidiary as other than a common law employee shall not be considered an "employee" with respect to any period preceding the date on which a court or administrative agency issues a final determination that such individual is an "employee."

(i) **"Enrollment Date"** means the first Business Day of each Offering Period.

(j) **"Exchange Act"** means the Securities Exchange Act of 1934, as amended.

(k) **"Exercise Date"** means the last Business Day of each Offering Period.

(l) **"Fair Market Value"** means the closing transaction price of a Share as reported on the New York Stock Exchange on the date as of which such value is being determined or, if the Shares are not listed on the New York Stock Exchange, the closing transaction price of a Share on the principal national stock exchange on which the Shares are traded on the date as of which such value is being determined or, if there shall be no reported transactions for such date, on the next preceding date for which transactions were reported; provided, however, that if the Shares are not listed on a national

stock exchange or if Fair Market Value for any date cannot be so determined, Fair Market Value shall be determined by the Committee by whatever means or method as the Committee, in the good faith exercise of its discretion, shall at such time deem appropriate and in compliance with Section 409A of the Code.

(m) **"Non-Section 423 Offering"** means an Offering that is not intended to qualify under Section 423 of the Code.

(n) **"Offering"** means an offer of an Option under the Plan that may be exercised on the Exercise Date of an Offering Period. Unless otherwise specified by the Committee, each such offer shall be deemed a separate Offering, even if the dates and other terms of the separate Offerings are identical, and the provisions of the Plan shall separately apply to each Offering. To the extent permitted by Section 423 of the Code, the terms of each separate Section 423 Offering need not be identical, provided that the terms of the Plan and an Offering together satisfy Section 423 of the Code. The terms of each separate Non-Section 423 Offering need not be identical in any case.

(o) **"Offering Period"** means every 3-month period beginning each January 1st, April 1st, July 1st, and October 1st or any other period designated by the Committee that does not exceed 27 months. The Committee shall determine the commencement of the first Offering Period under the Plan.

(p) **"Option"** means an option granted under the Plan that entitles a Participant to purchase Shares.

(q) **"Participant"** means an Employee who satisfies the requirements of Sections 3 and 5 of the Plan.

(r) **"Participating Subsidiary"** means each Subsidiary that is listed on Schedule A hereto and each other Subsidiary designated by the Board or the Committee as a Participating Subsidiary.

(s) **"Plan"** means this Hagerty, Inc. Employee Stock Purchase Plan.

(t) **"Purchase Account"** means the account used to purchase Shares through the exercise of Options under the Plan.

(u) **"Purchase Price"** means the lesser of (A) 95% of the Fair Market Value of a Share on the Enrollment Date and (B) 95% of the Fair Market Value of a Share on the Exercise Date, unless the Committee communicates a different per share Purchase Price to Participants prior to the beginning of the Offering Period that is no less than the lesser of (A) 85% of the Fair Market Value of a Share on the Enrollment Date and (B) 85% of the Fair Market Value of a Share on the Exercise Date.

(v) **"Purchased Shares"** means the full Shares issued or delivered pursuant to the exercise of Options under the Plan.

(w) **"Section 423 Offering"** means an Offering that is intended to qualify under Section 423 of the Code.

(x) **"Securities Act"** means the Securities Act of 1933, as amended.

(y) **"Shares"** means the Class A common stock, par value $0.0001 per share, of the Company.

(z) **"Subsidiary"** means an entity, domestic or foreign, of which not less than 50% of the voting equity is held by the Company or a Subsidiary, whether or not such entity now exists or is hereafter organized or acquired by the Company or a Subsidiary, provided that such entity is also a "subsidiary" within the meaning of Section 424 of the Code.

(aa) **"Termination Date"** means the date on which a Participant terminates employment or on which the Participant ceases to provide services to the Company or a Subsidiary as an employee for any reason.

3. Eligibility.

(a) Only Employees shall be eligible to be granted Options, and in no event may a Participant be granted an Option following the Participant's Termination Date.

(b) Any provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an Option if (A) immediately after the grant, the Employee (or any other person whose stock would be attributed to the Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company or hold outstanding Options or options to purchase stock possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or any of its Subsidiaries, or (B) the Option would permit the Employee to purchase stock under all employee stock purchase plans (described in Section 423 of the Code) of the Company and its Subsidiaries to accrue at a rate that exceeds $25,000 of the Fair Market Value of such stock (determined at the time the Option is granted) for each calendar year in which the Option is outstanding at any time. For purposes of applying the limit described in clause (B) above to a Participant in a Non-Section 423 Offering who is employed outside of the U.S., the exchange rate shall be determined on the last day of the applicable Offering Period. No Participant may purchase more than 8,000 Shares during any Offering Period.

4. **Option Exercise.** Options shall be exercised on behalf of Participants in the Plan every Exercise Date, using payroll deductions that have accumulated in the Participants' Purchase Accounts during the immediately preceding Offering Period or that have been retained from a prior Offering Period pursuant to Section 8 of the Plan.

5. **Participation.**

(a) An Employee shall be eligible to participate on the first Enrollment Date that occurs at least 90 calendar days after the Employee's first date of employment with the Company or a Participating Subsidiary by properly completing and submitting an election form by the deadline prescribed by the Company. Participation in the Plan is voluntary.

(b) An Employee who does not become a Participant on the first Enrollment Date on which the Employee is eligible may thereafter become a Participant on any subsequent Enrollment Date by properly completing and submitting an election form by the deadline prescribed by the Company.

(c) Payroll deductions for a Participant shall commence on the first payroll date following the Enrollment Date and shall end on the last payroll date in the Offering Period, unless sooner terminated as provided in Section 12 or Section 13 of the Plan.

6. **Payroll Deductions.**

(a) A Participant may elect to have payroll deductions made during an Offering Period equal to no less than 1% of the Participant's Compensation, up to a maximum of 50% (or any greater amount established by the Committee). The amount of such payroll deductions shall be in whole percentages. All payroll deductions made by a Participant shall be credited to the Participant's Purchase Account. A Participant may not make any additional payments into the Participant's Purchase Account. All such payroll deductions shall be made from the Participant's Compensation after deduction of any tax, social security, and national insurance contributions.

(b) A Participant may not increase or decrease the rate of payroll deductions during an Offering Period. A Participant may change the Participant's payroll deduction percentage under subsection (a) above for any subsequent Offering Period by properly completing and submitting an election change form in accordance with the procedures prescribed by the Committee. The change in amount shall be effective as of the first Enrollment Date following the date of filing of the election change form. In the absence of such a change in election described in this subsection (b), the Participant's most recently elected payroll deduction percentage shall continue in effect for any subsequent Offering Period.

(c) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3(b) of the Plan, a Participant's payroll deductions may be decreased to 0% at any time during an Offering Period. Payroll deductions shall recommence at the rate provided in the Participant's election form at the beginning of the first Offering Period that is scheduled to end in the following calendar year, unless terminated by the Participant as provided in Section 12 of the Plan.

7. **Grant of Option.** On the applicable Enrollment Date, each Participant in an Offering Period shall be granted an Option to purchase, on the following Exercise Date, a number of full Shares determined by dividing (a) the Participant's payroll deductions accumulated prior to the Exercise Date and retained in the Participant's Purchase Account as of the Exercise Date by (b) the applicable Purchase Price.

8. **Exercise of Option.** A Participant's Option shall be exercised automatically on the Exercise Date, and the maximum number of Shares subject to the Option shall be purchased for the Participant at the applicable Purchase Price with the accumulated payroll deductions in the Participant's Purchase Account. No fractional Shares shall be purchased; any payroll deductions accumulated in a Participant's Purchase Account that are not sufficient to purchase a full Share shall be retained in the Purchase Account for the next subsequent Offering Period, subject to earlier withdrawal by the Participant as provided in Section 12 of the Plan. All other payroll deductions accumulated in a Participant's Purchase Account and not used to purchase Shares on an Exercise Date shall be distributed to the Participant. During a Participant's lifetime, a Participant's Option is exercisable only by the Participant. The Company shall satisfy the exercise of all Participants' Options for the purchase of Shares through (a) the issuance of authorized but unissued Shares, (b) the transfer of treasury Shares, (c) the purchase of Shares on behalf of the applicable Participants on the open market through an independent broker, or (d) a combination of the foregoing.

9. **Issuance of Stock.** The Shares purchased by a Participant shall be issued in book entry form and shall be considered to be issued and outstanding to the Participant's credit as of the end of the last day of each Offering Period. The Committee may permit or require that shares be deposited directly in a Brokerage Account with one or more brokers designated by the Committee or to one or more designated agents of the Company, and the Committee may use electronic or automated methods of share transfer. The Committee may require that Shares be retained with such brokers or agents for a designated period of time and may establish other procedures to permit tracking of disqualifying dispositions of such Shares. The Committee may also impose a transaction fee with respect to a sale of Shares issued to a Participant's credit and held by such a broker or agent. The Committee may permit Shares purchased under the Plan to participate in a dividend reinvestment plan or program maintained by the Company, and the Committee may establish a default method for the payment of dividends.

10. **Approval by Stockholders.** Notwithstanding the above, the Plan was expressly made subject to the approval of the stockholders of the Company within 12 months before or after the date the Plan was adopted by the Board, and such stockholder approval was obtained in the manner and to the degree required under applicable federal and state law.

11. **Administration.**

(a) *Powers and Duties of the Committee*. The Plan shall be administered by the Committee. Subject to the provisions of the Plan and Section 423 of the Code and the regulations thereunder, the Committee shall have the discretionary authority to determine the time and frequency of granting Options, the terms and conditions of the Options, and the number of Shares subject to each Option. The Committee also shall have the discretionary authority to do everything necessary and appropriate to administer the Plan, including by interpreting the provisions of the Plan (consistent with the provisions of Section 423 of the Code). The Committee may delegate its duties and authority to any of the Company's officers or employees as it determines to be appropriate. All actions, decisions, determinations, and interpretations by the Committee or its delegate with respect to the Plan shall be final and binding upon all Participants and upon their executors, administrators, personal representatives, heirs, and legatees. No member of the Board or the Committee, and no officer or director to whom the Committee has delegated its duties and authority, shall be liable for any action, decision, determination, or interpretation made in good faith with respect to the Plan or any Option. Each Section 423 Offering shall be administered so as to ensure that all Participants have the same rights and privileges provided by Section 423(b)(5) of the Code.

(b) *Brokerage Firm or Financial Institution*. The Company, the Board, or the Committee may engage the services of a brokerage firm or financial institution to perform certain ministerial and procedural duties under the Plan. Such duties may include mailing and receiving notices contemplated under the Plan, determining the number of Purchased Shares for each Participant, maintaining or causing to be maintained the Purchase Account and the Brokerage Account, disbursing funds maintained in the Purchase Account or proceeds from the sale of Shares through the Brokerage Account, and filing proper tax returns and forms (including information returns) with the appropriate tax authorities and providing to each Participant statements as required by law or regulation.

(c) *Indemnification*. Each person who is or has been (A) a member of the Board, (B) a member of the Committee, or (C) an officer or employee of the Company to whom authority was delegated in relation to the Plan shall be indemnified and held harmless by the Company against and from all (x) losses, costs, liabilities, and expenses that may be imposed upon or reasonably incurred by such person in connection with or resulting from any claim, suit, proceeding, or other action to which such person may be a party or in which such person may be involved by reason of any action taken or failure to act under the Plan (any "Action") and (y) amounts paid by such person in settlement of any Action, with the Company's approval, or paid by such person in satisfaction of any judgment in any Action, provided that in any case such person gives the Company an opportunity, at its own expense, to handle and defend the Action before such person undertakes to handle and defend the Action on such person's own behalf, unless such loss, cost, liability or expense is a result of such person's own willful misconduct or except as expressly provided by statute.

The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's certificate of incorporation or bylaws, any contract with the Company, as a matter of law, or otherwise, or of any power that the Company may have to indemnify them or hold them harmless.

12. **Withdrawal.** A Participant may withdraw from the Plan by properly completing and submitting to the Company a withdrawal form in accordance with the procedures prescribed by the Committee, which must be submitted prior to the date specified by the Committee before the last day of the applicable Offering Period. Upon withdrawal, any payroll deductions credited to the Participant's Purchase Account prior to the effective date of the Participant's withdrawal from the Plan shall be returned to the Participant. No further payroll deductions for the purchase of Shares shall be made during subsequent Offering Periods, unless the Participant properly completes and submits an election form by the deadline prescribed by the Company. A Participant's withdrawal from an offering shall not have any effect upon the Participant's eligibility to participate in the Plan or in any similar plan that may hereafter be adopted by the Company.

13. **Termination of Employment.** On a Participant's Termination Date occurring prior to an Exercise Date, the corresponding payroll deductions credited to the Participant's Purchase Account shall be returned to the Participant or, in the case of the Participant's death, to the person or persons entitled to such credited payroll deductions under Section 16, and the Participant's Option shall be automatically terminated.

14. **Interest.** No interest shall accrue on the payroll deductions of a Participant in the Plan.

15. **Stock.**

(a) The stock subject to Options shall be Shares as traded on the New York Stock Exchange or on any other exchange that the Shares may be listed.

(b) Subject to adjustment upon changes in capitalization of the Company as provided in Section 18 of the Plan, the maximum number of Shares available for sale under the Plan shall be 11,495,220 Shares. On a given Exercise Date, if the number of Shares with respect to which Options are to be exercised exceeds the number of Shares then available under the Plan, the Committee shall make a pro rata allocation of the Shares remaining available for purchase in as uniform a manner as practicable and as the Committee determines to be equitable.

(c) A Participant shall have no interest or voting right in Shares covered by the Participant's Option until the Option is exercised and the Participant becomes a holder of record of Shares acquired pursuant to such exercise.

16. **Designation of Beneficiary.** To the extent permitted by applicable law, the Committee may permit Participants to designate beneficiaries to receive any Purchased Shares or payroll deductions in the Participant's Purchase Account in the event of the Participant's death. Beneficiary designations shall be made in accordance with procedures prescribed by the Committee. If no properly designated beneficiary survives the Participant, the Purchased Shares and payroll deductions shall be distributed to the Participant's estate.

17. **Assignability of Options.** Neither payroll deductions credited to a Participant's Purchase Account nor any rights with regard to the exercise of an Option or to receive Shares under the Plan may be assigned, transferred, pledged, or otherwise disposed of in any way (other than by will, the laws of descent and distribution, or as provided in Section 16 of the Plan) by the Participant. Any such attempt at assignment, transfer, pledge, or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw from an Offering Period in accordance with Section 12 of the Plan.

18. **Adjustment of Number of Shares Subject to Options.**

(a) *Adjustment*. Subject to any required action by the stockholders of the Company, the maximum number of securities available for purchase under the Plan, as well as the price per security and the number of securities covered by each Option that has not yet been exercised shall be appropriately adjusted in the event of any a stock split, reverse stock split, stock dividend, combination, or reclassification of the Shares, or any other increase or decrease in the number of Shares effected without receipt of consideration by the Company, excluding the conversion of any convertible securities of the Company. Such adjustment shall be made by the Board or the Committee, whose determination shall be final, binding, and conclusive. If any such adjustment would result in a fractional security being available under the Plan, such fractional security shall be disregarded. Except as expressly provided in this Section 18(a), no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Option. The Options granted pursuant to a Section 423 Offering shall not be adjusted in a manner that causes the Options to fail to qualify as options issued pursuant to an "employee stock purchase plan" within the meaning of Section 423 of the Code.

(b) *Dissolution or Liquidation*. In the event of the proposed dissolution or liquidation of the Company, the Offering Period then in progress shall terminate immediately prior to the consummation of such proposed action, unless otherwise provided by the Board, and the Board may either provide for the purchase of Shares as of the date on which such Offering Period terminates or return to each Participant the payroll deductions credited to the Participant's Purchase Account.

(c) *Merger or Asset Sale*. In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, each outstanding Option shall be assumed or an equivalent option substituted by the successor corporation or a parent or subsidiary of the successor corporation, unless the Board determines, in the exercise of its sole discretion, that in lieu of such assumption or substitution to either terminate all outstanding Options and return to each Participant the payroll deductions credited to such Participant's Purchase Account or to provide for the Offering Period in progress to end on a date prior to the consummation of such sale or merger.

19. **Amendments to and Termination of the Plan.**

(a) The Board or the Committee may at any time and for any reason amend, modify, suspend, discontinue, or terminate the Plan without notice, provided that no Participant's existing rights with respect to existing Options are adversely affected. To the extent necessary to comply with Section 423 of the Code (or any other applicable law, regulation, or stock exchange rule), the Company shall obtain stockholder approval in any manner and to any degree required.

(b) Without stockholder consent and without regard to whether any Participant's rights may be considered to have been "adversely affected," the Board or the Committee may (A) change the Purchase Price or Offering Periods, (B) limit or increase the frequency or number of changes in the amount withheld during an Offering Period, (C) establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, (D) permit payroll withholding in an amount less or greater than the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, (E) establish reasonable waiting and adjustment periods or accounting and crediting procedures to ensure that amounts applied toward the purchase of Shares for each Participant properly correspond with amounts withheld from the Participant's Compensation, (F) and establish other limitations or procedures that the Board or the Committee determines in its sole discretion advisable and consistent with the Plan, except that changes to (1) the Purchase Price, (2) the Offering Period, (3) the maximum percentage of Compensation that may be deducted pursuant to Section 6(a) of the Plan, or (4) the maximum number of Shares

that may be purchased in an Offering Period shall not be effective until communicated to Participants in a reasonable manner, with the determination of such reasonable manner in the sole discretion of the Board or the Committee.

20. **No Other Obligations.** The receipt of an Option shall not impose any obligation upon a Participant to purchase any Shares covered by the Option. The granting of an Option shall not constitute an agreement or an understanding, express or implied, on the part of the Company to employ the Participant for any specified period.

21. **Notices and Communication.** Any notice or other form of communication that the Company or a Participant may be required or permitted to give to the other shall be provided through means designated by the Committee, which may be through any paper or electronic method.

22. **Conditions for Exercise and Issuance.**

(a) Shares shall not be issued with respect to an Option unless the exercise of such Option and the issuance and delivery of such Shares pursuant thereto would comply with all applicable law, domestic or foreign, including the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the Shares are then listed. Issuance of Shares with respect to an Option shall be subject to the approval of the Company's counsel with respect to such compliance.

(b) As a condition to the exercise of an Option, the Company may require the person exercising the Option to represent and warrant, at the time of any such exercise, that the Shares are being purchased only for investment and without any present intention to sell or distribute the Shares if, in the opinion of the Company's counsel, such a representation is required by applicable law as described in subsection (a) above.

23. **General Compliance.** The Plan shall be administered and Options exercised in compliance with the Securities Act, Exchange Act, and all other applicable securities laws and Company policies, including any insider trading policy of the Company.

24. **Term of the Plan.** The Plan shall become effective upon the earlier to occur of its adoption by the Board and its approval by the stockholders of the Company and shall continue in effect until terminated pursuant to Section 19 of the Plan.

25. **Governing Law.** The Plan and all Options shall be construed in accordance with and governed by the laws of the state of Delaware, without reference to choice-of-law principles and subject in all cases to the Code and regulations thereunder.

26. **Non-U.S. Participants.** To the extent permitted under Section 423 of the Code, without the amendment of the Plan, the Company may provide for the participation in the Plan by Employees who are subject to the laws of foreign countries or jurisdictions on terms and conditions different from those specified in the Plan, as in the judgment of the Company may be necessary or desirable to foster and promote achievement of the purposes of the Plan. In furtherance of such purposes, the Company may make modifications or establish procedures or subplans and the like as necessary or advisable to comply with provisions of laws of other countries or jurisdictions in which the Company or the Participating Subsidiaries operate or have employees. Each subplan shall constitute a separate "offering" under the Plan in accordance with Treas. Reg. §1.423-2(a).

PRIVILEGED AND CONFIDENTIAL

Schedule A

Participating Subsidiaries

Exhibit 10.12

HAGERTY

July 23, 2021

Dear Paul,

We are thrilled to invite you to join Hagerty as our President of Media & Senior Vice President of Corporate Development and value your contributions to Hagerty's success. For your convenience, we have summarized the details of your offer. Hagerty will provide base compensation that will be based on your effective start date. The following summary outlines the compensation arrangement for the subsequent years and is subject to the company performance and terms of the incentive plans.

Compensation Exhibit – 2021

Compensation Description	Pro-Rated for 2021*
Base Salary Compensation	$ 243,750
Signing Bonus	$ 200,000
Annual Incentive Plan (75%) at Target Performance (paid 03.15.2022)	$ 182,812
Automobile Allowance	$ 6,666
Total Target Cash Compensation	$ 633,228

**assumes 08.15.2021*

Compensation Exhibit – 2022

Compensation Description	Annual Amount
Base Salary Compensation	$ 650,000
2022 Annual Incentive Plan (75%) at Target Performance (paid in March 2023)	$ 487,500
2022 Executive Incentive Bonus (paid in March of 2023)	$ 650,000
Automobile Allowance	$ 20,000
Total Target Cash Compensation	$ 1,807,500

Compensation Exhibit – 2023

Compensation Description	Annual Amount
Base Salary Compensation	$ 650,000
2023 Annual Incentive Plan (75%) at Target Performance (paid in March 2024)	$ 487,500
2023 Executive Incentive Bonus (paid in March of 2024)	$ 650,000
Automobile Allowance	$ 20,000
Total Target Cash Compensation	$ 1,807,500

Incentive Programs:

Based on your role within the company, you are eligible for the Annual Incentive Plan. The Annual Incentive Plan is a company-wide program that is based on the achievement of annual corporate company goals. The targeted incentive amount noted in the table above is 75% of your earnings. In order to participate in this program, you must be employed by Hagerty on the date of the payment. In addition, you are eligible to earn incentive through Hagerty's long term incentive plan. The long-term incentive is based on a three-year payment cycle and the opportunity is 125% of your earnings. Each year begins a new three-year tranche of payments. The specific provisions of each plan are described in "summary plan documents" that will be shared with you upon hire. As the long-term incentive plan will vest over a three-year period of time, we are offering an executive incentive bonus to maintain your cash earnings while it is vesting initially vesting. The intent is to keep your annual compensation package whole and commensurate with leadership responsibilities.

Long Term Incentive Plan Exhibit

	Plan Year	Base Salary	LTIP Target	Performance	Earned for 2022-2024 Plan
2022 - 2024 Plan (paid in 2025)	2022	$ 650,000	125%	100%	$ 270,833
	2023	$ 650,000	125%	100%	$ 270,833
	2024	$ 650,000	125%	100%	$ 270,833
					$ 812,500

Compensation Exhibit – 2024

Compensation Description	**Annual Amount**
Base Salary Compensation	$ 650,000
2024 Annual Incentive Plan (75%) at Target Performance (paid in March 2025)	$ 487,500
2022 – 2024 Long Term Incentive (125%) (paid in March of 2025)	$ 812,500
Automobile Allowance	$ 20,000
Total Target Cash Compensation	$ 1,970,000

Future Equity Eligibility:

Should Hagerty financial strategy result in equity grants for key leaders, your role will be eligible for participation in a similar manner as other senior executives as a portion of your long-term incentive which provides additional earning upside based on company performance. I will need to confirm the design of this issue to align with other related to RSU, PSU, and standard vesting schedule.

Automobile Allowance:

An annual automobile allowance will be established as a part of your compensation package. The annual amount of $20,000 will be paid monthly.

Health Insurance:

All full-time regular employees will be enrolled in a medical/pharmaceutical/vision insurance plan administered by Priority Health / Cigna. Whether you choose employee-only coverage, or you wish to add your spouse or dependents, the cost is shared by you and the company. Your share of the premium will be deducted pre-tax, from your paycheck. Full-time regular employees are eligible for this benefit on the first day of the month following 30 days of employment.

- $65.00 per month for employee only ($32.50 per paycheck)
- $320.00 per month for employee + one person ($160.00 per paycheck)
- $390.00 per month for employee + family ($195.00 per paycheck)

401(k) and Retirement:

A Principal Retirement 401(k) plan has been established to help our long-term employees meet their retirement savings goals. Hagerty provides a 100% match to each employee's contribution, up to the employee's contribution of 4% of his or her income. Full-time regular employees are eligible for this benefit on the first of the month following 30 days of employment. The vesting of the Hagerty contribution is immediate.

Dental Insurance:

Delta Dental Insurance is offered to all full-time regular employees; the premium will be deducted from your paycheck. Full-time employees are eligible for this benefit on the first of the month following 30 days of employment.

- $4.00 per month for employee ($2.00 per paycheck)
- $26.00 per month to add spouse ($13.00 per paycheck)
- $35.40 per month to add one child ($17.70 per paycheck)

- $77.96 per month to add family coverage ($38.98 per paycheck)

Short-Term Disability:

Hagerty provides Prudential Short-Term Disability Insurance plans to all full-time regular employees. Employees must be employed for six months to become eligible for the short-term disability.

Long Term Disability:

Hagerty provides Unum Long Term Disability to executives. This is an individual executive policy that will be coordinated for you with your role and is in addition to the employee standard coverage. Specific details of the policy depend on the desired coverage and your annual base compensation.

Life Insurance:

Hagerty provides an executive group variable universal life (GVUL) insurance policy equal to one million for all Senior Vice President and C-Suite roles. The employee will designate the beneficiary of the policy.

Wellness Program:

Hagerty will reimburse up to $250 per year toward selected Wellness Programs outside our company walls. While this was designed with gym memberships in mind, we have now expanded the coverage to include programs such as smoking cessation and other wellness programs.

Paid Time Off:

- Four weeks paid time off
- Nine paid holidays

The benefits outlined in this letter are governed by plan documents that will be made available to you during your employment. All benefits are subject to change by Hagerty at any time.

The start date will be after August 15, 2021. We know that you will be a meaningful member of our leadership team!

Respectfully,

/s/ Collette Champagne
Collette Champagne (Jul 23, 2021 17:08 EDT)

Collette (Coco) Champagne
Chief Operating Officer

Execution Version

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("**Agreement**") is made by THE HAGERTY GROUP, LLC, a Delaware limited liability company ("**Company**"), and Paul E. Rehrig ("**Executive**"). Executive and the Company are also individually referred

to herein as a "**Party**" and collectively as the "**Parties**." As used in this Agreement, the term "**Affiliate**" means any entity controlling, controlled by or under common control with the Company.

1. **Effective Date and Term**. This Agreement will take effect on August 16, 2021 ("Effective Date") and will remain in effect during the Employment (as defined in Section 2) (the "Term") and thereafter as to those provisions that expressly state that they will remain in effect after termination of the Employment. The first 2 years of the Term (the "Initial Term") is the period beginning on August 16, 2021 and ending on August 16, 2023.

2. **Employment**. Executive will serve as the Company's President of Media and Senior Vice President of Corporate Development or such similar executive position with the Company or an Affiliate as may be assigned by the Company.(the "**Employment**"). Executive will perform duties consistent with this position as assigned to Executive from time to time by the Company's Chief Executive Officer and will comply with all Company policies. The Employment will be full time and Executive's entire business time and efforts will be devoted to the Employment, except that Executive may oversee passive investments and may serve on boards of directors of non-profit organizations, and may serve on boards of directors of for-profit organizations, that are not competitive with the Company or an Affiliate, provided that such activities do not impair Executive's full-time services under this Agreement or constitute a conflict of interest.

3. **Compensation**. Executive will be compensated during the Employment as follows, subject to required tax deductions and withholdings:

(a) **Salary**. Executive's salary will be $650,000 per year (or a prorated weekly amount for any partial year), subject to payroll deductions as legally required and/or authorized by Executive, and will be payable in accordance with the Company's normal payroll practices. The Company may review Executive's salary annually in accordance with the Company's normal procedures and may increase (but not decrease) Executive's salary to reflect the Company's determinations of Executive's performance, Company performance, business or economic conditions, or changes in Executive's duties and responsibilities.

(b) **Bonus Payments**. Executive will receive an annual bonus payment equal to the greater of 100% of Executive's annual salary or $650,000 (or a prorated weekly amount for any partial year), payable on or before March 15 of 2023 and 2024. In the event Executive is no longer employed by the Company on the payment date, Executive will be entitled to a prorated weekly amount of the annual bonus payment.

(c) **Annual Incentive Plan**. Beginning with the 2021 plan year, Executive will participate in the Hagerty Amended and Restated Annual Incentive Plan or any successor Company annual bonus plan ("**Annual Incentive Plan**") in accordance with the terms of the plan. The Company will continue an Annual Incentive Plan under which Executive's target incentive payment for each calendar year will be at least 75% of Executive's salary, with any payments under the plan to be determined under the terms of the plan based on attainment of Company and individual goals as provided in the plan, and subject to Executive's continued Employment with the Company.

(d) **Long-Term Incentive Plan**. Executive will participate in the Company's Amended and Restated Hagerty Long-Term Incentive Plan or any successor Company long-term bonus plan ("**Long-Term Incentive Plan**") in accordance with the terms of the plan and performance measures applicable to all participants. Executive will participate in the Long-Term Incentive Plan fully for incentive periods beginning on or after January 1, 2022. The Company will continue a Long-Term Incentive Plan under which Executive's target incentive payment for each incentive period established under the plan will be at least 125% of Executive's salary, with any payments under the plan to be determined under the terms of the plan based on attainment of Company goals as provided in the plan.

(e) **Future Equity Eligibility**. Should Hagerty financial strategy result in equity grants for key leaders, Executive will be eligible for participation in a similar manner as other senior executives.

(f) **Paid Time Off**. Executive will be entitled to a minimum of 4 weeks of paid time off per year, in addition to Company holidays, to be administered in accordance with Company policy, which is subject to change from time to time in the Company's discretion. Paid time off will be taken at such times as are consistent with the reasonable business needs of the Company.

(g) **Benefits**. Executive will be eligible to participate in fringe benefit programs covering the Company's salaried employees as a group and in any other Company benefit programs and policies applicable under Company policy to senior executives, including medical/pharmaceutical/vision insurance, short-term and long-term disability insurance, life insurance, dental insurance, wellness program, and retirement plan. The terms of applicable insurance policies and benefit plans in effect from time to time will govern with regard to specific issues of coverage and benefit eligibility. All benefit programs and policies are subject to change from time to time in the Company's discretion.

(h) **Car Allowance**. Executive will receive an annual car allowance of $20,000 per calendar year, to be paid monthly during the year, less required deductions and withholdings.

(i) **Business Expenses**. The Company will reimburse Executive for reasonable, ordinary and necessary business expenses that are specifically authorized or are authorized by Company policy, subject to Executive's prompt submission of proper documentation for tax and accounting purposes. Such expenses will be reimbursed within 30 days after Executive submits such documentation, but in no event later than the fifteenth day of the third month after the end of the year in which the expense is incurred.

(j) **Signing Bonus**. Executive will receive a one-time bonus payment of $200,000, payable within 30 days of the Effective Date of this Agreement. In the event Executive's Emloyment is terminated within 12 months of the Effective date of this Agreement by the Company for Cause (as defined in Section 4(c) herein) or by Executive for any reason other than Good Reason (as defined in Section 5(b) herein), Executive will be required to repay the signing bonus within 30 days of the termination date.

4. **Termination of Employment Without Severance Pay**. Executive will not be entitled to any further employment-related compensation, payments or benefit coverage (subject to the terms of applicable insurance policies and benefit plans) from the Company or any Affiliate after termination of the Executive's Employment pursuant to this Section 4, except those payments specifically identified in Section 6.

(a) **Death**. The Employment will terminate automatically upon Executive's death.

(b) **Disability**. If Executive is unable to perform Executive's duties under this Agreement, with or without reasonable accommodation, due to physical or mental disability for a continuous period of 180 days or longer and Executive is eligible for benefits under the Company's long-term disability insurance policy, the Company may terminate the Employment under this Section 4(b). If the Company terminates the Employment as the result of Executive's inability to perform Executive's duties for less than 180 days due to a disability, the termination of Employment will be deemed to be pursuant to Section 5(a) below.

(c) **Termination by Company for Cause**. The Company may terminate the Employment for "**Cause**," defined as Executive's: (i) breach of any provision of Sections 8, 9 or 10 of this Agreement; (ii) continued failure to perform or continued poor performance of duties after warning and reasonable opportunity to meet reasonable required performance standards; (iii) gross negligence causing or placing the Company at risk of significant damage or harm; (iv) misappropriation of or intentional damage to Company property; (v) material fraud or dishonesty; (vi) conviction of a felony; or (vii) intentional act or omission that Executive knows or should know is significantly detrimental to the interests of the Company.

If the Company becomes aware after termination of the Employment other than for Cause that Executive engaged before the termination of Employment in conduct constituting Cause, the Company may recharacterize Executive's termination as having been for Cause.

(d) **Discretionary Termination by Executive**. Executive may terminate the Employment at will with at least 30 days' advance written notice to the Company. If Executive gives such notice of termination, the Company may (but need not) relieve Executive of some or all of Executive's responsibilities for part or all of such notice period, provided that Executive's pay and benefits are continued for the 30 day notice period.

5. **Termination With Severance Pay**. Executive will not be entitled to any further employment-related compensation, payments or benefit coverage (subject to the terms of applicable insurance policies and benefit plans) from the Company or any Affiliate

after termination of Executive's Employment pursuant to this Section 5, except for payments and benefit coverage as provided in Section 6 and Severance Pay as provided in and subject to the terms of Section 7.

(a) **Discretionary Termination by Company**. The Company may terminate the Employment at will, but if the Company does so other than as provided in Section 4 above, Executive will be entitled to Severance Pay as provided in and subject to Section 7. A termination of Executive's Employment by the Company under Section 4(c) that is determined in a proceeding under Section 14 not to be for Cause will be considered to have been a termination under this Section 5(a).

(b) **Termination by Executive for Good Reason**. Executive may terminate the Employment for "**Good Reason**" if (a) the Company materially breaches the Company's obligations to Executive under this Agreement; (b) the Company relocates Executive to a facility or location more than 30 miles from Boulder, Colorado; or (c) the Company materially diminishes Executive's authority, duties or responsibilities or materially changes Executive's reporting structure or job description. Executive may not resign for Good Reason unless (i) Executive notifies the Company's Chief Executive Officer in writing, within 30 days after Executive becomes aware of or should have become aware of the act or omission in question, asserting that the act or omission in question constitutes Good Reason and explaining why, (ii) the Company fails, within 30 days after the notification, to take all reasonable steps to cure the breach, and (iii) Executive resigns by written notice within 30 days after expiration of the 30 day period under Section 5(b)(ii). If Executive terminates the Employment for Good Reason, Executive will be entitled to Severance Pay as provided in and subject to Section 7.

6. **Payments Upon Termination of Employment.** Executive will not be entitled to any further employment-related compensation, payments or benefit coverage (subject to the terms of applicable insurance policies and benefit plans) from the Company or any Affiliate after termination of the Executive's Employment, except (a) unpaid salary installments through the end of the week in which the Employment terminates, (b) any vested benefits accrued before the termination of Employment under the terms of any written Company policy or benefit program, and (c) if the termination of Employment is pursuant to Section 5, Severance Pay to which Executive is entitled under Section 7.

7. **Severance Pay**. The Company will pay Executive the payments provided in and subject to this Section 7 ("**Severance Pay**") upon Executive's "**separation from service**," as that term is defined by Section 409A of the Internal Revenue Code (the "**Code**"), if Executive's Employment is terminated during the Term as provided in Section 5 and Executive contemporaneously or subsequently experiences a separation from service.

(a) **Amount and Duration of Severance Pay**. Subject to the other provisions of this Section 7, Severance Pay will consist of: (i) the continuation of Executive's then current base salary for the greater of 12 months or the time remaining in the Initial Term. No Severance Pay will be paid, however, until the Company's first regular pay date that occurs on or after 60 days after the date of Executive's separation from service. Any salary continuation payments to which Executive would otherwise have been entitled during those 60 days will be accumulated and paid on the Company's first regular pay date on or after 60 days after separation from service provided Executive has signed the release provided for in Section 7(b)(ii) and continued to honor the release. All Severance Pay under Section 7 that would otherwise be paid more than 60 days after termination of the Employment will be made as provided in Section 7 on the Company's normal pay dates. Payments will be less required deductions and withholdings. If Executive dies before the end of the Severance Pay period, any unpaid Severance Pay will be forfeited.

(b) **Conditions to Severance Pay**. To be eligible for Severance Pay, Executive must meet the following conditions: (i) Executive must comply with Executive's obligations under this Agreement that continue after termination of the Employment; (ii) Executive must sign a Company-prepared release of claims by a date designated by the Company (which will be not less than 21 days nor more than 45 days after Executive's Employment is terminated and Executive is given the release document) waiving and releasing any and all claims or rights that Executive might otherwise have against the Company, any Affiliate, or any of the officers, directors, employees or agents of the Company or any Affiliate, provided that the release will not waive Executive's right to any payments due under this Section 7 or Section 6, nor will the release waive any right of Executive to liability insurance coverage under any directors' and officers' liability insurance policy or any indemnification rights that Executive may otherwise have; (iii) Executive must resign upon written request by the Company from all positions with or representing the Company or any Affiliate, including but not limited to membership on boards of directors where Executive represents the Company or any Affiliate; and (iv) Executive must, upon request by the Company, provide the Company, for a period of 90 days after termination, with consulting services (limited to no more than 8 hours per week) regarding matters

within the scope of Executive's former duties. Executive will only be required to provide those services by telephone or e-mail at Executive's reasonable convenience and without substantial interference with Executive's other activities or commitments.

(c) **Disability Benefits Offset to Severance Pay**. Any Severance Pay provided under Section 7(a) will be reduced on a dollar-for-dollar basis by any payments that Executive receives pursuant to the Company's bona fide group long-term disability insurance policy and/or workers' compensation insurance policy.

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8. **Loyalty and Confidentiality; Certain Property and Information**.

(a) **Loyalty and Confidentiality**. Executive will be loyal to the Company during the Employment and will forever hold in strictest confidence, and not use or disclose, any information regarding techniques, processes, developmental or experimental work, trade secrets, customer or prospect names or information, or proprietary or confidential information relating to the current or planned products, services, sales, pricing, costs, employees or business of the Company or any Affiliate, except as disclosure or use may be required in connection with Executive's work for the Company or any Affiliate or as may be compelled pursuant to court order or subpoena. Executive will also keep the terms of this Agreement confidential. Executive's commitment not to use or disclose information does not apply to information that becomes publicly known without any breach of this Agreement by Executive.

(b) **Certain Property and Information**. Upon termination of the Employment, Executive will deliver to the Company any and all property owned or leased by the Company or any Affiliate and any and all materials and information (in whatever form) relating to the business of the Company or any Affiliate, including without limitation all customer lists and information, financial information, computers, mobile and smart phones, business notes, business plans, documents, keys, credit cards and other Company- provided equipment. All Company property will be returned promptly and in good condition except for normal wear.

9. **Ideas, Concepts, Inventions and Other Intellectual Property**. All business ideas and concepts and all inventions, improvements, developments and other intellectual property made or conceived by Executive, either solely or in collaboration with others, during the term of the Executive's employment by the Company or an Affiliate, whether or not during working hours, and relating to the business or any aspect of the business of the Company or any Affiliate or to any business or product the Company or any Affiliate is actively planning to enter or develop, will become and remain the exclusive property of the Company and the Company's successors and assigns. Executive will disclose promptly in writing to the Company all such inventions, improvements, developments and other intellectual property, and will cooperate in confirming, protecting, and obtaining legal protection of the Company's ownership rights. Executive's commitments in this Section will continue in effect after termination of the Employment as to ideas, concepts, inventions, improvements and developments and other intellectual property made or conceived in whole or in part before the date the Executive's employment with the Company terminates.

Executive represents and warrants that there are no ideas, concepts, inventions, improvements, developments or other intellectual property that Executive invented or conceived before becoming employed by the Company to which Executive, or any assignee of Executive, now claims title, and that would be covered by this Section if made or conceived by Employee during the term of Executive's employment by the Company or any Affiliate.

Executive agrees not to disclose to the Company or use, or induce the Company to use, any proprietary information, trade secret or confidential business information of any other person or entity, including any previous employer of Executive. Executive also represents that all property, proprietary information, trade secret and confidential business information belonging to any prior employer has been returned. During the performance of his duties with the Company, the Company will not request or expect that Executive will disclose confidential or proprietary information acquired during prior employment. The Company further agrees that in the event Executive must decline to make such a disclosure to the Company, declining to make the disclosure will have no adverse consequence to Executive's employment with the Company.

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10. **Non-Competition; Non-Solicitation**. During the Employment and for 12 months after the date of termination of Executive's Employment (24 months if Executive leaves the Employment without Good Reason or the Company terminates Executive for Cause), Executive will not:

(a) directly or indirectly engage in a Competitive Business; or

(b) be employed by, perform services for, advise or assist, own any interest in or loan or otherwise provide funds to, any other business that is engaged (or seeking Executive's services with a view to becoming engaged) in any Competitive Business; or

(c) solicit or suggest, or provide assistance to anyone else in seeking to solicit or suggest, that any customer, vendor, employee, or other person or organization having or contemplating a relationship with the Company or any Affiliate terminate, reduce, or not initiate their relationship or contemplated relationship with the Company or such Affiliate, or enter into any similar relationship with anyone else instead of the Company or the Affiliate.

"**Competitive Business**" means (a) vehicle, boat and collectible insurance business and ancillary businesses relating to the preservation, safety and enjoyment of vehicles, boats and collectibles and (b) any other business in the automotive space in which the Company and its Affiliates are actively engaged or actively seeking to become engaged during Executive's employment with the Company. This Section 10 does not prohibit Executive from owning not more than two percent (2%) of any class of securities of a publicly traded entity, provided that Executive does not engage in other activity prohibited by this Section 10. Executive represents and warrants that neither the Employment nor the performance of his obligations for the Company will conflict with or violate any other contract or obligations, legal or otherwise, which Executive may have.

11. **Equitable Remedies**. Executive agrees that any breach of Sections 8, 9 or 10 of this Agreement will cause irreparable damage to the Company, that such damage will be difficult to quantify and that money damages alone will not be adequate. Accordingly, Executive agrees that the Company, in addition to any other legal rights or remedies available to the Company on account of a breach or threatened breach of this Agreement, shall have the right to obtain an injunction, specific performance or other equitable relief to prevent any actual or threatened breach, and Executive waives the defense in any equitable proceeding that there is an adequate remedy at law for such breach. The time periods for the covenants in Sections 8, 9 and 10 above shall be extended by the same period that a court finds Executive is in violation of any such covenant.

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12. **Amendment and Waiver**. No provisions of this Agreement may be amended, modified, waived or discharged unless the waiver, modification, or discharge is authorized by the Company's Chief Executive Officer and is agreed to in a written document signed by Executive and the Chief Executive Officer. No waiver by either Party at any time of any breach or nonperformance of this Agreement by the other Party will be deemed a waiver of any prior or subsequent breach or nonperformance.

13. **Entire Agreement**. No agreements or representations, oral or otherwise, express or implied, with respect to Executive's Employment with the Company or any of the subjects covered by this Agreement, have been made by the Company that are not set forth or referenced expressly in this Agreement, and this Agreement supersedes any pre-existing employment agreements and any other agreements on the subjects covered by this Agreement.

14. **Dispute Resolution**.

(a) **Arbitration**. The Company and Executive agree that, except as provided in Section 14(b), the sole and exclusive method for resolving any dispute between them arising out of or relating to this Agreement will be arbitration under the procedures set forth in this Section. The arbitrator will be selected pursuant to the Rules for Employment Arbitration of the American Arbitration Association. The arbitrator will hold a hearing at which both parties may appear, with or without counsel, and present testimony, evidence and argument. Pre-hearing discovery will be allowed in the discretion of and to the extent deemed appropriate by the arbitrator, and the arbitrator will have subpoena power. The procedural rules for an arbitration hearing under this Section will be the rules of the American Arbitration Association for Commercial Arbitration hearings and any rules as the arbitrator may determine. The hearing will be completed within 90 days after the arbitrator has been selected and the arbitrator will issue a written decision within 60 days after the close of the hearing. The hearing will be held in Traverse City, Michigan. The award of the arbitrator will be final and binding and may be enforced by and certified as a judgment of the 13th

Judicial Circuit Court for the State of Michigan, or any other court of competent jurisdiction. One-half of the fees and expenses of the arbitrator will be paid by the Company and one-half by Executive.

(b) Section 14(a) will be inapplicable to a dispute arising out of or relating to Sections 8, 9 or 10 of this Agreement.

15. **Assignment**. This Agreement contemplates personal services by Executive, and Executive may not transfer or assign Executive's rights or obligations under this Agreement, except that Executive may designate beneficiaries for benefits as allowed by the Company's benefit programs. This Agreement may be assigned by the Company to any Affiliate or successor in interest to the Company.

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16. **Notices.** For purposes of this Agreement, all notices and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when delivered or received by facsimile or email transmission or 5 days after deposit in the United States mail, certified and return receipt requested, postage prepaid, addressed as follows:

If to Executive:

Paul E. Rehrig
[Pending new mailing address]

If to the Company:

The Hagerty Group, LLC
141 River's Edge Dr.
Suite 200
Traverse City, Michigan 49684

Attention: General Counsel

or to such other address as either Party may have furnished to the other in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

17. **Governing Law**. The validity, interpretation, and construction of this Agreement are to be governed by Michigan law, without regard of choice of law rules. The parties agree that any judicial action involving a dispute arising under this Agreement will be filed, heard and decided in either the 13th Judicial Circuit Court of the State of Michigan or the U.S. District Court for the Western District of Michigan. The parties agree that they will subject themselves to the personal jurisdiction and venue of either court, regardless of where Executive or the Company may be located at the time any action may be commenced. The parties agree that Grand Traverse County is a mutually convenient forum and that each of the parties conducts business in Grand Traverse County.

18. **Counterparts**. This Agreement may be signed in original or by electronic counterparts, each of which will be deemed an original, and together the counterparts will constitute one complete document.

19. **Section 409A**. The parties to this Agreement intend that the Agreement be exempt from Section 409A of the Code to the fullest extent possible as providing for short-term deferrals and involuntary separation pay, and that to the extent this Agreement is not exempt from Section 409A it is intended to comply with Section 409A, where applicable, and this Agreement will be operated and interpreted in a manner consistent with those intentions.

[POSITION DESCRIPTION FOLLOWS]

Position Summary

Reporting to the CEO, this individual will be a key member of our executive leadership team and will be responsible for working cross functionally across the entire organization to develop our media offering, event operations, and partnership strategy. The leader will be responsible for setting the vision of what Hagerty Media can grow to be and have abilities to build and execute the roadmap to realize that vision. This role requires an experienced media executive with a growth mindset and deep digital skillset in creating media platforms, including publishing expertise, as well as demonstrated experience in developing partnership programs across a member-based business. Additionally the leader will play a key role in leading the media and operations aspects of customer and brand partnership experiences and strategic planning around events, and work with the CEO on corporate and commercial business development.

Responsibilities:

- Collaborate with executive leadership to develop an aligned vision, strategy, and roadmap for Hagerty Media, Events, and Partnerships.
- Corporate development and business development for strategic growth in events, media, and digital businesses including
    - M&A
        - In partnership with the CFO and other executives, source and lead deal flow, analysis, and negotiation of potential strategic investments and acquisitions related to the Media and Event business.
    - Corporate partnerships and commercial business development
        - Establish and grow revenue generating and marketing partnerships in for Hagerty Media, Events, entertainment licensing, and sponsorships.
- Responsible for all aspects of Hagerty Media strategy, team development, budget, and its day-to-day activity including
    - Media Budget
        - Audit existing media expenses and revenues, develop deep dive presentation for executive team
        - Develop and manage Hagerty Media's content production and talent expense, revenue goals and performance.
    - Media production
        - Manage the Hagerty media production and editorial teams.
        - Editorial responsibility for all Hagerty media content across all formats (Magazine, video, photography, written, podcasts, etc.).
        - Partner with Editorial to drive traffic and site metrics, strategy, and execution, as well as determine best course of action on increasing content generation. Work with Hagerty data and analytics teams to establish content and audience performance metrics and KPIs.
        - Supervise all content production activity and talent relationships.
        - Collaborate with Member Products and Services teams on Unified General Content (UGC) strategy, integration of UGC with Hagerty premium content.
        - Establish a strategy for media content development tied to Hagerty events.
    - Media distribution

- Oversee the Vice President of Media Operations and that team's objectives, plans and programs including publishing and content strategy, syndication, as well as platform and channel performance (including social media).
- Design and work closely with Membership team to develop content windowing strategy, paywall/registration wall strategy, 1st party publishing activity, and 3rd party syndication activity.
- Be a key stakeholder and collaborator on Hagerty Media product strategy and roadmaps (website, mobile apps, connected TV apps).

o Media commercial monetization

- Define and implement a monetization approach that is consistent with the overall Brand strategy and membership objectives including leveraging Automotive Intelligence.
- Develop Hagerty's approach to native or sponsored content advertising sales.
- Oversee print and digital advertising sales including supporting media kit and sales collateral and pitch decks.
- Build and manage the advertising sales team including outside resources such as magazine rep companies, establishing sales targets and managing performance.
- Grow and oversee a comprehensive partner strategy that delivers on member value and audience growth, enhancing the existing HDC partner agreements and extending categories to include automotive, lifestyle and media partners.
- Lead business development and negotiation of commercial agreements with syndication and marketing partnerships (e.g. YouTube, Facebook, Roku, etc.).
- Develop and implement an OEM strategy that aligns with enterprise and membership objectives.
- Partner with the Editorial team to create integrated cross platform content packages that can be monetized to win new advertisers.
- Manage and build high profile relationships within with partner organizations and clubs including automotive, media, and lifestyle partners.

o Media marketing

- Lead Hagerty Media's audience development, SEO, paid search, social, advertising, and other forms of content marketing.
- Align with the Marketing team to develop and execute marketing support for the digital properties, partner programs, and activations.

Skills & Experience:

- A strong leader with proven track record of building a media business across platforms including video, social, print and forums.
- Demonstrated success in building value added partnerships between brands and companies for mutual success and to build long term relationships

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- Expertise in monetizing media & content and valuable assets relevant to our brand
- A forward thinking, product mindset leader who understands the reality of execution
- Data and insights driven with a strong ability to make decision recommendations and gain support from multiple stakeholders.
- Demonstrated best in class approach as it pertains to publishing and media expertise and relationships
- Proven ability to work cross functionally, act entrepreneurially, and gain consensus and support across an organization.
- Outstanding relationship, influencing, executive presence and negotiation skills.
- Excellent written and verbal communication skills.
- Goal oriented with a strong ability to prioritize and lead teams to success
- Demonstrated initiative and drive with a passion for building new businesses.

[SIGNATURE PAGE FOLLOWS]

The parties have signed this Employment Agreement as of the Effective Date in Section 1.

THE HAGERTY GROUP, LLC

Collette Champagne (Jul 23, 2021 17:08 EDT)

By: Collette C. Champagne

Its: Chief Operating Officer

EXECUTIVE

Paul Rehrig (Jul 23, 2021 15:01 MDT)

Paul E. Rehrig

Exhibit 10.13

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT **("Agreement")** is made by HAGERTY HOLDING CORP., a Delaware corporation **("Company"),** and McKEEL O HAGERTY **("Executive").** As used in this Agreement, the term **"Affiliate"** means any entity controlling, controlled by or under common control with the Company.

1. **Effective Date and Term.** This Agreement will take effect as of January I, 2018 **("Effective Date"),** and will remain in effect during the Employment (as defined in Section 2) **("Agreement Term")** and thereafter as to those provisions that expressly state that they will remain in effect after Termination of the Employment. During the Agreement Term, Executive's employment may be terminated as provided in Sections 4 and 5 below. If Executive's Employment is terminated during the Agreement Term under circumstances entitling Executive to Severance Pay under the terms of Section 7, Executive will receive that Severance Pay.

2. **Employment.** Executive will serve as the Company's Chief Executive Officer (the **"Employment"),** including as Chief Executive Officer of all Company Subsidiaries (as defined below). Executive will perform duties consistent with those positions as assigned to Executive from time to time by the Company's Board of Directors **("Board")** under the Amended and Restated Stockholders Agreement of Hagerty Holding Corp., as amended from time to time (the **"Stockholders Agreement"),** to the extent such duties are also consistent with Executive's job description in **Appendix B,** and will comply with Company policies, as such policies apply to Executive. The terms of the Employment are described in the "Major Responsibilities" Section of Executive's job description in **Appendix B,** which may be changed from time to time by the Board in collaboration with Executive. For avoidance of doubt, Executive may: (i) oversee passive investments; (ii) serve on boards of directors of other organizations that are not competitive with the Company or a Subsidiary, subject to the written consent of the Board under then-current Board policy for outside activities; (iii) engage in charitable, civic, professional, educational or industry-related activities; (iv) author books, subject to the written consent of the Board which shall not be withheld provided that such activity does not disparage the Company or any Affiliate, constitute a conflict of interest or violate any provision in the Stockholders Agreement or this Agreement; (v) commit to speaking engagements, author articles or create content in any format for personal profit; and/or (vi) engage in any ancillary business activity which does not constitute a Restricted Business as defined in Section 9 herein, which is unrelated to Executive's duties and responsibilities under the Agreement (as set forth in **Appendix B),** and which is intended to promote the Company and enhance Executive's professional network for the purpose of furthering the interest of the Company; provided that no activity described in (i), (ii), (iii), (iv), (v) or (vi) impairs Executive's ability to fulfill the duties described in the "Major Responsibilities" Section of **Appendix B** of this Agreement, disparages the Company or any Affiliate or constitutes a conflict of interest; and provided further, that Executive discloses all material information regarding any proposed activity described in (v) or (vi) to the Board sufficiently in advance of engaging in such activity to allow the Board, or a delegate of the Board, a reasonable opportunity (A) to request additional information, (B) to engage Executive in dialogue regarding the proposed activity and its potential impact on the Company, (C) to evaluate the proposed activity and make a determination of whether the proposed activity is unacceptable because it is a Restricted Business, disparages the Company or one of its Affiliates, constitutes a conflict of interest or violates a provision in the Stockholders Agreement or this Agreement, and (D) to confirm that the proposed activity does not include any disclosure of non-public information without the prior consent of the Board. The Board, or its delegate, shall act promptly in reviewing and making such determination regarding any proposed activity and Executive shall not engage in the proposed activity until the Board, or its delegate, makes its determination. Executive's current job description is attached as **Appendix 8** to this Agreement. The Board, or a delegate of the Board, shall review Executive's performance under this Agreement on an annual basis based on Executive's performance of the duties described in each subsection of the "Major Responsibilities" Section of Appendix B and Executive's compensation at least every third year and may adjust Executive's salary and/or benefits to reflect the Board's determinations of Executive's performance, Company performance, business or economic conditions, or changes in Executive's duties and responsibilities. Any concerns of the Board related to Executive's fulfillment of his duties under the Agreement in consideration of Executive's participation in activities described in (i), (ii), (iii), (iv), (v) and (vi) above shall be summarized during Executive's annual performance review.

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3. **Compensation.** During the Agreement Term, Executive will be compensated during the Employment as follows, subject to required income tax and Social Security/Medicare contribution withholding and any other deduction required by law or authorized by Executive:

(a) **Salary.** Executive's salary will be at least $600,000.00 per year (or a pro- rated weekly amount for any partial year), subject to normal payroll deductions and payable in accordance with the Company's normal payroll practices.

(b) Annual Incentive Plan. Executive will participate in the Hagerty Amended and Restated Annual Incentive Plan or any successor Company annual bonus plan **("Annual Incentive Plan")** in accordance with the terms of the plan. The Company will continue an Annual Incentive Plan under which Executive's target incentive payment for each calendar year will be at least 100% of Executive's Salary, with any payments under the plan to be determined under the terms of the plan based on attainment of Company goals as provided in the plan, and subject to Executive's continued Employment with the Company, except as provided in Section 3(i), 6(i) or 7(d).

(c) **Long-Term Incentive Plan.** Executive will participate in the Company's Amended and Restated Hagerty Long-Term Incentive Plan or any successor Company long-term bonus plan **("Long-Term Incentive Plan")** in accordance with the terms of that plan. The Company will continue a Long-Term Incentive Plan under which Executive's target incentive payment for each incentive period established under the plan will be at least 175% of Executive's Salary and Executive's maximum incentive payment for each incentive period established under the plan will be 200% of Executive's Salary, with any payments under the plan to be determined under the terms of the plan based on attainment of Company goals as provided in the plan, and subject to Executive's continued Employment with the Company, except as provided in Sections 3(i), 60) or 7(d).

(d) **Benefits.** Executive will be eligible to part1c1pate in fringe benefit programs covering the Company's salaried employees as a group, in the Company's qualified 40 l (k) retirement plan, and in any other Company benefit programs and policies applicable under Company policy to senior executives if such participation is permitted by the Stockholders Agreement and applicable law. The terms of applicable insurance policies and benefit plans in effect from time to time will govern with regard to specific issues of coverage and benefit eligibility.

(e) **Executive Perquisite Account.** Executive will continue to receive the current Executive Perquisite Account payment of at least $100,000.00 per calendar year, to be paid monthly subject to Executive's prompt submission of proper documentation for tax and accounting purposes. Such expenses will be reimbursed within 30 days after Executive requests reimbursement, but in no event later than the fifteenth day of the third month after the end of the year in which the expense is incurred.

(f) **Stockholder Director Perquisite Account.** Executive will continue to receive the current Stockholder Director Perquisite Account payment of at least $100,000.00 per calendar year, to be used for payments to personal assistants, with any remaining balance for the year to be paid no later than the fifteenth day of the third month after the end of the year.

(g) **Car Allowance.** Executive will continue to receive an annual car allowance of at least $40,000.00 per calendar year, to be paid monthly during the year.

(h) **Business Expenses.** The Company will reimburse Executive for reasonable, ordinary and necessary business expenses in accordance with Company policy (Executive's private charter air travel is a reimbursable business expense to the extent such travel is deemed necessary for efficiency and business needs), subject to Executive's prompt submission of proper documentation for tax and accounting purposes. Such expenses will be reimbursed within 30 days after Executive requests reimbursement, but in no event later than the fifteenth day of the third month after the end of the year in which the expense is incurred.

(i) **Amendments.** The Board may amend all compensation, incentive, benefit and other plans, programs, policies and practices at any time, and will continue to review Executive's compensation every three years, but will not reduce any payment or coverage below minimums specifically identified above in this Section.

4. **Termination of Employment Without Severance Pay.** Executive will not be entitled to any further employment-related compensation, payments or benefit coverage from the Company or any Affiliate after termination of the Executive's Employment pursuant to this Section 4, except those payments specifically identified in subsections (a) through G) of Section 6.

(a) **Death.** The Employment will terminate automatically upon Executive's death.

(b) **Termination by Company for Cause.** The Company may terminate the Employment for **"Cause,"** which for purposes of this Agreement means any of (i) Executive's unauthorized use or disclosure of the Company's or any Subsidiary's trade secrets or other confidential or proprietary information that would cause material harm to the Company and its Subsidiaries taken as a whole; (ii) failure to follow the reasonable directions of the Board of Directors after receipt of written notice from the Board of Directors setting forth with reasonable specificity such failure and Executive's failure to initiate corrective action within a reasonable period of time, except to the extent that any Board direction is contrary to the terms of this Agreement (including any Appendices); (iii) conviction of any unlawful act that would be materially detrimental to the reputation, character or standing of the Company and its Subsidiaries taken as a whole; or (iv) commission of a material act of dishonesty, fraud, embezzlement, misappropriation or financial dishonesty against the Company or any of its Subsidiaries; provided that "Cause" shall not be satisfied solely due to the Board's dissatisfaction with the quality of the services provided by Executive as an employee.

(c) **Discretionary Termination by Executive.** Executive may terminate the Employment at will with at least 30 days' advance written notice to the Company. If Executive gives such notice of termination, the Company may (but need not) relieve Executive of some or all of Executive's responsibilities for part or all of such notice period, provided that Executive's pay and benefits are continued for the lesser of 30 days or the remaining period of the Employment.

5. **Termination With Severance Pay.** Executive will not be entitled to any further employment-related compensation, payments or benefit coverage from the Company or any Affiliate after termination of the Executive's Employment pursuant to this Section 5, except for payments and benefit coverage as provided in Section 6 and Severance Pay as provided in and subject to the terms of Section 7.

(a) **Discretionary Termination by Company.** The Company may terminate the Employment during the Agreement Term at will upon the unanimous vote of the Board, excluding the vote of Executive if Executive is a member of the Board or Executive's designee on the Board, but if the Company does so other than as provided in Section 4(b) above, Executive will be entitled to Severance Pay as provided in and subject to Section 7. A termination of Executive's Employment by the Company under Section 4(b) that is determined in a proceeding under Section 13 not to be for Cause will be considered to have been a termination under this Section 5(a). Any termination of the Employment by the Company other than a termination under Section 4(b) **("Cause")** or 5(b) **("Disability")** will be considered to have been a termination under this Section 5(a).

(b) **Termination Due to Disability.** The Company or Executive may terminate Executive's Employment due to Disability as defined in and subject to the terms of **Appendix A** to this Agreement, and in that event the Executive will be entitled to Severance Pay as provided in and subject to Section 7. If the Company terminates Executive's Employment other than as provided in **Appendix A** due to a physical or mental impairment or its consequences, the termination will be deemed to be a termination under Section 5(a) unless the termination is for Cause. If Executive terminates the Employment due to a physical or mental impairment or its consequences other than as provided in **Appendix A,** the termination will be deemed to be a termination under Section 4(c).

(c) **Termination by Executive for Good Reason.** Executive may terminate the Employment for Good Reason, and in that event will be entitled to Severance Pay as provided in and subject to Section 7. As used in this Agreement, **"Good Reason"** means the occurrence of any of the following:

(i) any (A) material diminution of Executive's base compensation, (B) the assignment to Executive of any duties inconsistent in any material adverse respect with Executive's position(s), duties, responsibilities, or status with the Company; or (C) a material adverse change in Executive's authority or reporting responsibilities with the Company,

(ii) any requirement by the Company that Executive (A) be based anywhere other than the facility where Executive is located as of the date of this Agreement or reasonably equivalent facilities within 30 miles of such facility, or

(B) engage in business travel to an extent substantially more burdensome than the normal travel obligations of Executive;

(iii) any (A) failure of the Company to continue in effect any material benefit, bonus or incentive plan in which Executive or an eligible dependent of Executive is participating, unless Executive is permitted to participate in another plan providing Executive and Executive's eligible dependents with substantially comparable after-tax benefits, or receives compensation as a substitute for such plan providing Executive with a substantially equivalent after-tax economic benefit, or (B) any action by the Company or an affiliate of the Company which would adversely affect Executive's participation in or materially reduce Executive's benefits or those of any eligible dependent under any such plan;

(iv) failure of the Company to obtain any assumption agreement required by or contemplated in Section 15; or

(v) any other material breach by the Company of its obligations under this Agreement.

Executive may not terminate the employment for Good Reason unless:

(i) Executive notifies the Board in writing, within 90 days after the occurrence of the act or omission constituting Good Reason, that the act or omission in question constitutes Good Reason and explaining why Executive considers it to constitute Good Reason;

(ii) the Company fails, within 30 days after notice from Executive under (i) above, to revoke the action or correct the omission and make Executive whole; and

(iii) Executive gives the Company written notice that the Executive has terminated the Employment for Good Reason, within 30 days after expiration of the 30-day period under (ii) above.

Executive's failure to give notice as provided in (i) above or to resign under (iii) above will not waive Executive's right to resign for Good Reason due to a subsequent and different Good Reason, provided that Executive follows the above procedure.

(d) **Definitions.** The following defined terms used in this Agreement will have the following meanings unless the context indicates otherwise:

(i) **"Business Entity"** means any corporation (including any non- profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, business trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

(ii) **"Subsidiary"** means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, business trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity of which the Company or any of its Subsidiaries owns securities having a majority of the voting power in electing the board of directors or managers directly or through one or more Subsidiaries (or, in the case of a partnership, limited liability company or other similar entity, securities conveying, directly or indirectly, a majority of the economic interests in such partnership or entity).

6. **Payments Upon Termination of Employment.** Executive will not be entitled to any further employment-related compensation, payments or benefit coverage from the Company or any Affiliate after termination of the Executive's Employment, except those payments specifically identified in subsections (a) through (j) of this Section 6 and, if the termination of Employment is pursuant

to Section 5, Executive shall also be entitled to Severance Pay as provided in and subject to Section 7. For payments and benefits which continue as part of Severance Pay under Section 7(a), Section 7(c), rather than this Section, will apply.

(a) unpaid salary installments through the end of the week in which the Employment terminates;

(b) any vested qualified retirement plan account to which Executive is entitled under the terms of such plans;

(c) payments of timely submitted benefits claims under the Company's health and dental care plans for health and dental benefits covered by those plans and incurred on or before the date of termination of the Employment;

(d) COBRA continuation coverage for Executive and Executive's eligible dependents, at Executive's expense and in accordance with normal COBRA coverage rules and provided that Executive elects and remains eligible for COBRA continuation coverage;

(e) any group life insurance and group disability insurance benefits under those Company programs, which are due to Executive in accordance with the applicable insurance policies as a result of Executive's death or qualifying disability occurring on or before the date of termination of the Employment;

(t) any unreimbursed business expenses eligible for reimbursement under Section 3(e) or 3(h) and incurred on or before the date of termination of the Employment;

(g) the remaining balance of the Stockholder Director Perquisite Account for the year in which the termination of Employment occurs (after deduction of personal assistant costs as provided in Section 3(t)), if and to the extent applicable as follows:

(i) the full remaining balance will be paid if Executive's Employment terminates due to death (Section 4(a));

(ii) no payment will be made if Executive's Employment is terminated by the Company for Cause under Section 4(b); or

(iii) a prorated payment will be made if Executive resigns as provided under Section 4(c), to be determined by multiplying the remaining balance by a fraction, the numerator of which is the number of full and partial months of the Executive's Employment in that year and the denominator of which is 12.

(h) a final full monthly car allowance for any final partial month of Executive's Employment;

(i) any final payments under the Annual Incentive Plan, to be determined exclusively as follows subject to the target percentage of salary provisions of Sections 3(b) and (i) below.

(i) If Executive's Employment is terminated due to death, disability or retirement (as defined in and determined under the Annual Incentive Plan), Executive will be entitled to:

(A) a payment for the most recent year ending before the date of termination of the Employment, if such payment has not yet been made as of the date of termination, and if Executive would be entitled to such payment based on attainment of Company goals as provided under the plan, if the Employment had not been terminated; and

(B) a prorated payment for the year in which Executive's employment terminates, computed by determining (at the time provided by the plan) any payment to which Executive would be entitled for that year based on attainment of Company goals as provided under the plan if the Employment had not terminated, and multiplying that amount by a fraction, the numerator of which is the number of full and partial months in that year through the date of termination of the Employment and the denominator of which is 12.

(ii) If Executive's Employment is terminated for any other reason, no further payments under the Annual Incentive Plan will be made after the termination of Executive's Employment.

(i) any final payments under the Long-Term Incentive Plan, to be determined exclusively under the terms of the Long-Term Incentive Plan, subject to the target percentage of salary provisions of Sections 3(c).

All payments under (a), (f), (g), (h) and (i) will be made not later than the fifteenth day of the third month following the end of the calendar year in which termination of the Executive's Employment occurs, or earlier if required by applicable law. Any payment under (i) with respect to an incentive period under the Long-Term Incentive Plan will be made at the same time payments are required to be made to other participants under the Long-Term Incentive Plan.

7. **Severance Pay.** The Company will pay and provide Executive with the payments and benefit continuation provided in and subject to this Section 7 **("Severance Pay")** upon Executive's **"separation from service,"** as that term is defined by Section 409A of the Internal Revenue Code (the **"Code"),** if Executive's Employment is terminated as provided in Section 5 and Executive contemporaneously or subsequently experiences a separation from service.

(a) **Amount and Duration of Severance Pay.** Subject to the other provisions of this Section 7, Severance Pay will consist of continuation of the following for twenty- four months after the date of Executive's separation from service or until such earlier date on which Severance Pay ceases pursuant to Section 7(b)(ii) or 7(d) **("Severance Pay Period"):**

(i) **Salary Continuation.** Continuation of Executive's salary under Section 3(a).

(ii) **Annual Incentive Plan.** Continuation of Executive's participation in the Annual Incentive Plan under Section 3(b), with any payments to be determined under the terms of the plan based on attainment of Company goals as provided in the plan, and except as provided in Section 7(c).

(iii) **Long-Term Incentive Plan.** Continuation of Executive's part1c1pation in the Long-Term Incentive Plan under Section 3(c), with any payments to be determined under the terms of the plan based on attainment of Company goals as provided in the plan, and except as provided in Section 7(c). Except as provided in Section 7(c), Executive will be paid prorated payments for each incentive period in effect but not completed as of the date on which the Severance Pay Period ends, computed by determining (at the time provided by the plan as of the end of the applicable incentive period even though such date is after the end of the Severance Pay Period) any payment for each such incentive period to which Executive would have been entitled based on attainment of Company goals as provided in the plan if the Employment had not terminated, and multiplying each such amount by a fraction, the numerator of which is the number of full and partial months in that incentive period through the date on which the Severance Pay Period ends and the denominator of which is the total number of months in that incentive period.

(iv) **Health and Dental Coverage.** Continuation of coverage for Executive and Executive's eligible dependents under the Company's health and dental plans subject to Executive's payment of the normal employee contribution as in effect from time to time during the Severance Pay Period, but not greater than the employee contribution in effect immediately prior to the termination of Executive's Employment, or, if the plan or a plan insurer does not allow such continued coverage or such continued coverage is determined by the Company to potentially have a material negative tax impact on the Company or Executive: the Company will pay Executive a monthly payment for each month remaining in the Severance Pay Period equal to the Company's monthly contribution towards Executive's then current employee and dependent health, prescription drug and dental coverage elections, payable in equal installments over the remainder of the Severance Pay Period pursuant to the Company's normal payroll process, subject to required payroll withholding. If Executive is not enrolled in the Company's health, prescription drug and

dental plans, then the monthly contribution will be based on the Company's contribution towards family coverage for such plans determined at the time Employment terminates. Although the right to payment under this paragraph is based on the Company's health, prescription drug and dental plan at the time employment terminates and is intended to fund payment for such coverage, the payment is not required to be used for such coverage and Executive may use the payment for any purpose;

(v) **Stockholder Director Perquisite Account.** Notwithstanding the otherwise applicable Severance Pay Period, payment of the Stockholder Director Perquisite Account shall continue for a maximum of 12 months after termination of Executive's Employment, after which the Stockholder Director Perquisite Account will terminate. The 12-months payment will be computed and made as follows.

(A) Executive will receive any remaining balance of the Stockholder Director Perquisite Account for the year in which the Executive's Employment terminates, after deduction of personal assistant costs incurred during that year as provided in Section 3(f), to be paid to the Executive not later than the 5th day of the third month after the end of the year; and

(B) Executive will receive a prorated portion of the Stockholder Director Perquisite Account for the year following that in which the Employment terminates, computed by first multiplying the full payment by a fraction, the numerator of which is 12 minus the number of months in the year in which the Employment terminates after the month in which the Employment terminates and the denominator of which is 12, and then reducing this prorated amount by personal assistant costs incurred during the proration period as provided in Section 3(f), to be paid to Executive as soon as administratively feasible after the end of the proration period but no later than December 31st of the year in which the proration period ends.

(vi) **Car Allowance.** Continuation of Executive's car allowance under Section 3(g).

(b) **Reduction of Severance Pay.**

(i) Each salary continuation payment for a Company payroll period under Section 7(a)(i) will be reduced on a dollar-for-dollar basis by any payments that Executive receives during such payroll period pursuant to (i) the Company's bona fide group long-term disability insurance policy that covers a substantial number of employees, (ii) the Company's workers' compensation insurance policy, and (iii) any benefit payments that Executive receives under any individual disability policy maintained by either Executive personally or by the Company on Executive's behalf (currently such policies are Lloyd's Personal Disability Income Insurance Certificate Number 1260651 and Metlife Personal Disability Insurance Policy Number _____). The reduction may not affect the time of payment of the Salary Continuation payments (other than the forfeiture due to the reduction).

(ii) If Executive dies during the Severance Pay Period, the Severance Pay Period will continue, including health and dental plan participation for eligible dependents, or health and dental COBRA premium reimbursement payments, as provided under Section 7(a)(iv), until the end of the Severance Pay Period unless otherwise terminated under Section 7(a)(iv). Any cash Severance Pay payable upon Executive's death under this Agreement will be made to any beneficiary designated in writing by Executive or, if none, to Executive's estate.

(c) **Payment Terms.** Salary continuation payments under Section 7(a)(i) will be made on the Company's normal pay date for each payment. Payments relating to participation in the Annual Incentive Plan and Long-Tenn Incentive Plan under Sections 7(a)(ii) and 7(a)(iii) will be made no later than the fifteenth day of the third month following the end of the calendar year in which the applicable annual or long-term incentive period ends. In any event, no payments of

Severance Pay will be made until the Company's first regular pay date that occurs on or after 60 days after the date of termination of the Executive's Employment. Any Severance Pay to which Executive would otherwise have been entitled during those 60 days will be accumulated and paid on the Company's first regular pay date on or after 60 days after termination of the Employment if Executive has signed the release provided for in Section 7(d)(ii) and continued to honor the release. All Severance Pay under Section 7 that would otherwise be paid more than 60 days after termination of the Employment will be made as provided in Section 7. Notwithstanding any other provision of this Agreement, any portion of the salary continuation under Section 7(a)(i) that exceeds an amount equal to two times the limit under Code Section 40l(a)() 7) as of the termination of Executive's Employment will be paid in one Jump-sum payment within two and one-half months following the end of the year in which Executive's termination of Employment occurs.

Except as provided in Section 7(a)(iv) with respect to health and dental COBRA premium reimbursements, Executive will receive the payments called for by this Section 7 notwithstanding any other earnings that Executive may have.

After the end of the Severance Pay Period:

(i) Executive or Executive's beneficiary or estate will receive any remaining payment due under Section 7(a)(i) (final salary continuation installment) and Section 7(a)(iv) (final health and dental installment) on the pay date for the next regularly scheduled payroll period; and

(ii) if Executive and/or Executive's eligible dependents have continued to participate in the Company's health and dental plans under Section 7(a)(iv), timely submitted benefits claims for health and dental benefits covered by those plans and incurred on or before the date on which the Severance Pay Period ends (or, if coverage of dependents continues under Section 7(b)(ii), before the end of the Agreement Term) will be paid; and

(iii) Unless the Severance Pay Period ends under Section 7(d) Executive or Executive's beneficiary or estate will receive:

(A) any payment due under Section 7(a)(v) (final Stockholder Director Perquisite Account payment) that has not been made by the end of the Severance Pay Period will be paid as provided in Section 7(a)(v); and, Executive will receive a final payment under 7(a)(vi) consisting of a full monthly car allowance payment for any final partial month at the end of the Severance Pay Period, to be paid as provided in Section 3(g), and

(B) final Annual Incentive Plan payments under Section 6(i)(i), and final Long-Term Incentive Plan payments under Section 6(j)(i), as though Executive's Employment had terminated at the end of the Severance Pay Period, except that if the Executive's Employment terminates due to Disability under Section 5(b), payments under Section 6G)(i) (final Long-Term Incentive Plan payments) will be made as provided in Section 6G)(i) upon termination of the Executive's Employment, rather than at the end of the Severance Pay Period.

(d) **Conditions to Severance Pay.** To be eligible for Severance Pay, Executive must meet the following conditions: (i) Executive must comply with Executive's obligations under this Agreement that continue after termination of the Employment, and Executive's obligations under Sections 2.3, 2.4, and 2.5 of the Stockholders Agreement; (ii) Executive must sign a Company-prepared release of claims by a date designated by the Company (which will be not less than 21 days nor more than 45 days after Executive's Employment is terminated and Executive is given the release document) waiving and releasing any and all past or future claims or rights that Executive might otherwise have against the Company, any Company Affiliate, or any of the officers, directors, employees or agents of the Company or any Affiliate, and arising out of or relating to Executive's Employment by the Company or any Affiliate or the termination of such Employment, provided that the release will not waive Executive's right to any payments due under this Section 7 or Section 6, nor will the release waive any right of Executive to liability insurance coverage under any liability or directors' and officers' liability insurance policy or any indemnification rights that Executive may otherwise have; (iii) Executive must resign upon written request by Company from all positions with or representing the Company or any Affiliate, including but not limited to membership on boards of directors; provided, however, that Executive will retain any rights Executive may have under the Stockholders Agreement to name or serve as a member of

the Company's Board; and (iv) Executive must, upon request by the Board, provide the Company for a period of 90 days after the date on which the Employment terminates with consulting services regarding matters within the scope of Executive's former duties. Executive will only be required to provide those services by telephone or e-mail at Executive's reasonable convenience and without substantial interference with Executive's other activities or commitments.

8. **Ideas, Concepts, Inventions and Other Intellectual Property.** All business ideas and concepts and all inventions, improvements, developments and other intellectual property made or conceived by Executive, either solely or in collaboration with others, during the term of the Executive's Employment by the Company or an Affiliate, whether or not during working hours, and relating to the business or any aspect of the business of the Company or any Affiliate or to any business or product the Company or any Affiliate is actively planning to enter or develop, will become and remain the exclusive property of the Company and the Company's successors and assigns. Executive will disclose promptly in writing to the Company all such inventions, improvements, developments and other intellectual property, and will cooperate in confirming, protecting, and obtaining legal protection of the Company's ownership rights. Executive's commitments in this Section will continue in effect after termination of the Employment as to ideas, concepts, inventions, improvements and developments and other intellectual property made or conceived in whole or in part before the date the Executive's Employment with the Company terminates. The parties agree that any breach of Executive's covenants in this Section would cause the Company irreparable harm and that injunctive relief would be appropriate.

Executive represents and warrants that there are no ideas, concepts, inventions, improvements, developments or other intellectual property that Executive invented or conceived before becoming employed by the Company to which Executive, or any assignee of Executive, now claims title, and that would be covered by this Section if made or conceived by Employee during the term of Executive's Employment by the Company or any Affiliate.

9. **Restrictive Covenants.**

(a) **Non-Competition.** Executive shall not, 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, (i) during the Employment and until the later of (A) 12 months after the date of termination of Executive's Employment, or (B) the end of the Severance Pay Period, if Executive becomes entitled to Severance Pay under Section 7 (the **"Restricted Period"),** engage or participate in the Restricted Business anywhere in the world, or (ii) without the written consent of the Board, use the Company's or any of its Subsidiaries' financial resources, management, employees, business names or other intellectual property, other than in furtherance of the business of the Company and its Subsidiaries. **"Restricted Business"** means (i) the vehicle, boat, and collectible insurance business and ancillary businesses relating to the preservation, safety, and enjoyment of vehicles, boats, and collectibles, and (ii) any other business in which the Company and its Subsidiaries are engaged during the applicable Restricted Period.

(b) **Non-Solicitation.** During the Restricted Period, Executive will not solicit or suggest, or provide assistance to anyone else in seeking to solicit or suggest, that any customer, vendor, employee, or other person or organization having or contemplating a relationship with the Company or any Affiliate terminate, reduce, or not initiate their relationship or contemplated relationship with the Company or such Affiliate, or enter into any similar relationship with anyone else instead of the Company or the Affiliate. The time periods for the covenants in this Section shall be extended by the same period that Executive is in violation of any such covenant. The parties agree that any breach of Executive's commitments in this Section would cause the Company irreparable harm and that injunctive relief would be appropriate.

I0. **Confidentiality.** All non-public information concerning the business or affairs of the Company or any of its Subsidiaries, including information provided to Executive as a director or stockholder, shall forever be kept confidential by Executive and shall not be disclosed to any third party other than (a) Executive's attorneys, accountants and other professional advisors (who shall be advised of and bound by such confidentiality obligation), (b) Executive's spouse and children in connection with estate planning and their attorneys, accountants and other professional advisors who shall be advised of and bound by such confidentiality obligation, and (c) a third party

in connection with a proposed sale of Executive's shares of the Company in accordance with the Stockholders Agreement (provided, that with respect to this Section 10, Executive shall take all reasonable efforts to preserve the confidentiality of the confidential information, including requesting reliable assurance that confidential treatment will be accorded the confidential information), without the prior written consent of the Board, unless disclosure is required by applicable law; provided, however, that confidential information shall not include (x) any information which is already generally known, or which becomes generally known other than through a breach of this Section 10 or any other obligation by which Executive is bound, or (y) any information which is required to be disclosed by law or legal process. In the event that Executive, anyone in Executive's Family Group (as defined in the Stockholders Agreement) or any agent of Executive becomes legally required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any confidential information, it is agreed that, to the extent reasonably possible and legally permissible, Executive will: (i) provide the Company with prompt notice of such request(s) or requirement(s) so that the Company may seek an appropriate protective order or other appropriate remedy at the cost and expense of the Company (unless the compelled disclosure is attributable to the action or inaction of Executive) or Executive's compliance with the provisions of this Agreement, or both; and (ii) consult with the Company as to the advisability of taking legally available steps to resist or narrow such request(s). If such protective order or other remedy is not obtained, and such waiver is not granted, Executive (or anyone in Executive's Family Group or any agent of Executive, as applicable) may disclose only that portion of the confidential information which is legally required to be disclosed; provided, however, that Executive shall take all reasonable efforts to preserve the confidentiality of the confidential information (including requesting reliable assurance that confidential treatment will be accorded the confidential information).

11. **Amendment and Waiver.** No provisions of this Agreement may be amended, modified, waived or discharged unless the waiver, modification, or discharge is authorized by the Board and is agreed to in a written document signed by Executive and by an officer of the Company authorized by the Board to sign such document. No waiver by either party at any time of any breach or nonperformance of this Agreement by the other party will be deemed a waiver of any prior or subsequent breach or nonperformance.

12. **Entire Agreement.** No agreements or representations, oral or otherwise, express or implied, with respect to Executive's Employment with the Company or any of the subjects covered by this Agreement, have been made by either party that are not set forth expressly in this Agreement or the Stockholders Agreement, and this Agreement supersedes any pre-existing employment agreements and any other agreements on the subjects covered by this Agreement, except the Stockholders Agreement. Executive and the Company understand and agree that the rights, duties, and obligations of the parties under both this Agreement and the Stockholders Agreement are intended to be applied fully as provided by the terms of the respective agreement.

13. **Dispute Resolution.**

(a) **Arbitration.** The Company and Executive agree that, except as provided in Section 13(b), the sole and exclusive method for resolving any dispute between them arising out of or relating to this Agreement will be arbitration under the procedures set forth in this Section. The arbitrator will be selected pursuant to the Rules for Commercial Arbitration of the American Arbitration Association. The arbitrator will hold a hearing at which both parties may appear, with or without counsel, and present testimony, evidence and argument. Pre-hearing discovery will be allowed in the discretion of and to the extent deemed appropriate by the arbitrator, and the arbitrator will have subpoena power. The procedural rules for an arbitration hearing under this Section will be the rules of the American Arbitration Association for Commercial Arbitration hearings and any rules as the arbitrator may determine. The hearing will be completed within 90 days after the arbitrator has been selected and the arbitrator will issue a written decision within 60 days after the close of the hearing. The hearing will be held in Traverse City, Michigan. The award of the arbitrator will be final and binding and may be enforced by and certified as a judgment of the 13th Judicial Circuit Court for the State of Michigan, or any other court of competent jurisdiction. One-half of the fees and expenses of the arbitrator will be paid by the Company and one-half by Executive.

(b) Section I 3(a) will be inapplicable to a dispute arising out of or relating to Sections 8, 9, or 10 of this Agreement.

14. **Assignment.** This Agreement contemplates personal services by Executive, and Executive may not transfer or assign Executive's rights or obligations under this Agreement, except that Executive may designate beneficiaries for Severance Pay in the event of Executive's death and may designate beneficiaries for benefits as allowed by the Company's benefit programs. This Agreement may be assigned by the Company to any Subsidiary or parent entity of the Company, but the Company will remain liable for any Severance Pay due under this Agreement and not paid by any assignee (except a successor or transferee which assumes this Agreement pursuant to

Section 15). The Company is not required to assign this Agreement, but if the Agreement is assigned as provided above, Executive will be given notice and this Agreement will continue in effect.

15. **Successors; Binding Agreement.**

(a) This Agreement will not be terminated by any merger or consolidation of the Company whereby the Company is or is not the surviving or resulting entity or as a result of any transfer of all or substantially all of the assets of the Company. In the event of any such merger, consolidation, or transfer of assets, the provisions of this Agreement will be binding upon the surviving or resulting entity (the **"successor")** or the person or entity to which such assets are transferred.

(b) The Company agrees that concurrently with any merger, consolidation or transfer of assets referred to in this Section 15 it will cause any successor or transferee unconditionally to assume, by written instrument delivered to Executive (or Executive's beneficiary or estate if Executive has died), all of the obligations of the Company hereunder (including incorporation of Stockholders Agreement definitions referred to in this Agreement as those definitions are worded the day before the date of the merger, consolidation or transfer of assets . Failure of the Company to obtain such assumption prior to the effectiveness of any such merger, consolidation, or transfer of assets will be a breach of this Agreement and will entitle Executive to resign for Good Reason as defined in and subject to Section 5(c). For purposes of implementing the foregoing, the date on which any such merger, consolidation, or transfer becomes effective will be deemed the date on which Good Reason occurs. If the successor or transferee assumes this Agreement as provided above, the successor or transferee will be considered "the Company" as of the date of such assumption, and the successor or transferee, and not the Company, will be responsible for compliance with this Agreement from that date forward.

(c) This Agreement will inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

16. **Notices.** For purposes of this Agreement, all notices and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when delivered or received by facsimile transmission or 5 days after deposit in the United States mail, certified and return receipt requested, postage prepaid, addressed as follows:

If to Executive:

McKee} 0 Hagerty
141 River's Edge
Dr. Suite 200
Traverse City, Michigan 49684

If to the Company:

Hagerty Holding Corp.
141 River's Edge Dr. Suite 200
Traverse City, Michigan 49684

Attention: General Counsel

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

17. **Governing Law.** The validity, interpretation, and construction of this Agreement are to be governed by Michigan law, without regard to choice of law rules. The parties agree that any judicial action involving a dispute arising under this Agreement will be filed, heard and decided in either the 13th Judicial Circuit Court of the State of Michigan or the U.S. District Court for the Western District of Michigan. The parties agree that they will subject themselves to the personal jurisdiction and venue of either court, regardless of where Executive or the Company may be located at the time any action may be commenced. The parties agree that Grand Traverse County is a mutually convenient forum and that each of the parties conducts business in Grand Traverse County.

18. **Counterparts.** This Agreement may be signed in original or by fax in counterparts, each of which will be deemed an original, and together the counterparts will constitute one complete document.

19. **Section 409A.** The parties to this Agreement intend that the Agreement complies with Section 409A of the Code, where applicable, and this Agreement will be interpreted in a manner consistent with that intention. Notwithstanding any other provisions of this Agreement to the contrary, and solely to the extent necessary for compliance with Section 409A of the Code, if as of the date of Executive's **"separation from service"** (within the meaning of Section 409A of the Code and the applicable regulations) from the Company, (a) Executive is deemed to be a **"Specified Employee"** (within the meaning of Section 409A of the Code), and (b) the Company or any member of a controlled group including the Company is publicly traded on an established securities market or otherwise, no payment or other distribution required to be made to Executive hereunder (including any payment of cash, any transfer of property and any provision of taxable benefits) solely as a result of Executive's separation from service will be made earlier than the first day of the seventh month following the date on which the Executive separates from service with the Company, or if earlier within thirty (30) days of the Executive's date of death following the date of such separation. Payments to which Executive would otherwise have been entitled during the 6 month delay period will be accumulated and paid on the first day of the seventh month following the date of Executive's separation from service. All payments under Section 7 that would otherwise be made more than 6 months following the date of Executive's separation from service will be made as provided in Section 7. Notwithstanding the foregoing, this provision will not apply to (i) any payments on separation from service that satisfy the short-term deferral rule of Treas. Reg. §1.409A-l(b)(4), (ii) the portion of any payments on separation from service that satisfy the requirements for separation pay due to an involuntary separation from service under Treas. Reg. § I .409A-I (b)(9)(iii), and (iii) any payments that are otherwise exempt from the six month delay requirement of the Treasury Regulations under Section 409A of the Code. Notwithstanding anything to the contrary herein, a termination of Employment will not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of Employment unless such termination is also a "separation from service" within the meaning of Section 409A of the Code and, for purposes of any such provision of this Agreement, references to a "resignation," "termination," "termination of employment," or like terms will mean a separation from service. For purposes of Section 409A of the Code, each payment made under this Agreement will be designated as a **"separate payment"** within the meaning of Section 409A of the Code. Notwithstanding anything to the contrary herein, except to the extent any expense, reimbursement or in-kind benefit provided pursuant to this Agreement does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code: (x) the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive in any other calendar year, (y) the reimbursements for expenses for which Executive is entitled to be reimbursed will be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, and (z) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

20. **Section 280G.** Notwithstanding any other provisions of this Agreement, if any payments or distributions by the Company to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise **("Payments"))** (i) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code (the **"Code")** and (ii) but for this Section 20, would trigger application of the excise tax imposed by Section 4999 of the Code, or any successor Code provision (such excise tax, together with any interest and penalties, are hereinafter collectively referred to as the **"Excise Tax"),** then Executive's Payments will be payable as provided in (a) below.

(a) Executive's Payments will be payable (i) in full (with Executive paying any excise taxes due), or (ii) in such lesser amount that would result in no portion of the Payments being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive, on an after-tax basis, of the greatest amount of Payments, notwithstanding that all or some portion of such Payments may be taxable under Section 4999 of the Code.

(b) If Executive's Payments are to be reduced under Section 20(a)(ii), the Payments will be reduced in the amount necessary to eliminate the Excise Tax in the following order: (i) the payment under Section 7(a)(iv), (ii) the payment under Section 7(a)(iii), (iii) the payment under Section 7(a)(ii), and (iv) the payment under Section 7(a)(i).

(c) All determinations required to be made under this Section 20, including whether and when a reduction in the Payments is required under Section 20(a) and the amount of such reduction and the assumptions to be utilized in arriving at such determination, will be made by the public accounting firm that is retained by the Company as of the date immediately prior to the change in control (the **"Accounting Firm")** which will provide detailed supporting calculations both to the Company and Executive within fifteen (15) business days of the receipt of a request from the Company or Executive (collectively, the **"Determination").** In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity, or group effecting the change in control, Executive will appoint another nationally recognized public accounting firm to make the Determinations required hereunder (which accounting firm will then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm will be borne solely by the Company. The Determination by the Accounting Firm will be binding upon the Company and Executive; however, as a result of the uncertainty in the application of Section 4999 of the Code at the time of the Determination, it is possible that Executive will have received amounts that should not have been paid (the **"Overpayments")** or amounts were reduced that should have been paid (the **"Underpayments")** under Section 20(a). If the Accounting Firm determines, based on an Internal Revenue Service assertion that the Accounting Firm believes has a high probability of success, that an Overpayment has been made, any such Overpayment will be deemed for all purposes to be a loan to Executive made on the date that Executive received the Overpayment and Executive will repay the Overpayment to the Company on demand (but not less than ten days after Executive receives a written demand for payment from the Company) together with interest on the Overpayment at the applicable federal rate prescribed pursuant to Section 1274(d)(l)(A) of the Code (the **"Applicable Federal Rate")** from the date of Executive's receipt of the Overpayment until the date the Overpayment is repaid. If the Accounting Firm, based on controlling precedent or substantial authority, determines that an Underpayment has been made, the Company will pay Executive an amount equal to the Underpayment in a lump sum within ten days of such determination together with interest on the Underpayment at the Applicable Federal Rate from the date such amount would have been paid to Executive until the date the Underpayment is paid.

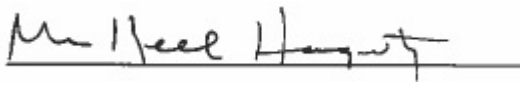
The parties have signed this Employment Agreement as of the Effective Date in Section **l.**

HAGERTY HOLDING CORP.

By: 

Its: _____

McKEEL O HAGERTY EXECUTIVE



APPENDIX A

To The Employment Agreement Effective as of January 1, 2018

The Company or Executive may terminate the Employment under Section 5(b) of the Agreement due to Executive's Disability if the Company or Executive follows the procedures and meets the standards in this Appendix A and a final and binding determination is issued under those standards and procedures.

Definition: For purposes of this Appendix A and Section 5(b) of the Agreement, the term **"Disability"** will mean a physical or mental impairment **("impairment")** due to which Executive has not been able, or will not be able, to substantially and acceptably perform Executive's duties on a full-time basis for a period of 90 or more days during any 180 calendar day period.

The determination as to whether a Disability exists will be made by a licensed medical doctor located in Michigan who is expert with respect to the impairment or impairments that may cause a Disability determination, or who has the necessary expertise in consultation with other licensed medical doctors **("Physician"),** if such Physician's determination becomes final and binding under the terms of this Appendix A.

(A) The Company may initiate a Disability determination if it reasonably concludes that Executive may be Disabled. In that case, the Company will refer Executive for evaluation by a Physician, to be selected by the Company. If the Physician initially selected by the Company determines that he or she is not qualified to be a Physician as defined above, he or she will so advise the Company and the Company may appoint a Physician who has the required expertise as the Physician. Within 60 days after the Company appoints the Physician ultimately selected by the Company, the Physician will issue a written report and determination stating either that Executive is Disabled or that Executive is not Disabled.

If the Company-appointed Physician determines that Executive is Disabled, and the Executive disagrees with that determination, Executive may, within 60 days after that determination is furnished to Executive under (F), submit a written report and determination by a Physician of Executive's choice that Executive is not Disabled. If Executive does so, subsection {C) will apply. If Executive does not do so, the Company-appointed Physician's determination will be final and binding and the Company may terminate Executive's Employment due to Disability within 60 days after the above 60-day period expires. If the Company does not terminate Executive's Employment during that period, the Company may not later terminate Executive's Employment due to Disability without again following the process in this Appendix A.

{B) If Executive initiates a Disability determination, Executive will immediately notify the Company and will be evaluated by a Physician selected by Executive. Within 60 days after commencement of the evaluation, the Physician will issue a written report and determination stating either that Executive is Disabled or that Executive is not Disabled. If that Physician determines that Executive is Disabled, and the Company disagrees with that determination, the Company may, within 60 days after that determination is furnished to the Company under (F), submit a determination by a Physician of the Company's choice that Executive is not Disabled. If the Company does so, (C) will apply. If the Company does not do so, the Executive-appointed Physician's determination will be final and binding and Executive may terminate Executive's Employment due to Disability within 60 days after the above 60-day period expires. If Executive does not so terminate the Employment, Executive may not later terminate the Employment due to Disability without again following the process in this Appendix A.

(C) If the two Physicians in (A) or (B) issue conflicting determinations, the Disability determination will be made by a third Physician, selected by mutual agreement of the two Physicians who have made determinations under (A) or (B). If the two Physicians in (A) or (B) cannot agree on a third Physician within 30 days after the report and determination by the second Physician under (A) or (B), each of them will, within 10 days after the end of that period, submit a written report stating the name and contact information for a proposed third Physician, and the reporting Physician's reasons for recommending that Physician. Within IO days after the two proposed Physicians are identified, the Company or Executive may initiate a special arbitration proceeding under Section 13 of the Agreement, in which the sole issue for decision by the arbitrator will be appointment as the third Physician of one of the two Physicians recommended by the Physicians in (A) or (B), after an arbitration hearing in which the Company, Executive and the two Physicians in (A) or (B) may testify and present other testimony or evidence deemed admissible by the arbitrator.

(D) Within 60 days after the appointment of the third Physician, the third Physician will issue a written report and determination stating either that Executive is Disabled or that Executive is not Disabled. That determination will be final and binding.

(E) Executive will cooperate fully and on a timely basis in evaluation by Physicians appointed under this Appendix A, including but not limited to examinations by the Physician or other medical professionals designated by the Physician and review of all

pertinent medical and other records. If any Physician appointed by the Company under the above process, or the third Physician appointed under (C), makes a written report and determination that he or she was unable to make a determination as to Disability within the required time period due to (i) failure of Executive to attend a scheduled appointment with the Physician or other medical professionals, (ii) failure of Executive to produce or authorize release of records deemed necessary to a determination by the Physician, or (iii) other specified lack of cooperation by Executive in the determination process, such report and determination will be deemed a determination that Executive is Disabled, or, if such Physician was appointed by the Company under (B), not Disabled, and such determination will be final and binding unless Executive, within 10 days after receiving such determination, initiates a special arbitration proceeding under Section 13 of the Agreement in which the sole issue for the arbitrator will be whether Executive did in fact fail to cooperate as described above. The determination under this subsection (E) will be suspended during the pendency of the arbitration proceeding, and confirmed if the arbitrator determines that Executive did fail to cooperate as described above, or revoked if the arbitrator determines that Executive did not fail to cooperate as described above.

(F) A Physician making a written report and determination under this Section or a report and determination under (E) will simultaneously send a copy of it, by e-mail or fax with an immediate confirmation copy by Federal Express, to Executive and to the General Counsel of the Company or another person specified in writing by the Company. The Company will pay the Federal Express charges.

(G) Physician reports and determinations under this Appendix A will include the medical and factual basis for the Physician's conclusions, including conclusions of any other medical professionals with whom the Physician consulted and the factual and medical bases for such conclusions, to an extent sufficient for another Physician with expertise in the impairment or impairments at issue to understand and evaluate the medical and factual bases for the determination. A Physician report under (E) will include the facts underlying the Physician's determination.

(H) The Company and Executive each agree to execute such consents and authorizations as a Physician reasonably deems necessary for the Physician to obtain records or information reasonably determined by the Physician to be necessary to make a determination, and will also promptly execute an advance general waiver and release acceptable to such Physician of any claims against such Physician, or against any related person or organization, that might otherwise arise out of or relate to the Physician's services under this Appendix A.

(I) If a determination becomes final and binding under this Appendix A, it will not be subject to challenge by either the Company or Executive, by arbitration under this Agreement or otherwise.

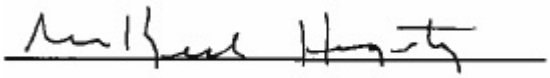
(J) By entering into this Agreement, Executive does not waive Executive's rights as an employee under the Americans With Disabilities Act, HIPAA, or any other state, federal or local statute, law or regulations relating to disability, discrimination, or privacy/ confidentiality of medical information except, as to privacy/confidentiality of medical information, as provided in records release and other authorizations furnished pursuant to this Appendix A, and any disclosure in arbitration proceeding under this Appendix A or in any judicial action relating to such a proceeding or to Executive's Employment. However, if Executive provides the release required as a condition to Severance Pay under Section 7(d)(ii), that release will include a complete waiver of all such rights to the full extent permitted by law.

HAGERTY HOLDING CORP.

By: 

Its: _____

McKEEL O HAGERTY EXECUTIVE



APPENDIX B

To The Employment Agreement Effective as of January 1, 2018

Position Description

JOB TITLE: Chief Executive Officer
REPORTS TO: The Board of Directors
FLSA STATUS: Exempt

Position Summary

The Chief Executive Officer of Hagerty supervises, oversees, and **manages** all business and general affairs of the company, subject to the control of the Board. He leads the development of the long-range vision, strategic direction and business development initiatives. In addition, the CEO is responsible for ensuring the overall operations of the business meet business plan objectives. He shall have direction of all other officers, agents and employees of the company and may assign such duties to the other officers of the company as he deems appropriate.

Key Relationships

Reports to:	The Board of Directors
Reporting Executives:	President
	Chief Financial and Administrative Officer General Counsel Senior Vice President of Human Resources Chief Information Officer Chief Marketing Officer
Other Key Relationships:	Other executives within the company
	Investors/ Family Director Carrier partners (Markel, Aviva, Hiscox) National partners (All State, Nationwide, Progressive, Farmers) Strategic hobby partners Outside advisors

Major Responsibilities

Define and communicate Hagerty's long-range vision and strategic direction:

- Formulates company strategies and policies; communicate a clear vision to the Board, senior executives and key stakeholders
- With senior management team, develops the company Mission, Vision, BHAG, Values, and Brand Promise

- Articulates and communicates brand promise to all clients, insurance industry, hobby and media

Manage relationships with key business partners:

- Serves as leader for key relationships with insurance carrier partners and national program partners to ensure achievement of growth objectives and long-range vision
- Establishes and builds relationships within the automotive industry, which include leaders of OEM (Original Equipment Manufacturers) and automotive hobby influencers (Craig Jackson, Peterson Museum)
- leverages relationships with other CEOs to build networks and gain insights for growth

Drive audience growth:

- Accelerates company growth by leveraging Hagerty's unique value propositions by creating a larger audience to attract affinity members, business partners, clients and agents
- Builds Hagerty's reputation by serving as chief company spokesman; leverages influential international recognition to build brand; directs brand and public relations strategy to maximize Hagerty's brand promise and market reputation
- Directs business development strategy
- Directs risk-sharing opportunities with insurance carrier to increase profitability

Measure and manage accountability and metrics of success:

- Fosters a performance-oriented culture of accountability where employees are motivated and rewarded for both company and individual contributions
- Translates strategy to annual and quarterly business plans including, but not limited to, the formulation of key initiatives and milestones to ensure annual business plans meet company targets of revenue growth, net promoter score, retention, loss ratio, and EBffDA
- Strategic oversight and management of Hagerty Reinsurance limited
- Ensures sales, marketing and operating infrastructures are in place to drive and support growth
- Develops specific metrics and related accountabilities; leads and manages to the specific metrics and accountabilities to drive growth
- Manages all strategic and operating aspects of Hagerty through accountabilities tied to specific financial metrics to achieve the desired short and long-term financial results
- Maintains a strong working relationship with the Board of Directors, Chairman of the Board, and key management committees

Lead measurement and monitoring of company-wide of performance

- Leads and collaborates with other executives to ensure business plans are translated to goals that provide fair and stretch targets

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- Develops and maintains behavioral standards of excellence (i.e., values, competency models, code of conduct)
- Fosters a performance-oriented culture of accountability where employees are motivated and rewarded for individual and company contributions to performance targets
- Develops and maintains an employee performance review process and annual incentive program, which includes performance measurement, feedback, coaching and rewards
- Ensures proper talent is in place, clear about its mission and held accountable for results

Culture, Leadership Development and Succession:

- Drives culture, through value statements and actions, to continue to be a great place to work; creates an environment of curiosity, fosters leadership growth, encourages mentoring and offers stretch assignments
- Ensures that the company has an effective management team supporting the CEO, including an active plan for the team's development and succession
- Ensures, in cooperation with the Board, an effective succession plan is in place for the CEO position

Exhibit 10.14

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("**Agreement**") is made by THE HAGERTY GROUP, LLC, a Delaware limited liability company ("**Company**"), and KELLY SMITH ("**Executive**"). As used in this Agreement, the term "**Affiliate**" means any entity controlling, controlled by or under common control with the Company.

1. **Effective Date and Term**. This Agreement will take effect on March 1, 2021 ("**Effective Date**"), and will remain in effect until December 31, 2025 ("**Term**") and thereafter as to those provisions that expressly state that they will remain in effect after termination of the Employment. If the parties have not negotiated a new agreement by the end of the Term, the Employment will continue on an at-will basis with no severance payment obligations.

2. **Employment**. Executive will serve as the Company's Senior Vice President and Chief Strategy Officer or such other management positions with the Company or an Affiliate as may be assigned by the Company (the "**Employment**"). Executive will perform duties consistent with those positions as assigned to Executive from time to time by the Company's Chief Executive Officer and will comply with all Company policies. The Employment will be full time and Executive's entire business time and efforts will be devoted to the Employment, except that Executive may oversee passive investments and may serve on boards of directors of non-profit organizations, and with written approval of the Company's Board of Directors may serve on boards of directors of for-profit organizations, that are not competitive with the Company or an Affiliate, provided that such activities do not impair Executive's full-time services under this Agreement or constitute a conflict of interest.

3. **Compensation**. Executive will be compensated during the Employment as follows, subject to required tax deductions and withholdings:

(a) **Salary**. Executive's salary will be $750,000 per year for calendar years 2021 and 2022 and will increase to $800,000 per year for calendar years 2023, 2024 and 2025. This annual salary will be pro-rated for any partial year, will be subject to normal payroll deductions and will be payable in accordance with the Company's normal payroll practices. The Company may review Executive's salary annually in accordance with the Company's normal procedures and may increase (but not decrease) Executive's salary to reflect the Company's determinations of Executive's performance, Company performance, business or economic conditions, or changes in Executive's duties and responsibilities.

(b) **Bonus Payments**. In lieu of participating in the Company's Annual Incentive Plan and Long Term Incentive Plan, Executive will receive the following bonus payments on or before March 15 of each year of the Term: 2021 payment - $1,186,875; 2022 payment - $1,500,000; 2023 payment - $1,600,000; 2024 payment - $1,800,000; 2025 payment - $1,800,000. Executive must be actively employed by the Company on the payment date in order to receive the bonus payment.

(c) **Retention Payments**. Executive will receive a $500,000 retention payment on September 1 of each year of the Term. Executive will receive an additional retention payment of $1,000,000 on December 31, 2024 and $1,500,000 on December 31, 2025. Executive must be actively employed by the Company on the payment date in order to receive the retention payment.

(d) **Paid Time Off**. Executive will be entitled to a minimum of 4 weeks of paid time off per year, to be administered in accordance with Company policy, which is subject to change from time to time in the Company's discretion. Paid time off will be taken at such times as are consistent with the reasonable business needs of the Company.

(e) **Benefits**. Executive will be eligible to participate in fringe benefit programs covering the Company's salaried employees as a group and in any other Company benefit programs and policies applicable under Company policy to senior executives. The terms of applicable insurance policies and benefit plans in effect from time to time will govern with regard to specific issues of coverage and benefit eligibility. All benefit programs and policies are subject to change from time to time in the Company's discretion.

(f) **Executive Perquisite Account**. Executive will receive an executive perquisite account of up to $10,000 per calendar year, to be paid monthly subject to Executive's prompt submission of proper documentation for tax and accounting purposes. Such expenses, less required deductions and withholdings, will be reimbursed within 30 days after Executive submits such documentation, but in no event later than the fifteenth day of the third month after the end of the year in which the expense is incurred.

(g) **Car Allowance**. Executive will receive an annual car allowance of $20,000 per calendar year, to be paid monthly during the year, less required deductions and withholdings.

(h) **Business Expenses**. The Company will reimburse Executive for reasonable, ordinary and necessary business expenses that are specifically authorized or are authorized by Company policy, subject to Executive's prompt submission of proper documentation for tax and accounting purposes. Such expenses will be reimbursed within 30 days after Executive submits such documentation, but in no event later than the fifteenth day of the third month after the end of the year in which the expense is incurred.

4. **Termination of Employment Without Severance Pay**. Executive will not be entitled to any further employment-related compensation, payments or benefit coverage from the Company or any Affiliate after termination of the Executive's Employment pursuant to this Section 4, except those payments specifically identified in Section 6.

(a) **Death**. The Employment will terminate automatically upon Executive's death.

(b) **Disability**. If Executive is unable to perform Executive's duties under this Agreement due to physical or mental disability for a continuous period of 180 days or longer and Executive is eligible for benefits under the Company's long-term disability insurance policy, the Company may terminate the Employment under this Section 4(b). If the Company terminates the Employment as the result of Executive's inability to perform Executive's duties for less than 180 days due to a disability, the termination of Employment will be deemed to be pursuant to Section 5(a) below.

(c) **Termination by Company for Cause**. The Company may terminate the Employment for "**Cause**," defined as Executive's: (i) breach of any provision of Sections 8, 9 or 10 of this Agreement; (ii) continued failure to perform or continued poor performance of duties after warning and reasonable opportunity to meet reasonable required performance standards; (iii) gross negligence causing or placing the Company at risk of significant damage or harm; (iv) misappropriation of or intentional damage to Company property; (v) material fraud or dishonesty; (vi) conviction of a felony; or (vii) intentional act or omission that Executive knows or should know is significantly detrimental to the interests of the Company.

If the Company becomes aware after termination of the Employment other than for Cause that Executive engaged before the termination of Employment in conduct constituting Cause, the Company may recharacterize Executive's termination as having been for Cause.

(d) **Discretionary Termination by Executive**. Executive may terminate the Employment at will with at least 30 days' advance written notice to the Company. If Executive gives such notice of termination, the Company may (but need not) relieve Executive of some or all of Executive's responsibilities for part or all of such notice period, provided that Executive's pay and benefits are continued for the lesser of 30 days or the remaining period of the Employment.

5. **Termination With Severance Pay**. Executive will not be entitled to any further employment-related compensation, payments or benefit coverage from the Company or any Affiliate after termination of Executive's Employment pursuant to this Section 5, except for payments and benefit coverage as provided in Section 6 and Severance Pay as provided in and subject to the terms of Section 7.

(a) **Discretionary Termination by Company**. The Company may terminate the Employment at will, but if the Company does so other than as provided in Section 4 above, Executive will be entitled to Severance Pay as provided in and subject to Section 7. A termination of Executive's Employment by the Company under Section 4(c) that is determined in a proceeding under Section 14 not to be for Cause will be considered to have been a termination under this Section 5(a).

(b) **Termination by Executive for Good Reason**. Executive may terminate the Employment for "**Good Reason**" if and only if the Company materially breaches the Company's obligations to Executive under this Agreement. Executive may not resign for Good Reason unless (i) Executive notifies the Company's Chief Executive Officer in writing, within 30 days after the act or omission in question, asserting that the act or omission in question constitutes Good Reason and explaining why, (ii) the Company fails, within 30 days after the notification, to take all reasonable steps to cure the breach, and (iii) Executive resigns by written notice within 30 days after expiration of the 30 day period under Section 5(b)(ii). If Executive terminates the Employment for Good Reason, Executive will be entitled to Severance Pay as provided in and subject to Section 7.

6. **Payments Upon Termination of Employment.** Executive will not be entitled to any further employment-related compensation, payments or benefit coverage from the Company or any Affiliate after termination of the Executive's Employment, except (a) unpaid salary installments through the end of the week in which the Employment terminates, (b) any vested benefits accrued before the termination of Employment under the terms of any written Company policy or benefit program, and (c) if the termination of Employment is pursuant to Section 5, Severance Pay to which Executive is entitled under Section 7.

7. **Severance Pay**. The Company will pay Executive the payments provided in and subject to this Section 7 ("**Severance Pay**") upon Executive's "**separation from service**," as that term is defined by Section 409A of the Internal Revenue Code (the "**Code**"), if Executive's Employment is terminated during the Term as provided in Section 5 and Executive contemporaneously or subsequently experiences a separation from service.

(a) **Amount and Duration of Severance Pay**. Subject to the other provisions of this Section 7, Severance Pay will consist of the continuation of Executive's then current base salary for 12 months. No Severance Pay will be paid, however, until the Company's first regular pay date that occurs on or after 60 days after the date of Executive's separation from service. Any salary continuation payments to which Executive would otherwise have been entitled during those 60 days will be accumulated and paid on the Company's first regular pay date on or after 60 days after separation from service provided Executive has signed the release provided for in Section 7(b)(ii) and continued to honor the release. All Severance Pay under Section 7 that would otherwise be paid more than 60 days after termination of the Employment will be made as provided in Section 7 on the Company's normal pay dates. Payments will be less required deductions and withholdings. If Executive dies before the end of the Severance Pay period, any unpaid Severance Pay will be forfeited.

(b) **Conditions to Severance Pay**. To be eligible for Severance Pay, Executive must meet the following conditions: (i) Executive must comply with Executive's obligations under this Agreement that continue after termination of the Employment; (ii) Executive must sign a Company-prepared release of claims by a date designated by the Company (which will be not less than 21 days nor more than 45 days after Executive's Employment is terminated and Executive is given the release document) waiving and releasing any and all claims or rights that Executive might otherwise have against the Company, any Affiliate, or any of the officers, directors, employees or agents of the Company or any Affiliate, provided that the release will not waive Executive's right to any payments due under this Section 7 or Section 6, nor will the release waive any right of Executive to liability insurance coverage under any directors' and officers' liability insurance policy or any indemnification rights that Executive may otherwise have; (iii) Executive must resign upon written request by the Company from all positions with or representing the Company or any Affiliate, including but not limited to membership on boards of directors; and (iv) Executive must, upon request by the Company, provide the Company, for a period of 90 days after termination, with consulting services (limited to no more than 8 hours per week) regarding matters within the scope of Executive's former duties. Executive will only be required to provide those services by telephone or e-mail at Executive's reasonable convenience and without substantial interference with Executive's other activities or commitments.

(c) **Disability Benefits Offset to Severance Pay**. Any Severance Pay provided under Section 7(a) will be reduced on a dollar-for-dollar basis by any payments that Executive receives pursuant to the Company's bona fide group long-term disability insurance policy and/or workers' compensation insurance policy.

8. **Loyalty and Confidentiality; Certain Property and Information**.

(a) **Loyalty and Confidentiality**. Executive will be loyal to the Company during the Employment and will forever hold in strictest confidence, and not use or disclose, any information regarding techniques, processes, developmental or experimental work, trade secrets, customer or prospect names or information, or proprietary or confidential information relating to the current or planned products, services, sales, pricing, costs, employees or business of the Company or any Affiliate, except as disclosure or use may be required in connection with Executive's work for the Company or any Affiliate or as may be compelled pursuant to court order or subpoena. Executive will also keep the terms of this Agreement confidential. Executive's commitment not to use or disclose information does not apply to information that becomes publicly known without any breach of this Agreement by Executive.

(b) **Certain Property and Information**. Upon termination of the Employment, Executive will deliver to the Company any and all property owned or leased by the Company or any Affiliate and any and all materials and information (in whatever form) relating to the business of the Company or any Affiliate, including without limitation all customer lists and information, financial information, computers, mobile and smart phones, business notes, business plans, documents, keys, credit cards and other Company-provided equipment. All Company property will be returned promptly and in good condition except for normal wear.

9. **Ideas, Concepts, Inventions and Other Intellectual Property**. All business ideas and concepts and all inventions, improvements, developments and other intellectual property made or conceived by Executive, either solely or in collaboration with others, during the term of the Executive's employment by the Company or an Affiliate, whether or not during working hours, and relating to the business or any aspect of the business of the Company or any Affiliate or to any business or product the Company or any Affiliate is actively planning to enter or develop, will become and remain the exclusive property of the Company and the Company's successors and assigns. Executive will disclose promptly in writing to the Company all such inventions, improvements, developments and other intellectual property, and will cooperate in confirming, protecting, and obtaining legal protection of the Company's ownership rights. Executive's commitments in this Section will continue in effect after termination of the Employment as to ideas, concepts, inventions, improvements and developments and other intellectual property made or conceived in whole or in part before the date the Executive's employment with the Company terminates.

Executive represents and warrants that there are no ideas, concepts, inventions, improvements, developments or other intellectual property that Executive invented or conceived before becoming employed by the Company to which Executive, or any assignee of Executive, now claims title, and that would be covered by this Section if made or conceived by Employee during the term of Executive's employment by the Company or any Affiliate.

Executive agrees not to disclose to the Company or use, or induce the Company to use, any proprietary information, trade secret or confidential business information of any other person or entity, including any previous employer of Executive. Executive also represents that all property, proprietary information, trade secret and confidential business information belonging to any prior employer has been returned. During the performance of his duties with the Company, the Company will not request or expect that Executive will disclose confidential or proprietary information acquired during prior employment. The Company further agrees that in the event Executive must decline to make such a disclosure to the Company, declining to make the disclosure will have no adverse consequence to Executive's employment with the Company.

10. **Non-Competition; Non-Solicitation**. During the Employment and for 12 months after the date of termination of Executive's Employment (24 months if Executive leaves the Employment without Good Reason or the Company terminates Executive for Cause), Executive will not:

(a) directly or indirectly engage in a Competitive Business; or

(b) be employed by, perform services for, advise or assist, own any interest in or loan or otherwise provide funds to, any other business that is engaged (or seeking Executive's services with a view to becoming engaged) in any Competitive Business; or

(c) solicit or suggest, or provide assistance to anyone else in seeking to solicit or suggest, that any customer, vendor, employee, or other person or organization having or contemplating a relationship with the Company or any Affiliate terminate, reduce, or not initiate their relationship or contemplated relationship with the Company or such Affiliate, or enter into any similar relationship with anyone else instead of the Company or the Affiliate.

"**Competitive Business**" means (a) vehicle, boat and collectible insurance business and ancillary businesses relating to the preservation, safety and enjoyment of vehicles, boats and collectibles and (b) any other business in which the Company and its Affiliates are engaged or seeking to become engaged during Executive's employment with the Company. This Section 10 does not prohibit Executive from owning not more than two percent (2%) of any class of securities of a publicly traded entity, provided that Executive does not engage in other activity prohibited by this Section 10. Executive represents and warrants that neither the Employment nor the performance of his obligations for the Company will conflict with or violate any other contract or obligations, legal or otherwise, which Executive may have.

11. **Equitable Remedies**. Executive agrees that any breach of Sections 8, 9 or 10 of this Agreement will cause irreparable damage to the Company, that such damage will be difficult to quantify and that money damages alone will not be adequate. Accordingly, Executive agrees that the Company, in addition to any other legal rights or remedies available to the Company on account of a breach or threatened breach of this Agreement, shall have the right to obtain an injunction, specific performance or other equitable relief to prevent any actual or threatened breach, and Executive waives the defense in any equitable proceeding that there is an adequate remedy at law for such breach. The time periods for the covenants in Sections 8, 9 and 10 above shall be extended by the same period that Executive is in violation of any such covenant.

12. **Amendment and Waiver**. No provisions of this Agreement may be amended, modified, waived or discharged unless the waiver, modification, or discharge is authorized by the Company's Chief Executive Officer and is agreed to in a written document signed by Executive and the Chief Executive Officer. No waiver by either party at any time of any breach or nonperformance of this Agreement by the other party will be deemed a waiver of any prior or subsequent breach or nonperformance.

13. **Entire Agreement**. No agreements or representations, oral or otherwise, express or implied, with respect to Executive's Employment with the Company or any of the subjects covered by this Agreement, have been made by the Company that are not set forth expressly in this Agreement, and this Agreement supersedes any pre-existing employment agreements (including the Employment Agreements dated April 15, 2019 and October 1, 2019) and any other agreements on the subjects covered by this Agreement.

14. **Dispute Resolution**.

(a) **Arbitration**. The Company and Executive agree that, except as provided in Section 14(b), the sole and exclusive method for resolving any dispute between them arising out of or relating to this Agreement will be arbitration under the procedures set forth in this Section. The arbitrator will be selected pursuant to the Rules for Commercial Arbitration of the American Arbitration Association. The arbitrator will hold a hearing at which both parties may appear, with or without counsel, and present testimony, evidence and argument. Pre-hearing discovery will be allowed in the discretion of and to the extent deemed appropriate by the arbitrator, and the arbitrator will have subpoena power. The procedural rules for an arbitration hearing under this Section will be the rules of the American Arbitration Association for Commercial Arbitration hearings and any rules as the arbitrator may determine. The hearing will be completed within 90 days after the arbitrator has been selected and the arbitrator will issue a written decision within 60 days after the close of the hearing. The hearing will be held in Traverse City, Michigan. The award of the arbitrator will be final and binding and may be enforced by and certified as a judgment of the 13th Judicial Circuit Court for the State of Michigan, or any other court of competent jurisdiction. One-half of the fees and expenses of the arbitrator will be paid by the Company and one-half by Executive.

(b) Section 14(a) will be inapplicable to a dispute arising out of or relating to Sections 8, 9 or 10 of this Agreement.

15. **Assignment**. This Agreement contemplates personal services by Executive, and Executive may not transfer or assign Executive's rights or obligations under this Agreement, except that Executive may designate beneficiaries for benefits as allowed by the Company's benefit programs. This Agreement may be assigned by the Company to any Affiliate or successor in interest to the Company.

16. **Notices.** For purposes of this Agreement, all notices and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when delivered or received by facsimile or email transmission or 5 days after deposit in the United States mail, certified and return receipt requested, postage prepaid, addressed as follows:

If to Executive:

Kelly Smith
2310 W. Three Lakes Drive
Meridian, ID 83646

If to the Company:

The Hagerty Group, LLC
141 River's Edge Dr.
Suite 200
Traverse City, Michigan 49684

Attention: General Counsel

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

17. **Governing Law**. The validity, interpretation, and construction of this Agreement are to be governed by Michigan law, without regard to choice of law rules. The parties agree that any judicial action involving a dispute arising under this Agreement will be filed, heard and decided in either the 13th Judicial Circuit Court of the State of Michigan or the U.S. District Court for the Western District of Michigan. The parties agree that they will subject themselves to the personal jurisdiction and venue of either court, regardless of where Executive or the Company may be located at the time any action may be commenced. The parties agree that Grand Traverse County is a mutually convenient forum and that each of the parties conducts business in Grand Traverse County.

18. **Counterparts**. This Agreement may be signed in original or by electronic counterparts, each of which will be deemed an original, and together the counterparts will constitute one complete document.

19. **Section 409A**. The parties to this Agreement intend that the Agreement be exempt from Section 409A of the Code to the fullest extent possible as providing for short-term deferrals and involuntary separation pay, and that to the extent this Agreement is not exempt from Section 409A it is intended to comply with Section 409A, where applicable, and this Agreement will be operated and interpreted in a manner consistent with those intentions.

[signature page follows]

The parties have signed this Employment Agreement as of the Effective Date in Section 1.

THE HAGERTY GROUP, LLC

/s/ McKeel Hagerty

McKeel Hagerty
Chief Executive Officer

EXECUTIVE

/s/ Kelly Smith

Kelly Smith

Exhibit 10.15

CHANGE OF CONTROL SEVERANCE AGREEMENT

THIS AGREEMENT between The Hagerty Group, Inc., a Michigan corporation, and affiliated and related entities ("Company",), and Frederick J. Turcotte ("Executive") is effective as of July 7, 2008. Capitalized terms shall have the meanings set forth in the Definitions on the attached Exhibit A.

In consideration of Executive accepting employment with the Company and other good and valuable consideration, the parties agree as follows:

1. Benefits Upon Qualified Termination Resulting From a Change of Control.

1.1 Executive shall be entitled to the following benefits upon a Qualified Termination as a result of a Change in Control:

(a) Continuation of the Executive's Base Salary for one year from the Date of a Qualified Termination, payable on a monthly basis, at the rate in effect immediately prior to the Date of Qualified Termination; and

(b) Within one year following the Date of a Qualified Termination, the Company shall pay to Executive the following in a lump sum:

(i) an amount equal to fifty percent (50%) of the "Target Bonus" under the Company's Annual Incentive Plan or any other annual incentive plan which is applicable to Executive for the fiscal year in which the Change in Control occurs. ; and

(ii) if Executive is a participant in the Executive Incentive Plan at the time of a Qualified Termination resulting from a Change in Control, all amounts earned but not yet paid for plan years prior to the year in which a Qualified Termination occurs plus fifty percent (50%) of the target amount for the plan year in which a Qualified Termination occurs.

1.2 Coordination With Certain Tax Rules.

(a) Notwithstanding any other provision of this Agreement, in the event that the Company undergoes a Change in Ownership or Control (as defined below), the Company shall not be obligated to provide to Executive a portion of any "Contingent Compensation Payments" that Executive would otherwise be entitled to receive to the extent necessary to eliminate any "excess parachute payments" (as defined in Section 280G(b)(1) of the Internal Revenue Code of 1986, as amended (the "Code")) for Executive. For purposes of this Section 1.2, the Contingent Compensation Payments so eliminated shall be referred to as the "Eliminated Payments" and the aggregate amount (determined in accordance with Proposed Treasury Regulation Section 1.280G-1, Q/A-30 or any successor provision) of the Contingent Compensation Payments so eliminated shall be referred to as the "Eliminated Amount."

(b) For purposes of this Section 1.2, the following terms shall have the following respective meanings:

(i) "Change in Ownership or Control" shall mean a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company determined in accordance with Section 280G(b)(2) of the Code.

(ii) "Contingent Compensation Payments" shall mean any payment (or benefit) in the nature of compensation that is made or made available (under this Agreement or otherwise) to a "disqualified individual" (as defined in Section 280G(c) of the Code) and that is contingent (within the meaning of Section 280G(b)(2)(A)(i) of the Code) on a Change in Ownership or Control of the Company.

(c) Any payments or other benefits otherwise due to the Executive following a Qualified Termination resulting from a Change in Ownership or Control that could be characterized (as reasonably determined by the Company) as Contingent Compensation Payments shall not be made until the determination, pursuant to this Section 1.2(c), of which Contingent Compensation Payments shall be treated as Eliminated Payments.

Within 30 days after each date on which the Executive first becomes entitled to receive (whether or not then due) a Contingent Compensation Payment relating to such Change in Ownership or Control, the Company shall determine and notify Executive (with reasonable detail regarding the basis for its determinations) (i) which of such payments and benefits constitute Contingent Compensation Payments and (ii) the Eliminated Amount. Within 30 days after delivery of such notice to Executive, Executive shall notify the Company which Contingent Compensation Payments, or portions thereof (the aggregate amount of which, determined in accordance with Proposed Treasury Regulation Section 1.280G-1, *QI*A-30 or any successor provision, shall be equal to the Eliminated Amount), shall be treated as Eliminated Payments.

In the event that Executive fails to notify the Company pursuant to the preceding sentence on or before the required date, the Contingent Compensation Payments (or portions thereof) that shall be treated as Eliminated Payments shall be determined by the Company in its absolute discretion.

(d) The provisions of this Section 1.2 are intended to apply to any and all payments or benefits available to Executive under this Agreement or any other agreement or plan of the Company under which Executive receives Contingent Compensation Payments.

2. Other Severance Payments; Withholding.

2.1 No Duty to Mitigate Damages. Executive's benefits under this Agreement shall be considered severance pay in consideration of Executive's past service and Executive's continued service from the date of this Agreement, and Executive's entitlement thereto shall neither be governed by any duty to mitigate Executive's damages by seeking further employment nor offset by any compensation which Executive may receive from future employment.

2.2 Other Severance Payments. In the event that Executive has an employment contract or any other agreement with the Company which entitles Executive to severance payments upon the termination of Executive's employment with the Company, the amount of any such severance payments shall be deducted from the payments to be made under this Agreement.

2.3 Withholding. Anything to the contrary notwithstanding, all payments required to be made by the Company hereunder to Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation.

3. Notices. All notices shall be in writing and shall be deemed given five days after mailing in the continental United States by registered or certified mail, or upon personal receipt after delivery, telex, telecopy or telegram, to the party entitled thereto at the address stated below or to such changed address as the addressee may have given by a similar notice:

To the Company:

Hagerty Insurance Agency, Inc.
141 River's Edge Dr., Suite 200
Traverse City, Michigan 49684
Attention: Timothy J. Tompkins, General Counsel

To Executive:

At Executive's home address, as last shown on the records of the Company.

4. Severability. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be enforceable in any other jurisdiction in which valid and enforceable and in any event the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

5. General Provisions.

5.1 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and be enforceable by Executive's personal legal representatives or successors. If Executive dies while any amounts would still be payable to Executive hereunder, benefits would still be provided to Executive's family hereunder or rights would still be exercisable by Executive hereunder as if Executive had continued to live. Such amounts shall be paid to Executive's estate, such benefits shall be provided to Executive's family and such rights shall remain exercisable by Executive's estate in accordance with the terms of this Agreement. This Agreement shall not otherwise be assignable by Executive.

5.2 Successors. This Agreement shall inure to and be binding upon the Company's successors, including any successor to all or substantially all of the Company's business and/or assets. The Company will require any successor to all or substantially all of the business and/or assets of the Company by sale, merger (where the Company is not the surviving corporation), lease or otherwise, by agreement in form and substance satisfactory to Executive, to assume expressly this Agreement. If the Company shall not obtain such agreement prior to the effective date of any such succession, Executive shall have all rights resulting from a Qualified Termination by Executive for good reason (as defined in paragraph (k) of Exhibit A) under this Agreement. This Agreement shall not otherwise be assignable by the Company.

5.3 Amendment or Modification; Waiver. This Agreement may not be amended unless agreed to in writing by Executive and the Company. No waiver by either party of any breach of this Agreement shall be deemed a waiver of a subsequent breach.

5.4 Titles. No provision of this Agreement is to be construed by reference to the title of any section.

5.5 Continued Employment. This Agreement shall not alter Executive's status as an at-will employee nor give Executive any right of continued employment or any right to compensation or benefits from the Company except the right specifically stated herein to certain severance and other benefits, and shall not limit the Company's right to change the terms of or to terminate Executive's employment, with or without Cause, and with or without notice, at any time.

5.6 Termination of Agreement. This Agreement shall be automatically terminated upon the termination of Executive's employment, whether voluntary or involuntary, at any time for any reason other than a Qualified Termination.

5.7 Prior Agreement. This Agreement amends and restates and shall supersede and replace any prior change of control severance agreement between the Company or any of its subsidiaries, or any predecessor, and Executive.

5.8 Governing Law and Forum. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Michigan, and any dispute arising herefrom shall be heard in State or Federal Court in Michigan.

5.9 General Release. Notwithstanding anything herein to the contrary, the payment of any compensation under this Agreement to Executive shall be subject to the execution by Executive (and failure to revoke) of a general release and hold harmless of the Company and its affiliates of any and all claims under this Agreement or related to or arising out of Executive's employment hereunder, in a form and manner satisfactory to the Company and Executive.

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

HAGERTY INSURANCE AGENCY, INC. EXECUTIVE

Name:
Title:
Date: _____,2008

Name:

Date: _____,2008

(EXECUTIVE)
1/7/08.

EXHIBIT A

Definitions

The following terms as used in this Agreement shall have the following meanings:

(a) **"Base Salary"** shall mean Executive's annual base salary, exclusive of any bonus or other benefits Executive may receive.

(b) **"Cause"** shall mean (i) dishonesty, (ii) conviction of a felony, (iii) gross neglect of duties (other than as a result of Incapacity, Disability or death), or (iv) conflict of interest; provided that for purposes of clauses (iii) or (iv) any such gross neglect or conflict shall continue for 30 days after the Company gives written notice to Executive requesting the cessation of such gross neglect or conflict, as the case may be.

(c) **"Change of Control"** shall mean the

(i) consummation of a transaction or the occurrence of any event which results in the shareholders of the Company selling more than 50% of the issued and outstanding shares of each class of voting securities or interests of Company to an unrelated third party; or

(ii) consummation of a reorganization, merger or consolidation involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless, immediately following such Business Combination, (a) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the voting securities of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, an aggregate of 50% or more of, respectively, the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities of the corporation resulting from such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, or (b) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination, or the combined voting power of the then-outstanding voting securities of such corporation.

A Change of Control shall not mean any (i) reorganization or reconstitution of any or all of the Company affiliated entities amongst the current shareholders or their family members which results in a transfer of any or all of such entities to any

other Hagerty family member members or related entity or entities; or (ii) a purchase by an entity in which Executive has any ownership interest.

(d) **"Date of Qualified Termination"** shall mean the date on which Executive's employment is terminated.

(e) **"Good Reason"** shall mean the voluntary termination by Executive of Executive's employment after the occurrence without Executive's express written consent of any of the events described below on or before the last business day of the twelfth (12^{1h}) month following a Change of Control, provided that Executive gives notice to the Company within a period not to exceed thirty (30) days of the initial existence of the condition and the situation remains unremedied thirty (30) days after such notice:

(i) material diminution of Executive's authority, duties, and responsibilities; and

(ii) material diminution in Executive's overall compensation.

(f) **"Qualified Termination"** shall mean the termination of Executive's employment within twelve (12) months of a Change of Control and as a result of such Change of Control (1) by the Company other than for Cause, or (2) by Executive for Good Reason.

Exhibit 10.16

Execution Version

THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT, dated as of October 27, 2021 (this "Amendment"), is by and among THE HAGERTY GROUP, LLC (the "Borrower"), the Lenders party to the Credit Agreement described below (collectively, the "Lenders" and individually, a "Lender"), and JPMORGAN CHASE BANK, N.A., a national banking association, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the Lenders entered into an Amended and Restated Credit Agreement, dated as of December 12, 2018 (as amended, restated, amended and restated, supplemented or modified from time to time, the "Credit Agreement").

B. The Borrower desires to amend the Credit Agreement in accordance with the terms hereof, and the Administrative Agent and the Lenders are willing to do so strictly in accordance with the terms hereof.

TERMS

In consideration of the premises and of the mutual agreements herein contained, the parties agree as follows:

ARTICLE 1.
AMENDMENTS

1.1 Upon the Third Amendment Effective Date, the parties hereto agree that the Credit Agreement (including the Exhibits or Schedules thereto) is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the amended Credit Agreement attached as Exhibit A hereto, and any term or provision of the Credit Agreement (including the Exhibits or Schedules thereto) which is different from that set forth on Exhibit A hereto shall be replaced in all respects by the terms and provisions on Exhibit A hereto.

ARTICLE 2.
REPRESENTATIONS

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

2.1 The execution, delivery and performance of this Amendment are within the Borrower's powers and have been duly authorized by all necessary limited liability company action. This Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

2.2 After giving effect to the amendments herein contained, the representations and warranties contained in Article III of the Credit Agreement and the representations and warranties contained in the other Loan Documents, which are qualified by materiality, are true in all respects and the representations and warranties therein that are not qualified by materiality are true in all material respects, on and as of the date hereof (other than such representations and warranties that refer to an earlier date, in which case such representations and warranties are true in all respects, or true in all material respects, as applicable, on and as of such earlier date).

2.3 No Default has occurred and is continuing on the date hereof.

ARTICLE 3.
CONDITIONS PRECEDENT

This Amendment shall become effective as of the date specified in the first paragraph hereof when each of the following conditions is satisfied or waived (the "Third Amendment Effective Date"):

3.1 This Amendment shall be executed by each of the Borrower, the Lenders, and the Administrative Agent.

3.2 The Subsidiary Guaranty shall be executed by each of the Guarantors and the Administrative Agent.

3.3 The Security Agreement shall be executed by each of the Loan Parties and the Administrative Agent.

3.4 The Borrower and the Guarantors shall deliver to the Administrative Agent incumbency certificates and resolutions in form reasonably satisfactory to the Administrative Agent.

3.5 Legal opinions from (a) the office of the General Counsel of the Borrower and the Guarantors and (b) Sidley Austin LLP, special counsel to the Borrower and Guarantors (with respect to enforceability, investment company act, creation of a security interest in the Collateral of the Borrower and the Guarantors and perfection of a security interest in the Collateral of the Borrower and the Guarantors whose jurisdiction of incorporation or formation is Delaware only), in each case, in form reasonably satisfactory to the Administrative Agent.

3.6 Uniform commercial code lien searches in the jurisdictions of incorporation, organization or formation, as applicable, of the Borrower and the Guarantors.

The Administrative Agent, by its execution and delivery of this Amendment, agrees that it is satisfied with each and every condition set forth in this Article 3 that requires the Administrative Agent's satisfaction.

ARTICLE 4.
MISCELLANEOUS.

4.1 References in the Credit Agreement or in any other Loan Document to the Credit Agreement shall be deemed to be references to the Credit Agreement as amended hereby and as further amended from time to time.

4.2 Except as expressly amended hereby, the Borrower acknowledges and agrees that (a) the Credit Agreement and all other Loan Documents to which it is a party are ratified and confirmed and shall remain in full force and effect, (b) it has no setoff, counterclaim, defense or other claim or dispute with respect to any Loan Document, (c) the security interests and other Liens created by the Loan Parties under the Collateral Documents continue in full force and effect after giving effect to this Amendment, and secure, in addition to other obligations described as secured thereby, all Secured Obligations, and (d) the guaranties granted by the Loan Parties under the Subsidiary Guaranty continue in full force and effect after giving effect to this Amendment, and guaranty, in addition to other obligations described as being guarantied thereby, all Secured Obligations.

4.3 This Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Amendment shall not be deemed to have otherwise prejudiced any present or future right or rights which the Lenders now have or may have under the Credit Agreement or in any other Loan Document and, in addition, shall not entitle the Borrower to a waiver, amendment, modification or other change to, of or in respect of any provision of Credit Agreement or in any other Loan Document in the future in similar or dissimilar circumstances. This Amendment may be signed upon any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument, and signatures sent by facsimile or other electronic imaging shall be effective as originals. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement, as amended hereby. This Amendment is a Loan Document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties signing this Amendment have caused this Amendment to be executed and delivered as of the day and year first above written.

THE HAGERTY GROUP, LLC

By /s/ Frederick J. Turcotte

Name: Frederick J. Turcotte
Title: Chief Financial Officer

Signature Page to
Hagerty Third Amendment to Amended and Restated Credit Agreement

JPMORGAN CHASE BANK, N.A., as a Lender and as Administrative Agent

By /s/ Nathan Wright

Name: Nathan Wright
Title: Authorized Officer

Signature Page to
Hagerty Third Amendment to Amended and Restated Credit Agreement

KEYBANK NATIONAL ASSOCIATION

By /s/ Scott Klingbeil

Name: Scott Klingbeil
Title: Vice President

Signature Page to
Hagerty Third Amendment to Amended and Restated Credit Agreement

CITIZENS BANK N.A.

By /s/ Donald A. Wright

Name: Donald A. Wright
Title: SVP

Execution Version

Exhibit A - The Hagerty Group, LLC Third Amendment

AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

December 12, 2018

among

THE HAGERTY GROUP, LLC,

The Lenders Party Hereto

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, Sole Bookrunner and Sole Lead Arranger

TABLE OF CONTENTS

SCHEDULES:

EXHIBITS:

AMENDED AND RESTATED CREDIT AGREEMENT, dated as of December 12, 2018 (this "Agreement"), among THE HAGERTY GROUP, LLC, a Delaware limited liability company, the Lenders party hereto, and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

RECITALS

A. The Hagerty Group, LLC, Hagerty Holding Corp., the lenders party thereto, and JPMorgan Chase Bank, N.A. entered into that certain Credit Agreement dated as of July 30, 2010 (as amended from time to time, the "Existing Credit Agreement").

B. The Hagerty Group, LLC, Hagerty Holding Corp., the lenders party thereto, and JPMorgan Chase Bank, N.A. wish to remove Hagerty Holding Corp. as a borrower under the Existing Credit Agreement and have The Hagerty Group, LLC as the sole borrower (with Hagerty Holding Corp. being removed as a party to this Agreement), and the parties hereto, and Hagerty Holding Corp. by separate agreement, wish to amend and restate the Existing Credit Agreement in its entirety as set forth herein.

In consideration of the mutual agreements, provisions and covenants contained herein, the parties hereto (and Hagerty Holding Corp. by separate agreement) agree, subject to the fulfillment of the conditions precedent set forth in this Agreement, that the Existing Credit Agreement hereby is amended and restated in its entirety as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, is bearing interest at a rate determined by reference to the Alternate Base Rate.

"Acquisition" means any transaction, or any series of related transactions, consummated on or after the date of this Agreement, by which the Borrower or any of its Subsidiaries (i) acquires all or substantially all of the assets of any Person or all or substantially all of the assets of a division, line of business or branch of such Person, whether through purchase of assets, merger or otherwise or (ii) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the Equity Interests of a Person (including with respect to an Investment in a Subsidiary or joint venture that serves to increase the Borrower's or its Subsidiaries' respective ownership of Equity Interests therein).

"Adjusted LIBO Rate" means, with respect to any Term Benchmark Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" means JPMCB, in its capacity as administrative agent for the Lenders hereunder.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the specified Person.

"Agent-Related Person" has the meaning assigned to such term in Section 9.03(d).

"Aggregate Commitments" means, at any time, the Commitments of all the Lenders in effect as of such time.

"Aggregate Credit Exposure" means, at any time, the aggregate Credit Exposure of all the Lenders at such time.

"Aldel Financial" means Aldel Financial Inc., a Delaware corporation

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1%, and (c) the Adjusted LIBO Rate for a one-month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.13 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.13(c)), then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

"Annual Permitted Distribution Amount" means (a) with respect to Fiscal Year ending December 31, 2020, $4,000,000 and (b) with respect to each Fiscal Year thereafter, an amount equal to the Annual Permitted Distribution Amount with respect to the immediately preceding Fiscal Year multiplied by an amount equal to one plus an amount expressed as a decimal, equal to the percentage increase, if any, of the Consumer Price Index with respect to such immediately preceding year, determined in a manner reasonably acceptable to the Administrative Agent.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Applicable Margin" means, for any day, with respect to any ABR Loan or Term Benchmark Loan or with respect to the commitment fees payable under Section 2.11(a) or Letter of Credit fees payable under Section 2.11(b), as the case may be, the Applicable Margin per annum set forth below under the caption "Applicable Margin – ABR Loans", "Applicable Margin – Adjusted LIBO Rate Loans and Letters of Credit" or "Commitment Fee Rate", as the case may be, based upon the Leverage Ratio as of the most recent determination date:

Level	Leverage Ratio	Applicable Margin - Adjusted LIBO Rate Loans and Letters of Credit	Commitment Fee Rate	Applicable Margin - ABR Loans
I	≥ 3.00	200 bps	25 bps	100 bps
II	≥ 2.00 but < 3.00	175 bps	25 bps	75 bps
III	< 2.00	150 bps	25 bps	50 bps

The Applicable Margin shall be determined in accordance with the foregoing table based on the Leverage Ratio as determined in the then most recent quarterly financial statements for the first three Fiscal Quarters of each Fiscal Year and the audited year-end financial statements for the last Fiscal Quarter (in each case calculated on a trailing four quarter basis) of the Borrower. Adjustments, if any, to the Applicable Margin shall be effective five Business Days after the Administrative Agent is scheduled to receive the applicable financials under Section 5.01(a) or (b) and Compliance Certificate under Section 5.01(c). Notwithstanding anything herein to the contrary, (a) the Applicable Margin may be set at Level I at the option of the Administrative Agent or at the request of the Required Lenders if an Event of Default exists and (b) the Applicable Margin shall be set at Level III as of the Third Amendment Effective Date and the Applicable Margin shall be adjusted for the first time based on the financial statements for the Fiscal Quarter ending September 30, 2021.

If at any time the Administrative Agent determines that the financial statements upon which the Applicable Margin was determined were incorrect (whether based on a restatement, fraud or otherwise), or any ratio or compliance information in a compliance certificate or other certification was incorrectly calculated, relied on incorrect information or was otherwise not accurate, true or correct, (i) if the proper calculation of the Leverage Ratio would have resulted in higher pricing for such period, then the Borrower shall be required to retroactively pay any additional amount that the Borrower would have been required to pay if such financial statements, compliance certificate or other information had been accurate and/or computed correctly at the time they were delivered and (ii) if the proper calculation of the Leverage Ratio would have resulted in lower pricing for such period, then neither the Administrative Agent nor any Lender shall have any obligation to return any additional amounts previously received to the Borrowers; provided that if, as a result of any restatement or other event a proper calculation of the Leverage Ratio would have resulted in higher pricing for one or more periods and lower pricing for one or more other periods (due to the shifting of income or expenses from one period to another period or any similar reason), then the amount payable by the Borrower pursuant to clause (i) above shall be based upon the excess, if any, of such amounts that should have been paid for all applicable periods over such amounts actually paid for all such periods.

"Applicable Parties" has the meaning assigned to such term in Section 8.03(c).

"Applicable Percentage" means, with respect to any Lender, with respect to Revolving Loans, LC Exposure or Swingline Loans, a percentage equal to a fraction the numerator of which is such Lender's Commitment and the denominator of which is the aggregate Commitment of all Lenders (if the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon such Lender's share of the aggregate Revolving Exposures at that time); provided that, in accordance with Section 2.19, so long as any Lender shall be a Defaulting Lender, such Defaulting Lender's Commitment shall be disregarded in the calculations above.

"Approved Electronic Platform" has the meaning assigned to such term in Section 8.03(a).

"Approved Fund" has the meaning assigned to such term in Section 9.04.

"Arranger" means JPMCB, in its capacity as sole bookrunner and sole lead arranger hereunder.

"Assignment and Assumption" means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent in consultation with the Borrower.

"Available Commitment" means, at any time, an amount equal to the Commitment then in effect *minus* the Revolving Exposure of all Lenders at such time (calculated, with respect to any Defaulting Lender, as if such Defaulting Lender had funded its Applicable Percentage of all outstanding Borrowings); it being understood and agreed that any Lender's Swingline Exposure shall not be deemed to be a component of the Revolving Exposure for purposes of calculating the commitment fee under Section 2.11(a).

"Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Revolving Credit Maturity Date or the date that the Commitments are terminated pursuant to the terms hereof.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (g) of Section 2.13.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Banking Services" means each and any of the following bank services provided to the Borrower or any Subsidiary: (a) credit cards for commercial customers (including, without limitation, "commercial credit cards" and purchasing cards), (b) stored value cards, (c) merchant processing services, and (d) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

"Banking Services Obligations" means any and all obligations of the Borrower or any Subsidiary with respect to any Banking Services provided by any Lender or any of its Affiliates, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.) and the regulations issued from time to time thereunder.

"Bankruptcy Event" means, with respect to any Person, when such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business, appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, or has had any order for relief in such proceeding entered in respect thereof, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the U.S. or from the enforcement of judgments or writs of attachment on its assets or permits such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Benchmark" means, initially, LIBO Rate; provided that if a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, an Other Benchmark Rate Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to LIBO Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (c) or clause (d) of Section 2.13.

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; provided that, in the case of an Other Benchmark Rate Election, "Benchmark Replacement" shall mean the alternative set forth in (3) below:

(1) the sum of (a) Term SOFR and (b) the related Benchmark Replacement Adjustment;

(2) the sum of (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;

(3) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment;

provided that, in the case of clause (1), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; provided further that, in the case of clause (3), when such clause is used to determine the Benchmark Replacement in connection with the occurrence of an Other Benchmark Rate Election, the alternate benchmark rate selected by the Administrative Agent and the Borrower shall be the term benchmark rate that is used in lieu of a LIBOR-based rate in the relevant other dollar-denominated syndicated credit facilities; provided further that, notwithstanding anything to the contrary in this Agreement or in any other Loan Document, upon the occurrence of a Term SOFR Transition Event, and the delivery of a Term SOFR Notice, on the applicable Benchmark Replacement Date the "Benchmark Replacement" shall revert to and shall be deemed to be the sum of (a) Term SOFR and (b) the related Benchmark Replacement Adjustment, as set forth in clause (1) of this definition (subject to the first proviso above).

If the Benchmark Replacement as determined pursuant to clause (1), (2) or (3) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(1) for purposes of clauses (1) and (2) of the definition of "Benchmark Replacement," the first alternative set forth in the order below that can be determined by the Administrative Agent:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor;

(b) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(2) for purposes of clause (3) of the definition of "Benchmark Replacement," the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities;

provided that, in the case of clause (1) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Administrative Agent in its reasonable discretion.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date;

(3) in the case of a Term SOFR Transition Event, the date that is thirty (30) days after the date a Term SOFR Notice is provided to the Lenders and the Borrower pursuant to Section 2.13(d); or

(4) in the case of an Early Opt-in Election or an Other Benchmark Rate Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election or Other Benchmark Rate Election, as applicable, is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election or Other Benchmark Rate Election, as applicable, is provided to the Lenders, written notice of objection to such Early Opt-in Election or Other Benchmark Rate Election, as applicable, from Lenders comprising the Required Lenders.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.13 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.13.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets

include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Board of Directors" means: (1) with respect to a corporation, the board of directors of the corporation or such directors or committee serving a similar function; (2) with respect to a limited liability company, the board of managers of the company or such managers or committee serving a similar function; (3) with respect to a partnership, the Board of Directors of the general partner of the partnership; and (4) with respect to any other Person, the managers, directors, trustees, board or committee of such Person or its owners serving a similar function.

"Borrower" means The Hagerty Group, LLC, a Delaware limited liability company.

"Borrowing" means (a) Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect and (b) a Swingline Loan.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in Detroit, Michigan, Chicago, Illinois or New York, New York are authorized or required by law to remain closed; provided that, when used in connection with a Term Benchmark Loan, the term "Business Day" shall also exclude any day on which banks are not open for general business in London.

"Capital Expenditures" means, without duplication, any expenditure or commitment to expend money for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of the Loan Parties prepared in accordance with GAAP.

"Capital Lease" means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP (for the avoidance of doubt, subject to Section 1.04), is or is required to be accounted for as a capital lease or finance lease on the balance sheet of that Person.

"Capital Lease Obligations" of any Person means, subject to Section 1.04, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital or financing leases on a balance sheet of such Person under GAAP ASC 840 or 842, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"CEA Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"CFC Holdco" means any direct or indirect Domestic Subsidiary, (a) substantially all of the assets of which consist of Equity Interests or indebtedness of one or more direct or indirect Foreign Subsidiaries or (b) that is treated as a disregarded entity for United States federal income tax purposes, that has no material assets other than Equity Interests or indebtedness of one or more direct or indirect Foreign Subsidiaries.

"Change in Control" means:

(a) at any time prior to a Qualified Public Offering, the Permitted Holders shall cease to own and control, directly or indirectly, more than 50% of the economic and voting Equity Interests of the Borrower on a fully diluted basis; or

(b) at any time after a Qualified Public Offering, any Person or "group" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act (other than (x) any employee benefit plan of such person and its subsidiaries and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan and (y) any combination of Permitted Holders) shall have, directly or indirectly, acquired beneficial ownership of voting Equity Interests of the Borrower representing more than the greater of (i) 35% of the fully diluted voting rights of voting Equity Interests of the Borrower and (ii) the percentage of the voting rights of voting Equity Interests of the Borrower held by the Permitted Holders.

(c) at any time after a Qualified Public Offering, any Person or "group" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act (other than (x) any employee benefit plan of such person and its subsidiaries and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan and (y) any combination of Permitted Holders) shall have, directly or indirectly, acquired beneficial ownership of voting Equity Interests of Aldel Financial representing more than the greater of (i) 35% of the fully diluted voting rights of voting Equity Interests of Aldel Financial and (ii) the percentage of the voting rights of voting Equity Interests of Aldel Financial held by the Permitted Holders.

Notwithstanding the foregoing, (a) the consummation of the Permitted SPAC Transaction shall not result in a Change in Control and (b) the reorganization of the ownership of the Borrower or any other equity owner of the Borrower (including the insertion of any Holdco Entity) shall not constitute a Change in Control so long as, after giving effect to such reorganization, no "Change in Control" would result based on the ultimate indirect beneficial ownership of the Borrower.

"Change in Law" means the occurrence after the date of this Agreement of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) compliance by any Lender or the Issuing Bank (or by any lending office of such Lender or by such Lender's or the Issuing Bank's holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted, issued or implemented.

"Charge" means any loss, cost, fee, charge, expense, accrual or reserve of any kind.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Swingline Loans.

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

"Collateral" means any and all present or future real or personal property owned or leased by a Person, which property is covered by the Collateral Documents and any and all other property of any Loan Party, now existing or hereafter acquired, that may at any time be, become, or be intended to be, subject to a security interest or Lien in favor of Administrative Agent, on behalf of itself and the Lenders and other Secured Parties, to secure the Secured Obligations, other than any Excluded Property.

"Collateral Documents" means, collectively, the Security Agreements, the Mortgages and all other agreements, instruments and documents executed in connection with this Agreement at any time (either before, concurrently or after the Effective Date and including whether delivered in connection with the Existing Credit Agreement or this Agreement at any time) that are intended to create or evidence Liens to secure the Secured Obligations, including, without limitation, all other security agreements, pledge agreements, mortgages, deeds of trust, pledges, collateral assignments and financing statements.

"Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum possible

aggregate amount of such Lender's Revolving Exposure hereunder, as such commitment may be (a) reduced or increased from time to time pursuant to Section 2.08(a), (b) or (e), (b) increased from time to time pursuant to Section 2.08(e), (c) reduced or increased from time to time as set forth on the Commitment Schedule and (d) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption (or other documentation or record) pursuant to which such Lender shall have assumed its Commitment, as applicable. The aggregate amount of the Lenders' Commitments as of the Third Amendment Effective Date is $230,000,000.

"Commitment Schedule" means the Schedule attached hereto and identified as such.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Communications" has the meaning assigned to such term in Section 8.03(c).

"Compliance Certificate" means a certificate of a Financial Officer of the Borrower in substantially the form of Exhibit B.

"Consolidated EBITDA" means, with respect to any period:

(a) the Consolidated Net Income for such period, plus

(b) the sum of, in each case to the extent deducted (other than in the case of clauses (b)(vii) and (b)(viii) to the extent the items set forth therein have not been deducted from Consolidated Net Income)) in the calculation of such Consolidated Net Income, but without duplication:

(i) interest expense for such period;

(ii) income tax expense (including (A) penalties and interest related to any such Tax or arising from any Tax examination, (B) pursuant to any Tax sharing arrangement or as a result of any Tax distribution and (C) in respect of repatriated funds) of such Person during such period and any distributions by the Borrower with respect to the foregoing;

(iii) depreciation expense for such period;

(iv) amortization expense for such period;

(v) any other non-cash Charges for such period (but excluding any non-cash Charge in respect of an item that was included in Consolidated Net Income in a prior period and any non-cash charge that relates to the write-down or write-off of inventory);

(vi) the amount of discretionary executive compensation paid to members of the Borrower outside the ordinary course of business in excess of an amount to be determined and acceptable to the Administrative Agent;

(vii) one-time or extraordinary, non-recurring or unusual Charges including, without limitation, in connection with (i) Permitted Acquisitions or similar Investments during such period, (ii) the consolidation or closing of any facility/location during such period, (iii) professional services and capital expense items, (iv) expenses consisting of internal software development costs that are expensed during the period but could have been capitalized under alternative accounting policies in accordance with GAAP, and (v) Public Company Costs (collectively, "Cash Non-Recurring Charges"); provided, that the aggregate amount of Cash Non-Recurring Charges added back under this clause (vii) shall not exceed (x) $25,000,000 for any period ending on or prior to December 31, 2021, and (y) fifteen percent (15.0%) of EBITDA (calculated before giving effect to such add backs) in the aggregate for any such period thereafter;

(viii) an amount equal to (A) the proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace, (B) fees, costs and expenses to the extent reimbursable by third parties pursuant to any indemnification, insurance, reimbursement or similar agreement or arrangement and (C) other

Charges reimbursable by a third party (in each case under this clause (x), whether or not received so long as such Person in good faith expects to receive the same within the next four Fiscal Quarters (it being understood that to the extent not actually received within such Fiscal Quarters, such proceeds shall be deducted in calculating Consolidated EBITDA for such Fiscal Quarters));

(ix) reasonable transaction expenses incurred in connection with the Permitted SPAC Transaction in an aggregate amount not to exceed $45,000,000 that are incurred within 120 days of the Permitted SPAC Transaction Effective Date;

(x) reasonable expenses, accruals and payments incurred in connection with Acquisitions, Investments, restricted payments, dispositions, consolidations, restructurings, recapitalizations, or issuances or amendments of indebtedness or equity permitted under the Loan Documents, whether or not consummated,

(xi) reasonable expenses and fees paid to Administrative Agent and the Lenders in connection with the administration of the Loan Documents (including any amendment, restatement, amendment and restatement, supplement or modification thereto or waiver or consent thereunder) and similar fees and expenses paid under the definitive documentation for other Indebtedness permitted hereunder,

(xii) losses from dispositions outside the ordinary course; and

(xiii) expenses during such period in connection with earnouts and other deferred payments in connection with any Permitted Acquisition or other Investments permitted hereunder, to the extent required to be included in the calculation of Consolidated Net Income in accordance with GAAP as an accounting adjustment to the extent that the actual amount payable or paid in respect of such earnout or other deferred payment exceeds the liability booked by the applicable Person therefor; minus

(c) the sum of, to the extent included in Consolidated Net Income and without duplication:

(i) non-cash income or non-cash gains realized other than in the ordinary course of business;

(ii) the income of any Subsidiary (other than a Guarantor) to the extent that the declaration or payment of Restricted Payments or transfers or loans by such Subsidiary is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment, decree, statute, rule or governmental regulation applicable to such Subsidiary;

(iii) the income of any Permitted Joint Venture, except (x) to the extent of the amount of Restricted Payments actually paid in cash to the Borrower or a Guarantor by such Permitted Joint Venture or (y) the income of any Permitted Joint Venture if the Borrower owns 60% or more of the Equity Interests thereof and has granted the Administrative Agent a first priority security interest in 60% or more of the aggregate Equity Interests of such Permitted Joint Venture (each a "Qualified Permitted Joint Venture"), provided that the portion of Consolidated EBITDA calculated under this definition for any four consecutive Fiscal Quarter period that is attributable to all Qualified Permitted Joint Ventures shall be limited to the lesser of (1) 10% of such Consolidated EBITDA or (2) $10,000,000;

(iv) extraordinary, non-recurring or unusual gains; and

(v) gains from dispositions outside the ordinary course, all calculated for the Borrower and its Subsidiaries on a consolidated basis.

"Consolidated Interest Expense" means, with reference to any period, the interest expense of the Borrower and its Subsidiaries calculated on a consolidated basis for such period and paid in cash during the relevant period.

"Consolidated Net Income" means, with respect to the Borrower and its Subsidiaries on a consolidated basis for any period, the consolidated net income (or loss) of the Borrower and its Subsidiaries for such period, excluding:

(a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with the Borrower or any Subsidiary;

(b) the income (or deficit) of any Person (other than a Subsidiary) in which the Borrower or any Subsidiary has an ownership interest, except to the extent that any such income is actually received by the Borrower in the form of dividends or similar distributions;

(c) the undistributed earnings of any Subsidiary (other than a Loan Party), to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any contractual obligation (other than under any Loan Document) or Requirement of Law applicable to such Subsidiary;

(d) net gains or losses in respect of any hedge arrangements and/or derivative instrument;

(e) unrealized or realized net foreign currency translation or transaction gains or losses impacting net income (including, without limitation, currency re-measurements of indebtedness or other balance sheet items, any gains or losses from hedging agreements for currency exchange risk associated with the foregoing or any other currency related risk and any gain or loss resulting from revaluation of intercompany balances (including indebtedness and other balance sheet items) and any net gains or losses from hedge agreements for currency exchange risk associated with the above or any other currency-related risk); and

(f) (i) effects of adjustments (including, without limitation, the effects of such adjustments pushed down to such Person and its Subsidiaries) in the Borrower's consolidated financial statements pursuant to resulting from the application of acquisition method, purchase and/or recapitalization accounting in relation to the Permitted SPAC Transaction, any consummated Permitted Acquisition or similar transaction or recapitalization accounting or the amortization or write-off of any amounts thereof including adjustments in component amounts required or permitted by GAAP (including, without limitation, in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue, advanced billing and debt line items thereof) and (ii) the cumulative effect of a change in accounting principles (effected by way of either a cumulative adjustment or retroactive application) and/or any change resulting from the adoption of modification of accounting principles and/or policies in accordance with GAAP.

"Consolidated Senior Indebtedness" means at any time (a) the Indebtedness of the type described in clauses (a), (b), (f), (g) (solely to the extent not reimbursed within three (3) Business Days of any drawing or funding thereunder), (h) and (l) of the definition of Indebtedness, less (b) Subordinated Debt, all calculated for the Borrower and its Subsidiaries on a consolidated basis.

"Consumer Price Index" means the consumer price index with respect to all urban consumers within U.S. cities for all items but without seasonal adjustment, as determined and publicized by the Bureau of Labor Statistics of the United States Department of Labor (with such consumer price index bearing the label "CPI-U, US City Average, All Items: NSA" as of the First Amendment Effective Date).

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R.§ 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R.§ 382.2(b).

"Covered Party" has the meaning assigned to such term in Section 9.19.

"Credit Exposure" means, as to any Lender at any time, such Lender's Revolving Exposure at such time.

"Credit Party" means the Administrative Agent, the Issuing Bank, the Swingline Lender or any other Lender.

"Cure Amount" has the meaning assigned to it in Section 7.02.

"Cure Period" has the meaning assigned to it in Section 7.02.

"Cure Right" has the meaning assigned to it in Section 7.02.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"Default" means any event or condition which constitutes an Event of Default or which, upon notice, lapse of time or both would, unless cured, waived or remedied during such time, become an Event of Default.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by a Credit Party, or the Borrower, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations as of the date of certification) to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans, under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's or the Borrower's receipt of such certification in form and substance satisfactory to it and the Administrative Agent or (d)(i) has become or has a parent company that has become the subject of a Bankruptcy Event or (ii) has become the subject of a Bail-In Action.

"Disclosed Matters" means the actions, suits and proceedings and the environmental matters disclosed in Schedule 3.06.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including any sale and leaseback transaction and any issuance of Equity Interests by a Subsidiary of such Person (other than issuances of Equity Interests to the Borrower or any Subsidiary of the Borrower)), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable (other than for Qualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part (other than for Qualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), in each case, prior to the date that is ninety-one (91) days after the Revolving Credit Maturity Date in effect at the time of issuance of such Equity Interest, unless, in each case, such term, event or condition is subject to the Payment in Full

of the Obligations; provided, that the foregoing shall not apply to (i) a redemption, conversion or exchange into equity interests that do not themselves constitute Disqualified Equity Interests, (ii) any offer to redeem or repurchase required to be made in connection with a change of control, initial public offering, Disposition or similar event or (iii) compensatory equity awards to directors, managers, officers and employees in which shares are withheld (redeemed) upon vesting or exercise to pay applicable withholding taxes or, in the case of an option, the exercise price of the option.

"Disqualified Lender" means (a) Persons, including those that are reasonably determined by the Borrower to be competitors of the Borrower or its subsidiaries, which are specifically identified by the Borrower to the Administrative Agent in writing and delivered in accordance with Section 9.01 prior to the Effective Date, (b) any other Person that is reasonably determined by the Borrower to be a competitor of the Borrower or its subsidiaries and which is specifically identified in a written supplement to the list of "Disqualified Lenders", which supplement shall become effective two (2) Business Days after delivery thereof to the Administrative Agent in accordance with Section 9.01 and (c) in the case of the foregoing clauses (a) and (b), any of such entities' Affiliates to the extent such Affiliates (w) are identified in writing from time to time by the Borrower, (x) are reasonably identifiable as Affiliates of such Persons based solely on the similarity of such Affiliates' and such Persons' names, (y) are known to be an Affiliate of such Person, or (z) solely in the case of Affiliates with respect to clause (b), are not bona fide debt investment funds. It is understood and agreed that (i) any supplement to the list of Persons that are Disqualified Lenders contemplated by the foregoing clause (b) shall not apply retroactively to disqualify any Persons that have previously acquired an assignment or participation interest in the Loans (but solely with respect to such Loans), (ii) the Administrative Agent shall have no responsibility or liability to determine or monitor whether any Lender or potential Lender is a Disqualified Lender and (iii) "Disqualified Lender" shall exclude any Person that the Borrower has designated as no longer being a "Disqualified Lender" by written notice delivered to the Administrative Agent from time to time in accordance with Section 9.01.

"Dividing Person" has the meaning assigned to such term in the definition of "Division."

"Division" means the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Division Successor" means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

"dollars" or "$" refers to lawful money of the U.S.

"Domestic Subsidiary" means any Subsidiary that is not a Foreign Subsidiary.

"DQ List" has the meaning assigned to such term in Section 9.04(e)(iv).

"Early Opt-in Election" means, if the then current Benchmark is LIBO Rate, the occurrence of:

(1) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(2) the joint election by the Administrative Agent and the Borrower to trigger a fallback from LIBO Rate and the provision, as applicable, by the Administrative Agent of written notice of such election to the Borrower and the Lenders.

"ECP" means an "eligible contract participant" as defined in Section 1(a)(18) of the Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the Commodity Futures Trading Commission and/or the SEC.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means December 12, 2018.

"Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Electronic System" means any electronic system, including e-mail, e-fax, web portal access for the Borrower and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent or the Issuing Bank and any of its respective Related Parties or any other Person, providing for access to data protected by passcodes or other security system.

"Eligible Assignee" means any Person that meets the requirements to be an assignee or participant under Section 9.04(b).

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, or the management, release or threatened release of any Hazardous Material or to health and safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest, but excluding any debt securities convertible into any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or Section 4001(14) of ERISA or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) the failure to satisfy the "minimum funding standard" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the

termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Borrower of any ERISA Affiliate from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition upon the Borrower of any ERISA Affiliate of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, in critical status or in reorganization, within the meaning of Title IV of ERISA**.**

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Event of Default" has the meaning assigned to such term in Article VII.

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

"Excluded Accounts" means:

(a) deposit accounts used exclusively for payroll, payroll taxes, tax accounts, deposit accounts holding deposits that constitute permitted liens, permitted escrow and other permitted fiduciary purposes and other employee wage and benefit payments to or for the Borrower's and its subsidiaries' employees;

(b) escrow accounts in the ordinary course of business;

(c) any zero balance account;

(d) any account used exclusively for funds held by any Loan Party in connection with employee stock option plans, or in trust for any director, officer or employee of the Loan Parties pursuant to any benefit plan maintained by any Loan Party (including any 401(k) or similar plans;

(e) any account used exclusively for amounts deposited in connection with any self-insurance program;

(f) any deposit account, securities account, commodities account or other account of any Loan Party to the extent solely and exclusively used to hold any cash or Permitted Investments pledged securing Liens described in Section 6.02;

(g) any account pledged to credit card processors or providers in connection with credit card processing arrangements;

(h) any other accounts with an average end of day balance less than $1,000,000 in the aggregate at any time outstanding for all such accounts; and

(i) any other account that the Administrative Agent may agree in writing is an Excluded Account.

"Excluded Property" means:

(a) governmental licenses or state or local franchises, charters and authorizations to the extent security interest is prohibited by applicable law or would result in the termination of or an event of default under any agreement, document or instrument pursuant to any "change of control" or similar provision;

(b) pledges and security interests prohibited by applicable law (after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law), other than proceeds thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition;

(c) any lease, license, permit or agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, permit or agreement or create a right of termination in favor of any other party thereto or otherwise require consent thereunder (after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law), other than proceeds thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition;

(d) any assets to the extent a security interest in such assets could result in materially adverse tax consequences as reasonably determined by the Borrower and the Administrative Agent;

(e) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto;

(f) any property subject to a purchase money arrangement (including the acquisition, replacement, repair, maintenance, construction or improvement of any fixed or capital assets) or Capital Lease Obligation permitted to be incurred under the Agreement to the extent other Liens are prohibited;

(g) Excluded Accounts;

(h) any fee-owned real property which has a fair market value of less than $5,000,000 (as reasonably estimated by the Borrower);

(i) property the pledge or security interest in which would require governmental (including regulatory) consent, approval, licensure or authorization, unless such consent, approval, licensure or authorization has been obtained by the Loan Parties; provided, however, that it is understood and agreed that no Loan Party nor any of its subsidiaries shall be required to take any action or use any effort to obtain such consent, approval, licensure or authorization;

(j) the Equity Interests of (i) any Foreign Subsidiary or any CFC Holdco in excess of (x) sixty-five percent (65%) of the aggregate Equity Interests of such Foreign Subsidiary or CFC Holdco or (y) such greater percentage which will not result in an adverse tax consequence (as reasonably determined by Administrative Agent and Borrower) or (ii) any Permitted Joint Venture to the extent a pledge of the Equity Interests therein is not required pursuant to the definition thereof;

(k) leasehold interests in real property;

(l) Equity Interests (A) constituting Margin Stock or (B) issued by Persons that are not wholly-owned Subsidiaries of a Loan Party or Subsidiaries;

(m) tangible property located outside of the United States that was not transferred from the United States in contemplation of circumventing the obligation to provide Collateral hereunder (except to the extent a security interest can be perfected in such tangible property by filing a financing statement in the U.S.);

(n) motor vehicles, aircraft and other assets covered by certificates of title in each instance where perfection of a security interest therein requires the taking of any action beyond the filing of a UCC financing statement in the applicable jurisdiction;

(o) any commercial tort claim with a value of less than $1,000,000 individually;

(p) other assets where the cost of obtaining a security interest therein exceeds the practical benefit to the Lenders afforded thereby, in each case, as reasonably determined by the Borrower and the Administrative Agent.

Notwithstanding anything herein or the Collateral Documents to the contrary, Excluded Property shall not include any Proceeds (as defined in the UCC), substitutions or replacements of any Excluded Property (unless such Proceeds, substitutions or replacements would otherwise constitute Excluded Property referred to above). In addition, notwithstanding anything in this Agreement or the other Loan

Documents to the contrary, no Loan Party shall be required to take any action with respect to the creation or perfection of Liens (i) under the law of any jurisdiction outside of the United States with respect to any Collateral or (ii) to the extent the burden, difficulty, consequence or cost of creating or perfecting such Lien outweighs the benefit that would be afforded thereby as reasonably determined by the Administrative Agent in consultation with the Borrower (including after accounting for any adverse effects on taxes, interest deductibility, stamp duty, registration taxes and notarial costs).

"Excluded Subsidiary" means:

(a) any Subsidiary that (i) is not a wholly-owned Domestic Subsidiary of the Borrower or (ii) is a Foreign Subsidiary;

(b) any CFC Holdco and any Domestic Subsidiary of a Foreign Subsidiary or CFC Holdco unless making such entity a Loan Party would not reasonably be expected to cause a material adverse tax consequences, as determined in the reasonable discretion of the Borrower and the Administrative Agent;

(c) any Immaterial Subsidiary;

(d) any Subsidiary that is prohibited by any Requirement of Law or by any contractual obligation (with respect to any such contractual obligations, only to the extent existing on the Effective Date or the date the applicable Person becomes a direct or indirect wholly-owned Subsidiary of a Loan Party and was not entered into in contemplation of this provision) from guaranteeing the Obligations or which would require governmental (including regulatory) consent, approval, license or authorization (including under any financial assistance, corporate benefit, thin capitalization, capital maintenance, liquidity maintenance or similar legal principles) to provide a Guarantee (unless such consent, approval, license or authorization has been received; it being understood and agreed that there will be no obligation to request, seek or obtain any such consent, approval, license or authorization);

(e) any Subsidiary that is (or, if it were a Loan Party, would be) an "investment company" under the Investment Company Act of 1940, as amended;

(f) any not-for profit Subsidiary;

(g) the Reinsurance Subsidiary; and

(h) any Subsidiary where the cost or burden (including adverse tax consequences (other than de minimis tax consequences)) of granting a Guarantee of the Obligations outweighs the benefit to the Lenders, as reasonably determined by the Administrative Agent in consultation with the Borrower; provided that, notwithstanding the foregoing, the Borrower may, at its option, appoint any Person that otherwise would be an "Excluded Subsidiary" pursuant to clauses (a) through (h) above as a Subsidiary Guarantor.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an ECP at the time the Guarantee of such Guarantor or the grant of such security interest becomes or would become effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan, Letter of Credit or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan, Letter of Credit or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent

that, pursuant to Section 2.16, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan, Letter of Credit or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.16(f), and (d) any withholding Taxes imposed under FATCA.

"Existing Credit Agreement" has the meaning assigned to such term in the Recitals to this Agreement.

"FATCA" means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as shall be set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System of the U.S.

"Financial Officer" means the chief executive officer, chief financial officer, principal accounting officer, treasurer, controller or other equivalent financial officer of the Borrower.

"First Amendment" means the First Amendment to this Agreement.

"First Amendment Effective Date" means the date the First Amendment is effective.

"Fiscal Quarter" means each of the quarterly accounting periods of the Borrower, ending on March 31, June 30, September 30 and December 31 of each year.

"Fiscal Year" means each annual accounting period of the Borrower ending on December 31 of each year.

"Fixed Charge Coverage Ratio" means, the ratio, as determined as of the end of each Fiscal Quarter of the Borrower, of (a) Consolidated EBITDA *minus* Maintenance Capital Expenditures to (b) Fixed Charges, all as calculated for the most recently ended four Fiscal Quarters of the Borrower and its Subsidiaries on a consolidated basis.

"Fixed Charges" means, the sum, as determined as of the end of each Fiscal Quarter of the Borrower, without duplication, of (a) scheduled principal payments on Indebtedness (other than voluntary or mandatory prepayments of such Indebtedness or payment of such Indebtedness at the maturity thereof), including without limitation Capital Lease Obligation, (b) cash Consolidated Interest Expense, (c) any expense for taxes paid in cash, and (d) cash Restricted Payments under Section 6.06(g), (h), (i) and (k), all as calculated for the most recently ended four Fiscal Quarters of the Borrower and its Subsidiaries on a consolidated basis.

"Flood Laws" has the meaning assigned to such term in Section 8.10.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to LIBO Rate or Alternate Base Rate. As of the Third Amendment Effective Date, the Floor with respect to the LIBO Rate is zero and the Floor with respect to the Alternate Base Rate is 1.00%.

"Foreign Lender" means (a) if the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if the Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes.

"Foreign Subsidiary" means any Subsidiary that is incorporated, organized or formed under the laws of any jurisdiction other than the U.S., any State thereof or the District of Columbia.

"GAAP" means generally accepted accounting principles in the U.S.

"Governmental Authority" means the government of the U.S., any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guaranty Obligations" means, with respect to any Person, without duplication, any obligations of such Person (other than endorsements in the ordinary course of business of negotiable instruments for deposit or collection) guaranteeing or intended to guarantee any Indebtedness of any other Person in any manner, whether direct or indirect, and including without limitation any obligation, whether or not contingent, (i) to purchase any such Indebtedness or any property constituting security therefor, (ii) to advance or provide funds or other support for the payment or purchase of any such Indebtedness or to maintain working capital, solvency or other balance sheet condition of such other Person (including without limitation keep well agreements, maintenance agreements or similar agreements or arrangements) for the benefit of any holder of Indebtedness of such other Person, (iii) to lease or purchase assets, securities or services primarily for the purpose of assuring the holder of such Indebtedness against loss in respect thereof, or (iv) to otherwise assure or hold harmless the holder of such Indebtedness against loss in respect thereof. The amount of any Guaranty Obligation hereunder shall (subject to any limitations set forth therein) be deemed to be an amount equal to the outstanding principal amount (or maximum principal amount, if larger) of the Indebtedness in respect of which such Guaranty Obligation is made.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Guarantor" means the Borrower and each existing and future Subsidiary required to be a Guarantor under Section 5.09, but excluding any Excluded Subsidiary.

"Hazardous Materials" means: (a) any substance, material, or waste that is included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any Environmental Law; (b) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and (c) any substance, material, or waste that is petroleum, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

"Holdco Entity" means each direct or indirect parent (or co-parent) of the Borrower (including the Permitted SPAC).

"Holdings" means Hagerty Holding Corp., a Delaware corporation.

"Immaterial Subsidiary" means a Subsidiary of the Borrower for which (a) the assets of such Subsidiary (after giving effect to intercompany eliminations) constitute less than or equal to ten percent (10%) of the total assets of the Loan Parties on a consolidated

basis and collectively with all Immaterial Subsidiaries, less than or equal to ten percent (10%) of the total assets of the Loan Parties on a consolidated basis, and (b) the revenues of such Subsidiary (after giving effect to intercompany eliminations) account for less than or equal to ten percent (10%) of the total revenues of the Loan Parties on a consolidated basis and collectively with all Immaterial Subsidiaries, less than or equal to ten percent (10%) of the total revenues of the Loan Parties on a consolidated basis.

"Impacted Interest Period" has the meaning assigned to such term in the definition of "LIBO Rate".

"Indebtedness" of any Person means, without duplication, with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person in respect of the deferred purchase price of property or services (other than (1) trade payables, accrued expenses, accruals for payroll or similar expenses and accrued expenses of such Person's business operations (including on an intercompany basis), (2) purchase price holdbacks in respect of the portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller or to satisfy any liabilities, (3) any earnout obligation until such obligation becomes a liability on the balance sheet (excluding the footnotes thereto) of such Person in accordance with GAAP, (4) any such obligations under ERISA, (5) prepaid and deferred revenue arising in the ordinary course of business, (6) purchase price and working capital adjustments (other than earn-outs or similar deferred consideration described above in clause (3)) and (7) customer deposits and prepaid items), (d) all Indebtedness of others secured by any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, provided that if such Person has not assumed such Indebtedness, then the amount of Indebtedness of such Person shall be equal to the lesser of the amount of the Indebtedness secured by such assets and the fair market value of the assets of such Person that secure such Indebtedness as reasonably determined by the Borrower, (e) all Guarantees by such Person of Indebtedness of others, (f) all Capital Lease Obligations of such Person, (g) the maximum face amount of all standby letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed), as reduced from time to time, (h) all Disqualified Equity Interests, (i) the principal balance outstanding under any synthetic lease, tax retention operating lease, accounts receivable securitization program, off-balance sheet loan or similar off-balance sheet financing product, based on the amount that would be deemed outstanding thereunder if such transaction was structured as a secured financing on balance sheet, (j) as an account party in respect of letters of credit and similar agreements (including bank guarantees), (k) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (l) obligations under any earnout which has become a liability on the balance sheet, (m) any other Off-Balance Sheet Liability, and (n) obligations, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all Swap Agreements, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership or unincorporated joint venture in which such Person is a general partner or a joint venturer) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. For the avoidance of doubt, notwithstanding anything to the contrary set forth herein, (x) intercompany advances in the ordinary course in respect of operating costs (such as cash management obligations, royalty fees, "cost-plus" arrangements and/or transfer pricing) shall not constitute Indebtedness and (y) obligations which would otherwise constitute Indebtedness but which have been cash collateralized or amounts for the repayment thereof placed in escrow shall not constitute Indebtedness to the extent of such cash collateral or escrowed amounts.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in the foregoing clause (a), Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 9.03(c).

"Ineligible Institution" has the meaning assigned to such term in Section 9.04(b).

"Information" has the meaning assigned to such term in Section 9.12.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.07(c).

"Interest Payment Date" means (a) with respect to any ABR Loan and any Swingline Loan, the last day of each applicable calendar quarter and (b) with respect to any Term Benchmark Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months duration, each day prior to the last day of such Interest Period that occurs at intervals of three months duration after the first day of such Interest Period.

"Interest Period" means with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrower may elect; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interest Rate Charge" has the meaning assigned to such term in Section 9.15.

"Interpolated Rate" means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period and (b) the LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time; provided that, if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Investment" has the meaning assigned to such term in Section 6.04.

"IRS" means the United States Internal Revenue Service.

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

"Issuing Bank" means, individually and collectively, each of JPMCB in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.05(i). The Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"JPMCB" means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

"LC Disbursement" means a payment made by the Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"LC Collateral Account" has the meaning assigned to such term in Section 2.05(j).

"LCT Election" has the meaning specified in Section 1.08.

"LCT Test Date" has the meaning specified in Section 1.08.

"Lender Addition and Acknowledgement Agreement" means an agreement adding a Lender to this Agreement under Section 2.08(e) in form and substance satisfactory to the Administrative Agent.

"Lender Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Lender-Related Person" has the meaning assigned to such term in Section 9.03(b).

"Lenders" means the Persons listed on the Commitment Schedule and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or Section 2.08, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Letter of Credit" means any letter of credit issued pursuant to this Agreement and the term "Letter of Credit" means any one of them or each of them singularly, as the context may require.

"Leverage Ratio" means, at any time, the ratio of (a) Consolidated Senior Indebtedness at such time to (b) Consolidated EBITDA, as calculated for the four most recently ended Fiscal Quarters.

"Liabilities" means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

"LIBO Rate" means, with respect to any Term Benchmark Borrowing for any applicable Interest Period or for any ABR Borrowing, the LIBO Screen Rate at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period; provided that, if the LIBO Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period"), then the LIBO Rate shall be the Interpolated Rate, subject to Section 2.14 in the event that the Administrative Agent shall conclude that it shall not be possible to determine such Interpolated Rate (which conclusion shall be conclusive and binding absent manifest error). Notwithstanding the above, to the extent that "LIBO Rate" or "Adjusted LIBO Rate" is used in connection with an ABR Borrowing, such rate shall be determined as modified by the definition of Alternate Base Rate.

"LIBO Screen Rate" means, for any day and time, with respect to any Term Benchmark Borrowing for any Interest Period or for any ABR Borrowing, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for dollars) for a period equal in length to such Interest Period as displayed on such day and time on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion); provided that, if the LIBO Screen Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

"LIBOR" has the meaning assigned to such term in Section 1.05.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) any preference, priority or other preferential arrangement of any kind in the nature of security.

"Limited Condition Transaction" means (a) any acquisition or Investment (whether by merger, amalgamation, consolidation or other business combination or the acquisition of the Equity Interests or otherwise) by the Borrower or one or more Subsidiaries permitted pursuant to this Agreement whose consummation is not conditioned on the availability of, or on obtaining, third party financing, (b) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment, and/or (c) any declaration of dividends or

distributions, or redemptions with respect to any Equity Interest in the Borrower or any Subsidiary not prohibited by this Agreement, requiring irrevocable notice in advance thereof.

"Limited Condition Transaction Incremental Loan" has the meaning assigned to such term in Section 2.08.

"LLC Agreements" means, collectively, the operating agreement of the Borrower and all other agreements among the Borrower and/or members of the Borrower governing the business and operations of the Borrower, distributions of the Borrower to its members, allocations among its members and other similar matters with respect to the Borrower or its membership interests.

"Loan Documents" means, collectively, this Agreement, each promissory note issued pursuant to this Agreement, each Letter of Credit agreement, each Collateral Document, each Subsidiary Guaranty, Compliance Certificate, each Subordination Agreement, and each other agreement, instrument and document executed and delivered to, or in favor of, the Administrative Agent or any Lender and each other written matter whether heretofore, now or hereafter executed by or on behalf of any Loan Party and delivered to the Administrative Agent or any Lender in connection with this Agreement or the transactions contemplated hereby which, in each case, is designated as a "Loan Document". Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto.

"Loan Parties" means the Borrower and the Guarantors.

"Loans" means the loans and advances made by the Lenders pursuant to this Agreement, including Swingline Loans.

"Maintenance Capital Expenditures" means all Capital Expenditures that relate solely to replacement and refurbishment of existing fixed or capital assets of any Person but not including any Capital Expenditure (a) associated with improvements or upgrades to fixed or capital assets or (b)(i) funded with Equity Interests or the proceeds of the issuance of Equity Interests that are not Disqualified Equity Interests or (ii) funded or reimbursed by a Person other than the Borrower or its Subsidiaries (including with the proceeds of any insurance and tenant improvements).

"Markel" means Markel Corporation, a corporation incorporated under the laws of the State of Virginia.

"Market Capitalization" means an amount equal to (i) the total number of issued and outstanding shares of Equity Interests of the Borrower or any Holdco Entity on the date of the declaration of making of the relevant Restricted Payment multiplied by (ii) the arithmetic mean of the closing prices per share of such Equity Interests for the thirty (30) consecutive trading days immediately preceding the date of declaration or making of such Restricted Payment.

"Margin Stock" means margin stock within the meaning of Regulations T, U and X, as applicable.

"Master Alliance Agreement" means, collectively, the (a) Third Amended and Restated Master Alliance Agreement, dated June 20, 2019, between the Borrower and Markel and (b) Master Alliance Agreement, dated December 28, 2020, between the Borrower and State Farm Mutual Automobile Insurance Company.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, financial condition or results of operation of the Borrower and its Subsidiaries, taken as a whole, (b) the ability of the Borrower and its Subsidiaries, taken as a whole, to perform their payment obligations under any of the Loan Documents, (c) the Collateral, taken as a whole, or (d) the rights and remedies, taken as a whole, available to the Lenders under the Loan Documents.

"Material Indebtedness" means Indebtedness (other than the Secured Obligations) of any one or more of the Loan Parties in an aggregate principal amount outstanding exceeding $5,000,000. For purposes of determining Material Indebtedness, the "obligations" of the Borrower or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to

any netting agreements) that the Borrower or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time (after giving effect to netting arrangements).

"Maximum Rate" has the meaning assigned to such term in Section 9.17.

"Moody's" means Moody's Investors Service, Inc.

"Mortgage" means each mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Administrative Agent, for the benefit of the Administrative Agent and the Secured Parties, on real property owned by a Loan Party (other than Excluded Property), whether delivered in connection with the Existing Credit Agreement or this Agreement at any time.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA. "NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"NYFRB's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"Obligations" means all unpaid principal of and accrued and unpaid interest on the Loans, all LC Exposure, all accrued and unpaid fees, expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) of any of the Loan Parties to any of the Lenders, the Administrative Agent, the Issuing Bank or any Indemnitee, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred, in each case, under this Agreement or any of the other Loan Documents or in respect of any of the Loans made or reimbursement or other obligations incurred or any of the Letters of Credit or other instruments at any time evidencing any thereof.

"Other Benchmark Rate Election" means, with respect to any Loan denominated in dollars, if the then-current Benchmark is the LIBO Rate, the occurrence of:

(a) a request by the Borrower to the Administrative Agent to notify each of the other parties hereto that, at the determination of the Borrower, dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed), in lieu of a LIBOR-based rate, a term benchmark rate as a benchmark rate; and

(b) the Administrative Agent, in its sole discretion, and the Borrower jointly elect to trigger a fallback from the LIBO Rate and the provision, as applicable, by the Administrative Agent of written notice of such election to the Borrower and the Lenders.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.18).

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Term Benchmark borrowings by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB's Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Paid in Full" or "Payment in Full" means (i) the payment in full in cash of all outstanding Loans and LC Disbursements, together with accrued and unpaid interest thereon, (ii) the termination, expiration, or cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, the furnishing to the Administrative Agent of a cash deposit, or a back-up standby letter of credit reasonably satisfactory to the Administrative Agent and the Issuing Bank, in an amount equal to 105% of the LC Exposure as of the date of such payment), (iii) the payment in full in cash of the accrued and unpaid fees, (iv) the payment in full in cash of all reimbursable expenses and other Obligations (other than Obligations that are Unliquidated Obligations for which no claim has been made and other obligations expressly stated to survive such payment and termination of this Agreement), together with accrued and unpaid interest thereon (if any) and (v) the termination of all Commitments.

"Participant" has the meaning assigned to such term in Section 9.04(c).

"Participant Register" has the meaning assigned to such term in Section 9.04(c).

"Payment" has the meaning assigned to such term in Section 8.06(c).

"Payment Notice" has the meaning assigned to such term in Section 8.06(c).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Acquisition" means an Acquisition by any Loan Party or any Subsidiary in a transaction that satisfies each of the following requirements:

(a) such Acquisition is not a hostile or contested acquisition;

(b) the business acquired in connection with such Acquisition is not engaged, directly or indirectly, in any line of business other than the business in which any Loan Party or subsidiary is engaged on the Effective Date or any business activities that are reasonably similar, related, ancillary, complimentary or incidental thereto or a reasonable extension, development or expansion thereof; and

(c) subject to Section 1.08, both before and after giving effect to such Acquisition and the Loans (if any) requested to be made in connection therewith, each of the representations and warranties in the Loan Documents is true and correct in all material respects (except (i) any such representation or warranty which relates to a specified prior date and (ii) to the extent the Lenders have been notified in writing by the Loan Parties that any representation or warranty is not correct and the Lenders have explicitly waived in writing compliance with such representation or warranty) and no Default exists, will exist, or would result therefrom, and the Borrower is in compliance with the covenants set forth in Section 6.13 on a Pro Forma Basis.

(d) as soon as available, but not less than five (5) days (or such shorter period as may be agreed to by the Administrative Agent) prior to such Acquisition, the Borrower has provided the Administrative Agent (i) notice of such Acquisition and (ii) a copy of all business and financial information reasonably requested by the Administrative Agent, in each case, to the extent otherwise available to the Borrower;

(e) both before and after giving effect to such Acquisition, the Borrower was and will be able to borrow at least $5,000,000 of additional Loans;

(f) prior to the closing of any such Acquisition which has a value in excess of $10,000,000, the Borrower shall provide such pro forma financial statements and certificates and copies of the material documents being executed or delivered in connection with such Acquisition as may be reasonably requested by the Administrative Agent; and

(g) if such Acquisition is an acquisition of Equity Interests, such Acquisition will not result in any violation of Regulation U.

"Permitted Encumbrances" means:

(a) Liens imposed by law for taxes, fees, assessments or other governmental charges or levies that are (i) not required to be paid under Section 5.04 or (ii) being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, landlord's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that (i) are not overdue by more than forty-five (45) days or (ii) are being contested in compliance with Section 5.04;

(c) pledges or deposits made in the ordinary course of business (i) in connection with workers' compensation, unemployment insurance and other social security laws or regulations and (ii) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments posted with respect to the items described in clause (i) above;

(d) deposits or pledges (i) to secure the performance of bids, tenders, licenses, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business, (ii) made in lieu of, or to secure the performance of, surety, customs, reclamation or performance bonds or (iii) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments posted with respect to the items described in clauses (i) and (ii) above or described in Section 6.01(i) or 6.01(o);

(e) judgment Liens in respect of judgments and other proceedings that do not constitute an Event of Default under clause (k) of Section 7.01 and pledges or cash deposits made in lieu of, or to secure the performance of, judgment or appeal bonds in respect of such judgments and proceedings;

(f) easements, zoning restrictions, building codes, licenses, title restrictions, rights-of-way and similar encumbrances, including any restrictions, laws, ordinances, rules, regulations, orders or determinations, on real property imposed by law or incurred or granted by the Borrower or any Subsidiary in the ordinary course of business that do not secure any material monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any Subsidiary in any material respect;

(g) minor imperfections in title that do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of Borrower or any Subsidiary in any material respect;

(h) Liens in favor of collecting banks arising by operation of law pursuant to Article 4 of the UCC;

(i) any interest or title of a lessor or sublessor (including any mortgagee thereof) or licensor or sublicensor under any lease, sublease, license or sublicense permitted by this Agreement;

(j) Liens arising from precautionary uniform commercial code financing statements filed under any lease permitted by this Agreement;

(k) licenses, sublicenses, leases or subleases granted to third parties in the ordinary course of business not interfering with the business of the Loan Parties or any Subsidiaries taken as a whole or materially diminishing the value of the Collateral taken as a whole (and not securing obligations for the payment of borrowed money);

(l) Liens (including the right of setoff or similar rights and remedies) in favor of (i) a bank, depository institution or securities intermediary arising as a matter of law or under customary general terms and conditions encumbering deposits and other funds maintained in deposit or securities accounts (and not securing obligations for the payment of borrowed money) and (ii) any Person providing Banking Services;

(m) Liens on any cash and Permitted Investment earnest money deposits made by the Borrower or any Subsidiary in connection with any letter of intent or purchase agreement entered into with respect to (i) a Permitted Acquisition or (ii) any other Investment permitted under Section 6.04; and

(n) Liens on (i) the Equity Interests of, and property owned by, any Subsidiary that is not a Loan Party securing Indebtedness and other liabilities of such Subsidiary and guarantees of the Indebtedness or other liabilities of such Person permitted hereunder and (ii) the Equity Interests of any joint venture entity in the form of a transfer restriction, purchase option, call, right of first refusal, tag and drag or similar right in connection with a joint venture.

"Permitted Holders" means:

(a) prior to a Qualified Public Offering, (i) McKeel O. Hagerty, his siblings (whether natural or adopted), their respective lineal descendants (whether natural or adopted), any of their spouses, former spouses, domestic partners or former domestic partners (collectively, the "Hagerty Family Members"), (ii) Affiliates of the Hagerty Family Members, (iii) any estate, trust, guardianship, custodianship, or other fiduciary arrangement for the primary benefit of one or more Hagerty Family Members and (iv) any Qualified Charitable Organization; and

(b) after a Qualified Public Offering, (i) the Persons set forth in clause (a) above, (ii) Markel, (iii) any Holdco Entity, or (iv) any Affiliate of any of the Persons set forth in clause (a), Markel or Holdco Entity which is Controlled by either the Persons set forth in clause (a), Markel or Holdco Entity.

"Permitted Intercompany Activities" means any transactions (A) between or among the Borrower and its subsidiaries that are entered into in the ordinary course of business of the Borrower and its subsidiaries and, in the good faith judgment of the Borrower are necessary or advisable in connection with the ownership or operation of the business of the Borrower and its subsidiaries, including, but not limited to, (i) payroll, cash management, purchasing, insurance and hedging arrangements, (ii) management, technology and licensing arrangements and (iii) customer loyalty and rewards programs or (B) between or among the Borrower, its subsidiaries and any captive insurance subsidiaries, in each case of this clause (B) which are provided in writing to Administrative Agent as of the Third Amendment Effective Date.

"Permitted Investments" means:

(a) direct obligations of the United States of America or any agency thereof or obligations guaranteed by the United States of America or any agency thereof, in each case with maturities not exceeding two (2) years from the date of acquisition;

(b) time deposit accounts, certificates of deposit, overnight bank deposits and money market deposits maturing within one (1) year of the date of acquisition thereof issued by a Lender that is a bank or trust company, or by any bank or trust company that is organized under the laws of the United States of America, or any state thereof having capital, surplus and undivided profits in excess of U.S. $250,000,000 or whose long-term debt, or whose parent holding company's long-term debt, is rated A (or such similar equivalent rating or higher) by at least one (1) nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act);

(c) repurchase obligations with a term of not more than one (1) year for underlying securities of the types described in clause (a) above entered into with a Lender that is a bank, or with any bank meeting the qualifications described in clause (b) above;

(d) commercial paper, maturing not more than one (1) year after the date of acquisition, issued by a corporation (other than an Affiliate of the Borrower) organized and in existence under the laws of the United States of America or any foreign country recognized by the United States of America with a rating at the time as of which any investment therein is made of P-1 (or higher) according to Moody's, or A-1 (or higher) according to S&P;

(e) securities with maturities of two (2) years or less from the date of acquisition issued or fully guaranteed by any State, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least A by S&P or A-2 by Moody's;

(f) shares of mutual funds whose investment guidelines restrict 95% of such funds' investments to those satisfying the provisions of clauses (a) through (e) above;

(g) money market funds that (i) comply with the criteria set forth in Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least U.S. $250,000,000;

(h) debt securities or debt instruments with a rating of BBB- or higher by S&P or Baa3 or higher by Moody's or the equivalent of such rating by such rating organization, or, if no rating of S&P or Moody's then exists, the equivalent of such rating by any other nationally recognized securities rating agency, but excluding any debt securities or instruments constituting loans or advances among the Borrower and its Subsidiaries, and (ii) investments in any fund that invests exclusively in investments of the type described in the foregoing clause (i), which fund may also hold immaterial amounts of cash pending investment or distribution; and

(i) other investments consistent with the Borrower's cash management and investment practices approved in writing by the Administrative Agent (such approval not to be unreasonably withheld, conditioned or delayed).

In the case of Investments by (x) any Foreign Subsidiary (but which may include Investments made indirectly by the Borrower or any Domestic Subsidiary), Permitted Investments shall also include investments of the type and maturity described in clauses (a) through (i) above of foreign obligors, which investments or obligors have the ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (y) the Borrower or any other subsidiary, other currencies, to the extent obtained by the Borrower or applicable subsidiary in the ordinary course of operations or for the purpose of consummating transactions otherwise permitted hereunder, and other short-term investments utilized by the Borrower or such subsidiary in the ordinary course of business and in accordance with normal investment practices for cash management in investments substantially similar to the foregoing investments in clauses (a) through (h) above.

"Permitted Joint Venture" means any joint venture (which may be in the form of any corporation, limited liability company or other Person) in which the Borrower or any of its Subsidiaries holds Equity Interests or otherwise participates or invests but does not hold all of the Equity Interests (exclusive of director holding qualifying shares in accordance with applicable law); provided, however, that (a) the investors or participants in such joint venture participate in such joint venture on substantially the same (or less favorable) terms as the Borrower or such Subsidiary, (b) the Administrative Agent has a valid, perfected, first priority security interest in the Equity Interests or other interests in such joint venture held by the Borrower or any of its Domestic Subsidiaries except where (i) the governing documents of such joint venture prohibit such a security interest to be granted to secure the Obligations or (ii) such joint venture has incurred non-recourse Indebtedness the terms of which either (x) require security interests in such Equity Interests or other interests to be granted to secure such non-recourse Indebtedness or (y) prohibit such a security interest to be granted to the Lenders, and (c) no Loan Party shall, pursuant to such joint venture, be under any obligation to make equity investments in, make loans or advances to, incur Guaranty Obligations with respect to, or make any other investment in, that would be in violation of any provision of this Agreement as of the date of entering into such commitment.

"Permitted LLC Distributions" means, (a) for so long as the Borrower is a limited liability company or substantially similar pass-through entity for Federal income tax purposes, distributions in an amount up to the Tax Distribution Amounts and (b) on and after the Permitted SPAC Transactions Effective Date, distributions by the Borrower in respect of payments required under the Tax Receivable Agreement.

"Permitted Refinancing Indebtedness" means Refinancing Indebtedness that satisfies the Refinancing Indebtedness Requirements.

"Permitted Reinsurance Subsidiary Dividends" means, at any time, the amount of cash dividends the Reinsurance Subsidiary is legally and contractually permitted to make to a Loan Party as of such time.

"Permitted SPAC" means Aldel Financial Inc., a Delaware corporation and a special purpose acquisition company.

"Permitted SPAC Agreement" means that certain Business Combination Agreement dated August 17, 2021 by and among the Permitted SPAC, Aldel Merger Sub LLC, a Delaware limited liability company and the Borrower (together with all schedules, exhibits and annexes thereto).

"Permitted SPAC Transaction" means the transactions contemplated by the Permitted SPAC Transaction Documents so long as: (a) as of the Permitted SPAC Transaction Effective Date, no Specified Event of Default shall have occurred and be continuing or shall occur as a result thereof and (b) the Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act, with respect to the Loan Parties, together with any other information reasonably requested by the Administrative Agent in writing at least ten (10) calendar days (or such shorter period as may be agreed by the Administrative Agent) prior to the proposed closing date.

"Permitted SPAC Transaction Documents" means the Permitted SPAC Agreement and the other "Transaction Documents" (as defined in the Permitted SPAC Agreement).

"Permitted SPAC Transaction Effective Date" means the date the Permitted SPAC Transaction is consummated.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Pro Forma Basis", "*pro forma*" or "pro forma effect" means, with respect to any determination for any period and any Pro Forma Transaction, that such determination shall be made by giving *pro forma* effect to such Pro Forma Transaction in the manner contemplated in the definition of Consolidated EBITDA as if such Pro Forma Transaction had occurred on the first day of the applicable four-Fiscal Quarter reference period (such *pro forma* calculations shall be determined in accordance with Section 1.09).

"Pro Forma Transaction" means (a) any Permitted Acquisition or similar Investment, (b) the Permitted SPAC Transaction, (c) any Disposition of all or substantially all of the assets or Equity Interests of any subsidiary of the Borrower or the disposition of any business unit, line of business or division of the Borrower or any subsidiary of the Borrower, (d) to the extent required to be given *pro forma* effect other than by Section 1.09, any incurrence or repayment of Indebtedness (other than normal fluctuations in revolving Indebtedness incurred for working capital purposes), and/or (e) any other transaction or event that by the terms of the Loan Documents specifies *pro forma* compliance with test or covenant hereunder or requires any test, covenant or other transaction or event to be calculated on a Pro Forma Basis, *pro forma* basis, *pro forma* compliance, or similar variation, in each case together with each other transaction relating or incidental thereto and consummated in connection therewith.

"Proceeding" means any claim, litigation, investigation, action, suit, arbitration or administrative, judicial or regulatory action or proceeding in any jurisdiction.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Company Costs" means (i) Charges associated with, or in anticipation of, or preparation for (A) any initial public offering (or any initial public offering proposed and not consummated) of any Holdco Entity and (B) compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, and (ii) Charges relating to compliance with the provisions of the Securities Act and the Exchange Act (and any similar Requirements of Law under any other applicable jurisdiction), as applicable to companies with equity or debt securities held by the public, the rules of national securities exchanges applicable to companies with listed equity or debt securities, directors', managers' and/or employees' compensation or other costs to the extent attributable to being a public company, officer and director fee and expense reimbursement to the extent attributable to being a public company, Charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders associated with being a public company, directors' and officers' insurance and other legal and other professional fees, listing fees and other costs and/or expenses associated with being a public company.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support" has the meaning assigned to such term in Section 9.19.

"Qualified Charitable Organization" means, with respect to any Hagerty Family Member, a charitable organization that (a) is in existence as an organization or trust, gifts to which qualify for federal tax charitable deductions under all of Section 170(c) and 2055(a) of the Code and (b) to which such Hagerty Family Member transfers shares of the Borrower or for the sole benefit of which such Hagerty Family Member transfers shares of the Borrower into a trust.

"Qualified Equity Interests" means Equity Interests that are not Disqualified Equity Interests.

"Qualified Public Offering" means the issuance by the Borrower or any Holdco Entity thereof of its common Equity Interests in an underwritten initial public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act of 1933 (whether alone or in connection with a secondary public offering) that results in the Borrower or any Holdco Entity receiving net proceeds as contributions (including the Permitted SPAC Transaction).

"Recipient" means, as applicable, (a) the Administrative Agent, (b) any Lender and (c) any Issuing Bank, or any combination thereof (as the context requires).

"Reference Time" with respect to any setting of the then-current Benchmark means (1) if such Benchmark is LIBO Rate, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (2) if such Benchmark is not LIBO Rate, the time determined by the Administrative Agent in its reasonable discretion.

"Refinanced Indebtedness" means the applicable Indebtedness being exchanged, extended, renewed, replaced, redeemed, repurchased, defeased, restructured, repaid or refunded by Refinancing Indebtedness.

"Refinancing Indebtedness" means Indebtedness issued, incurred or otherwise obtained in exchange for, or to extend, renew, replace, redeem, repurchase, defease, restructuring, repay or refund (including by entering into alternative financing arrangements in respect of such exchange or replacement (in whole or in part), either by adding or replacing lenders, creditors, agents, borrowers and/or guarantors, or after the original instrument giving rise to such Indebtedness has been terminated and including, by entering into any new credit agreement, loan agreement, note purchase agreement, indenture or other agreement) any Refinanced Indebtedness, or the net proceeds of which are incurred for the purpose of extending, refinancing, renewing, replacing, redeeming, repurchasing,

defeasing, restructuring, repaying or refunding such Refinanced Indebtedness (or amending or modifying such Refinanced Indebtedness to effectuate any of the foregoing).

"Refinancing Indebtedness Requirements" means, with respect to any Refinancing Indebtedness, the following requirements:

(a) such Refinancing Indebtedness is in an original aggregate principal amount not greater than the aggregate principal amount of the Refinanced Indebtedness except by an amount equal to unpaid accrued interest and premium (including tender premium), make-whole amounts or penalties thereon, defeasance costs, underwriting discounts and other reasonable amounts paid and fees, commissions and expenses (including upfront fees, original issue discount and initial yield payments) incurred in connection with the incurrence of such Refinancing Indebtedness and an amount equal to any existing commitments unutilized under such Refinanced Indebtedness and any additional Indebtedness concurrently with such Refinancing Indebtedness pursuant to a separate exception under Section 6.01;

(b) such Indebtedness shall have (i) pricing (including interest, fees and premiums), optional prepayment and redemption terms as may be agreed to by the Borrower and the lenders party thereto and (ii) subordination terms (if any) no less favorable in any material respect to the obligor thereunder than the subordination terms applicable to the original Indebtedness;

(c) any Liens securing such Refinancing Indebtedness are not extended to any additional property of any Loan Party or any Subsidiary (other than property subject to the Liens being refinanced or as permitted under Section 6.02 (and improvements thereon and the proceeds and products thereof));

(d) no Loan Party or any Subsidiary that is not originally obligated with respect to repayment of such Refinanced Indebtedness is required to become obligated with respect to such Refinancing Indebtedness, except to the extent otherwise permitted under Article VI; and

(e) such Refinanced Indebtedness shall be repaid, defeased or satisfied and discharged, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Refinancing Indebtedness is issued, incurred or obtained.

"Register" has the meaning set forth in Section 9.04(b).

"Regulation D" means Regulation D of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation T" means Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation U" means Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation X" means Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Reinsurance Subsidiary" means Hagerty Reinsurance Limited, a Bermuda Class 3A Reinsurance Company and a wholly-owned Subsidiary of the Borrower.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and such Person's Affiliates.

"Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing, or dumping of any Hazardous Material into the environment.

"Relevant Governmental Body" means the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

"Report" means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the Borrower's assets from information furnished by or on behalf of the Borrower, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent subject to the terms of this Agreement.

"Required Lenders" means, at any time, Lenders having Revolving Exposure and unused Commitments representing more than 50% of the sum of the total Revolving Exposure and unused Commitments at such time; provided that, at any time there are two or more Lenders (with any Lenders that are Affiliates constituting one Lender for purposes of this definition) Required Lenders shall also require at least two Lenders.

"Requirement of Law" means, as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests (including any option, warrant or other right to acquire any such Equity Interests in the Borrower) in the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Borrower.

"Reuters" means, as applicable, Thomson Reuters Corp, Refinitiv, or any successor thereto.

"Revolving Credit Maturity Date" means the earlier of (a) the date on which the Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof or (b) the date that is five years after the Third Amendment Effective Date, provided that, if agreed to by all Lenders in their sole discretion, the Lenders may extend the Revolving Credit Maturity Date by one year on an annual basis, and if any Lender or Lenders do not agree to so extend at any time, the remaining Lenders can agree to extend the Revolving Credit Maturity Date pursuant to an amendment hereto reasonably satisfactory to all parties and providing for such extension and the payoff and elimination of such Lender or Lenders that are not agreeing to so extend the Revolving Credit Maturity Date.

"Revolving Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans and its LC Exposure and Swingline Exposure at such time.

"Revolving Loan" means a Loan made pursuant to Section 2.01(a).

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union or any European Union member state, Her Majesty's Treasury of the United Kingdom or other relevant

sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of any Sanctions.

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) to the extent applicable, the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the United Kingdom.

"SEC" means the Securities and Exchange Commission of the U.S.

"Secured Obligations" means, collectively, (i) the Obligations, (ii) the Banking Services Obligations, and (iii) the Swap Obligations owing to one or more Lenders or their respective Affiliates which are designated by the Borrower in writing to the Administrative Agent as a "Secured Obligation"; and provided further that the definition of "Secured Obligations" shall not create any guarantee by any Guarantor of (or grant of security interest by any Guarantor to support) any Excluded Swap Obligations of such Guarantor.

"Secured Parties" means (a) the Lenders, (b) the Administrative Agent, (c) each Issuing Bank, (d) each provider of Banking Services Obligations, (e) each Lender and Affiliate of such Lender in respect of Swap Obligations entered into with such Person by the Borrower or any Subsidiary, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, and (g) the successors and assigns of each of the foregoing.

"Security Agreement" means that certain Amended and Restated Pledge and Security Agreement (including any and all supplements thereto), dated as of the Third Amendment Effective Date, among the Loan Parties and the Administrative Agent, and any other pledge or security agreement entered into after the Third Amendment Effective Date, by any other Loan Party or any other Person (in each case, as required by this Agreement or any other Loan Document) for the benefit of the Administrative Agent and the other Secured Parties.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding Business Day.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's Website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"Specified Event of Default" means an event with respect to the Borrower described in clause (a), (b), (h) or (i) of Section 7.01.

"Statements" has the meaning assigned to such term in Section 2.17(g).

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Federal Reserve Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Term Benchmark Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subordinated Debt" means any Indebtedness and other obligations of the Loan Parties the payment and priority of which is subordinated to payment of the Secured Obligations, with customary payment blockage and other provisions, that does not have any principal payments due earlier than the date which is one-hundred and eighty (180) days after the Revolving Credit Maturity Date, and the

terms and conditions of which are otherwise reasonably satisfactory to the Administrative Agent, and which are subject to a Subordination Agreement.

"Subordinated Debt Documents" means any document, agreement or instrument evidencing any Subordinated Debt or entered into in connection with any Subordinated Debt (other than any Loan Document).

"Subordination Agreements" means, collectively, all present and future subordination agreements between the Administrative Agent, the Loan Parties and the holders of any Subordinated Debt with respect to Subordinated Debt in form and substance reasonably satisfactory to the Administrative Agent.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, Controlled or held by the parent and/or one or more subsidiaries of the parent.

"Subsidiary" means any direct or indirect subsidiary of the Borrower; provided that Permitted Joint Ventures shall not be considered Subsidiaries for purposes of this Agreement, except to the extent as contemplated under clause (c)(iii) of the definition of Consolidated EBITDA.

"Subsidiary Guaranty" means that certain Amended and Restated Guaranty Agreement (including any and all supplements thereto), dated as of the Third Amendment Effective Date, among the Guarantors and the Administrative Agent, and any other guaranty agreements from any Guarantor as are requested by the Administrative Agent and its counsel.

"Supported QFC" has the meaning assigned to such term in Section 9.19.

"Swap Agreement" means any agreement with respect to any swap, forward, spot, future, credit default or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or the Subsidiaries shall be a Swap Agreement.

"Swap Obligations" of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements permitted hereunder with a Lender or an Affiliate of a Lender, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction permitted hereunder with a Lender of an Affiliate of a Lender.

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Lender at any time shall be its Applicable Percentage of the total Swingline Exposure at such time.

"Swingline Lender" means JPMCB, in its capacity as lender of Swingline Loans hereunder. Any consent required of the Administrative Agent or the Issuing Bank shall be deemed to be required of the Swingline Lender and any consent given by JPMCB in its capacity as Administrative Agent or Issuing Bank shall be deemed given by JPMCB in its capacity as Swingline Lender as well.

"Swingline Loan" means a Loan made pursuant to Section 2.04.

"Tax Distribution Amount" means (i) an amount, as determined in good faith by Borrower, equal to aggregate federal, state, local, and non-U.S. Taxes payable by direct or indirect holders of Equity Interests in Borrower on the taxable income attributable to Borrower or any of its direct or indirect subsidiaries, assuming the applicability of the highest marginal federal, state, local and non-U.S. income Tax rates, and payable as and when such tax liability is due and payable and (ii) any aggregate federal, state, local and non-U.S. Tax obligations payable by a Holdco Entity.

"Tax Receivable Agreement" means the tax receivable agreement entered into pursuant to the Permitted SPAC Transaction Documents in substantially the form attached as Exhibit F to the Permitted SPAC Agreement or with such amendments or modifications thereto that are not materially adverse to the Lenders.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), value added taxes, or any other goods and services, use or sales taxes, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Benchmark", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Term SOFR" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Term SOFR Notice" means a notification by the Administrative Agent to the Lenders and the Borrower of the occurrence of a Term SOFR Transition Event.

"Term SOFR Transition Event" means the determination by the Administrative Agent (with notice to the Borrower) that (a) Term SOFR has been recommended for use by the Relevant Governmental Body, (b) the administration of Term SOFR is administratively feasible for the Administrative Agent and (c) a Benchmark Transition Event or an Early Opt-in Election, as applicable, has previously occurred resulting in a Benchmark Replacement in accordance with Section 2.13 that is not Term SOFR.

"Third Amendment" means the Third Amendment to Amended and Restated Credit Agreement, dated as of October 27, 2021, by and among the Borrower, the Lenders party thereto and the Administrative Agent.

"Third Amendment Effective Date" has the meaning given to such term in the Third Amendment.

"Trade Date" shall have the meaning assigned to it in Section 9.04(e).

"Transaction Costs" means all fees, premiums, expenses and other transaction costs incurred or payable by the Borrower or any other Subsidiary in connection with the Permitted SPAC Transaction and the transactions contemplated by the Third Amendment.

"Transactions" means the execution, delivery and performance by the Borrower of this Agreement and the other Loan Documents, the borrowing of Loans and other credit extensions, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"UK Financial Institutions" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment; provided that, if the Unadjusted Benchmark Replacement as so determined would be less than zero, the Unadjusted Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"Unliquidated Obligations" means, at any time, any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated at such time, including any Secured Obligation that is: (i) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (ii) any other obligation (including any guarantee) that is contingent in nature at such time; or (iii) an obligation to provide collateral to secure any of the foregoing types of obligations.

"U.S." means the United States of America.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Special Resolution Regime" has the meaning assigned to such term in Section 9.21.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 2.16(f)(ii)(B)(3).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Term Benchmark Loan") or by Class and Type (e.g., a "Term Benchmark Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Term Benchmark Borrowing") or by Class and Type (e.g., a "Term Benchmark Revolving Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "law", as applied to any Person, shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law) and all judgments, orders and decrees of all Governmental Authorities, in each case applicable to such Person or its properties. The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein (including any Loan Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, amendments and restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignments set forth herein) and, in the case of any Governmental Authority, any other

Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) any reference in any definition to the phrase "at any time" or "for any period" shall refer to the same time or period for all calculations or determinations within such definition, and (g) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith (which amendment shall be made without the payment of a fee, other than legal expenses required to be reimbursed by the Loan Parties pursuant to Section 9.03(a)). Notwithstanding anything in this Agreement, in any financial statements of the Borrower and its Subsidiaries or in GAAP to the contrary, for purposes of calculating and determining compliance with the financial covenants in Section 6.13 and determining the Applicable Margin, including defined terms used therein, the Reinsurance Subsidiary shall not be consolidated with the Borrower and its other Subsidiaries and the Reinsurance Subsidiary shall be excluded therefrom and all income (provided that the Permitted Reinsurance Subsidiary Dividend may be included as income of such Loan Party for such period, provided further that the amount so included as income shall not exceed in the aggregate during any twelve month period the lesser of (a) the actual Consolidated EBITDA attributable to the Reinsurance Subsidiary (if the Reinsurance Subsidiary was included in determining Consolidated EBITDA) for such twelve month period, and (b) the greater of (i) $25,000,000 or (ii) 50% of the actual Consolidated EBITDA attributable to the Reinsurance Subsidiary (if the Reinsurance Subsidiary was included in determining Consolidated EBITDA) for such twelve month period, and the Borrower hereby represents and warrants to the Lenders that any such amount so included in income of such Loan Party is a Permitted Reinsurance Subsidiary Dividend as of such date so included), liabilities (except to the extent funded by a Loan Party or if a Loan Party is liable for such liabilities (whether directly, indirectly, contingently or otherwise)) and assets of the Reinsurance Subsidiary shall be excluded from all such calculations and determinations thereunder; provided that if such greater amount exceeds $25,000,000, then such greater amount shall not exceed 30% of total Consolidated EBITDA for such twelve month period or the Permitted Reinsurance Subsidiary Dividends. Notwithstanding anything to the contrary contained in Section 1.04(a) or in the definition of "Capital Lease Obligations," any change in accounting for leases pursuant to GAAP resulting from the adoption of Financial Accounting Standards Board Accounting Standards Update No. 2016-02, Leases (Topic 842) ("FAS 842"), to the extent such adoption would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on December 31, 2015, such lease shall not be considered a capital lease (whether entered into prior to the Third Amendment Effective Date or thereafter), and all calculations of any restriction, basket, covenant or carveout and deliverables (other than financial statements) under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith. Notwithstanding anything to the contrary in this Agreement, the allowance of any transaction under this Agreement upon the absence of any Specified Event of Default shall not be deemed to waive on behalf of any Credit Party or any their respective Affiliates any rights or remedies which may otherwise be available to any Credit Party or any their respective Affiliates under the Loan Documents due to any other Default hereunder.

SECTION 1.05. Interest Rates; LIBOR Notification. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that is, or may in the future become, the subject of regulatory reform. Regulators have signaled the need to use alternative benchmark reference rates for some of these interest rate benchmarks and, as a result, such interest rate benchmarks may cease to comply with applicable laws and regulations, may be permanently discounted and/or the bases on which they are calculated may change. The London interbank offered rate ("LIBOR") is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced

that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the "IBA") for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Term Benchmark Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of the London interbank offered rate. Upon the occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, Section 2.13(c) and (d) provide the mechanism for determining an alternative rate of interest. The Administrative Agent will promptly notify the Borrower, pursuant to Section 2.13(f), of any change to the reference rate upon which the interest rate on Term Benchmark Loans is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBO Rate" or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation, (i) any such alternative, successor or replacement rate implemented pursuant to Section 2.13(c) or (d), whether upon the occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.13(e)), including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

SECTION 1.06. Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; provided that with respect to any Letter of Credit that, by its terms or the terms of any Letter of Credit Agreement related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and except to the extent provided for in clause (ii) of the definition of Payment in Full, the obligations of the Borrower and each Lender shall remain in full force and effect until the Issuing Bank and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

SECTION 1.07. Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

SECTION 1.08. Limited Condition Transactions. In connection with any action being taken solely in connection with a Limited Condition Transaction, for purposes of:

(a) determining compliance with any provision of this Agreement (other than Section 6.13) that requires the calculation of the Leverage Ratio or the Fixed Charge Coverage Ratio,

(b) determining the accuracy of representations and warranties and/or whether a Default or Event of Default shall have occurred and be continuing (or any subset of Defaults or Events of Default) for all purposes other than Section 4.02 (but subject to Section 2.08), or

(c) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated EBITDA),

the date of determination of whether any such actions and transactions are permitted hereunder shall, in each case, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "LCT Election"), be deemed to be the date the definitive agreements for such Limited Condition Transaction are entered into or, in respect of any transaction described in clauses (b) and (c) of the definition of Limited Condition Transaction, delivery of irrevocable notice, declaration of dividend or similar event) (the "LCT Test Date"), and if, after giving pro forma effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they had occurred at the beginning of the four consecutive fiscal quarter period being used to calculate such financial ratio ending prior to the LCT Test Date, the Borrower could have taken such action on the relevant LCT Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with; provided that each such Limited Condition Transaction shall be consummated within one-hundred and eighty (180) days of such LCT Test Date.

For the avoidance of doubt, if the Borrower has made an LCT Election and any of the ratios or baskets for which compliance was determined or tested as of the LCT Test Date are exceeded as a result of fluctuations in any such ratio or basket, including due to fluctuations in Consolidated EBITDA of the Borrower or the Person subject to such Limited Condition Transaction, at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations; provided, however, if any ratios improve or baskets increase as a result of such fluctuations, such improved ratios or baskets may be utilized. If the Borrower has made an LCT Election for any Limited Condition Transaction, then, in connection with any subsequent calculation of the ratios (excluding, for the avoidance of doubt, any ratio contained in Section 6.13) or baskets on or following the relevant LCT Test Date and prior to the earlier of (i) the date on which such Limited Condition Transaction is consummated or (ii) the date that the definitive agreement, notice or declaration for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction (or, if applicable, the irrevocable notice, declaration of dividend or similar event is terminated or expires), any such ratio or basket shall be calculated on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith (including the incurrence of indebtedness and the use of proceeds thereof) have been consummated.

SECTION 1.09. Pro Forma Basis. Notwithstanding anything to the contrary contained herein, but subject to Section 1.08, all financial ratios, tests and measurements, including the Leverage Ratio, the Fixed Charge Coverage Ratio, or Consolidated EBITDA (including any component definitions of any of the foregoing) herein or in any Loan Document that are calculated with respect to any period during which any Pro Forma Transaction occurs shall be calculated with respect to such period and each such Pro Forma Transaction on a Pro Forma Basis. Further, if since the beginning of any such period and on or prior to the date of any required calculation of any financial ratio, test or measurement (i) any Pro Forma Transaction has occurred or (ii) any Person that subsequently became a Subsidiary or was merged, amalgamated or consolidated with or into any Subsidiary or any joint venture since the beginning of such period has consummated any Pro Forma Transaction, then, in each case, any applicable financial ratio, test or measurement shall be calculated on a Pro Forma Basis for such period as if such Pro Forma Transaction had occurred at the beginning of the applicable period. Notwithstanding anything to the contrary contained herein or in any Loan Document, for the purposes of determining compliance with the financial covenant in Section 6.13 and calculating the Leverage Ratio for purposes of the definitions of "Applicable Margin" and "Commitment Fee Rate", any such adjustments shall only include events that occurred during the applicable period of determination.

ARTICLE II
THE CREDITS

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each Lender severally (and not jointly) agrees to make Revolving Loans in dollars to the Borrower from time to time during the Availability Period in an aggregate principal amount that will not result in (i) such Lender's Revolving Exposure exceeding such Lender's Commitment or (ii) the total Revolving Exposures exceeding the total Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02. Loans and Borrowings. (a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required. Any Swingline Loan shall be made in accordance with the procedures set forth in Section 2.04.

(b) Subject to Section 2.13, each Revolving Borrowing shall be comprised entirely of ABR Loans or Term Benchmark Loans as the Borrower may request in accordance herewith. Each Swingline Loan shall be an ABR Loan or shall bear interest at an alternate rate agreed upon by the Borrower and the Swingline Lender. All Revolving Borrowings made under the Existing Credit Agreement and existing as of the Effective Date shall continue as the same Type of Loan with the same Interest Period, if applicable, existing as of the Effective Date. Each Lender at its option may make any Term Benchmark Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Benchmark Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $50,000 and not less than $250,000. At the time that each ABR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $10,000 and not less than $50,000; provided that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e). Each Swingline Loan shall be in an amount that is not less than an amount required by the Swingline Lender from time to time. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of four (4) Term Benchmark Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested would end after the Revolving Credit Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request either in writing (delivered by hand or telecopy) in a form reasonably acceptable to the Administrative Agent that specifies the information described in clauses (i) through (v) below and signed by a Financial Officer of the Borrower or through Electronic System, if arrangements for doing so have been approved by the Administrative Agent, (a) in the case of a Term Benchmark Borrowing, not later than 11:00 a.m., eastern time, three (3) Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 10:00 a.m., eastern time, on the date of the proposed Borrowing; provided that any such notice of an ABR Revolving Borrowing to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e) may be given not later than 9:00 a.m., eastern time, on the date of the proposed Borrowing. Each such Borrowing Request shall be irrevocable, unless such Borrowing is expressly conditioned upon the consummation of another transaction, in which case such notice may be revocable if such transaction is not consummated. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Term Benchmark Borrowing; and

(iv) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period”; and

(v) the location and number of the Borrower’s account to which funds are to be disbursed, which shall comply with the requirements of Section 2.06.

If no election as to the Type of Revolving Borrowing is specified, then the requested Revolving Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term Benchmark Revolving Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month’s duration. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender’s Loan to be made as part of the requested Borrowing.

SECTION 2.04. Swingline Loans. (a) Subject to the terms and conditions set forth herein, the Swingline Lender may, but shall have no obligation, to make Swingline Loans to the Borrower from time to time during the Availability Period, in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans exceeding $3,000,000, or (ii) the total Revolving Exposures exceeding the total Commitments; provided that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans. To request a Swingline Loan, the Borrower shall notify the Administrative Agent of such request by telecopy or through Electronic System, if arrangements for doing so have been approved by the Administrative Agent, not later than 12:00 noon, eastern time, on the day of a proposed Swingline Loan or by such other time and by other procedures as may be agreed upon from time to time between the Borrower and the Swingline Lender. Each such notice shall be irrevocable (unless such Borrowing is expressly conditioned upon the consummation of another transaction, in which case such notice may be revocable if such transaction is not consummated) and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan and whether such Swingline Loan shall be an ABR Loan or shall bear interest at an alternate rate agreed upon by the Borrower and the Swingline Lender, and each Swingline Loan shall bear interest at the ABR or at an alternate rate if agreed upon by the Borrower and the Swingline Lender. The Administrative Agent will promptly advise the Swingline Lender of any such notice received from the Borrower. The Swingline Lender shall make each Swingline Loan available to the Borrower, to the extent the Swingline Lender elects to make such Swingline Loan, by means of a credit to the general deposit account of the Borrower with the Swingline Lender (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.05(e), by remittance to the Issuing Bank) on the requested date of such Swingline Loan or by such other procedures as may be agreed upon from time to time between the Borrower and the Swingline Lender.

(b) The Swingline Lender may by written notice given to the Administrative Agent not later than 10:00 a.m., eastern time, on any Business Day require the Lenders to acquire participations on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the Swingline Lender, such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof.

(c) Upon the making of a Swingline Loan (whether before or after the occurrence of a Default), each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Swingline Lender without recourse or warranty, an undivided interest and participation in such Swingline Loan in proportion to its Applicable Percentage of the Commitment. The Swingline Lender may, at any time, require the Lenders to fund their participations. From and after the date, if any, on which any Lender is required to fund its participation in any Swingline Loan purchased hereunder, such Swingline Loan shall bear interest at the Alternate Base Rate and the Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent in respect of such Loan.

SECTION 2.05. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, the Borrower may request the issuance of Letters of Credit as the applicant thereof for the support of its or its Subsidiaries' obligations, in a form reasonably acceptable to the Administrative Agent and the Issuing Bank, at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. In addition, no letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the Issuing Bank relating to any Letter of Credit shall (x) contain any representations or warranties, covenants or events of default not set forth in this Agreement (and to the extent inconsistent herewith, shall be rendered null and void) and (y) all representations and warranties, covenants and events of default contained therein shall contain standards, qualifications, thresholds and exceptions for materiality or otherwise consistent with this Agreement (and, to the extent inconsistent herewith, shall be deemed to incorporate such standards, qualifications, thresholds and exceptions contained herein without action by any other party).

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or telecopy (or transmit through Electronic Systems, if arrangements for doing so have been approved by the Issuing Bank) to the Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section 2.05), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the Issuing Bank, the Borrower also shall submit a letter of credit application on the Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed $25,000,000, and (ii) the total Revolving Exposures shall not exceed the total Commitments. The Issuing Bank shall not be under any obligation to issue any Letter of Credit if: (i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the Issuing Bank from issuing such Letter of Credit, or any Requirement of Law relating to the Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the Issuing Bank shall prohibit, or request that the Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon the Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which the Issuing Bank in good faith deems material to it, or (ii) the issuance of such Letter of Credit would violate one or more policies of the Issuing Bank applicable to letters of credit generally.

(c) Expiration Date. Each Letter of Credit shall expire (or be subject to termination or non-renewal by notice from the applicable Issuing Bank to the beneficiary thereof) at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit or such later date as may be agreed to by the Issuing Bank (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five (5) Business Days prior to the Revolving Credit Maturity Date (unless cash collateralized in the manner described in Section 2.05(j)).

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank or the Lenders, the Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by the Issuing Bank and not reimbursed by the Borrower on the date due as provided in paragraph (e) of this Section 2.05, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters

of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If the Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 10:00 a.m., eastern time, on the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 8:00 a.m., eastern time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 10:00 a.m., eastern time, on (i) the Business Day that the Borrower receives such notice, if such notice is received prior to 8:00 a.m., eastern time, on the day of receipt, or (ii) the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.04 that such payment be financed with an ABR Revolving Borrowing or Swingline Loan in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing or Swingline Loan. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse the Issuing Bank, then to such Lenders and the Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse the Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section 2.05 shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.05, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor the Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms, any error in translation with regard to the conversion of foreign currency or otherwise or any consequence arising from causes beyond the control of the Issuing Bank; provided that the foregoing shall not be construed to excuse the Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect or consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by the Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The Issuing Bank shall, within the time allowed by applicable law or the specific terms of the Letter of Credit following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by telecopy or through Electronic System) of such demand for payment and whether the Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If the Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans and such interest shall be due and payable on the date when such reimbursement is due; provided that, if the Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section 2.05, then Section 2.12(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section 2.05 to reimburse the Issuing Bank for such LC Disbursement shall be for the account of such Lender to the extent of such payment.

(i) Replacement of the Issuing Bank.

(i) Any Issuing Bank may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of the Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.11(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Bank, as the context shall require. After the replacement of the Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit then outstanding issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit or extend or otherwise amend any existing Letter of Credit.

(ii) Subject to the appointment and acceptance of a successor Issuing Bank reasonably acceptable to the Borrower, any Issuing Bank may resign as an Issuing Bank at any time upon thirty (30) days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, such resigning Issuing Bank shall be replaced in accordance with Section 2.06(i)(i) above.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives written notice from the Administrative Agent or the Required Lenders (or Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (the "LC Collateral Account"), an amount in cash equal to the LC Exposure as of such date plus accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (h) or (i) of Section 7.01. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account and the Borrower hereby grants the Administrative Agent a security interest in the LC Collateral Account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to

reimburse the Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposure representing greater than 50% of the total LC Exposure), be applied to satisfy other Secured Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all such Events of Defaults have been cured or waived.

(k) Letters of Credit Issued for Account of Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder supports any obligations of, or is for the account of, a Subsidiary, or states that a Subsidiary is the "account party," "applicant," "customer," "instructing party," or the like of or for such Letter of Credit, and without derogating from any rights of the Issuing Bank (whether arising by contract, at law, in equity or otherwise) against such Subsidiary in respect of such Letter of Credit, the Borrower (i) shall reimburse, indemnify and compensate the applicable Issuing Bank hereunder for such Letter of Credit (including to reimburse any and all drawings thereunder) as if such Letter of Credit had been issued solely for the account of the Borrower and (ii) irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. The Borrower hereby acknowledges that the issuance of such Letters of Credit for its Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 2.06. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 11:00 a.m., eastern time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage; provided that Swingline Loans shall be made as provided in Section 2.04. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower maintained with, and acceptable to, the Administrative Agent and designated by the Borrower in the applicable Borrowing Request; provided that ABR Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.05(e) shall be remitted by the Administrative Agent to the Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section 2.06 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.07. Interest Elections. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.07. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section 2.07 shall not apply to Swingline Loan Borrowings, which may not be converted or continued.

(b) To make an election pursuant to this Section 2.07, the Borrower shall notify the Administrative Agent of such election either in writing (delivered by hand or fax) by delivering an Interest Election Request signed by a Financial Officer of the Borrower or through Electronic System, if arrangements for doing so have been approved by the Administrative Agent, by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable. Notwithstanding any contrary

provision herein, this Section 2.07 shall not be construed to permit the Borrower to elect an Interest Period for Term Benchmark Loans that does not comply with Section 2.02(d).

(c) Each Interest Election Request (including requests submitted through Electronic System) shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the Borrowing to be made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Term Benchmark Borrowing; and

(iv) if the resulting Borrowing is a Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower in writing, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Term Benchmark Borrowing and (ii) unless repaid, each Term Benchmark Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.08. Termination and Reduction of Commitments; Increase of Commitments.

(a) Unless previously terminated, all Commitments shall terminate on the Revolving Credit Maturity Date.

(b) The Borrower may at any time terminate the Commitments upon the Payment in Full of the Obligations.

(c) The Borrower may from time to time reduce the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $1,000,000 and not less than $1,000,000 and (ii) the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans, the aggregate Revolving Exposure of all Lenders exceeds the total Commitments.

(d) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) or (c) of this Section 2.08 at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section 2.08 shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of

other credit facilities or another transaction, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

(e) Subject to the conditions set forth below, the Borrower may, upon at least ten (10) days (or such other period of time agreed to between the Administrative Agent and the Borrower) prior written notice to the Administrative Agent, increase the Aggregate Commitments from time to time, either by designating a lender not theretofore a Lender to become a Lender (such designation to be effective only with the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed)) or by agreeing with an existing Lender that such Lender's Commitment shall be increased (thus increasing the Aggregate Commitments); provided that:

(i) no Event of Default shall have occurred and be continuing hereunder as of the effective date of such increase (subject, in the case of any Loans being used to finance a Limited Condition Transaction, to Section 1.08);

(ii) the representations and warranties made by the Borrower and contained in Article III shall be true and correct in all material respects on and as of the effective date of such increase (other than those representations and warranties that by their terms speak as of a particular date, which representations and warranties shall be true and correct in all material respects as of such particular date) (subject, in the case of any Loans being used to finance a Limited Condition Transaction, to Section 1.08);

(iii) the amount of such increase in the Aggregate Commitments shall not be less than $5,000,000 (or such other minimum amount agreed to between the Administrative Agent and the Borrower), and the aggregate amount of all such increases in the Aggregate Commitments shall not exceed $50,000,000, or such other amount agreed to between the Required Lenders and Borrower;

(iv) The Borrower and the Lender or lender not theretofore a Lender, shall execute and deliver to the Administrative Agent, a Lender Addition and Acknowledgement Agreement, in form and substance satisfactory to the Administrative Agent and acknowledged by the Administrative Agent and each Borrower;

(v) no existing Lender shall be obligated in any way to increase its Commitment;

(vi) the Administrative Agent shall have been provided with a fully executed copy of the amendment in respect of such increase; and

(vii) to the extent required, the Administrative Agent shall have received legal opinions, resolutions, and other documents consistent with those delivered by the Borrower to the Administrative Agent on the Third Amendment Effective Date.

Upon the execution, delivery, acceptance and recording of the Lender Addition and Acknowledgement Agreement, from and after the effective date specified in a Lender Addition and Acknowledgement Agreement, such existing Lender shall have a Commitment as therein set forth or such other Lender shall become a Lender with a Commitment as therein set forth and all the rights and obligations of a Lender with such a Commitment hereunder. Upon its receipt of a Lender Addition and Acknowledgement Agreement together with any note or notes, if requested, subject to such addition and assumption and the written consent to such addition and assumption, the Administrative Agent shall, if such Lender Addition and Acknowledgement Agreement has been completed and the other conditions described in this Section 2.08 have been satisfied: (x) accept such Lender Addition and Acknowledgement Agreement; (y) record the information contained therein in the Register; and (z) give prompt notice thereof to the Lenders and the Borrower and deliver to the Lenders a schedule reflecting the new Commitments. The Lenders (new or existing) shall accept an assignment from the existing Lenders, and the existing Lenders shall make an assignment to the new or existing Lender accepting a new or increased Commitment, of a direct or participation interest in each then outstanding Loans and Letter of Credit such that, after giving effect thereto, all Revolving Exposure hereunder is held ratably by the Lenders in proportion to their respective Commitments. Assignments pursuant to the preceding sentence shall be made in exchange for the principal amount assigned plus accrued and unpaid interest and facility and letter of credit fees. The Borrower shall make any payments under Section 2.15 resulting from such assignments. Any reference in this Agreement to Aggregate Commitments means the aggregate Commitments of all Lenders.

Notwithstanding the above, with respect to any increase in the Aggregate Commitments incurred to finance a Limited Condition Transaction (each a "Limited Condition Transaction Incremental Loan"), clause (i) and (ii) of this Section 2.08(e) shall be deemed to have been satisfied so long as (A) as of the date of consummation of the Limited Condition Transaction, no Specified Event of Default shall have occurred and be continuing or would result from the consummation of such Limited Condition Transaction, (B) as of the date of the borrowing of such Limited Condition Transaction Incremental Loan, no Specified Event of Default is in existence immediately before or after giving effect (including on a Pro Forma Basis) to such borrowing and to any concurrent transactions and any substantially concurrent use of proceeds thereof, (C) the representations and warranties set forth in clause (ii) above shall be tested as of the LCT Test Date and be true and correct in all material respects on and as of such LCT Test Date (other than those representations and warranties that by their terms speak as of a particular date, which representations and warranties shall be true and correct in all material respects as of such particular date), and (D) as of the date of the borrowing of such Limited Condition Transaction Incremental Loan, customary "Sungard" representations and warranties shall be included to the extent reasonably determined by Borrower and the Lenders providing such Limited Condition Transaction Incremental Loan.

SECTION 2.09. Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan on the Revolving Credit Maturity Date, and (ii) to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the earliest of the Revolving Credit Maturity Date, the date three (3) Business Days after demand by the Swingline Lender in its discretion if no Default exists or the demand by the Swingline Lender in its discretion if a Default exists.

(b) If at any time the aggregate Revolving Exposure of all Lenders exceeds the total Commitments, the Borrower shall promptly, and in any event within one (1) Business Day, repay such excess. If any such excess remains after repayment in full of all outstanding Revolving Loans and Swingline Loans, the Borrower shall provide cash collateral for the LC Exposure in the manner set forth herein to the extent required to eliminate such excess.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section 2.09 shall be prima facie evidence of the existence and amounts of the obligations recorded therein absent manifest error; provided that in the event of a conflict between such records and the Register, the Register shall control absent manifest error; and provided further that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form reasonably acceptable to the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.10. Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part without premium or penalty but subject to breakfunding payments pursuant to Section 2.15, subject to prior notice in accordance with paragraph (b) of this Section 2.10.

(b) The Borrower shall notify the Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lender) by telephone (confirmed by fax) or through Electronic System, if arrangements for doing so have been approved by the Administrative Agent, of any prepayment hereunder (i) in the case of prepayment of a Term Benchmark Borrowing, not later than 11:00 a.m., eastern time, three (3) Business Days before the date of prepayment, (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., eastern time, one Business Day before the date of prepayment or (iii) in the case of prepayment of a Swingline Loan, not later than 11:00 a.m., eastern time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments or other transactions as contemplated by Section 2.08, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.08. Promptly following receipt of any such notice or prepayment or termination, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included in the prepaid Borrowing.

SECTION 2.11. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the rate equal to the Applicable Margin per annum on the average daily unused amount of the Available Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Lenders' Commitments terminate. Accrued commitment fees shall be payable in arrears on the fifteenth (15^{th}) day following such last day of March, June, September and December of each year and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Margin used to determine the interest rate applicable to Term Benchmark Revolving Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to the Issuing Bank a fronting fee, which shall accrue at the rate of 0.125% per annum on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as the Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of calendar quarter shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Bank pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) The Borrower agrees to pay to the Administrative Agent for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.12. Interest. (a) The Loans comprising each ABR Borrowing (including each Swingline Loan which is to bear interest with reference to the Alternate Base Rate) shall bear interest at the Alternate Base Rate plus the Applicable Margin. Swingline Loans for which an alternate interest rate is agreed upon between the Borrower and the Swingline Lender shall bear interest at such rate.

(b) The Loans comprising each Term Benchmark Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin.

(c) Notwithstanding the foregoing, upon and during the continuance of an Event of Default, at the election of the Administrative Agent or Required Lenders, upon written notice to the Borrower, the interest rates applicable to Loans and the rate at which fees payable to all Lenders accrue on Letters of Credit shall be increased by 2.0% per annum.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section 2.12 shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.13. Alternate Rate of Interest.

(a) Subject to clauses (c), (d), (e), (f), (g) and (h) of this Section 2.13, if prior to the commencement of any Interest Period for a Term Benchmark Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable (including, without limitation, by means of an Interpolated Rate or because the LIBO Screen Rate is not available or published on a current basis) for such Interest Period; provided that no Benchmark Transition Event shall have occurred at such time; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders through Electronic System as provided in Section 9.01 as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing shall be ineffective and any such Term Benchmark Borrowing shall be repaid or converted into an ABR Borrowing on the last day of the then current Interest Period applicable thereto, and (B) if any Borrowing Request requests a Term Benchmark Borrowing, such Borrowing shall be made as an ABR Borrowing.

(b) If any Lender determines that any Requirement of Law has made it unlawful, or if any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain, fund or continue any Term Benchmark Borrowing, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, dollars in the London interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligations of such Lender to make, maintain, fund or continue Term Benchmark Loans or to convert ABR Borrowings to Term Benchmark Borrowings will be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower will upon demand from such Lender (with a copy to the Administrative Agent), either prepay or convert all Term Benchmark Borrowings of such Lender to ABR Borrowings, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term Benchmark Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such prepayment or conversion, the Borrower will also pay accrued interest on the amount so prepaid or converted.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Agreement shall be deemed not to be a "Loan Document" for purposes of this Agreement), if a Benchmark Transition Event, an Early Opt-in Election or an Other Benchmark Rate Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) or (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (3) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(d) Notwithstanding anything to the contrary herein or in any other Loan Document and subject to the proviso below in this paragraph, if a Term SOFR Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; provided that, this clause (d) shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrower a Term SOFR Notice. For the avoidance of doubt, the Administrative Agent shall not be required to deliver a Term SOFR Notice after a Term SOFR Transition Event and may do so in its sole discretion.

(e) In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(f) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, a Term SOFR Transition Event, an Early Opt-in Election or an Other Benchmark Rate Election, as applicable, and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (g) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.13, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.13.

(g) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or LIBO Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark

Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(h) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

SECTION 2.14. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or the Issuing Bank; or

(ii) impose on any Lender or the Issuing Bank or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting into or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender, the Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender, the Issuing Bank or such other Recipient hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender, the Issuing Bank or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, the Issuing Bank or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered. For the avoidance of doubt, this Section 2.14 shall not apply to Taxes, which shall be governed exclusively by Section 2.16.

(b) If any Lender or the Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or the Issuing Bank's holding company, if any, as a consequence of this Agreement, the Commitments of or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by the Issuing Bank, to a level below that which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company could have achieved but for such Change in Law other than due to Taxes which, for the avoidance of doubt, are covered by Section 2.16 (taking into consideration such Lender's or the Issuing Bank's policies and the policies of such Lender's or the Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company for any such reduction suffered.

(c) A certificate in reasonable detail of a Lender or the Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or the Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section 2.14 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or the Issuing Bank, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) Failure or delay on the part of any Lender or the Issuing Bank to demand compensation pursuant to this Section 2.14 shall not constitute a waiver of such Lender's or the Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or the Issuing Bank pursuant to this Section 2.14 for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or the Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.15. Break Funding Payments. In the event of (a) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or any replacement of Revolving Loans due to a re-allocation under the last paragraph of Section 2.04), (b) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.08(d) and is revoked in accordance therewith), or (d) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Term Benchmark Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate in reasonable detail of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.15 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

SECTION 2.16. Withholding Taxes; Gross Up.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.16), the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 2.16, the Borrower shall deliver to the Administrative Agent either of (i) the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment, or (ii) other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within twenty (20) days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.16) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided that if the Borrower reasonably believes that such Taxes were not correctly or legally asserted, the Administrative Agent, or Lender, as applicable, will use reasonable efforts to cooperate with the Borrower's efforts to obtain a refund of such Taxes (which if successful shall be repaid to Borrower in accordance with Section 2.16(g)). A certificate as to the amount of such payment or liability delivered to Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within twenty (20) days after written demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to setoff and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to such Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.16(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), an executed copy of IRS Form W 9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the U.S. is a party (x) with respect to payments of interest under any Loan Document, an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) in the case of a Foreign Lender claiming that its extension of credit will generate U.S. effectively connected income, an executed copy of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit C-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder"

of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, an executed copy of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-2 or Exhibit C-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund (or credit in lieu of a refund) of any Taxes as to which it has been indemnified pursuant to this Section 2.16 (including by the payment of additional amounts pursuant to this Section 2.16), it shall pay to the indemnifying party an amount equal to such refund or credit (but only to the extent of indemnity payments made under this Section 2.16 with respect to the Taxes giving rise to such refund or credit), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund or credit). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund or credit to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund or credit had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund or credit had never been paid. This paragraph (g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party's obligations under this Section 2.16 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document (including the Payment in Full of the Secured Obligations).

(i) Defined Terms. For purposes of this Section 2.16, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

SECTION 2.17. Payments Generally; Allocation of Proceeds; Sharing of Set-offs. (a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.14, 2.15 or 2.16, or otherwise) prior to 1:00 p.m., eastern time, on the date when due, in immediately available funds, without set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at such office designated by the Administrative Agent, except payments to be made directly to the Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.14, 2.15, 2.16 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. Except as otherwise set forth in the definition of "Interest Period", if any payment or performance hereunder shall be due on a day that is not a Business Day, the date for payment or performance shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Any proceeds of Collateral or payments on Subsidiary Guaranties received by the Administrative Agent (i) not constituting either (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower) or (B) a mandatory prepayment (which shall be applied in accordance with Section 2.09(b)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, such funds shall be applied ratably first, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Administrative Agent and the Issuing Bank from the Borrower (other than in connection with Swap Obligations), second, to pay any fees or expense reimbursements then due to the Lenders from the Borrower (other than in connection with Swap Obligations), third, to pay interest then due and payable on the Loans and the Letters of Credit ratably, fourth, to prepay principal on the Loans and unreimbursed LC Disbursements ratably, to pay an amount to the Administrative Agent equal to the aggregate undrawn face amount of all outstanding Letters of Credit and the aggregate amount of any unpaid LC Disbursements, to be held as cash collateral for such Obligations and to payment of any amounts owing with respect to Swap Obligations and Banking Services Obligations (all such amounts under this "fourth" item being applied ratably in accordance with all such amounts due), fifth, to the payment of any other Secured Obligation due to the Administrative Agent or any Lender or any of their Affiliates, and sixth, to the payment of the surplus, if any, to whoever may be lawfully entitled to receive such surplus. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower, or unless an Event of Default is in existence, none of the Administrative Agent or any Lender shall apply any payment which it receives to any Term Benchmark Loan of a Class, except (a) on the expiration date of the Interest Period applicable to any such Term Benchmark Loan or (b) in the event, and only to the extent, that there are no outstanding ABR Loans of the same Class and, in any event, the Borrower shall pay the break funding payment required in accordance with Section 2.15. The Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations. Notwithstanding the foregoing, Secured Obligations arising under Banking Services Obligations or Swap Obligations shall be excluded from the application described above and paid in clause fifth if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may have reasonably requested from the applicable provider of such Banking Services or Swap Agreements in accordance with Section 2.21.

(c) At the request of the Borrower, all payments of principal, interest, LC Disbursements, fees, premiums, reimbursable expenses, and other sums payable under the Loan Documents, may be paid from the proceeds of Borrowings made hereunder.

(d) If, except as otherwise expressly provided herein, any Lender shall, by exercising any right of set off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements or Swingline Loans to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Bank, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(c), 2.05(d) or (e), 2.06(b), 2.17(c) or 9.03(c), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(g) The Administrative Agent may from time to time provide the Borrower with account statements or invoices with respect to any of the Obligations (the "Statements"). The Administrative Agent is under no duty or obligation to provide Statements, which, if provided, will be solely for the Borrower's convenience. Statements may contain estimates of the amounts owed during the relevant billing period, whether of principal, interest, fees or other Obligations. If the Borrower pays the full amount indicated on a Statement on or before the later of the due date indicated on such Statement and the date required under this Agreement, the Borrower shall not be in default of payment with respect to the billing period indicated on such Statement; provided that acceptance by the Administrative Agent, on behalf of the Lenders, of any payment that is less than the total amount actually due at that time (including but not limited to any past due amounts) shall not constitute a waiver of the Administrative Agent's or the Lenders' right to receive payment in full at another time.

SECTION 2.18. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.14, or if the Borrower is required to pay any Indemnified Taxes or additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.14 or 2.16, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be materially disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.14 or 2.15, (ii) the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender) pursuant to Section 2.16, (iii) any Lender becomes a Defaulting Lender or (iv) any Lender shall become a Non-consenting Lender (as defined below), then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, (x) terminate the applicable Commitments of such Lender and repay the outstanding principal of its Loans of the relevant Class or Classes, accrued interest thereon, accrued fees and all other amounts payable to it hereunder as of such termination date or (y) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Sections 2.14, 2.15 or 2.16) and obligations under this Agreement and other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (A) the Borrower shall have received the prior written consent of the Administrative Agent (to the extent the consent of the Administrative Agent would be required under Section 9.04 and in circumstances where its consent would be required under Section 9.04, the Issuing Bank and the Swingline Lender), which consent shall not unreasonably be withheld, conditioned or delayed, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and funded participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (C) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.14, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation (and such termination repayment shall not occur) if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment, delegation, termination and repayment cease to apply (in the case of a termination and repayment, prior to the date fixed in the applicable notice to such lender for such termination and repayment). Each party hereto agrees that (1) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (2) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable assigning Lender, provided that any such documents shall be without recourse to or warranty by the parties thereto. In the event that (i) the Borrower or the Administrative Agent have requested the Lenders to consent to a departure or waiver of any provisions of the Loan Documents or to agree to any other modification thereto, (ii) the consent, waiver or other modification in question requires the agreement of all Lenders (or, all directly and adversely affected Lenders or any other Class or group of Lenders other than Required Lenders (or other applicable majority) in accordance with the terms of Section 9.02 and (iii) the Required Lenders (or, in the case of any Class voting, the holders of a majority of the outstanding Loans and unused Commitments in respect of such Class) have agreed to such consent, waiver or other modification, then any Lender who does not agree to such consent, waiver or other modification shall be deemed a " Non-consenting Lender ".

SECTION 2.19. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.11(a);

(b) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 2.17(b) or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Bank or Swingline Lender hereunder; third, to cash collateralize LC Exposure with respect to such Defaulting Lender in accordance with this Section 2.19; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth,

if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) cash collateralize future LC Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with this Section 2.19; sixth, to the payment of any amounts owing to the Lenders, the Issuing Banks or Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the Issuing Banks or Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or LC Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Disbursements owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure and Swingline Loans are held by the Lenders pro rata in accordance with the Commitments without giving effect to clause (d) below. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section 2.19 shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto;

(c) such Defaulting Lender shall not have the right to vote on any issue on which voting is required (other than to the extent expressly provided in Section 9.02(b)) and the Commitment and Revolving Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder or under any other Loan Document; provided that, except as otherwise provided in Section 9.02, this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender directly affected thereby;

(d) if any Swingline Exposure or LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swingline Exposure and LC Exposure of such Defaulting Lender (other than, in the case of a Defaulting Lender that is a Swingline Lender, the portion of such Swingline Exposure referred to in clause (b) of the definition of such term) shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only (x) to the extent that such reallocation does not, as to any non-Defaulting Lender, cause such non-Defaulting Lender's Revolving Exposure to exceed its Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one (1) Business Day following notice by the Administrative Agent (x) first, prepay such Swingline Exposure and (y) second, cash collateralize, for the benefit of the Issuing Bank, the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.05(j) for so long as such LC Exposure is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.12(a) and 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Bank or any other Lender hereunder, all letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Bank until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(e) so long as such Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Bank shall not be required to issue, amend, renew, extend or increase any Letter of Credit, unless it is satisfied that the related exposure and such Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.19(d), and Swingline Exposure related to any such newly made Swingline Loan or LC Exposure related to any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.19(d)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue or (ii) the Swingline Lender or the Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless the Swingline Lender or the Issuing Bank, as the case may be, shall have entered into arrangements with the Borrower or such Lender, satisfactory to the Swingline Lender or the Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder.

In the event that each of the Administrative Agent, the Borrower, the Swingline Lender and the Issuing Bank agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on the date of such readjustment such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

SECTION 2.20. Returned Payments. If, after receipt of any payment which is applied to the payment of all or any part of the Obligations (including a payment effected through exercise of a right of setoff), the Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion), then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent or such Lender. The provisions of this Section 2.21 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.21 shall survive the termination of this Agreement.

SECTION 2.21. Banking Services and Swap Agreements. Each Lender or Affiliate thereof providing Banking Services for, or having Swap Agreements (in each case, which have been designated as Secured Obligations) with, any Loan Party or any Subsidiary of a Loan Party, shall deliver to the Administrative Agent, promptly after entering into such Banking Services or Swap Agreements, written notice setting forth the aggregate amount of all Banking Services Obligations and Swap Obligations of such Loan Party or Subsidiary thereof to such Lender or Affiliate (whether matured or unmatured, absolute or contingent). In furtherance of that requirement, each such Lender or Affiliate thereof shall furnish the Administrative Agent, from time to time after a significant change therein or upon a request therefor, a summary of the amounts due or to become due in respect of such Banking Services Obligations and Swap Obligations. The most recent information provided to the Administrative Agent shall be used in determining which tier of the waterfall, contained in Section 2.17(b), such Banking Services Obligations and/or Swap Obligations will be placed. For the avoidance of doubt, so long as JPMCB or its Affiliate is the Administrative Agent, neither JPMCB nor any of its Affiliates providing Banking Services for, or having Swap Agreements with, any Loan Party or any Subsidiary of a Loan Party shall be required to provide any notice described in this Section 2.21 in respect of such Banking Services or Swap Agreements.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers. Each of the Loan Parties (a) is duly incorporated, organized or formed, as applicable, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its incorporation, organization or formation, as applicable, (b) has all requisite power and authority to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing in (to the extent such concept is applicable in the relevant jurisdiction), every jurisdiction where such qualification is required except, in each case referred to in clauses (a) (other than with respect to the Borrower), (b) and (c), where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.02. Authorization; Enforceability. The Transactions are within the Borrower's limited liability company powers and have been duly authorized by all necessary limited liability company action. This Agreement has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) filings necessary to perfect Liens created under the Collateral Documents and (iii) immaterial consents, approvals, registrations, filing or other actions, (b) will not violate any Requirement of Law or regulation or the charter, by-laws or other organizational documents applicable to the Borrower or any of its Subsidiaries, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Borrower or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Subsidiaries (unless such payment is de-minimis and not restricted hereunder), and (d) other than pursuant to the Collateral Documents, will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Subsidiaries except, where such violations or defaults referred to in clauses (b) and (c), individually, or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.04. Financial Condition; No Material Adverse Change. (a) The Borrower has heretofore furnished to the Lenders consolidated balance sheet and statements of income, stockholders equity and cash flows for Borrower (i) as of and for the Fiscal Year ended December 31, 2020, reported on by Deloitte & Touche LLP, independent public accountants, and (ii) as of and for the Fiscal Quarter ended June 30, 2021 and the portion of the Fiscal Year ended June 30, 2021 internally prepared by the Borrower. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) Since December 31, 2020, there has been no material adverse change in the business, assets, financial condition or results of operation of the Borrower and its Subsidiaries, taken as a whole.

SECTION 3.05. Properties. (a) Each of the Loan Parties has good title to, or valid leasehold interests in, all its real and personal property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes or where the failure to have such title or interest could not reasonably be expected to result in a Material Adverse Effect.

(b) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each of the Loan Parties owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material or necessary to its business and (ii) to the knowledge of the Borrower, the use thereof by the Loan Parties does not infringe upon the rights of any other Person.

(c) As of the Third Amendment Effective Date, all Domestic Subsidiaries that are required to execute Subsidiary Guaranties, all other Subsidiaries and all Permitted Joint Ventures are listed on Schedule 3.05.

SECTION 3.06. Litigation and Environmental Matters. (a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries (i) which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect

(other than the Disclosed Matters) or (ii) that, as of the Third Amendment Effective Date, involve any of the Loan Documents or the Transactions to be consummated in connection with the Third Amendment.

(b) Except for the Disclosed Matters and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received written notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

SECTION 3.07. Compliance with Laws and Agreements. Each of the Loan Parties is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.08. Investment Company Status. Neither the Borrower nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09. Taxes. Each of the Loan Parties has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes not overdue for more than thirty (30) days or, if more than thirty (30) days overdue, that are being contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect. No tax liens have been filed and no claims are being asserted with respect to any such taxes.

SECTION 3.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan in any material respect.

SECTION 3.11. Disclosure. (a) As of the Third Amendment Effective Date, none of the written reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender (other than information of a general economic or industry specific nature, projected financial information or other forward looking information) in connection with the negotiation of the Third Amendment or any other Loan Document executed in connection therewith (as modified or supplemented by other information so furnished), individually or when taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that projections may vary from actual results and that such variances may be material).

(b) As of the Effective Date, to the best knowledge of the Borrower, the information included in the Beneficial Ownership Certification provided on or prior to the Effective Date to any Lender in connection with this Agreement is true and correct in all respects.

SECTION 3.12. Solvency. As of the Third Amendment Effective Date, (a) the fair value of the aggregate of all assets of the Borrower and its Subsidiaries, taken as a whole, will exceed the aggregate amount of the debts and liabilities (subordinate, contingent or otherwise) of the Borrower and its Subsidiaries, taken as a whole; (b) the present fair saleable value of the property of the Borrower and its Subsidiaries, taken as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, (subordinated, contingent or otherwise), as such debts and other liabilities become absolute and matured; (c) the Borrower and

its Subsidiaries, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; (d) the Borrower and its Subsidiaries, taken as a whole, will not have unreasonably small capital with which to conduct their businesses in which they are engaged as such businesses are now conducted on the Third Amendment Effective Date; (e) no Loan Party is "insolvent" within the meaning of Section 101(32) of the Bankruptcy Code; and (f) no Loan Party has incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under any Loan Documents, or made any conveyance in connection therewith, with actual intent to hinder, delay or defraud either present or future creditors of such Loan Party or any of its Subsidiaries. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standards No. 5).

SECTION 3.13. Security Interest in Collateral. The Collateral Documents are sufficient to create legal and valid Liens on all of the Collateral in favor of the Administrative Agent, for the benefit of the Secured Parties (subject to applicable bankruptcy, insolvency, reorganization, moratorium, capital impairment, recognition of judgments, recognition of choice of law, enforcement of judgments or other similar laws or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law), and, upon the filing of appropriate financing statements, the recordation of the applicable Mortgages and, with respect to any intellectual property, filings in the United States Patent and Trademark Office and the United States Copyright Office, or taking such other action as may be required for perfection under applicable law, such Liens will constitute, to the extent required by the Loan Documents, perfected and continuing Liens on the Collateral, securing the Secured Obligations, enforceable against the applicable Loan Party and all third parties, and having priority over all other Liens on the Collateral other than with respect to Liens expressly permitted by Section 6.02, to the extent any such Liens would have priority over the Liens in favor of the Administrative Agent pursuant to any applicable law (it being understood that subsequent filings and recordings may be necessary to perfect Liens on the Collateral pursuant to Section 5.09).

SECTION 3.14. Labor Disputes. As of the Third Amendment Effective Date, there are no strikes, lockouts or slowdowns against the Borrower or any Subsidiary pending or, to the knowledge of the Borrower, threatened in writing, in each case, (i) which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) are related to labor disputes.

SECTION 3.15. No Default. No Event of Default has occurred and is continuing.

SECTION 3.16. Federal Reserve Regulations. No Loan Party is engaged and will not engage, principally or as one of its important or primary activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of any Borrowing or Letter of Credit hereunder will be used to buy or carry any Margin Stock in violation of or in a manner inconsistent with Regulation U of the Board of Governors of the Federal Reserve. Following the application of the proceeds of each Borrowing or drawing under each Letter of Credit, not more than 25% of the value of the assets (either of any Loan Party only or of the Loan Parties and their Subsidiaries on a consolidated basis) will be Margin Stock.

SECTION 3.17. Subordinated Debt. As of the Third Amendment Effective Date, all Subordinated Debt Documents are described on Schedule 3.17 hereto, and there are no other documents, agreements or instruments evidencing or relating to the Subordinated Debt as of the Third Amendment Effective Date other than as described on Schedule 3.17 hereto. Complete and accurate copies of all documents, agreements or instruments described on Schedule 3.17 have been delivered to the Administrative Agent on or prior to the Third Amendment Effective Date.

SECTION 3.18. Anti-Corruption Laws and Sanctions. The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective officers and employees and, to the knowledge of the Borrower, their directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, its Subsidiaries or any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or its Subsidiaries that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions in any material respect. The foregoing representations in this Section 3.18 will not apply to any party hereto to which Council Regulation (EC) 2271/96 (the "Blocking Regulation") applies, if and to the extent that such representations are or would be unenforceable by or in respect of that party pursuant

to, or would otherwise result in a breach and/or violation of, (i) any provision of the Blocking Regulation (or any law or regulation implementing the Blocking Regulation in any member state of the European Union), (ii) any similar blocking or anti-boycott law in the United Kingdom or (iii) section 7 of the German Foreign Trade Ordinance (*Verordnung zur Durchführung des Außenwirtschaftsgesetzes* (*Außenwirtschaftsverordnung – AWV*)) in connection with sections 4 and 19 para (3) no. 1 (a) of the German Foreign Trade Act, or any other comparable anti-boycott law, regulation or statute that is in force from time to time in Germany.

SECTION 3.19. Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

SECTION 3.20. [Reserved].

SECTION 3.21. Plan Assets; Prohibited Transactions. None of the Loan Parties or any of their Subsidiaries is an entity deemed to hold "plan assets" (within the meaning of the Plan Asset Regulations), and neither the execution, delivery nor performance of the transactions contemplated under this Agreement, including the making of any Loan and the issuance of any Letter of Credit hereunder, will give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

ARTICLE IV
CONDITIONS

SECTION 4.01. Effective Date. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Loan Documents. The Administrative Agent (or its counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence reasonably satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement and (ii) duly executed copies of the Loan Documents and such other legal opinions, certificates, documents, instruments, lien searches and agreements and other conditions and requirements as the Administrative Agent shall reasonably request in connection with the transactions contemplated by this Agreement and the Loan Documents, including without limitation all pledged share certificates and instruments, all surveys, title policies, appraisals and environmental reports, all stock powers and all other agreements, instruments and documents required by the Administrative Agent in connection with the Collateral Documents and other Loan Documents, all in form and substance satisfactory to the Administrative Agent and its counsel.

(b) Financial Statements and Projections. The Lenders shall have received such financial and projections statements as the Administrative Agent may reasonably request (including, without limitation, a detailed description of the assumptions used in preparing such projections).

(c) Certificate. The Administrative Agent shall have received a certificate, signed by a Financial Officer or other executive officer of the Borrower, on the initial Borrowing date (i) stating that no Default or Event of Default has occurred and is continuing, (ii) stating that the representations and warranties contained in Article III are true and correct as of such date, and (iii) attaching all LLC Agreements in effect on the Effective Date.

(d) Fees. The Lenders and the Administrative Agent shall have received, substantially concurrently with the effectiveness hereof, all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel to the Administrative Agent), on or before the Effective Date. All such amounts will be paid with proceeds of Loans made on the Effective Date and will be reflected in the funding instructions given by the Borrower to the Administrative Agent on or before the Effective Date.

(e) Existing Indebtedness. The Borrower, its Subsidiaries and Guarantors shall have paid, concurrently with the initial Loans hereunder, all Indebtedness that is not permitted hereunder and terminate all credit facilities and all liens and security interests relating thereto, all in a manner satisfactory to the Administrative Agent and its counsel.

(f) Insurance. The Administrative Agent shall have received evidence of insurance coverage in form, scope, and substance reasonably satisfactory to the Administrative Agent and otherwise in compliance with the terms of Section 5.05.

(g) USA PATRIOT Act, Etc. (i) The Administrative Agent shall have received, (x) at least five (5) days prior to the Effective Date, all documentation and other information regarding the Borrower requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, to the extent requested in writing of the Borrower at least ten (10) days prior to the Effective Date, and (y) a properly completed and signed IRS Form W-8 or W-9, as applicable, for each Loan Party, and (ii) to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least five (5) days prior to the Effective Date, any Lender that has requested, in a written notice to the Borrower at least the (10) days prior to the Effective Date, a Beneficial Ownership Certification in relation to the Borrower shall have received such Beneficial Ownership Certification (provided that, upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (ii) shall be deemed to be satisfied).

(h) Miscellaneous. The Administrative Agent shall have received such other documents, and evidence of the satisfaction of such other conditions as requested by the Administrative Agent.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding; provided, that the Effective Date shall be deemed to have occurred upon the initial funding of Loans by the Lenders.

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of the Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions (subject to Section 2.08(e) in the case of a Limited Condition Transaction Incremental Loan):

(a) The representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct in all material respects with the same effect as though made on and as of the date of such Borrowing or the date of issuance, amendment or extension of such Letter of Credit, as applicable (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects).

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing (subject, in the case of any Loan or Letter of Credit being used to finance a Limited Condition Transaction, to Section 1.08).

Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section 4.02. Notwithstanding anything in this Section 4.02 to the contrary, in the case of any Limited Condition Transaction Incremental Loan, the only conditions precedent to the funding of such Limited Condition Transaction Incremental Loan shall be the conditions precedent set forth in Section 2.08(e).

ARTICLE V
AFFIRMATIVE COVENANTS

Until all of the Obligations shall have been Paid in Full, the Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements; Ratings Change and Other Information. The Borrower will furnish to the Administrative Agent and each Lender:

(a) by no later than one hundred twenty (120) days after the end of each Fiscal Year, its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in

each case (other than for the 2019 Fiscal Year) in comparative form the figures for the previous Fiscal Year, all reported on by Deloitte & Touche LLP, or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit (other than a qualification, exception or explanation resulting solely from any upcoming maturity date of any Indebtedness occurring within one year from the time such opinion is delivered or actual or prospective anticipated defaults under any financial covenants under any such Indebtedness)) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP;

(b) by no later than forty-five (45) days after the end of the first three Fiscal Quarters, its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such Fiscal Quarter and the then elapsed portion of the Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, all certified by a Financial Officer of the Borrower as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with the delivery of financial statements under clause (a) or (b) above, a Compliance Certificate (i) certifying as to whether a Default, which has not previously been disclosed or which has not been cured, has occurred and, if such a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.13, (iii) internally prepared consolidated balance sheet and related statements of operations, stockholders' equity and cash flows for the dates and periods as in clause (a) or (b) above eliminating the Reinsurance Subsidiary as required under Section 1.04, together with any detail reasonably requested by the Administrative Agent showing the eliminations or adjustments required under Section 1.04, (iv) financial statements of the character and for the dates and periods as in clause (a) or (b) above for the Reinsurance Subsidiary and its subsidiaries, together with any detail reasonably requested by the Administrative Agent in connection therewith, and (v) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) by no later than March 31 of each calendar year, the annual budget of the Borrower and its Subsidiaries for such calendar year in form and detail reasonably satisfactory to the Administrative Agent;

(e) promptly following any request therefor, (x) such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender may reasonably request and (y) any information and documentation reasonably requested by the Administrative Agent (or any Lender through the Administrative Agent) for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation;

(f) promptly after any reasonable request therefor by the Administrative Agent (or any Lender through the Administrative Agent), copies of (i) any documents described in Section 101(k) and 101(l) of ERISA that the Borrower or any ERISA Affiliate may request of any Multiemployer Plans and (ii) any notices described in Section 101(l)(1) of ERISA that the Borrower or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided that if the Borrower or any ERISA Affiliate has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, the Borrower or the applicable ERISA Affiliate shall promptly make a request for such documents and notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof; and

(g) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by any Loan Party or any Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the

functions of the SEC, or with any national securities exchange, or distributed by the Borrower to its shareholders generally, as the case may be, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto; provided that notwithstanding the foregoing, the obligations in this Section 5.01(g) may be satisfied so long as such information is publicly available on the SEC's EDGAR website.

Documents required to be delivered pursuant to Section 5.01(a) and (b) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which such materials are publicly available as posted on the Electronic Data Gathering, Analysis and Retrieval system ("EDGAR"); or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether made available by the Administrative Agent); provided that: (A) upon written request by the Administrative Agent (or any Lender through the Administrative Agent) to the Borrower, the Borrower shall deliver paper copies of such documents to the Administrative Agent or such Lender until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (B) the Borrower shall notify the Administrative Agent and each Lender (by facsimile or through Electronic System) of the posting of any such documents and provide to the Administrative Agent through Electronic System electronic versions (i.e., soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such document to it and maintaining its copies of such documents. Notwithstanding the foregoing, the obligations in clauses (a) and (b) of this Section 5.01 may be satisfied by furnishing (A) the applicable financial statements, reports or other information required by such paragraphs of any Holdco Entity or (B) any Holdco Entity's Form 10-K or 10-Q, as applicable, filed with the SEC, in each case, within the time periods specified in such paragraphs; provided that, with respect to each of clauses (A) and (B), (i) to the extent such financial statements, reports or other information relate to such Holdco Entity, such financial statements, reports and information shall be accompanied by information that explains in reasonable detail the differences between the information relating to such Holdco Entity, on the one hand, and the information relating to the Borrower on a standalone basis, on the other hand, which information shall be certified by a Financial Officer of the Borrower as having been fairly presented in all materials respects and (ii) to the extent such statements are in lieu of statements required to be provided under Section 5.01(a), such statements shall be accompanied by a report from such Holdco Entity's certified public accountants, which report shall satisfy the applicable requirements set forth in Section 5.01(a).

SECTION 5.02. Notices of Material Events. The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any Proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrower or any Subsidiary thereof that could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(d) notice of any action arising under any Environmental Law or of any noncompliance by the Borrower or any Subsidiary with any Environmental Law or any permit, approval, license or other authorization required thereunder that could reasonably be expected to result in a Material Adverse Effect;

(e) any material change in accounting or financial reporting practices by the Borrower or any Subsidiary;

(f) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect;

(g) the receipt of any written notice or other correspondence from the SEC (or comparable agency in any applicable non U.S. jurisdiction) concerning any investigation or possible investigation of other inquiry by the SEC or such other agency regarding financial or other operational results of the Borrower or any Subsidiary that could reasonably be expected to have a Material Adverse Effect; and

(h) upon the request of any Lender, any change in the information provided in the Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice delivered under this Section 5.02 (i) shall contain a heading or a reference line that reads "Notice under Section 5.02 of the Hagerty Amended and Restated Credit Agreement dated December 12, 2018" and (ii) shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth reasonable details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Borrower will, and will cause each of its Subsidiaries to, (a) do or cause to be done all things necessary to preserve, renew and keep in full force and effect (i) its legal existence except, solely in the case of a Subsidiary (other than a Loan Party), where the failure to do so could not reasonably be expected to result in a Material Adverse Effect and (ii) all of its rights, licenses, permits, privileges and franchises material or necessary to the conduct of its business, including without limitation its insurance agency and other insurance arrangements; provided that the foregoing shall not prohibit (i) any merger, consolidation, liquidation or dissolution permitted under Section 6.03 or (ii) any change in the insurance companies providing the insurance and reinsurance for the customers of the Borrower and its Subsidiaries or any change in its insurance agency and other arrangements if such change could not reasonably be expected to result in a Material Adverse Effect and (b) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted or any business, operations and activities that are reasonably similar, related, ancillary, complimentary or incidental thereto or a reasonable extension, development or expansion thereof.

SECTION 5.04. Payment of Taxes. The Borrower will, and will cause each of its Subsidiaries to, pay its Tax liabilities, that, if not paid, could result in a Material Adverse Effect, except where (a)(i) the validity or amount thereof is being contested in good faith by appropriate proceedings and (ii) the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (b) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted, except to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect and (b) maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained under similar circumstances by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 5.06. Books and Records; Inspection Rights. The Borrower will, and will cause each of its Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities in order to permit the preparation of financial statements in accordance with GAAP. The Borrower will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior written notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its Financial Officers and independent accountants, all at such reasonable times during normal business hours and as often as reasonably requested. The Borrower acknowledges that the Administrative Agent, after exercising its rights of inspection, may prepare and distribute to the Lenders certain Reports pertaining to the Loan Parties' assets for internal use by the Administrative Agent and the Lenders; provided that (a) the Borrower shall not be required to reimburse such expenses unless an Event of Default exists at the time thereof and (b) the Borrower shall have the opportunity to be present at any meeting with its independent accountants. Notwithstanding anything to the contrary in this Section 5.06, the Borrower and any Subsidiary will not be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) in respect of which disclosure to the Administrative Agent or any Lender (or their respective agents, representatives or contractors) is prohibited by law or any binding agreement not entered into in contemplation of avoiding such inspection and disclosure rights, (ii) that is subject to attorney client or similar privilege or constitutes attorney work product, (iii) in respect of which the Borrower or any Subsidiary owes confidentiality obligations to any third party not entered into in contemplation of avoiding such inspection and disclosure or (iv) that constitutes non-financial trade secrets or non-financial proprietary information of the Borrower or any Subsidiary thereof or any customers or suppliers of the foregoing (except to the extent the Administrative Agent or Lender seeking to inspect such trade secrets or proprietary information enters into a separate confidentiality agreement reasonably acceptable to the Borrower with respect to such trade secrets or proprietary information).

SECTION 5.07. Compliance with Laws. The Borrower will, and will cause each of its Subsidiaries to, (i) comply with each Requirement of Law applicable to it or its property (including without limitation Environmental Laws) and (ii) perform in all material respects its obligations under any order, writ, injunction or decree applicable to it or its property, except where, in each case, the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Borrower will not, and will not permit any of its Subsidiaries, to be or become subject at any time to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits any Lender from making any advance or extension of credit to the Borrower or Guarantor or from otherwise conducting business with the Borrower or any Guarantor, or fail to provide documentary and other evidence of the Borrower's or any Guarantor's identity as may be requested by any Lender at any time to enable such Lender to verify the Borrower's or such Guarantor's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions in all material respects.

SECTION 5.08. Use of Proceeds and Letters of Credit. The proceeds of the Loans will be used for refinancing certain Indebtedness in existence on the Effective Date and for working capital needs and for other general business purposes of the Loan Parties (including the payment of any Transaction Costs). No part of the proceeds of any Loan and no Letter of Credit will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Federal Reserve Board, including Regulations T, U and X. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall ensure that their Subsidiaries and their respective directors, officers and employees shall not use, the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in material violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the material violation of any Sanctions applicable to any party hereto.

SECTION 5.09. Collateral Security; Further Assurances. (a) Subject to clause (b) below, to guarantee or secure the payment when due of the Secured Obligations, the Borrower shall execute and deliver, or cause to be executed and delivered, to the Lenders and the Administrative Agent Collateral Documents granting or providing for the following:

(i) Subsidiary Guaranties of all present and future wholly-owned Domestic Subsidiaries (other than Excluded Subsidiaries).

(ii) Security Agreements granting a first priority, enforceable Lien and security interest, subject only to Liens permitted by Section 6.02, on all Collateral.

(iii) Mortgages and other documents and conditions required under the Loan Documents with respect to any present and future real property owned by the Borrower or any Guarantor (other than Excluded Property) granting a first priority, enforceable Lien and security interest, subject only to Liens permitted by Section 6.02, on all present and future owned real property (other than Excluded Property).

(iv) All other security and collateral required to be delivered by any Loan Party under the express terms of the Collateral Documents.

(b) The Borrower agrees that it will promptly notify the Administrative Agent of the formation or acquisition of any Domestic Subsidiary (other than an Excluded Subsidiary) or the acquisition of any assets on which a Lien is required to be granted and that is not covered by existing Collateral Documents. The Borrower agrees that it will promptly execute and deliver, or cause each such wholly-owned Domestic Subsidiary to execute and deliver, promptly upon the request of the Administrative Agent, such additional Collateral Documents and other agreements, documents and instruments, each in form and substance reasonably satisfactory to the Administrative Agent, sufficient to grant to the Administrative Agent, for the benefit of the Secured Parties, the guaranties and Liens contemplated by this Agreement and the Collateral Documents. To the extent required by the Collateral Documents and so long

as such property is not Excluded Property, the Borrower shall deliver, and cause each Guarantor to deliver, to the Administrative Agent all original instruments payable to it with any endorsements thereto required by the Administrative Agent and all original certificated securities and other certificates with respect to any Equity Interests owned by the Borrower or any Subsidiary with any blank stock or other powers required by the Administrative Agent. Additionally, the Borrower shall cause any such Person that becomes a wholly-owned Domestic Subsidiary (other than an Excluded Subsidiary), promptly upon the request of the Administrative Agent, to execute and deliver such certificates, legal opinions, title work and insurance, surveys, lien searches, environmental reports, organizational and other charter documents, resolutions and other documents and agreements as may be reasonably requested by Administrative Agent to give effect to this Section 5.09 and, in any event, substantially consistent with those delivered by the Loan Parties to the Administrative Agent on or prior to the Third Amendment Effective Date. The Borrower shall execute and deliver to the Administrative Agent such modifications to the terms of the Loan Documents (or, to the extent applicable as reasonably determined by the Administrative Agent, such other documents), in each case in form and substance reasonably satisfactory to the Administrative Agent and as the Administrative Agent deems reasonably necessary in order to ensure that any such wholly-owned Domestic Subsidiary (other than an Excluded Subsidiary) provides the guaranties and Liens contemplated by this Agreement and the Collateral Documents. The Borrower shall execute and deliver, and cause each Guarantor to execute and deliver, promptly upon the request of the Administrative Agent, such agreements and instruments evidencing any intercompany loans or other advances among any Loan Party and the Subsidiaries, or any of them, and all such intercompany loans or other advances shall be, and are hereby made, subordinate and junior to the Secured Obligations and no payments may be made on such intercompany loans or other advances upon and during the continuance of an Event of Default unless otherwise agreed to by the Administrative Agent.

SECTION 5.10. Change of Name or Location; Change of Fiscal Year. The Borrower shall give the Administrative Agent prior written notice of any (a) change in the Borrower's or any Guarantor's name as it appears in official filings in the state of its incorporation, organization or formation, as applicable, (b) change in the Borrower's or any Guarantor's chief executive office or principal place of business, (c) change in the type of entity that the Borrower or any Guarantor is, (d) change in the Borrower's or any Guarantor's corporate or organizational identification number, if any, issued by its state of incorporation, organization or formation, as applicable, or (e) change in the Borrower's or any Guarantor's state of incorporation, organization or formation, as applicable.

SECTION 5.11. Additional Covenants. If at any time the Borrower or any of its Subsidiaries shall enter into or be a party to any secured credit facilities evidencing Indebtedness for borrowed money with commitments and loans exceeding $15,000,000, which includes any material covenants or defaults not substantially provided for in this Agreement or more favorable to the lender or lenders thereunder than those provided for in this Agreement (taken as a whole), then the Borrower shall promptly so advise the Administrative Agent and the Lenders. Thereupon, if the Administrative Agent or the Required Lenders shall request, upon notice to the Borrower, the Administrative Agent, the Lenders and the Borrower shall enter into an amendment to this Agreement or an additional agreement (as the Administrative Agent may reasonably request), providing for substantially the same material covenants and defaults as those provided for in such secured credit facility to the extent required and as may be selected by the Administrative Agent.

SECTION 5.12. [Reserved]

SECTION 5.13. Depository Banks. Each Loan Party shall maintain the Administrative Agent as such Loan Party's principal disbursement and depository bank. For avoidance of doubt, Loan Parties shall be permitted to maintain disbursement and depository accounts at other Lenders so long as the Administrative Agent is the Loan Parties' principal disbursement and depository bank.

SECTION 5.14. Anti-Corruption Laws. The Borrower will, and will cause each of its Subsidiaries to, maintain policies, procedures, and internal controls reasonably designed to ensure compliance with the applicable Anti-Corruption Laws.

ARTICLE VI
NEGATIVE COVENANTS

Until all of the Obligations shall have been Paid in Full, the Borrower covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness created under the Loan Documents;

(b) Indebtedness existing as of the Third Amendment Effective Date and set forth in Schedule 6.01;

(c) (i) Indebtedness among the Borrower and its Subsidiaries to the extent permitted by Section 6.04 and (ii) Indebtedness owing by the Borrower to any Holdco Entity in an amount not to exceed the aggregate amount of Restricted Payments permitted to be made by the Borrower to the Holdco Entities in compliance with Section 6.06 so long as the repayment of such Indebtedness is subordinated to the Obligations in a manner reasonably acceptable to the Administrative Agent, it being agreed that payments on such Indebtedness may be made unless an Event of Default has occurred and is continuing or would be caused thereby;

(d) guarantees by the Borrower of Indebtedness of any Guarantor, by any Subsidiary of Indebtedness of the Borrower or any Guarantor and by any Loan Party with respect to any subsidiary, in each case to the extent permitted hereby;

(e) Indebtedness of the Borrower or any Subsidiary incurred to finance the acquisition, replacement, repair, maintenance, construction or improvement of any fixed or capital assets and the costs of the installation, prepaid maintenance and fees, costs and expenses in connection with the acquisition, replacement, repair maintenance, construction, improvement, assumption or installation, including Capital Lease Obligations, purchase money indebtedness and any Indebtedness assumed in connection with the acquisition, replacement, repair, maintenance, construction or improvement of any such assets and the costs of the installation, prepaid maintenance and fees, costs and expenses in connection with the acquisition, replacement, repair maintenance, construction, improvement, assumption or installation or secured by a Lien on any such assets prior to the acquisition or the completion of the replacement, repair, maintenance, construction or improvement thereof; provided that (i) such Indebtedness is incurred prior to or within three hundred sixty-five (365) days (or such longer period as the Administrative Agent may agree in its sole discretion) after such acquisition or the completion of such replacement, repair, maintenance, construction or improvement or assumption and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) shall not exceed, on or after the Third Amendment Effective Date, the greater of (x) $6,000,000 or (y) 10% of Consolidated EBITDA (determined as of any date for the most recently ended four consecutive Fiscal Quarters) without the prior written consent of the Required Lenders;

(f) Indebtedness arising under Swap Agreements permitted under Section 6.05;

(g) Indebtedness resulting from Investments permitted by Section 6.04;

(h) Indebtedness arising under indemnity agreements to title insurers to cause such title insurers to issue title insurance policies in the ordinary course of business;

(i) Indebtedness incurred in respect of (i) Banking Services; (ii) (A) trade contracts, government contracts, performance bonds, bid bonds, appeal bonds, surety bonds, custom bonds, reclamation bonds and completion guarantees, return of money and similar obligations not in connection with money borrowed, including those incurred to secure health, safety and environmental obligations and (B) guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments supporting the foregoing items described in subclause (A); (iii) Indebtedness owed to any Person consisting of unpaid premiums for insurance (including property, casualty, business interruption or liability insurance) of the Borrower or any of its Subsidiaries, so long as such Indebtedness shall not be in excess of the amount of the applicable unpaid premiums; (iv) take-or-pay obligations contained in supply arrangements, (v) obligations to reacquire assets or inventory in connection with customer financing arrangements; and/or (vi) Indebtedness of the Borrower or any Subsidiary consisting of obligations owing under incentive, supply, license or similar agreements, in each case, entered into in the ordinary course of business or consistent with past practice;

(j) Indebtedness arising from agreements of the Borrower or a Subsidiary of the Borrower providing for indemnification, adjustment of purchase price or other similar obligations, in each case, incurred or assumed in connection with (A) the Disposition of any business, assets or subsidiary of the Borrower or (B) any Permitted Acquisition or other Investments permitted under this Agreement;

(k) Indebtedness of any Person that becomes a Subsidiary on or after the date of this Agreement or otherwise assumed in connection with any Permitted Acquisition or other Investment permitted hereunder; provided that such Indebtedness, (i) exists at the time such Person becomes a Subsidiary or such Acquisition or other Investment occurs, (ii) is not created in anticipation or contemplation of such Person becoming a Subsidiary or such Acquisition or other Investment occurring, (iii) is not directly or indirectly recourse to any of the Loan Parties or any of their respective assets, other than to the Person that becomes a Subsidiary and its subsidiaries or the assets acquired and the improvements thereon and proceeds and products thereof (it being understood that individual financings of the type permitted under this clause (k) provided by any Person may be cross-collateralized to other financings of such type provided by such Person or its Affiliates), (iv) does not exceed the greater of (x) $10,000,000 or (y) 10% of Consolidated EBITDA (determined as of any date for the most recently ended four consecutive Fiscal Quarters), and (v) after giving effect to such Indebtedness, the Borrower would be in compliance, on a Pro Forma Basis, with the financial covenants set forth in Section 6.13;

(l) Indebtedness consisting of "earnouts" and other similar deferred consideration in respect of Permitted Acquisitions and other Investments permitted under this Agreement; provided that in the event the aggregate amount of any such earnouts or similar deferred consideration exceeds, for any Fiscal Year, $20,000,000 (valued at the maximum potential amount payable with respect to each such Indebtedness), Borrower shall cause any such additional earnout and deferred consideration to be subordinated to the Obligations on terms and conditions which are reasonably satisfactory to the Administrative Agent;

(m) Indebtedness consisting of promissory notes issued by the Borrower or any Subsidiary of the Borrower to current or former directors, officers, employees, managers and consultants of any Holdco Entity, the Borrower or any subsidiary (or their respective spouses, former spouses, domestic partners, former domestic spouses, successors, executors, administrators, heirs, legatees or distributees) to finance the redemption, purchase or other acquisition or retirement for value by any Holdco Entity of its Equity Interests; provided that at the time of the issuance of such promissory note such redemption, purchase or other acquisition or retirement (or the Restricted Payment to facilitate such redemption, purchase or other acquisition or retirement) is otherwise permitted by this Agreement;

(n) (i) unfunded pension fund and other employee benefit plan obligations and liabilities incurred by the Loan Parties and the Subsidiaries in the ordinary course of business and (ii) Indebtedness of the Borrower or any Subsidiary representing (x) deferred compensation to current or former directors, officers, employees, members of management, managers and consultants of the Borrower, any subsidiary or any Holdco Entity in the ordinary course of business and (y) deferred compensation or other similar arrangements in connection with any Permitted Acquisition or any other transaction permitted under this Agreement;

(o) (i) guaranties by the Borrower or any Subsidiary of the obligations of suppliers, customers and licensees in the ordinary course of business, (ii) Indebtedness incurred in the ordinary course of business in respect of obligations of the Borrower or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services or in respect of customer deposits or advance payments received in the ordinary course of business and (iii) Indebtedness in respect of letters of credit, bankers' acceptances, bank guaranties or similar instruments supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(p) Indebtedness of the Borrower or any Subsidiary in respect of any letter of credit or bank guarantee issued in favor of any Issuing Bank to support any Defaulting Lender's participation in Letters of Credit issued hereunder;

(q) Indebtedness of the Borrower or any Subsidiary supported by any Letter of Credit or any other letter of credit, bank guaranty or similar instrument otherwise permitted by this Section 6.01;

(r) Indebtedness in an aggregate outstanding principal amount not to exceed the amount of Restricted Payments permitted under Section 6.06(e) at the time of such incurrence; provided that any such Indebtedness incurred in lieu of such Restricted Payments shall reduce availability under the Restricted Payment basket under Section 6.06(e);

(s) all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and charges with respect to Indebtedness of the Borrower or any Subsidiary otherwise permitted hereunder;

(t) Permitted Refinancing Indebtedness in respect of Indebtedness incurred pursuant to clauses (b), (e), (i), (j), (k), (l), (m), (r) and (u) of this Section 6.01; and

(u) Indebtedness not otherwise permitted by this Section 6.01 not in excess of the greater of (i) $6,000,000 or (ii) 10% of Consolidated EBITDA (determined as of any date for the most recently ended four consecutive Fiscal Quarters) in the aggregate at any time outstanding.

SECTION 6.02. Liens. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of the Borrower or any Subsidiary existing on the Third Amendment Effective Date and set forth in Schedule 6.02 and the replacement, extension or renewal thereof in connection with any Permitted Refinancing Indebtedness in respect of the Indebtedness (or the replacement, extension or renewal of the obligations) secured thereby; provided that such Lien shall not apply to any other property or asset of the Borrower or any Subsidiary other than improvements thereon and the proceeds and products thereof (it being understood that individual financings of the type permitted under Section 6.01(b) provided by any Person may be cross-collateralized to other financings of such type permitted under this Agreement and provided by such Person or its Affiliates);

(c) Liens on fixed or capital assets acquired, replaced, repaired, constructed or improved by the Borrower or any Subsidiary and the replacement, extension or renewal thereof in connection with any Permitted Refinancing Indebtedness in respect of the Indebtedness (or the replacement, extension or renewal of the obligation) secured thereby; provided that (i) the Indebtedness secured thereby is permitted by Section 6.01(e), (ii) the Indebtedness secured thereby is incurred prior to or within three hundred sixty-five (365) days (or such longer period as the Administrative Agent may agree in its discretion) after such acquisition or the completion of such replacement, repair, maintenance, construction or improvement or assumption, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, replacing, repairing, constructing or improving such fixed or capital assets and the costs of the installation, prepaid maintenance and fees, costs and expenses in connection with the acquisition, replacement, repair maintenance, construction, improvement, assumption or installation and (iv) such security interests shall not apply to any other property or assets of the Borrower or any Subsidiary other than improvements thereon and the proceeds and products thereof (it being understood that individual financings of the type permitted under Section 6.01(e) provided by any Person may be cross-collateralized to other financings of such type permitted under this Agreement and provided by such Person or its Affiliates);

(d) Liens on property of a Person existing at the time such Person is acquired or merged with or into or consolidated with any Loan Party or any Subsidiary or on assets otherwise acquired in a Permitted Acquisition or other Investment permitted hereunder, in each case, to the extent permitted hereunder; provided that such Liens (i) do not extend to property not subject to such Liens at the time of acquisition other than the improvements thereon and the proceeds and products thereof (it being understood that individual financings of the type permitted under Section 6.01(e) provided by any Person may be cross-collateralized to other financings permitted under this Agreement of such type provided by such Person or its Affiliates) and (ii) are not created in anticipation or contemplation of such acquisition, merger or consolidation or other Investment;

(e) Liens on rights under insurance policies and proceeds thereof securing obligations permitted by Section 6.01(i)(iii); and

(f) other Liens securing Indebtedness or other obligations; provided, that the aggregate outstanding amount of Indebtedness or other obligations secured by the Liens permitted by this subparagraph (d) shall not exceed the greater of (i) $6,000,000 or (ii) 10% of Consolidated EBITDA (determined as of any date for the most recently ended four consecutive Fiscal Quarters).

Notwithstanding anything herein to the contrary, all Liens in favor of the Administrative Agent to secure the Secured Obligations are permitted hereunder.

SECTION 6.03. Fundamental Changes. (a) The Borrower will not, and will not permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or Dispose of (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) any of its assets (other than cash or Permitted Investments and/or other assets that were Permitted Investments when the relevant original Investment was made in the ordinary course of business), or liquidate or dissolve, except for the following:

(i) (A) Dispositions of inventory, goods and/or services in the ordinary course of business, (B) Dispositions of property that is or has become obsolete, damaged, worn out or surplus, (C) non-exclusive licenses or sublicenses of intellectual property, (D) the lapse, abandonment, cancellation or other Disposition of Intellectual Property that is, in the reasonable good faith judgment of the Borrower, no longer material to the conduct of the business of the Borrower and its Subsidiaries, taken as a whole, or no longer commercially reasonable to maintain, and (E) Dispositions of equipment or real property to the extent that such property is exchanged for credit against the purchase price of similar replacement property or the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(ii) a true lease or sublease of property not constituting Indebtedness and not entered into as part of a sale and leaseback transaction;

(iii) Dispositions (i) by and among the Borrower and any of its subsidiaries which if made by a Loan Party to a non-Loan Party for less than fair market value (as reasonably estimated by the Borrower) is an Investment permitted under Section 6.04 and (ii) comprised of Permitted Intercompany Activities;

(iv) any Restricted Payment by the Borrower or any Subsidiary not restricted pursuant to Section 6.06;

(v) (A) any Disposition or issuance by the Borrower of its own Equity Interests, (B) any Disposition or issuance by any Subsidiary of the Borrower of its own Equity Interests to its equity holders, provided, however, that the proportion of such Equity Interests and of each class of such Equity Interests (both on an outstanding and fully-diluted basis) held by the Loan Parties, taken as a whole, does not change as a result of such Disposition or issuance, except as otherwise permitted under this Agreement, (C) to the extent necessary to satisfy any Requirements of Law in the jurisdiction of incorporation, organization or formation, as applicable, of any Subsidiary of the Borrower, any Disposition or issuance by such Subsidiary of its own Equity Interests constituting directors' qualifying shares or nominal holdings, and (D) any Investments permitted by Section 6.04;

(vi) Dispositions of accounts receivable in connection with the collection or compromise thereof in the ordinary course of business or in any situation of a work-out or financial distress, in each case, of the Person owing such accounts receivable;

(vii) terminations or the unwinding of any Swap Agreement pursuant to its terms which Swap Agreement is not prohibited under this Agreement;

(viii) to the extent constituting Dispositions, Liens permitted by Section 6.02;

(ix) Dispositions of property subject to or resulting from casualty losses and condemnation proceedings (including in lieu thereof or any similar proceedings);

(x) foreclosures or transfers of condemned property as a result of the exercise of "eminent domain" or other similar policies to the respective Governmental Authority or agency that has condemned the same (whether by deed in lieu of condemnation or otherwise) and transfers of properties that have been subject to a casualty to the respective insurer of such property as part of an insurance settlement;

(xi) leases, subleases, licenses or sublicenses or terminations thereof, in each case in the ordinary course of business and which do not materially interfere with the business of the Borrower and its Subsidiaries, taken as a whole;

(xii) Dispositions, abandonments, cancellations or lapses of intellectual property rights, or issuance or registration, or applications for issuance or registration, of intellectual property rights, which, in the reasonable good faith determination of the Borrower, are not material to the conduct of the business of the Borrower or any of its Subsidiaries, or are no longer economical to maintain in light of its use;

(xiii) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(xiv) Dispositions made to comply with any order of any Governmental Authority or any applicable Requirement of Law;

(xv) any sale of motor vehicles and information technology equipment purchased at the end of an operating lease and resold thereafter;

(xvi) the issuance of directors' qualifying shares and shares issued to foreign nationals as required by applicable Requirements of Law;

(xvii) Dispositions to effect the formation of any Subsidiary that is a Division Successor, provided that upon formation of such Division Successor, the Borrower has complied with Section 5.09, to the extent applicable;

(xviii) Dispositions in the aggregate not to exceed the greater of (x) $6,000,000 or (y) 10% of Consolidated EBITDA (determined as of any date for the most recently ended four consecutive Fiscal Quarters);

(xix) to the extent constituting Dispositions, Investments permitted by Section 6.04;

(xx) the merger, consolidation or amalgamation of (A) any Subsidiary of the Borrower into or with any Loan Party, (B) any Subsidiary of the Borrower that is not a Loan Party into or with any other Subsidiary of the Borrower that is not a Loan Party, or (C) any Subsidiary of the Borrower which is a Loan Party into or with any Subsidiary of the Borrower which is not a Loan Party so long as (x) such surviving Subsidiary becomes a Loan Party pursuant to Section 5.09 or (y) the merger, consolidation or amalgamation is permitted under Section 6.04;

(xxi) the merger of the Borrower and any Disposition, in each case, as contemplated by the Permitted SPAC Transaction Documents;

(xxii) the liquidation or dissolution of any Subsidiary if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders;

(xxiii) the merger, consolidation or amalgamation of the Borrower or any Subsidiary for the sole purpose, and with the sole material effect, of changing its jurisdiction of incorporation, organization or formation, as applicable, which, in the case of any Loan Party, shall be a State of the U.S. or the District of Columbia; provided, however, that (A) in the case of any merger, consolidation or amalgamation involving the Borrower, (1) the Borrower shall be the surviving Person or (2) if the Person formed by or surviving any such merger, consolidation or amalgamation or the Person to which such Disposition will have been made is not the Borrower (any such Person, the "Successor Borrower"), (I) the Successor Borrower shall be an entity organized or existing under the laws of the U.S., any state thereof or the District of Columbia, (II) the Successor Borrower shall expressly assume the Obligations of the Borrower in a manner reasonably satisfactory to the Administrative Agent and (III) each Guarantor, unless it is the other party to such merger, consolidation, amalgamation or Disposition, shall have executed and delivered a reaffirmation agreement with respect to its Guaranty Obligations; provided that, if the foregoing conditions under clauses (I) through (III) are satisfied, the Successor Borrower will succeed to, and be substituted for, the Borrower under this Agreement, and (B) in the case of any merger, consolidation or amalgamation involving any other Loan Party, (1) a Loan Party shall be the surviving corporation and all actions required to maintain the perfection of the Lien of the Administrative Agent on the Equity Interests or property of such Loan Party and required under the Loan Documents or otherwise reasonably requested by the Administrative Agent shall have been made or (2) such transaction shall comply with the provisions of Section 6.04; and

(xxiv) the creation of, or reorganization into, one or more series by any Subsidiary of the Borrower; provided that to the extent such Subsidiary is a Loan Party (A) such series shall (x) be Loan Parties, (y) shall become Loan Parties pursuant to Section 5.09, or (z) shall be restricted under the Loan Documents as if such series is a Loan Party, or (B) such creation of such series shall be deemed to be an Investment in such series and shall be permitted solely to the extent permitted under Section 6.04.

(b) No Loan Party will, nor will it permit any Subsidiary to, consummate a Division as the Dividing Person without the prior written consent of Administrative Agent, except as otherwise permitted in Section 6.03(a). Without limiting the foregoing, if any Loan Party that is a limited liability company consummates a Division (with or without the prior consent of Administrative Agent as required above), each Division Successor shall be required to comply with the obligations set forth in Section 5.09 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party under this Agreement and the other Loan Documents.

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, and will not permit any of its Subsidiaries to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a wholly owned Subsidiary prior to such merger) any capital stock, evidences of indebtedness or other securities of, make or permit to exist any loans or advances to, guarantee any Indebtedness of any other Person, or make any Acquisition (any one of the actions described in the foregoing provisions of this Section 6.04, herein an "Investment"), except:

(a) Investments in cash and Permitted Investments and/or other assets that were Permitted Investments when the relevant original Investment was made in the ordinary course of business;

(b) (i) Investments existing as of the Third Amendment Effective Date and set forth in Schedule 6.04, (ii) Permitted Intercompany Activities and (iii) any modification, replacement, renewal or extension of any Investment described in clause (i) or clause (ii) above so long as no such modification, renewal or extension thereof increases the amount of such Investment except as otherwise permitted by this Section 6.04;

(c) (i) endorsements for collection or deposit in the ordinary course of business, (ii) extensions of trade credit arising or acquired in the ordinary course of business, (iii) Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client contacts and loans or advances made to distributors in the ordinary course of business and (iv) Investments received in settlements in the ordinary course of business in connection with such extensions of trade credit, settlement of delinquent accounts or disputes with or judgments against any Person or any foreclosure or deed in lieu of foreclosure with respect to any Lien held as security for an obligation owing to the Borrower or any Subsidiary;

(d) Investments, including in the form of Guaranty Obligations, by and among the Borrower and any Subsidiary; provided, however, that any Investment consisting of loans or advances or any other debt for borrowed money by any Subsidiary that is not a Loan Party to a Loan Party shall be subordinated in full to the payment of the Obligations of such Loan Party under the Loan Documents on terms and conditions reasonably satisfactory to the Administrative Agent;

(e) (i) loans and advances to directors, officers, employees, managers and consultants of any Holdco Entity, the Borrower or any Subsidiary to finance reasonable and customary business-related travel, entertainment and relocation expenses for ordinary course purposes or (ii) otherwise in an aggregate outstanding principal amount of all loans and advances permitted pursuant to this clause (e)(ii) shall not exceed $500,000 in the aggregate;

(f) Investments in the form of loans and advances to officers, directors, employees, managers and consultants of any Holdco Entity, the Borrower or any Subsidiary for the sole purpose of purchasing Equity Interests (or purchase of such loans made by others) so long as such Holdco Entity makes a capital contribution of the proceeds of any such purchase of Equity Interests to the Borrower;

(g) intercompany loans and advances to any Holdco Entity to the extent that the Borrower may make Restricted Payments, directly or indirectly, to any Holdco Entity pursuant to Section 6.06 (and in lieu of making such Restricted Payments); provided that such intercompany loans and advances shall be unsecured (or not secured by the Collateral) and expressly subordinated to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(h) receivables arising and trade credit granted in the ordinary course of business and any securities received in satisfaction or partial satisfaction thereof from account debtors to the extent reasonably necessary in order to prevent or limit loss and any prepayment and other credits, deposits or pledges (which deposits and pledges are not otherwise prohibited by this Agreement) to suppliers made in the ordinary course of business;

(i) Investments made by the Borrower or any Subsidiary as a result of non-cash consideration received in connection with Dispositions of assets made in compliance with Section 6.03;

(j) Guaranty Obligations permitted by Section 6.01;

(k) Investments constituting Capital Expenditures made in the ordinary course of business;

(l) Investments in Swap Agreements maintained in accordance with Section 6.01(f);

(m) Investments as a result of the receipt of non-cash consideration in the settlement of any litigation or claims;

(n) the Borrower and its Subsidiaries may hold Investments to the extent such Investments are otherwise permitted hereunder and reflect an increase in the value thereof;

(o) Investments funded with the proceeds of, or made in exchange for, the issuance of (or contributions in respect of) Qualified Equity Interests of the Borrower;

(p) Investments (i) in connection with reorganizations and tax planning, provided that (x) the Administrative Agent has approved of such Investments in its reasonable discretion, and (y) after giving effect to such reorganization, tax planning and/or related activities, the Lien of the Administrative Agent in the Collateral is not materially impaired, taken as a whole (as reasonably determined by the Administrative Agent), and (ii) by any Loan Party in any Subsidiary of the Borrower that is not a Loan Party consisting of the contribution of Equity Interests of any Person that is not a Loan Party;

(q) Investments consisting of Indebtedness permitted by Section 6.01, Liens permitted by Section 6.02, Dispositions or fundamental changes permitted by Section 6.03 and Restricted Payments permitted or not restricted by Section 6.06;

(r) purchases of inventory, supplies and materials in the ordinary course of business;

(s) Investments consisting of the licensing of intellectual property pursuant to joint marketing arrangements with other Persons entered into in the ordinary course of business;

(t) to the extent constituting Investments, guarantees of leases or of other obligations not constituting Indebtedness of the Borrower and/or its Subsidiaries;

(u) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that the same are permitted to remain unfunded under applicable Requirements of Law;

(v) Investments made (i) by the Borrower or any Subsidiary in the Borrower or any Guarantor that is a Domestic Subsidiary, (ii) by the Borrower or any Guarantor in the Borrower's Foreign Subsidiaries or any Domestic Subsidiary that is not a Guarantor in an amount not to exceed $20,000,000 in the aggregate for all such Investments, loans or advances (without giving effect to any write-downs or write-offs thereof) on or after the Third Amendment Effective Date without prior written consent of the Required Lenders, and (iii) by any subsidiary that is not a Loan Party in any Loan Party or any other subsidiary;

(w) (i) Permitted Acquisitions, provided that the aggregate consideration (including the maximum potential total amount of all deferred payment obligations (including earn-outs) as reasonably estimated by the Borrower and all Indebtedness assumed or incurred) paid or payable for all acquisitions of (A) the Equity Interests of any Person that does not become a Loan Party and (B) in the case of an asset acquisition, assets of any Person that are not acquired by the Borrower or any Loan Party (or a Person that will become a Loan Party), when taken together with the total consideration for all such Persons or assets so acquired in any Fiscal Year (commencing such measurement for the 2021 Fiscal Year on or after the Third Amendment Effective Date), shall not exceed $10,000,000 in any Fiscal Year without the prior written consent of the Required Lenders provided that the limitation described in this clause (i) shall not apply to any Acquisition to the extent the Person so acquired becomes (or assets are acquired by) a Loan Party (or a Person that will become a Loan Party) even though such Person owns Equity Interests of Persons that are not otherwise required to become Loan Parties (or assets are acquired by Persons that are not Loan Parties) if, in the case of this clause (i), not less than 90% of the Consolidated EBITDA of the Person (or assets) so acquired in such Acquisition (as reasonably estimated by the Borrower on the date of the definitive agreement for such Investment) is generated by Persons that will become Loan Parties (i.e., disregarding any Consolidated EBITDA of such Loan Parties that are not (or will not become) Loan Parties), (ii) Investments made as part of a Permitted Acquisition and (iii) (x) Investments of any Person (or assets) that is acquired, or of any Person merged into or consolidated or amalgamated with, the Borrower or any Subsidiary after the Third Amendment Effective Date, in each case as part of an Investment otherwise permitted by this Section 6.04 to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of the relevant acquisition, merger, amalgamation or consolidation and (y) any modification, replacement, renewal or extension of any Investment permitted under clause (x) above so long as no such modification, replacement, renewal or extension thereof increases the amount of such Investment except as otherwise permitted by this Section 6.04;

(x) Investments made pursuant to the Master Alliance Agreement; provided, that no further Investments may be made pursuant to the Master Alliance Agreement if a Default exists or would be caused thereby;

(y) so long as no Specified Event of Default exists or would be caused thereby, additional Investments in the Reinsurance Subsidiary in an amount not to exceed, in the aggregate on or after the Third Amendment Effective Date, the greater of (i) $15,000,000 or (ii) 15% of Consolidated EBITDA (determined as of any date for the most recently ended four consecutive Fiscal Quarters) without the prior written consent of the Required Lenders;

(z) Loans and advances by the Reinsurance Subsidiary to the Borrower on terms reasonably acceptable to the Administrative Agent;

(aa) Permitted Joint Ventures; provided that (i) both before and after giving effect to any Investment in such Permitted Joint Venture and the Loans (if any) requested to be made in connection therewith, (x) each of the representations and warranties in the Loan Documents is true and correct in all material respects, (y) no Event of Default exists or would be caused thereby and the Borrower is in pro forma compliance with all financial covenants in this Agreement and (z) the Borrower was and will be able to borrow at least $5,000,000 of additional Loans; (ii) prior to the closing of any such Permitted Joint Venture which involves an Investment in excess of $10,000,000, the Borrower shall provide copies of such documents being executed or delivered in connection with such Permitted Joint Venture as may be requested by the Administrative Agent, (iii) the consideration (including the maximum potential total amount of all deferred payment obligations (including earn-outs) and all Indebtedness assumed or incurred as reasonably estimated by the Borrower in consultation with Administrative Agent on the date of execution of any definitive agreement for such Investment) paid or payable for all Permitted Joint Ventures which become effective on or after the Third Amendment Effective Date shall not to exceed, in the aggregate, the greater of (i) $40,000,000 or (ii) 20% of Consolidated EBITDA (determined as of any date for the most recently ended four consecutive Fiscal Quarters) without the prior written consent of the Required Lenders, and (iv) if such Permitted Joint Venture is also an Acquisition, it shall also satisfy all requirements for a Permitted Acquisition under Section 6.04(d) above;

(bb) so long as no Specified Event of Default exists or would be caused thereby, other Investments not in excess of the greater of (i) $6,000,000 or (ii) 10% of Consolidated EBITDA (determined as of any date for the most recently ended four consecutive Fiscal Quarters); and

(cc) the Permitted SPAC Transaction, including any transaction or agreements contemplated by the Permitted SPAC Transaction Documents.

For purposes of this Section 6.04, the amount of any Investment outstanding at any time shall be the total of (x) the original cost of such Investment (meaning the cash amount thereof, if in cash, or the fair market value thereof as determined by the management of the Borrower, if in property), without any adjustment for increases or decreases in value or any write-up or write-down with respect to such investment; provided, that any Investment in the form of guarantees shall be valued at the reasonably expected liability thereof, minus (y) an amount equal to the lesser of the return of cash with respect to any such Investment, the repayment, prepayment or return in the case of any deposit, loan, advance, or other extension of credit and the termination or cancellation of any guarantee and the initial amount of such Investment.

SECTION 6.05. Swap Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual exposure (other than those in respect of Equity Interests of the Borrower or any of its Subsidiaries), including to hedge or mitigate foreign currency risks and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary.

SECTION 6.06. Restricted Payments. The Borrower will not, and will not permit any of its Subsidiaries to, declare or make any Restricted Payment, except:

(a) such Person may declare and make Restricted Payments with respect to its Equity Interests payable solely in additional shares of its Equity Interests (and that are not Disqualified Equity Interests);

(b) Subsidiaries may declare and pay dividends with respect to their Equity Interests (and, in the case of a non-wholly owned Subsidiary, based on the relative ownership interests or, in greater proportion in the case of payments to the Borrower or any of its Subsidiaries);

(c) [reserved];

(d) [reserved];

(e) Restricted Payments made in exchange for, or funded out of the proceeds of, the sale or contribution in respect of Qualified Equity Interests of the Borrower;

(f) Restricted Payments consisting of Permitted Intercompany Activities;

(g) the Borrower may make Restricted Payments constituting fixed dividend payments in respect of Disqualified Equity Interests, to the extent such Disqualified Equity Interests constitutes Indebtedness and were incurred in compliance with Section 6.01 and such Restricted Payments are included in the calculation of Consolidated Interest Expense;

(h) cash dividends or distributions on the Equity Interests of the Borrower (or, in the case of clause (iii) below, the issuance of, or cash payments on, promissory notes issued in accordance with Section 6.01(m)) issued or paid solely for the purpose of funding the following:

(i) permitting such Holdco Entity to pay, in the event the Borrower is a pass-through entity or files a consolidated, combined, unitary or similar type tax return with such Holdco Entity, U.S. federal, state and local income taxes then due and payable pursuant to those returns to the extent such taxes are imposed solely with respect to the income attributable to the Borrower and its subsidiaries;

(ii) ordinary organizational, operating and other transaction costs and expenses (including overhead and administrative costs and expenses, professional fees and Public Company Costs) of any Holdco Entity;

(iii) the redemption, purchase or other acquisition or retirement for value by any Holdco Entity of its Equity Interests from current or former directors, officers, employees, managers and consultants of the Borrower, any subsidiary or any Holdco Entity (or, in each case, their respective spouses, former spouses, domestic partners, former domestic partners, successors, executors, administrators, heirs, legatees or distributees) and the issuance of, and the payments on, promissory notes issued in respect of such redemption, purchase or other acquisition for retirement; provided, however, that the amount of such cash dividends or distributions in any Fiscal Year shall not exceed in the aggregate an amount equal to $1,000,000, plus unused amounts from the previous two Fiscal Years; provided that the amounts carried forward from previous Fiscal Years shall be deemed utilized first;

(iv) to finance any Investment permitted under Section 6.04 (provided that (x) any Restricted Payments under this clause (h)(iv) shall be made substantially concurrently with the closing of such Permitted Investment and (y) any Holdco Entity shall, promptly following the closing thereof, cause (A) all property acquired to be contributed to the Borrower or to any subsidiary or (B) the merger, consolidation or amalgamation of the Person formed or acquired into the Borrower or to any subsidiary in order to consummate such permitted Investment in compliance with the applicable requirements of Section 6.04 as if undertaken as a direct permitted Investment by the Borrower or such subsidiary);

(v) the Borrower may make Restricted Payments to a Holdco Entity to permit it to pay cash in lieu of fractional shares in connection with any exercise of warrants, options, or other securities convertible into or exchangeable for Equity Interests of a Holdco Entity or in connection with any other dividend, split or combination thereof or any Permitted Acquisition, in each case, otherwise permitted hereunder; and

(vi) the proceeds of which shall be used by the Borrower to pay (or to make Restricted Payments to allow any direct or indirect parent thereof to pay) fees and expenses (other than to Affiliates) related to any equity or debt offering, financing transaction, acquisition, divestiture, Investment or other non-ordinary course transaction not prohibited by this Agreement (whether or not successful); provided that any such transaction is intended to be solely for the benefit of the Borrower and its Subsidiaries.

(i) Restricted Payments consisting solely of Qualified Equity Interests of the Borrower;

(j) Restricted Payments made on or after the Permitted SPAC Transaction Effective Date in connection with the Permitted SPAC Transaction;

(k) the Borrower may declare and pay Permitted LLC Distributions;

(l) prior to the Permitted SPAC Transaction Effective Date, the Borrower may redeem up to 3% of its membership units per year provided that (i) no Default exists or would be caused thereby and (ii) such redemption is made solely and contemporaneously with the cash proceeds of new common Equity Interests (and that are not Disqualified Equity Interests) issued by the Borrower; and

(m) the Borrower may make Restricted Payments with respect to its Equity Interests other than those payments referenced above in this Section 6.06 if each of the following conditions is satisfied:

(i) before and after giving effect to such Restricted Payment, on a Pro Forma Basis, no Default exists or would be caused thereby;

(ii) prior to a Qualified Public Offering, the aggregate amount of such Restricted Payments made pursuant to this clause (n) shall not exceed, for each Fiscal Year, commencing with the Fiscal Year ending December 31, 2020, the Annual Permitted Distribution Amount for such Fiscal Year; and

(iii) after a Qualified Public Offering, as of the date of such Restricted Payment, Borrower is at least 0.50x below the then applicable Leverage Ratio set forth in Section 6.13(a) determined on a pro forma basis both before and after giving effect to such Restricted Payment for the most recently ended four consecutive Fiscal Quarters as if made on the last day of such period.

Notwithstanding anything in this Agreement to the contrary, the Borrower acknowledges and agrees that, in addition to, and without limiting, any other rights and remedies of the Administrative Agent, upon the occurrence and during the continuance of any Event of Default, upon the request of the Administrative Agent or the Required Lenders, the Borrower will (subject to Requirements of Law) promptly cause the Reinsurance Subsidiary to pay to a Loan Party the maximum amount of Permitted Reinsurance Subsidiary Dividends (if any).

SECTION 6.07. Transactions with Affiliates. The Borrower will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except:

(a) transactions in the ordinary course of business;

(b) transactions at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties;

(c) transactions between or among the Borrower and its Subsidiaries permitted or not restricted hereunder;

(d) any Restricted Payment permitted by Section 6.06;

(e) employment, severance, termination, expense reimbursement and indemnity arrangements between the Borrower or any Subsidiary on the one hand and any of their and any Holdco Entities' respective directors, officers, employees, managers and consultants (including management and employee benefit plans or agreements, subscription agreements or similar agreements pertaining to the grant, purchases or repurchase of Equity Interests pursuant to put/call rights or similar rights with current or former directors, officers, employees, managers and consultants and stock option or incentive plans and other compensation arrangements) on the other hand in the ordinary course of business or otherwise permitted under this Agreement;

(f) transactions pursuant to permitted agreements in existence on the Third Amendment Effective Date and set forth on Schedule 6.07 or any amendment thereto to the extent such an amendment, taken as a whole, is not adverse to the Lenders in any material respect;

(g) payment of customary director compensation and expense reimbursements, including fees and expenses of directors and advisors of any Holdco Entity;

(h) (i) any issuance of securities or rights pursuant to stock options, stock ownership plans (including restricted stock plans), stock grants, directed share programs and other equity based incentive plans and (ii) the execution, delivery and performance of any stockholder or registration rights agreement approved by the board of directors (or other appropriate governing body) of the Borrower or any Holdco Entity;

(i) the Borrower or any Subsidiary may enter into any indemnification agreement or any similar arrangement with directors, officers, employees, managers and consultants of the Borrower or any Subsidiary (or any Holdco Entity) in the ordinary course of business and may pay fees and indemnities to directors, officers, consultants and employees of the Borrower or any Subsidiary (or any Holdco Entity) in the ordinary course of business;

(j) any purchase by the Borrower of Equity Interests of its Subsidiaries or any contribution by the Borrower to the equity capital of its Subsidiaries (whether directly or indirectly);

(k) assignments of Obligations to Persons that are Affiliates of the Borrower to the extent permitted under Section 9.04(b);

(l) to the extent constituting a transaction with an Affiliate, any payments permitted by Section 6.11;

(m) the issuance by the Borrower or any Subsidiary of Equity Interests in accordance with the organizational documents of such Person;

(n) on and after the Permitted SPAC Transaction Effective Date, transactions approved by the requisite members of the audit committee or a majority of the disinterested members of the board of directors of the Permitted SPAC;

(o) the transactions contemplated by the Master Alliance Agreement;

(p) the Permitted SPAC Transaction, including any transaction or agreements contemplated by the Permitted SPAC Transaction Documents; and

(q) Permitted Intercompany Activities.

SECTION 6.08. Restrictive Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets to secure the Obligations or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to its Equity Interests or to make or repay loans or advances to the Borrower or any other Subsidiary or to guarantee Indebtedness of the Borrower or any Subsidiary, except:

(a) restrictions and conditions imposed by law, by this Agreement or by any other Loan Document;

(b) (i) limitations on Liens (other than those securing any Secured Obligation) or other restrictions on any property whose acquisition, repair, improvement or construction is financed by purchase money Indebtedness, Capital Lease Obligations or Permitted Refinancing Indebtedness permitted hereunder in reliance upon Section 6.01(b) or (c) set forth in the contractual obligations governing such Indebtedness, Capital Lease Obligations or Permitted Refinancing Indebtedness or Guaranty Obligations with respect thereto or (ii) other limitations that are or were created by virtue of any Lien granted upon, transfer of, agreement to transfer or grant of, any option or right with respect to any property, assets or Equity Interests not otherwise prohibited under this Agreement;

(c) provisions restricting assignments, subletting or other transfers contained in leases, subleases, licenses, sublicenses, joint venture agreements and similar agreements entered into by the Borrower or any Subsidiary in the ordinary course of business;

(d) customary provisions restricting assignment of, or the pledge of rights under, any agreement entered into by the Borrower or any Subsidiary in the ordinary course of business;

(e) restrictions and conditions contained in any agreement relating to the Disposition of any property pending the consummation of such Disposition; provided that (i) such restrictions and conditions apply only to the property to be Disposed and (ii) such Disposition is permitted hereunder;

(f) any agreement in effect at the time such Subsidiary becomes a Subsidiary of the Borrower, so long as such agreement was not entered into in connection with or in contemplation of such person becoming a Subsidiary of the Borrower;

(g) any encumbrances or restrictions imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents of the contracts, instruments or obligations referred to in clause (f) above; provided that such amendments or refinancings are no more restrictive, taken as a whole, with respect to such encumbrances and restrictions than those prior to such amendment or refinancing;

(h) provisions restricting the Disposition of Intellectual Property or the assignment of licenses thereof contained in licenses entered into the ordinary course of business and in accordance with the terms hereof;

(i) any encumbrance or restriction with respect to an interest in or Restricted Payments, Investments or Dispositions by such joint venture, limited liability company, partnership or similar Person imposed by any joint venture agreement, limited liability company

agreement, partnership agreement or similar organizational agreement or the Indebtedness of any joint venture, limited liability company, partnership or similar Person maintained in accordance with Section 6.04;

(j) (i) any encumbrance or restrictions pursuant to the documentation governing any Indebtedness of any Subsidiary that is not a Loan Party permitted hereunder and (ii) any encumbrance or restrictions pursuant to the documentation governing any Indebtedness permitted hereunder; provided that, in the case of this clause (ii), such restrictions are no more onerous than those contained in this Agreement;

(k) in provisions in agreements or instruments which prohibit the payment of dividends or the making of other distributions with respect to any class of Equity Interests of a Person other than on a pro rata basis;

(l) imposed by customary provisions to maintain cash or other deposits or minimum net worth imposed by any Person under any contract entered into by the Borrower or any Subsidiary in the ordinary course of business or for whose benefit such cash or other deposits or restrictions exist;

(m) customary net worth or similar provisions contained in real property leases entered into by the Borrower or any Subsidiary in the ordinary course of business so long as the Borrower has reasonably determined in good faith that such net worth or similar provisions could not reasonably be expected to impair the ability of the Borrower or any Subsidiary to meet its ongoing obligations under the Loan Documents;

(n) those arising under or as a result of any Requirement of Law or the terms of any license, authorization, concession or permit provided by any Governmental Authority;

(o) those arising in any Swap Agreement not prohibited hereunder;

(p) restrictions and conditions existing on the Third Amendment Effective Date identified on Schedule 6.08 (but shall apply to any extension or renewal of, or any amendment or modification materially expanding the scope of, any such restriction or condition);

(q) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder; and

(r) those imposed by any amendment, modification, restatement, renewal, supplement, refunding, replacement or refinancing of any contract, instrument or obligation referred to in clauses (a) through (q) above; provided that such amendment, modification, restatement, renewal, supplement, refunding, replacement or refinancing is, in the reasonable good faith judgment of the Borrower, no more restrictive with respect to such restrictions taken as a whole than those in existence prior to such amendment, modification, restatement, renewal, supplement, refunding, replacement or refinancing.

SECTION 6.09. [Reserved].

SECTION 6.10. Amendments to Certain Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, amend, supplement or otherwise modify (a) the Master Alliance Agreement or its articles of incorporation, charter, certificate of formation, operating agreement, by-laws or other organizational document (including all LLC Agreements) in any manner materially adverse to the Lenders other than pursuant to the Permitted SPAC Transaction, (b) the Permitted SPAC Transaction Documents in any manner materially adverse to the Lenders or (c) any instrument or agreement evidencing or relating to any Subordinated Debt (other than (i) any intercompany Indebtedness or (ii) on subordination terms thereof as otherwise agreed to by the Administrative Agent) if the effect of such amendment, supplement or modification is materially adverse to the Lenders or would not be permitted under the applicable Subordination Agreement, it being understood and agreed that no refinancing, refunding, extension, defeasance, discharge, renewal or replacement meeting the Refinancing Indebtedness Requirements would materially and adversely affect the interests of the Lenders.

SECTION 6.11. Prepayment of Indebtedness; Subordinated Debt. The Borrower will not, and will not permit any of its Subsidiaries to, (x) purchase, redeem, defease, prepay or otherwise satisfy more than twelve (12) months prior to the scheduled maturity thereof any principal of, any Subordinated Debt, (y) set apart any property for such purpose, whether to a sinking fund, a similar fund or otherwise or (z) make any payment in violation of any subordination terms of such Subordinated Debt; provided, however, that

the Borrower and its Subsidiaries may (a) incur Permitted Refinancing Indebtedness in respect of Subordinated Debt that is otherwise permitted under this Agreement, (b) make regularly scheduled or otherwise required repayments or redemptions of Subordinated Debt to the extent permitted by the subordination provisions applicable thereto and (c) take such action to the extent necessary to prevent such Indebtedness from being an "applicable high yield discount obligation" within the meaning of Section 163(i) of the Code.

SECTION 6.12. [Reserved].

SECTION 6.13. Financial Covenants. The Borrower will not:

(a) Leverage Ratio. Permit or suffer the Leverage Ratio as of the last day of any Fiscal Quarter to exceed (i) 4.25 to 1.0 as of the end of any Fiscal Quarter ending prior to June 30, 2022, (ii) 4.00 to 1.0 as of the end of any Fiscal Quarter ending on or after June 30, 2022 but prior to December 31, 2022, (iii) 3.50 to 1.0 as of the end of any Fiscal Quarter ending on or after December 31, 2022 but prior to June 30, 2023, or (iv) 3.25 to 1.0 as of the end of any Fiscal Quarter ending on or after June 30, 2023.

(b) Fixed Charge Coverage Ratio. Permit or suffer the Fixed Charge Coverage Ratio to be less than 1.20 to 1.0 as of the last day of any Fiscal Quarter.

SECTION 6.14. Permitted SPAC Transaction. Notwithstanding anything to the contrary contained in this Article VI, the Credit Parties acknowledge and agree that the Permitted SPAC Transaction is permitted under this Agreement and the other Loan Documents.

ARTICLE VII
EVENTS OF DEFAULT

SECTION 7.01. Events of Default. If any of the following events ("Events of Default") shall occur:

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement, when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Section 7.01) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of any Loan Party or any Subsidiary in connection with any Loan Document or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document, shall prove to have been materially incorrect when made or deemed made;

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03(a)(i) (in respect of the existence of the Borrower only), or Section 5.08 or in Article VI;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or any other Loan Document (other than those specified in clause (a), (b) or (d) of this Section 7.01), and such failure shall continue unremedied for a period of (i) 5 days after the earlier of any Loan Party's knowledge of such breach or notice thereof from the Administrative Agent if such breach relates to terms or provisions of Section 5.01, 5.02 (other than Section 5.02(a)), 5.03 (other than Section 5.03(a)(i)) through 5.07, or 5.12 of this Agreement or (ii) thirty (30) days after the earlier of any Loan Party's knowledge of such breach or written notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender);

(f) any Loan Party or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) beyond any applicable grace period in respect of any Material Indebtedness, when and as the same shall become due and payable;

(g) (1) any other event or condition occurs that results in any Material Indebtedness (other than Indebtedness under Swap Agreements) becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness (other than Indebtedness under Swap Agreements) or any trustee or agent on its or their behalf to cause any Material Indebtedness (other than Indebtedness under Swap Agreements) to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity or (2) any Borrower or Subsidiary fails to observe or perform any other agreement or condition relating to any Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Material Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, after the expiration of any applicable grace or cure period relating thereto, with the giving of notice if required, such Material Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; provided that this clause (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness (including as a result of a casualty or condemnation event), (ii) guarantees of Indebtedness that are satisfied promptly on demand, or (iii) with respect to Indebtedness incurred under any Swap Agreement, termination events or equivalent events pursuant to the terms of the relevant Swap Agreement which are not the result of any default thereunder by any Loan Party;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Subsidiary (other than any Immaterial Subsidiary) or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or Subsidiary (other than any Immaterial Subsidiary) or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Subsidiary (other than any Immaterial Subsidiary) shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Section 7.01, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Subsidiary (other than any Immaterial Subsidiary) or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) the Borrower or any Subsidiary (other than any Immaterial Subsidiary) shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) one or more final judgments for the payment of money in an aggregate amount in excess of $5,000,000 (to the extent not covered by insurance or indemnity as to which the insurer or indemnitor has not denied coverage) shall be rendered against the Borrower or any Subsidiary or any combination thereof and the same shall remain undischarged for a period of forty-five (45) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any material assets of the Borrower and its Subsidiaries, taken as a whole, to enforce any such judgment or any Loan Party or any Subsidiary shall fail within forty-five (45) days to discharge one or more non-monetary judgments or orders which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which judgments or orders, in any such case, are not stayed on appeal or otherwise being appropriately contested in good faith by proper proceedings diligently pursued;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(m) a Change in Control shall occur;

(n) any Collateral Document shall fail to remain in full force or effect or any Loan Party contests in writing the validity or enforceability of any Collateral Document, or any Collateral Document granting a Lien shall for any reason fail to create a valid and

perfected first priority (subject to Liens permitted under the Loan Documents) security interest in any Collateral purported to be covered thereby or subordination to be created thereunder, except as permitted by the terms of this Agreement or any Collateral Document; or

(o) any material provision of any other Loan Document for any reason ceases to be valid, binding and enforceable against any Loan Party in accordance with its terms (or any Loan Party shall challenge in writing the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction based on any such written assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable against such Loan Party in accordance with its terms), in each case other than as permitted by this Agreement;

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Section 7.01), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (h) or (i) of this Section 7.01, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and (iii) exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC.

SECTION 7.02. Equity Cure. Notwithstanding anything to the contrary contained in this Article VII, in the event that the Borrower fails to comply with the requirements of Section 6.13 as of the end of any relevant period, until the date that is fifteen (15) days after the date the Compliance Certificate with respect to such period are required to be delivered pursuant to Section 5.01(c) (the "Cure Period"), Borrower shall have the right to obtain a common equity investment in cash or otherwise obtain cash common equity contribution proceeds from any Holdco Entity (the "Cure Right"), and upon receipt by the Borrower of such cash contributions (the "Cure Amount"), the Borrower's compliance with Section 6.13 shall be recalculated giving effect to the following pro forma adjustments: (i) Consolidated EBITDA shall be increased, solely for the purposes of determining compliance with Section 6.13, including determining compliance with Section 6.13 as of the end of such period and applicable subsequent periods that include the fiscal quarter for which the Cure Right is exercised, by an amount equal to the Cure Amount; and (ii) if, after giving effect to the foregoing calculations (but not, for the avoidance of doubt, giving pro forma effect to any repayment of Indebtedness in connection therewith for the fiscal quarter for which cure was made), the requirements of Section 6.13 shall be satisfied, then the requirements of Section 6.13 shall be deemed satisfied as of the end of the relevant period with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of Section 6.13 that had occurred shall be deemed cured for the purposes of this Agreement. Notwithstanding anything herein to the contrary, (A) the Cure Right shall not be exercised more than four times, (B) in each consecutive four (4) fiscal quarter period, there shall be a period of at least two (2) fiscal quarters in which the Cure Right is not exercised, (C) the Cure Amount shall be no greater than the amount required for purposes of complying with Section 6.13, (D) the Cure Amount shall be disregarded for purposes of determining compliance with any other provision of this Agreement (including the determination of the Applicable Margin or any provision that requires compliance with Section 6.13 on a pro forma basis) and (E) to the extent that the proceeds of the Cure Amount are used to repay Indebtedness, such Indebtedness shall not be deemed to have been repaid for purposes of calculating the financial covenants set forth in Section 6.13 for the fiscal quarter with respect to which such Cure Right was made. Neither the Administrative Agent nor any Lender shall have the right to terminate the Commitments, declare all or any portion of the unpaid principal amount of any outstanding Loans, interest accrued and unpaid thereof, and all amounts owing or payable hereunder or under any other Loan Document to be due and payable and/or exercise any other rights and remedies available under the Loan Documents or applicable law (including, without limitation, any right to foreclose on or take possession of Collateral) solely on the basis of an allegation of an Event of Default having occurred and continuing as a result of the Borrower's non-compliance with Section 6.13 with respect to any period after delivery to the Administrative Agent of written notice by the Borrower of its intention to exercise its cure rights under Section 6.13 until the Cure Period has elapsed; provided that neither the Lenders nor the Issuing Bank shall have any obligation to make Revolving Loans or issue Letters of Credit, as applicable, pending actual receipt in immediately available funds of the Cure Amount.

ARTICLE VIII
THE ADMINISTRATIVE AGENT

SECTION 8.01. Authorization and Action.

(a) Each Lender, on behalf of itself and any of its Affiliates that are Secured Parties and each Issuing Bank hereby irrevocably appoints the entity named as Administrative Agent in the heading of this Agreement and its successors and permitted assigns to serve as the administrative agent and collateral agent under the Loan Documents and each Lender and each Issuing Bank authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Administrative Agent under such agreements and to exercise such powers as are reasonably incidental thereto. In addition, to the extent required under the laws of any jurisdiction other than within the United States, each Lender and each Issuing Bank hereby grants to the Administrative Agent any required powers of attorney to execute and enforce any Collateral Document governed by the laws of such jurisdiction on such Lender's or such Issuing Bank's behalf. Without limiting the foregoing, each Lender and each Issuing Bank hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Loan Documents to which the Administrative Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent may have under such Loan Documents.

(b) As to any matters not expressly provided for herein and in the other Loan Documents (including enforcement or collection), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Loan Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender and each Issuing Bank; provided, however, that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification and is exculpated in a manner satisfactory to it from the Lenders and the Issuing Banks with respect to such action or (ii) is contrary to this Agreement or any other Loan Document or applicable law, including any action that may be in violation of the automatic stay under any Requirement of Law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Requirement of Law relating to bankruptcy, insolvency or reorganization or relief of debtors; provided, further, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. Except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower, any other Loan Party, any Subsidiary or any Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) In performing its functions and duties hereunder and under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders and the Issuing Banks (except in limited circumstances expressly provided for herein relating to the maintenance of the Register and limited discretionary powers as contemplated in this Agreement), and its duties are entirely mechanical and administrative in nature. Without limiting the generality of the foregoing:

(i) the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender, Issuing Bank, any other Secured Party or holder of any other obligation regardless of whether a Default or an Event of Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" (or any similar term) herein or in any other Loan Document with reference to the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); additionally, each Lender agrees that it will not assert any claim

against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby; and

(ii) nothing in this Agreement or any Loan Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account;

(d) The Administrative Agent may perform any of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article VIII shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities pursuant to this Agreement. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agent.

(e) None of any Syndication Agent, any Co-Documentation Agent or any Arranger shall have obligations or duties whatsoever in such capacity under this Agreement or any other Loan Document and shall incur no liability hereunder or thereunder in such capacity, but all such persons shall have the benefit of the indemnities provided for hereunder.

(f) In case of the pendency of any proceeding with respect to any Loan Party under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan or any reimbursement obligation in respect of any LC Disbursement shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, LC Disbursements and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Banks and the Administrative Agent (including any claim under Sections 2.11, 2.12, 2.14, 2.16 and 9.03) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender, each Issuing Bank and each other Secured Party to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, the Issuing Banks or the other Secured Parties, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03). Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or Issuing Bank in any such proceeding.

(g) The provisions of this Article VIII (other than in the case of Section 8.01(a), (d) and (f) and Sections 8.03 through 8.09) are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Banks, and, except solely to the extent of the Borrower's rights to consent pursuant to and subject to the conditions set forth in this Article VIII, none of the Borrower or any Subsidiary, or any of their respective Affiliates, shall have any rights as a third party beneficiary under any such provisions (other than in the case of Section 8.01(a), (d) and (f) and Sections 8.03 through 8.09). Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the guarantees of the Secured Obligations provided under the Loan Documents, to have agreed to the provisions of this Article VIII.

SECTION 8.02. Administrative Agent's Reliance, Indemnification, Etc.

(a) Neither the Administrative Agent nor any of its Related Parties shall be (i) liable for any action taken or omitted to be taken by such party, the Administrative Agent or any of its Related Parties under or in connection with this Agreement or the other Loan Documents (x) with the consent of or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or (y) in the absence of its own gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and non-appealable judgment) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) or for any failure of any Loan Party to perform its obligations hereunder or thereunder.

(b) The Administrative Agent shall be deemed not to have knowledge of any (i) notice of any of the events or circumstances set forth or described in Section 5.02 unless and until written notice thereof stating that it is a "notice under Section 5.02" in respect of this Agreement and identifying the specific clause under said Section is given to the Administrative Agent by the Borrower, or (ii) notice of any Default or Event of Default unless and until written notice thereof (stating that it is a "notice of Default" or a "notice of an Event of Default") is given to the Administrative Agent by the Borrower, a Lender or an Issuing Bank. Further, the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items (which on their face purport to be such items) expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent, (vi) the creation, perfection or priority of Liens on the Collateral.

(c) Without limiting the foregoing, the Administrative Agent (i) may treat the payee of any promissory note as its holder until such promissory note has been assigned in accordance with Section 9.04, (ii) may rely on the Register to the extent set forth in Section 9.04(b), (iii) may consult with legal counsel (including counsel to the Borrower), independent public accountants and other experts selected by it, and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, (iv) makes no warranty or representation to any Lender or Issuing Bank and shall not be responsible to any Lender or Issuing Bank for any statements, warranties or representations made by or on behalf of any Loan Party in connection with this Agreement or any other Loan Document, (v) in determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, may presume that such condition is satisfactory to such Lender or Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or Issuing Bank sufficiently in advance of the making of such Loan or the issuance of such Letter of Credit and (vi) shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any notice, consent, certificate or other instrument or writing (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated by the proper party or parties (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

SECTION 8.03. Posting of Communications.

(a) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make any Communications available to the Lenders and the Issuing Banks by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or

any other electronic system chosen by the Administrative Agent to be its electronic transmission system (the "Approved Electronic Platform").

(b) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Approved Electronic Platform is secured through a per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, each of the Issuing Banks and the Borrower acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Approved Electronic Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, each of the Issuing Banks and the Borrower hereby approves distribution of the Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(c) THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE APPROVED ELECTRONIC PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, ANY ARRANGER, ANY CO-DOCUMENTATION AGENT, ANY SYNDICATION AGENT OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, "APPLICABLE PARTIES") HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER, ANY ISSUING BANK OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED ELECTRONIC PLATFORM.

"Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent, any Lender or any Issuing Bank by means of electronic communications pursuant to this Section 8.03(c), including through an Approved Electronic Platform.

(d) Each Lender and each Issuing Bank agrees that notice to it (as provided in the next sentence) specifying that Communications have been posted to the Approved Electronic Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender and Issuing Bank agrees (i) to notify the Administrative Agent in writing (which could be in the form of electronic communication) from time to time of such Lender's or Issuing Bank's (as applicable) email address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such email address.

(e) Each of the Lenders, each of the Issuing Banks and the Borrower agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Approved Electronic Platform in accordance with the Administrative Agent's generally applicable document retention procedures and policies.

(f) Nothing herein shall prejudice the right of the Administrative Agent, any Lender or any Issuing Bank to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 8.04. The Administrative Agent Individually. With respect to its Commitment, Loans (including Swingline Loans) and Letters of Credit, the Person serving as the Administrative Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or Issuing Bank, as the case may be. The terms "Issuing Banks", "Lenders", "Required Lenders" and any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity as a Lender, Issuing Bank or as one of the Required Lenders, as

applicable. The Person serving as the Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust or other business with, any Loan Party, any Subsidiary or any Affiliate of any of the foregoing as if such Person was not acting as the Administrative Agent and without any duty to account therefor to the Lenders or the Issuing Banks.

SECTION 8.05. Successor Administrative Agent.

(a) The Administrative Agent may resign at any time by giving thirty (30) days' prior written notice thereof to the Lenders, the Issuing Banks and the Borrower, whether or not a successor Administrative Agent has been appointed. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent, which may not be a Disqualified Lender. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within thirty (30) days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York or an Affiliate of any such bank. In either case, such appointment shall be subject to the prior written approval of the Borrower (which approval may not be unreasonably withheld and shall not be required while a Specified Event of Default has occurred and is continuing but may not, in any event, be a Disqualified Lender). Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent, such successor Administrative Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Administrative Agent. Upon the acceptance of appointment as Administrative Agent by a successor Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. Prior to any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall take such action as may be reasonably necessary to assign to the successor Administrative Agent its rights as Administrative Agent under the Loan Documents.

(b) Notwithstanding paragraph (a) of this Section 8.05, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents; provided that, solely for purposes of maintaining any security interest granted to the Administrative Agent under any Collateral Document for the benefit of the Secured Parties, the retiring Administrative Agent shall continue to be vested with such security interest as collateral agent for the benefit of the Secured Parties, and continue to be entitled to the rights set forth in such Collateral Document and Loan Document, and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to hold such Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this Section 8.05 (it being understood and agreed that the retiring Administrative Agent shall have no duty or obligation to take any further action under any Security Document, including any action required to maintain the perfection of any such security interest), and (ii) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent; provided that (A) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (B) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall directly be given or made to each Lender and each Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article VIII, Section 2.17(d) and Section 9.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (a) above.

SECTION 8.06. Acknowledgements of Lenders and Issuing Banks.

(a) Each Lender and each Issuing Bank represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility, (ii) it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or Issuing Bank, in each case in the ordinary course of business, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument (and each Lender and each Issuing Bank agrees not to assert a claim in contravention of the foregoing),(iii) it has, independently and without reliance upon the Administrative Agent, any Arranger, any Syndication Agent, any Co-Documentation Agent, or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder and (iv) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such Issuing Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Arranger, any Syndication Agent, any Co-Documentation Agent, or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(b) Each Lender, by delivering its signature page to this Agreement on the Effective Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date or the effective date of any such Assignment and Assumption or any other Loan Document pursuant to which it shall have become a Lender hereunder.

(c) (i) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 8.06(c) shall be conclusive, absent manifest error.

(ii) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) The Borrower hereby agrees that in the event an erroneous Payment (or portion thereof) is not recovered from any Lender or Issuing Bank that has received such erroneous Payment (or portion thereof) for any reason, (x) the Administrative Agent shall be subrogated to all the rights of such Lender or Issuing Bank with respect to such amount (if any) under this

Agreement and the Loan Documents and (y) the receipt of an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower, except, in each case, to the extent such erroneous Payment is, and solely with respect to the amount of such erroneous Payment that is, comprised of funds of the Borrower or any Loan Party received by the Administrative Agent from or at the direction of the Borrower or any Loan Party for the purpose of making such payment. To the extent any such erroneous Payment is comprised of funds taken from an account of the Borrower or any Subsidiary without the Borrower's or such Subsidiary's authorization or as otherwise permitted pursuant to any Loan Document or applicable law, any such funds shall be immediately returned by the applicable Lender to the Borrower or the relevant Subsidiary and nothing contained in this Agreement or any other Loan Document shall prejudice the rights of the Borrower or any Subsidiary with respect to such unauthorized debit or conversion of its funds.

(iv) Each party's obligations under this Section 8.06(c) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

(d) Each Lender hereby agrees that (i) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (ii) the Administrative Agent (A) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (B) shall not be liable for any information contained in any Report; (iii) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (iv) it will keep all Reports confidential and strictly for its internal use, not share the Report with any Loan Party or any other Person except as otherwise permitted pursuant to this Agreement; and (v) without limiting the generality of any other indemnification provision contained in this Agreement, (A) it will hold the Administrative Agent and any such other Person preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any extension of credit that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans; and (B) it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorneys' fees) incurred by the Administrative Agent or any such other Person as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

SECTION 8.07. Collateral Matters.

(a) Except with respect to the exercise of setoff rights in accordance with Section 9.08 or with respect to a Secured Party's right to file a proof of claim in an insolvency proceeding, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any guarantee of the Secured Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the Secured Parties in accordance with the terms thereof. In its capacity, the Administrative Agent is a "representative" of the Secured Parties within the meaning of the term "secured party" as defined in the UCC. In the event that any Collateral is hereafter pledged by any Person as collateral security for the Secured Obligations, the Administrative Agent is hereby authorized, and hereby granted a power of attorney, to execute and deliver on behalf of the Secured Parties any Loan Documents necessary or appropriate to grant and perfect a Lien on such Collateral in favor of the Administrative Agent on behalf of the Secured Parties.

(b) In furtherance of the foregoing and not in limitation thereof, no arrangements in respect of Banking Services the obligations under which constitute Secured Obligations and no Swap Agreement the obligations under which constitute Secured Obligations, will create (or be deemed to create) in favor of any Secured Party that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under any Loan Document. By accepting the benefits of the Collateral, each Secured Party that is a party to any such arrangement in respect of Banking Services or Swap Agreement, as

applicable, shall be deemed to have appointed the Administrative Agent to serve as administrative agent and collateral agent under the Loan Documents and agreed to be bound by the Loan Documents as a Secured Party thereunder, subject to the limitations set forth in this paragraph.

(c) The Secured Parties irrevocably authorize the Administrative Agent, without any consent or further agreement of any Secured Party to, to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02; provided that any subordination of Liens on property in reliance on Section 6.02(c) shall be limited to property which may secure Indebtedness of the type specified in Section 6.01(e). The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders or any other Secured Party for any failure to monitor or maintain any portion of the Collateral.

SECTION 8.08. Credit Bidding. The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any Disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.02 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership interests, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata with their original interest in such Obligations and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

SECTION 8.09. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the

Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent, or any Arranger, any Syndication Agent, any Co-Documentation Agent or any of their respective Affiliates is a fiduciary with respect to the Collateral or the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent, any Arranger, Syndication Agent and Co-Documentation Agent hereby informs the Lenders that each such person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

SECTION 8.10. Flood Laws. JPMCB has adopted internal policies and procedures that address requirements placed on federally regulated lenders under the National Flood Insurance Reform Act of 1994 and related legislation (the "Flood Laws"). JPMCB, as administrative agent or collateral agent on a syndicated facility, will post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Laws. However, JPMCB reminds each Lender and Participant in the facility that, pursuant to the Flood Laws, each federally regulated Lender (whether acting as a Lender or Participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

ARTICLE IX
MISCELLANEOUS

SECTION 9.01. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone or Electronic Systems (and subject in each case to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy or email, as follows:

(i) if to any Loan Party, to it at 141 River's Edge Drive, Suite 200, Traverse City, Michigan 49684, Attention: Mr. Frederick J. Turcotte, Chief Financial Officer (Facsimile No.: (231) 922-8829; Email: fturcotte@hagerty.com; Telephone No.: (231) 922-8876), and with copies of any notices of any Default also sent to: 141 River's Edge Drive, Suite 200, Traverse City, Michigan 49684, Attention: Ms. Barbara Matthews, General Counsel (Facsimile No.: (231) 922-8876; Email: bmatthews@hagerty.com; Telephone No.: (231) 922-8826);

(ii) if to the Administrative Agent, Issuing Bank or Swingline Lender, to JPMorgan Chase Bank, N.A., Loan and Agency Services, 10 South Dearborn, Floor L25, Chicago, IL 60603-2300, Mail Code: IL1-0010, Attention: Marcella Rutledge (Facsimile No.: (888) 303-9732; Email: marcella.rutledge@chase.com**;** Telephone No.: (312) 732-4843), with a copy to JPMorgan Chase Bank, N.A., 28660 Northwestern Hwy, Southfield, MI 48034, Attention: Nathan Wright (Facsimile No.: (248) 799-5826; Email: nathan.s.wright@jpmorgan.com; Telephone No.: (248) 839-0100);

(iii) in the case of a notification of, or in respect of, the DQ List, also to JPMDQ_Contact@jpmorgan.com; and

(iv) if to any other Lender, to it at its address (or email or telecopy number) set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail shall be deemed to have been given when received, (ii) sent by fax shall be deemed to have been given when sent, provided that if not given during normal business hours for the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day of the recipient, or (iii) delivered through Electronic Systems or Approved Electronic Platforms, as applicable, to the extent provided in paragraph (b) below shall be effective as provided in such paragraph.

(b) Notices and other communications to the Borrower, any Loan Party, the Lenders and the Issuing Banks hereunder may be delivered or furnished by using Electronic Systems or Approved Electronic Platforms, as applicable, or pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II or to Compliance Certificates unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent and the Borrower (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by using Electronic Systems or Approved Electronic Platforms, as applicable, pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise proscribes, all such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, e-mail or other communication is not sent during the normal business hours of the

recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day of the recipient.

(c) Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02. Waivers; Amendments. (a) No failure or delay by the Administrative Agent, the Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Bank and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 9.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Subject to Section 2.13(c), (d), (e), (f), (g) and (h) and this Section 9.02, neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or (ii) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender, without the written consent of such Lender (including any such Lender that is a Defaulting Lender) (it being understood that a waiver of any condition precedent in Section 4.02 or the waiver of any Default, Event of Default or mandatory reduction of the Commitments shall not be an increase of a Commitment of any Lender), (ii) reduce or forgive the principal amount of any Loan or LC Disbursement or reduce or forgive the rate of interest thereon (other than interest accruing pursuant to Section 2.12(c) or a waiver thereof), or reduce or forgive any fees or other amounts payable hereunder, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby (except that any amendment or modification of the financial covenants in this Agreement (or defined terms used in the financial covenants in this Agreement) shall not constitute a reduction in the rate of interest or fees for purposes of this clause (ii)), or (iii) postpone any scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment (it being understood that a waiver of any condition precedent in Section 4.02 or the waiver of any Default or Event of Default or mandatory reduction of the Commitments shall not be an extension of a Commitment of any Lender), without the written consent of each Lender directly affected thereby, (iv) change Section 2.17(b) or (c) in a manner that would alter the manner in which payments are shared, without the written consent of each Lender (including any such Lender that is a Defaulting Lender), (v) change any of the provisions of this Section 9.02 or the definition of "Required Lenders", "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, (vi) release all or substantially all of the Guarantors from their obligation under the Subsidiary Guaranty (except as otherwise permitted herein or in the other Loan Documents), without the written consent of each Lender (other than any Defaulting Lender), or (vii) except as provided in clause (d) of this Section 9.02 or in any Collateral Document, release or subordinate all or substantially all of the Collateral, without the written consent of each Lender (other than any Defaulting Lender); provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Issuing Bank or the Swingline Lender hereunder without the prior written consent of the Administrative Agent, the Issuing Bank or the Swingline Lender, as the case may be. The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.04 or Section 2.04.

(c) The Lenders hereby irrevocably authorize the Administrative Agent to, and the Administrative Agent hereby agrees with the Borrower that it shall, release any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (i) upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations) and the cash collateralization of all Unliquidated Obligations in a manner reasonably satisfactory to the Administrative Agent, (ii) constituting property being sold or Disposed of if the Borrower certifies to the Administrative Agent that the sale or Disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property leased to the Borrower or any Subsidiary under a lease which has expired or been terminated in a transaction permitted under this Agreement, or (iv) as required to effect any sale or other Disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral and the Administrative Agent shall not be required to execute any such release on terms which, in the Administrative Agent's reasonable opinion, would expose the Administrative Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty.

(d) Notwithstanding anything to the contrary herein:

(i) this Agreement and the other Loan Documents may be amended to effect an incremental facility pursuant to Section 2.08(e) (and the Administrative Agent, the Borrower and any Lender providing Loans under such incremental facility may effect such amendments to this Agreement and the other Loan Documents without the consent of any other party as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, the Borrower and such Lender, to effect the terms of any such incremental facility);

(ii) the Administrative Agent may, with the consent of the Borrower only, amend, modify or supplement this Agreement or any of the other Loan Documents to cure any ambiguity, omission, mistake, defect or inconsistency; and

(iii) guarantees, Collateral Documents and related documents executed by the Loan Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with any other Loan Document, entered into, amended, supplemented or waived, without the consent of any other Person, by the applicable Loan Party or Loan Parties and the Administrative Agent, to (A) effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties or (B) as required by local law to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable requirements of law.

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by each of the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of one (1) primary counsel for the Administrative Agent and one (1) local counsel to the Administrative Agent in each relevant jurisdiction (excluding in-house counsel), if necessary, in connection with the syndication and distribution (including, without limitation, via the internet or through an Electronic System or Approved Electronic Platform) of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, the Issuing Bank or any Lender (limited to, in the case of legal expenses, the fees, charges and disbursements of one (1) primary counsel for the Lenders, taken as a whole, and solely in the event of an actual or reasonably perceived conflict of interest and after written notice to the Borrower regarding such actual or perceived conflict of interest, one (1) additional counsel for the Lenders, taken as a whole), in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section 9.03, or in connection with the Loans made or Letters of Credit issued hereunder, including all such reasonable and documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) To the extent permitted by applicable law (i) neither the Borrower nor any Loan Party shall assert any claim against any Indemnitee for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet), and (ii) no party hereto shall assert any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that, nothing in this Section 9.03(b) shall relieve the Borrower or any Loan Party of any obligation it may have to indemnify an Indemnitee, as provided in Section 9.03(c), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(c) The Borrower shall indemnify the Administrative Agent, each Arranger, each Syndication Agent, each Co-Documentation Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all Liabilities and related expenses (limited to, in the case of legal expenses, the fees, charges and disbursements of one (1) primary counsel for the Indemnitees, taken as a whole, one (1) local counsel in each jurisdiction where Collateral is located or proceedings are held, and solely in the event of an actual or reasonably perceived conflict of interest and after written notice to the Borrower regarding such actual or perceived conflict of interest, one (1) additional counsel for the Indemnitees, taken as a whole) for such Indemnitee incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution and delivery of the Loan Documents and any agreement or instrument contemplated thereby, (ii) the funding of any Loan or the issuance of any Letter of Credit or the use of the proceeds therefrom (including any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any act or omission of the Administrative Agent in connection with the administration of the Loan Documents, (iv) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by a Loan Party or a Subsidiary, or any Environmental Liability related in any way to a Loan Party or a Subsidiary prior to foreclosure of such property, (v) the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Administrative Agent or the Lenders or each Loan Party, and any claim for Patent, Trademark or Copyright infringement) prior to foreclosure of such Collateral, or (vi) any actual or prospective Proceeding relating to any of the foregoing, whether or not such Proceeding is brought by any Loan Party or their respective equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such Liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted primarily from (x) the bad faith, gross negligence or willful misconduct of such Indemnitee, (y) a material breach of the Loan Documents by an Indemnitee, or (z) any dispute that does not involve an act or omission by the Borrower, any Subsidiary of any of their Affiliates and that is between and among Indemnitees (other than an Indemnitee in its capacity of Lead Arranger/Lead Bookrunner or the Administrative Agent or any other similar role with respect to the Loan Documents). This Section 9.03(c) shall not apply with respect to Taxes other than any Taxes that represent losses or damages arising from any non-Tax claim.

(d) Each Lender severally agrees to pay any amount required to be paid by any Loan Party under paragraphs (a), (b) or (c) of this Section 9.03 to the Administrative Agent, the Swingline Lender and each Issuing Bank, and each Related Party of any of the foregoing Persons (each, an "Agent-Related Person") (to the extent not reimbursed by the Loan Parties and without limiting the obligation of any Loan Party to do so), ratably according to their respective Applicable Percentage in effect on the date on which such payment is sought under this Section 9.03 (or, if such payment is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Applicable Percentage immediately prior to such date), from and against any and all Liabilities and related expenses, including the fees, charges and disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent-Related Person in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent-Related Person under or in connection with any of the foregoing; provided that the unreimbursed expense or Liability or related expense, as the case may be, was incurred by or asserted against such Agent-Related Person in its capacity as such; provided, further, that no Lender shall be liable for the payment of any portion of such Liabilities, costs, expenses or disbursements that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted primarily from such Agent-Related Person's gross negligence or willful misconduct. The agreements in this Section 9.03 shall survive the termination of this Agreement and the Payment in Full of the Obligations.

(e) Payments. All amounts due under this Section 9.03 shall be payable within thirty (30) days after receipt of a written invoice therefor with reasonably detailed backup.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), except that (i) the Borrower not may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 9.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section 9.04) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution or a Disqualified Lender) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment, participations in Letters of Credit and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower; provided that, the Borrower shall be deemed to have consented to an assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof, and provided, further, that no consent of the Borrower shall be required for an assignment to a Lender or, if a Specified Event of Default has occurred and is continuing, any other Eligible Assignee;

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of, an Affiliate of a Lender or an Approved Fund; and

(C) the Issuing Bank and the Swingline Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $10,000,000, unless each of the Borrower and the Administrative Agent otherwise consent; provided that no such consent of the Borrower shall be required if a Specified Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent (x) an Assignment and Assumption or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, together with a processing and recordation fee of $3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which

may contain material non-public information about the Borrower and its affiliates, the Loan Parties and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

For the purposes of this Section 9.04(b), the terms "Approved Fund" and "Ineligible Institution" have the following meanings:

(i) "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

(ii) "Ineligible Institution" means a (a) natural person, (b) a Defaulting Lender or its Lender Parent, (c) holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof; provided that, with respect to clause (c), such holding company, investment vehicle or trust shall not constitute an Ineligible Institution if it (x) has not been established for the primary purpose of acquiring any Loans or Commitments, (y) is managed by a professional advisor, who is not such natural person or a relative thereof, having significant experience in the business of making or purchasing commercial loans, and (z) has assets greater than $25,000,000 and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business; (d) a Loan Party or a Subsidiary or other Affiliate of a Loan Party or (e) any Person that is a Disqualified Lender.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section 9.04, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.14, 2.15, 2.16 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 9.04.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent, the Issuing Bank and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption executed by an assigning Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 9.04 and any written consent to such assignment required by paragraph (b) of this Section 9.04, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.04(c), 2.05(d) or (e), 2.06(b), 2.17(c) or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of, or notice to, the Borrower, the Administrative Agent, the Issuing Bank or the Swingline Lender, sell participations to one or more banks or other entities other than an Ineligible Institution (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, the Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Subject to paragraph (c)(ii) of this Section 9.04, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.04 provided that such Participant (A) agrees to be subject to the provisions of Sections 2.17 and 2.18 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Sections 2.14 or 2.16 with respect to any participation than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.19(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided such Participant agrees to be subject to Section 2.17(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.14 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant shall not be entitled to the benefits of Section 2.16 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees to comply with Section 2.16 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement or any other Loan Document (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under this Agreement or any other Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103 1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 9.04 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Disqualified Lenders.

(i) Except as otherwise provided in this Agreement, no assignment or participation shall be made to any Person that was a Disqualified Lender as of the date (the "Trade Date") on which the assigning or participating, as applicable, Lender entered into a binding agreement to sell and assign or grant a participation in all or a portion of its rights and obligations under

this Agreement to such Person (unless the Borrower has consented to such assignment or participation in writing in its sole and absolute discretion, in which case such Person will not be considered a Disqualified Lender for the purpose of such assignment or participation). For the avoidance of doubt, with respect to any assignee or Participant that becomes a Disqualified Lender after the applicable Trade Date (including as a result of the delivery of a written supplement to the list of "Disqualified Lenders" referred to in, the definition of "Disqualified Lender"), (x) such assignee or Participant shall not retroactively be disqualified from becoming a Lender or Participant and (y) the execution by the Borrower of an Assignment and Assumption with respect to such assignee will not by itself result in such assignee no longer being considered a Disqualified Lender. Any assignment or participation in violation of this clause (e) shall not be void, but the other provisions of this clause (e) shall apply.

(ii) If any assignment or participation is made to any Disqualified Lender without the Borrower's prior written consent in violation of clause (i) above or its Affiliates, or if any Person becomes a Disqualified Lender or an Affiliate thereof after the applicable Trade Date, the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Lender or Affiliate, as applicable, and the Administrative Agent, (A) terminate any Commitment of such Disqualified Lender or Affiliate, as applicable, and repay all obligations of the Borrower owing to such Disqualified Lender or Affiliate, as applicable, in connection with such Commitment and/or (B) require such Disqualified Lender or Affiliate, as applicable, to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 9.04), all of its interest, rights and obligations under this Agreement to one or more Persons (other than an Ineligible Institution) at the lesser of (x) the par value of the principal amount thereof and (y) the amount that such Disqualified Lender or its Affiliates, as applicable, paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder; provided that if any Lender (including any Disqualified Lender or Affiliate thereof that becomes a Lender) does not execute and deliver an Assignment and Assumption to the Administrative Agent within one (1) Business Day after having received a request therefor, such Lender (including any Disqualified Lender or Affiliate thereof that becomes a Lender) hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender, as assignor, any Assignment and Assumption necessary to effectuate any assignment in full of such Lender's interests hereunder.

(iii) Notwithstanding anything to the contrary contained in this Agreement, Disqualified Lenders or any of their Affiliates to whom an assignment or participation is made in violation of clause (i) above (A) will not have the right to (x) receive information, reports or other materials provided to Lenders by the Borrower or any Subsidiary, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site (including any E-Systems or other Electronic Transmissions) established for the Lenders, the Borrower or any Subsidiary or confidential communications from counsel to or financial advisors of the Administrative Agent, the Lenders, the Borrower or any Subsidiary and (B)(x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Loan Document, each Disqualified Lender or its Affiliates, as applicable, will be deemed to have consented in the same proportion as the Lenders that are not Disqualified Lenders consented to such matter, and (y) for purposes of voting on any plan of reorganization or plan of liquidation including under any Bankruptcy Event, each Disqualified Lender or its Affiliates, as applicable, party hereto hereby agrees (1) not to vote on such plan of reorganization or plan of liquidation, (2) if such Disqualified Lender or its Affiliates, as applicable, does vote on such plan of reorganization or plan of liquidation notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other bankruptcy, insolvency or reorganization or relief of debtors or seeking the entry of an order for relief or the appointment of a custodian, receiver, trustee, conservator, liquidating agent, liquidator, other similar official or other official with similar powers or other applicable laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such plan of reorganization in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other U.S. Federal, state or foreign debtor relief laws or other applicable laws) and (3) not to contest any request by any party for a determination by a U.S. federal bankruptcy court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

(iv) The Administrative Agent shall have the right (but not the obligation), and the Borrower hereby expressly authorizes the Administrative Agent, to provide the list of Disqualified Lenders provided by the Borrower and any updates thereto from time to time (collectively, the "DQ List") to each Lender or potential Lender requesting the same. The Administrative Agent and the Lenders shall be entitled to rely on a representation from any assignee or participant (or

prospective assignee or participant) that such Person is not a Disqualified Lender. Except as set forth in the immediately preceding sentence, in no event shall the Administrative Agent be obligated to ascertain, inquire into or monitor as to whether any Lender or prospective assignee is a Disqualified Lender or enforce compliance with the provisions hereof relating to Disqualified Lenders.

(v) The Administrative Agent and the Lenders shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders, other than to deliver to the Borrower the relevant assignment documentation upon the request of the Borrower. Without limiting the generality of the foregoing, neither the Administrative Agent nor any Lender shall (x) be obligated to ascertain, monitor or inquire as to whether any other Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, by any other Person to any Disqualified Lender.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.14, 2.15, 2.16 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06. Counterparts; Integration; Effectiveness. (a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to

accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 9.07. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Bank, and each of their respective Affiliates is hereby authorized at any time and from time to time, upon the receipt of the written consent of the Administrative Agent, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held, and other obligations at any time owing, by such Lender, such Issuing Bank or any such Affiliate, to or for the credit or the account of any Loan Party against any and all of the Obligations owing to such Lender or such Issuing Bank or their respective Affiliates, irrespective of whether or not such Lender, Issuing Bank or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Loan Parties may be contingent or unmatured or are owed to a branch office or Affiliate of such Lender or such Issuing Bank different from the branch office or Affiliate holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.20 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Banks, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Secured Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The applicable Lender, the Issuing Bank or such Affiliate shall notify the Borrower and the Administrative Agent of such setoff or application; provided that the failure to give such notice shall not affect the validity of such setoff or application under this Section 9.08. The rights of each Lender, each Issuing Bank and their respective Affiliates under this Section 9.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Bank or their respective Affiliates may have.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks.

(b) EACH LENDER, EACH LOAN PARTY AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN

DOCUMENT (EXCLUDING THE ENFORCEMENT OF THE SECURITY DOCUMENTS TO THE EXTENT SUCH SECURITY DOCUMENTS EXPRESSLY PROVIDE OTHERWISE), OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF SUCH PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF SUCH PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 9.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Related Parties, including accountants, legal counsel and other advisors on a “need-to-know” basis (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential and the Administrative Agent, the Issuing Bank and the Lenders shall be responsible for the compliance with this paragraph by its Related Parties), (b) to the extent requested by any Governmental Authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners) (in which case, to the extent permitted by law, the party in receipt of such request shall promptly inform the Borrower in advance other than in connection with any examination of the financial condition or other routine examination of such Lender), (c) as may be compelled in a judicial or administrative proceeding or to the extent required by any Requirement of Law or by any subpoena or similar legal process (in which case, to the extent permitted by applicable law, the party in receipt of such request shall promptly inform the Borrower in advance), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 9.12, to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower, its Subsidiaries and their obligations, (g) with the prior written consent of

the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 9.12 or (ii) becomes available to the Administrative Agent, the Issuing Bank or any Lender on a non-confidential basis from a source other than the Borrower or any Person who is known to the Administrative Agent, the Issuing Bank or any Lender to have confidentiality obligations to the Borrower. For the purposes of this Section 9.12, "Information" means all information received from any Loan Party with respect to the Borrower or any of its Subsidiaries or any of its or their business, other than any such information that is available to the Administrative Agent, the Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrower or any of its Subsidiaries and other than information pertaining to this Agreement provided by arrangers to data service providers, including league table providers, that serve the lending industry Any Person required to maintain the confidentiality of Information as provided in this Section 9.12 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN THIS SECTION 9.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS. ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW. Notwithstanding anything in this Section 9.12 to the contrary, (x) to the extent any legal counsel, independent auditors, professionals and other experts or agents of a Lender receives any Information, such legal counsel, independent auditors, professionals and other experts or agents shall sign an undertaking that they will treat such Information as confidential (subject to certain customary exceptions) unless there are established and enforceable codes of professional conduct governing the confidential treatment of such Information so received and (y) in no event shall any disclosure of any Information be made to a Person that is a Disqualified Lender at the time of disclosure.

SECTION 9.13. Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U of the Federal Reserve Board) for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, neither the Issuing Bank nor any Lender shall be obligated to extend credit to the Borrower in violation of any Requirement of Law.

SECTION 9.14. USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies each Loan Party that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the USA PATRIOT Act.

SECTION 9.15. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Interest Rate Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Interest Rate Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Interest Rate Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.15 shall be cumulated and the interest and Interest Rate Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the NYFRB Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.16. Disclosure. The Borrower and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Borrower, its Subsidiaries and their respective Affiliates.

SECTION 9.17. Amendment and Restatement. This Agreement amends and restates the Existing Credit Agreement in its entirety as of the date hereof. As of the Effective Date, (a) all Revolving Loans (as such terms are defined in the Existing Credit Agreement) outstanding under the Existing Credit Agreement shall constitute Revolving Loans outstanding under, and subject to the terms of, this Agreement, (b) all existing letters of credit issued under the Existing Credit Agreement shall constitute Letters of Credit issued and in existence under, and subject to the terms of, this Agreement, and (c) all other amounts owing under the Existing Credit Agreement shall be deemed outstanding hereunder. Accordingly, the Loans, Letters of Credit and other obligations pursuant hereto are issued in exchange and replacement for the loans, letters of credit and other obligations under the Existing Credit Agreement, shall not be a novation or satisfaction thereof and shall be entitled to and secured by the same collateral with the same priority, as in effect prior to the date hereof.

SECTION 9.18. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

SECTION 9.19. Acknowledgement Regarding Any Supported QFCs. (a) To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States).

(b) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such

Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Secured Parties, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession or control. Should any Lender (other than the Administrative Agent) obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

SECTION 9.20. No Fiduciary Duty, etc.

(a) The Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that no Credit Party will have any obligations under the Loan Documents except those obligations expressly set forth herein and in the other Loan Documents and each Credit Party is acting solely in the capacity of an arm's length contractual counterparty to the Borrower with respect to the Loan Documents and the transactions contemplated herein and therein and not as a financial advisor or a fiduciary to, or an agent of, the Borrower or any other person. The Borrower agrees that it will not assert any claim against any Credit Party based on an alleged breach of fiduciary duty by such Credit Party in connection with this Agreement and the transactions contemplated hereby. Additionally, the Borrower acknowledges and agrees that no Credit Party is advising the Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated herein or in the other Loan Documents, and the Credit Parties shall have no responsibility or liability to the Borrower with respect thereto.

(b) The Borrower further acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party, together with its Affiliates, is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, any Credit Party may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Borrower and other companies with which the Borrower may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Credit Party or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

(c) In addition, the Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which the Borrower may have conflicting interests regarding the transactions described herein and otherwise. No Credit Party will use confidential information obtained from the Borrower by virtue of the transactions contemplated by the Loan Documents or its other relationships with the Borrower in connection with the performance by such Credit Party of services for other companies, and no Credit Party will furnish any such information to other companies. The Borrower also acknowledges that no Credit Party has any obligation to use in connection with the transactions contemplated by the Loan Documents, or to furnish to the Borrower, confidential information obtained from other companies.

SECTION 9.21. Marketing Consent. The Borrower hereby authorizes JPMCB and its affiliates (collectively, the "JPMCB Parties"), at their respective sole expense, and without any prior approval by the Borrower, to include the Borrower's name and logo in advertising, marketing, tombstones, case studies and training materials, and to give such other publicity to this Agreement as JPMCB Parties may from time to time determine in their sole discretion; provided that no JPMCB Party shall use any information that is not

publicly available in any such advertising, marketing, tombstones, case studies and training materials or other publicity. The foregoing authorization shall remain in effect unless (and solely until) the Borrower notifies JPMCB in writing that such authorization is revoked.

SECTION 9.22. No Conflict. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, in the event of a conflict between the terms and conditions of (a) this Agreement and any other Loan Document (other than a Subordination Agreement), the terms and conditions of this Agreement shall control and (b) this Agreement and a Subordination Agreement, the terms and conditions of the Subordination Agreement shall control.

[Signature Pages Follow]

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

THE HAGERTY GROUP, LLC

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent

By _____
Name: Nathan Wright
Title: Authorized Officer

CITIZENS BANK, N.A.

By _____
Name:
Title:

KEY BANK, NATIONAL ASSOCIATION

By _____
Name:
Title:

[Signature Page to Amended and Restated Credit Agreement]

Commitment Schedule

Commitments

Lender	Commitment as of the Third Amendment Effective Date
JPMorgan Chase Bank, N.A.	$ 90,000,000

Citizens Bank, N.A.	$	75,000,000
KeyBank National Association	$	65,000,000
Total:	**$**	**230,000,000**

Commitment Schedule

EXHIBIT A

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the "Assignor") and [*Insert name of Assignee*] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1.	Assignor:	_____
2.	Assignee:	_____ [and is an Affiliate/Approved Fund of [*identify Lender*]][1]
3.	Borrower(s):	THE HAGERTY GROUP, LLC
4.	Administrative Agent:	JPMORGAN CHASE BANK, N.A., as the administrative agent under the Credit Agreement

[1] ***Select as applicable.***

5.	Credit Agreement:	The Amended and Restated Credit Agreement dated as of December 12, 2018 among THE HAGERTY GROUP, LLC, the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans[2]
Commitment	$	$	%

Effective Date: _____ ___, 20___ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

THE ASSIGNEE REPRESENTS AND WARRANTS THAT IT IS NOT A DISQUALIFIED LENDER OR AN AFFILIATE OF A DISQUALIFIED LENDER AND OTHERWISE MEETS ALL THE REQUIREMENTS OF AN ASSIGNEE UNDER THE CREDIT AGREEMENT.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Title:

[2] *Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.*

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Title:

[Consented to and][3] Accepted:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent, Swingline Lender and
Issuing Bank

By _____
Title:

[Consented to:][4]

THE HAGERTY GROUP, LLC

By _____
Title:

[3] *To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.*

[4] *To be added only if the consent of the Borrower and/or other parties (e.g. Swingline Lender, Issuing Bank) is required by the terms of the Credit Agreement.*

ANNEX 1

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (v) it is not a Disqualified Lender or an Affiliate of a Disqualified Lender and satisfies all requirements of an assignee under the Credit Agreement and (vi) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT B

COMPLIANCE CERTIFICATE

To: The Lenders party to the
Credit Agreement described below

This Compliance Certificate ("Certificate"), for the period ended [_____ __], 20[__], is furnished pursuant to that certain Amended and Restated Credit Agreement dated as of December 12, 2018 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Agreement") among The Hagerty Group, LLC (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders. Unless otherwise defined herein, capitalized terms used in this Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES, ON BEHALF OF THE BORROWER AND NOT INDIVIDUALLY, THAT:

1. I am the [_____][5] of the Borrower and I am authorized to deliver this Certificate on behalf of the Borrower;

2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the compliance of the Borrower and its Subsidiaries with the Agreement during the accounting period covered by the attached financial statements (the "Relevant Period");

3. The attached financial statements of the Borrower and, as applicable, its Subsidiaries and/or Affiliates for the Relevant Period: (a) to the extent that the attached financial statements are the Borrower's annual Fiscal Year-end financial statements, are reported on by Deloitte & Touche LLP, or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit (other than a qualification, exception or explanation resulting solely from any upcoming maturity date of any Indebtedness occurring within one year from the time such opinion is delivered or actual or prospective anticipated defaults under any financial covenants under any such Indebtedness)) to the effect that such financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP and (b) to the extent that the attached financial statements are not the Borrower's annual Fiscal Year-end financial statements, present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

[5] *To conform to Financial Officer.*

4. [Except as described in the disclosure below, the] [The] examinations described in paragraph 2 did not disclose, and I have no knowledge of, (a) the existence of any condition or event, which has not been previously disclosed or cured, which constitutes a Default under the Agreement or any other Loan Document during or at the end of the Relevant Period or as of the date of this Certificate or (b) any change in GAAP or in the application thereof that has occurred since the date of the annual financial statements delivered to the Administrative Agent in connection with the closing of the Agreement or subsequently delivered as

required in the Agreement. [Described below are the exceptions referred to in this paragraph 4 listing, in detail, the (i) nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event or (ii) change in the Accounting Method or the application thereof and the effect of such change on the attached financial statements][6];

5. I hereby certify that, except as set forth below, no Loan Party has changed (i) its name, (ii) its chief executive office, (iii) its principal place of business, (iv) the type of entity it is or (v) its state of incorporation or organization except as set forth below:

[_____
_____];

6. Schedule I attached hereto sets forth financial data and computations[7] demonstrating the Borrower's compliance with the financial covenants set forth in Section 6.13 of the Agreement.

The foregoing certifications, together with the computations set forth in Schedule I hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this [___] day of [_____, ____].

_____

By: _____
Name: _____
Title: _____

[6] *To be included if relevant.*

[7] *Schedule I must include reasonably detailed calculation tables for all components of the financial covenant calculations.*

Schedule I to Compliance Certificate

Compliance as of _____, ____ with
Section 6.13 of the Agreement

EXHIBIT C-1

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of December 12, 2018 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement"), among The Hagerty Group, LLC (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of

the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate prior to the first payment to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name: _____
Title: _____

Date: _____ __, 20[ ]

EXHIBIT C-2

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of December 12, 2018 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement"), among The Hagerty Group, LLC (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate prior to the first payment to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name: _____
Title: _____

Date: [_____ __], 20[ ]

EXHIBIT C-3

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of December 12, 2018 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement"), among The Hagerty Group, LLC (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by a withholding statement together with an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate prior to the first payment to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name: _____
Title: _____

Date: [_____ __], 20[__]

EXHIBIT C-4

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of December 12, 2018 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement"), among The Hagerty Group, LLC (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any promissory note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by a withholding statement together with an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate prior to the first payment to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name: _____
Title: _____

Date: [_____ __], 20[__]

Exhibit 10.17

FOURTH AMENDED AND RESTATED MASTER ALLIANCE AGREEMENT
between

HAGERTY, INC.

THE HAGERTY GROUP, LLC

and

MARKEL CORPORATION

dated

December 8, 2021

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FOURTH AMENDED AND RESTATED MASTER ALLIANCE AGREEMENT

THIS FOURTH AMENDED AND RESTATED MASTER ALLIANCE AGREEMENT (including all exhibits hereto, and all amendments hereto, this "Agreement") is made and entered into this 8th day of December, 2021, by and between (i) Hagerty, Inc., a corporation organized under the laws of the State of Delaware ("HGTY"), and The Hagerty Group, LLC, a limited liability company organized under the laws of the State of Delaware ("Hagerty"), on the one hand, and (ii) Markel Corporation, a corporation incorporated under the laws of the Commonwealth of Virginia ("Markel"), on the other hand. HGTY, Hagerty and Markel may hereinafter be referred to from time to time as a "Party" in their individual capacities and as "Parties" collectively.

WITNESSETH:

WHEREAS, pursuant to that certain Master Alliance Agreement, dated as of March 9, 2012 (the "Original Alliance Agreement"), between Hagerty and Markel, Hagerty and Markel entered into a business relationship (the "Alliance") involving the marketing, production, underwriting, selling and administration of personal property and casualty Insurance Policies (other than overseas cargo Insurance Policies) for classic and collector motor vehicles, collectibles, automotive tools and spare parts, "automobilia" (*i.e.*, any historic or collectible item linked with motor vehicles) and vintage camper trailers within the fifty (50) United States and the District of Columbia (the "Alliance Business") and the ownership of an insurer with respect thereto;

WHEREAS, on October 16, 2012, Hagerty and Markel entered into that certain First Amended and Restated Master Alliance Agreement, amending and restating the Original Alliance Agreement (as amended by Amendment No. 1 to the First Amended and Restated Master Alliance Agreement, dated December 28, 2012, the "First Amended Alliance Agreement");

WHEREAS, on March 22, 2017, Hagerty and Markel entered into that certain Second Amended and Restated Master Alliance Agreement, amending and restating the First Amended Alliance Agreement (the "Second Amended Alliance Agreement");

WHEREAS, on June 20, 2019, Hagerty and Markel entered into that certain Third Amended and Restated Master Alliance Agreement, amending and restating the Second Amended Alliance Agreement and, on February 5, 2021, entered into the First Amendment thereto (as amended, the "Third Amended Alliance Agreement"); and

WHEREAS, the Parties desire to amend and restate the Third Amended Alliance Agreement in its entirety on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 Terms. The terms defined in this Article I shall have the meanings ascribed to them herein whenever they are used in this Agreement.

"**2013 Evanston Reinsurance Agreement**" means that certain Personal Property and Casualty Quota Share Reinsurance Agreement, effective January 1, 2013, between the Insurer and Evanston, as terminated effective January 1, 2017.

"**2017 Evanston Reinsurance Agreement**" means that certain reinsurance agreement, effective as of January 1, 2017, by and between the Insurer and Evanston.

"**Action**" means any claim, action, suit, complaint, charge, litigation, arbitration, petition, demand, inquiry, audit, proceeding (including any formal or informal civil, criminal administrative, investigative or appellate process), prosecution, contest, hearing, examination or investigation that has been, is being or may in the future be commenced, brought, conducted or heard by or before, or that otherwise involves or may involve, any Governmental Authority, mediator or mediation panel.

"**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 specified Person.

"**Agency Agreement**" means that certain Personal Lines Agency Agreement, dated as of January 1, 2013, by and among Hagerty Agency, Hagerty Marine and the Insurer.

"**Agreement**" shall have the meaning set forth in the Preamble.

"**Alliance**" shall have the meaning set forth in the Recitals.

"**Alliance Business**" shall have the meaning set forth in the Recitals.

"**Alliance Effective Date**" means January 1, 2014.

"**Alliance Steering Committee**" shall have the meaning set forth in Section 6.1.

"**Alternative Insurer**" shall have the meaning set forth in Section 5.2(b).

"**A.M. Best**" means A.M. Best Company, Inc.

"**Business Day**" means any day that is not a Saturday, a Sunday or any other day on which commercial banks located in New York, New York are authorized or required by any applicable Law or Governmental Order to be closed.

"**Capital Contribution Notice**" shall have the meaning set forth in Section 5.23(a).

"**Change of Control**" means, (a) with respect to HGTY or Hagerty, as applicable, any Person holds a greater percentage of the ultimate voting power, directly or indirectly, of HGTY or Hagerty, as applicable, than each of (i) Markel and its Affiliates and (ii) the Hagerty Owners and its Affiliates; provided, that, no Change of Control shall be deemed to have occurred pursuant to this clause (a) to the extent caused by or otherwise resulting from the transfer of Markel's or its Affiliates' direct or indirect ownership interests in HGTY or Hagerty, as applicable, and (b) with respect to Markel, the acquisition or assumption (other than by an Affiliate of Markel) of (i) Control of Markel, whether by merger, consolidation, stock acquisition, or otherwise or (ii) all or substantially all of the assets, liabilities or business of Markel.

"**Claims Services Agreement**" means that certain Claims Services Agreement, dated as of July 23, 2019, by and between MSI and the Insurer.

"**Claims Services and Management Agreement**" means that certain Claims Services and Management Agreement, dated as of January 1, 2013, by and between Hagerty Agency and MSI.

"**Code**" means the United States Internal Revenue Code of 1986.

"**Confidential Information**" shall have the meaning set forth in Section 5.15.

"**Control**" means, with respect to any Person, the possession, directly or indirectly, 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. The terms "**Controlled**", "**Controlled by**" and "**under common Control with**" shall have correlative meanings.

"**Dispute**" shall have the meaning set forth in Section 9.6(a).

"**Estimated Insurer Acquisition Price**" shall have the meaning set forth in Section 5.6(b).

"**Estimated Insurer Acquisition Price Notice**" shall have the meaning set forth in Section 5.6(b).

"**Evanston**" means Evanston Insurance Company, an Illinois-domiciled insurance company.

"**Evanston Permits**" shall have the meaning set forth in Section 3.5.

"**Evanston Reinsured Policy**" means any Insurance Policy with respect to which Liability is ceded or retroceded by the Insurer to Evanston pursuant to the 2013 Evanston Reinsurance Agreement or the 2017 Evanston Reinsurance Agreement.

"**Final Insurer Acquisition Price**" shall have the meaning set forth in Section 5.6(c).

"**First Amended Alliance Agreement**" shall have the meaning set forth in the Recitals.

"**Fronting Insurer**" shall have the meaning set forth in Section 5.7(b).

"**Fronting Period**" shall have the meaning set forth in Section 7.5.

"**GAAP**" means generally accepted accounting principles in the United States of America.

"**Governmental Approval**" means any approval, authorization, consent, qualification, permit, license, order, permission, registration, certificate, variance, clearance or any waiver of any of the foregoing, obtained or required to be obtained from, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Authority.

"**Governmental Authority**" means any foreign or United States federal, state, provincial or local governmental, quasi-governmental, legislative, regulatory or administrative authority, agency, body, commission or other similar entity or any court, tribunal, or judicial or arbitral body.

"**Governmental Order**" means any order, writ, judgment, injunction, declaration, decree, stipulation, determination, award or agreement entered by or with any Governmental Authority.

"**Hagerty**" shall have the meaning set forth in the Preamble.

"**Hagerty Acquisition Notice**" shall have the meaning set forth in Section 5.6(a).

"**Hagerty Agency**" means Hagerty Insurance Agency, LLC.

"**Hagerty International**" means Hagerty International Limited.

"**Hagerty International Reinsurance Agreement**" means that certain Proportional Treaty, dated as of February 19, 2021, by and between MIICL and Hagerty Re.

"**Hagerty Marine**" means Hagerty Classic Marine Insurance Agency, LLC.

"**Hagerty Motor Binding Authority Agreement**" means that certain binding authority agreement, effective as of February 1, 2021, by and between Hagerty International and MIICL.

"**Hagerty Owners**" means (a) the Persons that Control HGTY or Hagerty, as applicable, directly or indirectly, as of the date hereof, (b) with respect to any such Person that is a natural person, any spouse, ancestor or descendant (whether natural or adopted) of such Person, (c) any trust, family limited partnership or family limited liability company established for estate planning purposes for the benefit of such Person or the estate, spouse, ancestors or descendants of such Person, (d) with respect to any trust, the beneficiary of such trust or any spouse, ancestor or descendant (whether natural or adopted) of (i) the grantor of such trust or (ii) the beneficiary of such trust and (e) Affiliates of any Persons described in clauses (a)–(d) above.

"**Hagerty Party**" shall have the meaning set forth in Section 7.2(b).

"**Hagerty Permits**" shall have the meaning set forth in Section 4.5.

"**Hagerty Re**" means Hagerty Reinsurance Limited, a Bermuda exempted company.

"**Hagerty Reinsurance Agreement**" means that certain reinsurance agreement, dated as of March 22, 2017, by and between the Insurer and Hagerty Re.

"**HGTY**" shall have the meaning set forth in the Preamble.

"**Indebtedness**" means, without duplication, (a) all obligations for borrowed money; (b) all obligations to pay the deferred purchase price of property or services; (c) all obligations evidenced by notes, bonds, debentures or other similar instruments; (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to acquired property; (e) all reimbursement obligations, contingent or otherwise, under a drawn acceptance, letter of credit or a similar facility; and (f) all guarantees of any of the foregoing.

"**Independent Expert**" shall have the meaning set forth in Section 5.6(c).

"**Insolvency Event**" means with respect to any Person: (a) such Person commences a voluntary case concerning itself under any applicable bankruptcy, insolvency, moratorium, rehabilitation, liquidation or similar Laws; (b) an involuntary case is commenced against such Person under any applicable bankruptcy, insolvency, moratorium, rehabilitation, liquidation or similar Laws and is not dismissed within 90 days of its commencement; (c) a custodian is appointed under any applicable bankruptcy, insolvency, moratorium, rehabilitation, liquidation or similar Laws for, or takes charge of, all or any substantial part of the property of such Person; (d) any Governmental Order is issued declaring such Person insolvent or bankrupt; (e) such Person makes a general assignment for the benefit of creditors or otherwise enters into a general arrangement for the restructuring of its Liabilities with creditors; (f) such Person has suspended payment of its Liabilities generally; or (g) such Person is unable to pay, or shall be unable to pay, its debts, generally as they become due.

"**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.

"**Insurer**" means Essentia Insurance Company, a Missouri-domiciled insurance company.

"**Insurer Acquisition Price**" shall have the meaning set forth in Section 5.6(a).

"**Insurer Acquisition Price Adjustment**" shall have the meaning set forth in Section 5.6(c).

"**Insurer Acquisition Price Notice**" shall have the meaning set forth in Section 5.6(c).

"**Insurer Acquisition Price Notice of Disagreement**" shall have the meaning set forth in Section 5.6(c).

"**Insurer Permits**" means all Permits, except for such incidental Permits that would be readily obtainable by any qualified applicant without undue burden in the event of any lapse, termination, cancellation or forfeiture thereof, that are held by the Insurer.

"**Insurer Shares**" means shares of common stock, par value $100.00 per share, of the Insurer.

"**Law**" means any foreign or United States federal, state, national, provincial or local, law, ordinance, regulation, rule, code, order, common law, other requirement or rule of law or stock exchange rule imposed by any Governmental Authority.

"**Liabilities**" means any and all debts, liabilities, claims (including unasserted claims), demands, losses, damages, Taxes, deficiencies, obligations and commitments of any kind or nature, whether accrued or fixed, absolute or contingent, known or unknown, matured or unmatured, secured or unsecured or determined or undeterminable, and whether arising under any Law, Action, Governmental Order, contract or otherwise.

"**Lien**" means, with respect to any property or asset, any mortgage, deed of trust, lien, option, right of first offer or refusal, pledge, hypothecation, charge, security interest, lease, encumbrance or other claim of any kind in respect of such property or asset.

"**Losses**" means any Liabilities, Actions, judgments or causes of action, assessments, costs, expenses (including reasonable attorneys' fees and expenses), Taxes, interest and penalties.

"**MAIC**" shall have the meaning set forth in Section 5.7(a).

"**Management Services Agreement**" means that certain Management Services Agreement, dated as of January 1, 2013, by and between the Insurer and MSI.

"**Marine Business**" shall have the meaning set forth in Section 5.14(a).

"**Markel**" shall have the meaning set forth in the Preamble.

"**Markel Rating Event**" means a downgrade of the financial strength rating of the Markel Group by A.M. Best below "A-" (Excellent") that is not caused primarily by losses incurred in the Alliance Business.

"**Markel Sellers**" shall have the meaning set forth in Section 5.6(a).

"**MIC**" shall have the meaning set forth in Section 5.7(a).

"**MIICL**" means Markel International Insurance Company Limited.

"**MSI**" means Markel Service, Incorporated.

"**Option Price**" shall have the meaning set forth in Section 2.3.

"**Original Alliance Agreement**" shall have the meaning set forth in the Recitals.

"**Party**" shall have the meaning set forth in the Preamble.

"**Permit**" means any qualification, registration, filing, privilege, license, franchise, permit, certificate, approval or other similar authorization obtained from or issued by any Governmental Authority.

"**Person**" means any natural person, general or limited partnership, corporation, limited liability company, firm, association, trust, joint venture, Governmental Authority or other legal entity.

"**Purchase Agreement**" shall have the meaning set forth in the Recitals.

"**Renewal Rights**" means the right to service, continue and renew, and collect all commissions and other amounts, including contingency commission payments, on, all Insurance Policies produced by Hagerty Agency or any of its Affiliates in connection with the Alliance Business with respect to current, former and prospective customers, including all (a) rights to produce Insurance Policies with respect to such customer, subject to the rights of such customers to choose whether to do business with Hagerty and its Affiliates, (b) terms, conditions, premium rates and dates of expiration of all of the Insurance Policies comprising the Alliance Business, (c) agent lists (whether former, current or prospective) owned or used by Hagerty Agency or any of its Affiliates in the conduct of the Alliance Business (provided that agent lists that have been furnished to Hagerty Agency by the Insurer or any Affiliate of the Insurer may continue to be used by the Insurer or any such Affiliate outside the Alliance Business), and (d) customer lists (whether former, current or prospective) owned or used by Hagerty Agency or any of its Affiliates in the conduct of the Alliance Business and the following information relating to each of the customers: (i) the customer name, address and contact information, (ii) the insurance products purchased from Hagerty Agency or any of its Affiliates, (iii) the purchasing preferences of such customers and (iv) strategies for placing insurance with such customers.

"**Representatives**" means, with respect to any Person, such Person's directors, officers, employees, agents, contractors or advisors (including financial advisors, attorneys, accountants and auditors).

"**Restricted Business**" shall have the meaning set forth in Section 5.12(a).

"**SAP**" means the statutory accounting principles and practices prescribed or permitted by the Missouri Department of Insurance.

"**SBV Notice**" shall have the meaning set forth in Section 7.3(c).

"**SBV Notice of Disagreement**" shall have the meaning set forth in Section 7.3(c).

"**Second Amended Alliance Agreement**" shall have the meaning set forth in the Recitals.

"**Statutory Book Value**" means, as of any date of determination, an amount equal to the statutory capital and surplus of the Insurer, determined in accordance with SAP.

"**Subsidiary**" means, with respect to any Person, any corporation, general or limited partnership, joint venture, limited liability company, limited liability partnership, trust, estate or other Person that is a legal entity, the securities or other ownership interests of which (a) having ordinary voting power to elect a majority of the board of directors (or a majority of another body performing similar functions) of such corporation or other Person, (b) representing more than fifty percent (50%) of all of the securities or ownership interests of such corporation or other Person or (c) representing more than fifty percent (50%) of the interest in the capital or profits of such corporation or other Person, are at the time directly or indirectly owned by such Person.

"**Tax**" means: (a) any federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, value-added, transfer, stamp, or environmental tax (including taxes under Code Section 59A), escheat payments or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount imposed by any governmental authority and (b) any liability for the payment of amounts determined by reference to amounts described in clause (a) as a result of being a member of an affiliated, consolidated, combined or unitary group, as a result of any obligation under any Tax sharing arrangement, as transferee or successor, or otherwise.

"**Tax Return**" means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax.

"**Term**" shall have the meaning set forth in Section 7.1.

"**Termination Date**" means the date on which this Agreement expires or is terminated in accordance with Section 7.1 or Section 7.2, respectively.

"**Termination Election Notice**" shall have the meaning set forth in Section 7.4(a).

"**Third Amended Alliance Agreement**" shall have the meaning set forth in the Recitals.

"**Transaction Agreements**" means, collectively, this Agreement, the Agency Agreement, the Management Services Agreement, the Claims Services Agreement, the Claims Services and Management Agreement, the 2013 Evanston Reinsurance Agreement, the 2017 Evanston Reinsurance Agreement, the Hagerty Reinsurance Agreement and the Trust Agreement and any other agreement or instrument to be entered into in connection with the transactions contemplated by any such agreements.

"**Trust Agreement**" means that certain reinsurance trust agreement, dated as of March 22, 2017, by and among Hagerty Re, Evanston and Comerica Bank & Trust, National Association.

"**UK Agreements**" means the Hagerty Motor Binding Authority Agreement and the Hagerty International Reinsurance Agreement.

"**UK Business**" means the insurance business as contemplated by the UK Agreements.

1.2 Interpretation. For purposes of this Agreement, (a) words in the singular shall include the plural and vice versa, and words of one gender shall include the other gender as the context requires, (b) the terms "hereof," "herein," and "herewith" and words of similar

import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, (c) references to Article, Section, paragraph and Exhibit mean the Articles, Sections, paragraphs and Exhibits to this Agreement unless otherwise specified, (d) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified, (e) references to an agreement, instrument or other document mean such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement and (f) references to any entity includes any successor thereto or permitted assigns thereof. Titles to Articles and headings of Sections in this Agreement are for convenience only and do not substantively affect the terms of this Agreement. This Agreement and the other Transaction Agreements shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting such agreement or causing such agreement to be drafted.

ARTICLE II
CONTINUATION OF THE ALLIANCE

2.1 **Continuation of Alliance**. The Parties hereby agree to continue the Alliance upon the terms and subject to the conditions of this Agreement and the other Transaction Agreements.

2.2 **Transfer of Insurer Equity**. Notwithstanding anything to the contrary in this Agreement, Markel may, in its sole discretion, transfer all or a portion of its equity interests in the Insurer to a wholly owned Subsidiary of Markel, so long as any such transfer does not adversely impact the rights of Hagerty or its Affiliates under any of the Transaction Agreements, including Hagerty's right to acquire the Insurer pursuant to Section 5.6(a), Section 7.4(a) or Section 7.4(b).

2.3 **Option Payments**. If Hagerty exercises its option to acquire all of the issued and outstanding capital stock of the Insurer pursuant to Section 5.6(a) or if this Agreement is terminated prior to December 31, 2030 and Hagerty elects to acquire all of the issued and outstanding capital stock of the Insurer pursuant to Section 7.4, then the amount of the purchase price Hagerty is required to pay to Markel on the closing date of Hagerty's acquisition of all of the issued and outstanding capital stock of the Insurer shall be reduced by an amount equal to $1,750,000 (the "Option Price") in accordance with Section 5.6(b), Section 7.4(a) or Section 7.4(b), as applicable. If Hagerty does not exercise its option to acquire all of the issued and outstanding capital stock of the Insurer pursuant to Section 5.6(a) or if this Agreement is terminated prior to December 31, 2030 and Hagerty does not elect to acquire all of the issued and outstanding capital stock of the Insurer pursuant to Section 7.4, then Markel shall retain the Option Price.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF MARKEL

Markel hereby represents and warrants to HGTY and Hagerty as follows as of the date hereof:

3.1 **Incorporation and Authority of Markel and the Insurer**.

(a) Markel is a corporation duly formed, validly existing and in good standing under the Laws of Virginia. Markel is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction in which the conduct of its business or the ownership or leasing of its properties makes such qualification necessary, except for failures to be so qualified or in good standing as would not have a material adverse effect on its ability to consummate the transactions contemplated by, and perform its obligations under, the Transaction Agreements to which it is a party. Markel has all necessary corporate power and authority to conduct its business as it is currently being conducted.

(b) The Insurer is an insurance company duly formed, validly existing and in good standing under the Laws of the State of Missouri and is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction in which the conduct of its business or the ownership or leasing of its properties makes such qualification necessary. The Insurer has all necessary corporate power and authority to conduct its business as it is currently being conducted.

(c) Each of Markel, the Insurer and each other applicable Affiliate of Markel has all necessary organizational power and authority to execute and deliver, carry out and perform its obligations under, and consummate the transactions contemplated by, each of the Transaction Agreements to which it is or will be a party. The execution and delivery by Markel, the Insurer and each other applicable Affiliate of Markel of, the performance by Markel, the Insurer and each other applicable Affiliate of Markel of its obligations under, and the consummation by Markel, the Insurer and each other applicable Affiliate of Markel of the transactions contemplated by, each of the Transaction Agreements to which Markel, the Insurer or such other applicable Affiliate of Markel is or will be a party have been duly authorized by all necessary corporate or other similar organizational action on the part of Markel, the Insurer and each such other applicable Affiliate of Markel. Each of the Transaction Agreements to which Markel, the Insurer or any other applicable Affiliate of Markel is or will be a party has been, or upon execution and delivery thereof will be, duly executed and delivered by Markel, the Insurer and each such other applicable Affiliate of Markel. Assuming due authorization, execution and delivery by each other party thereto, each of the Transaction Agreements to which Markel, the Insurer or any other applicable Affiliate of Markel is or will be a party constitutes, or upon execution and delivery thereof will constitute, legal, valid and binding obligations of Markel, the Insurer and each other applicable Affiliate of Markel, enforceable against them in accordance with their respective terms, except as such enforcement may be limited by any applicable bankruptcy, insolvency, moratorium, rehabilitation, liquidation or similar Laws of general applicability now or hereafter in effect relating to or affecting creditors' rights generally.

3.2 **No Conflict**. The execution and delivery by Markel, the Insurer and each other applicable Affiliate of Markel of, the performance by each of Markel, the Insurer and each other applicable Affiliate of Markel of its obligations under, and the consummation by Markel, the Insurer and each other applicable Affiliate of Markel of the transactions contemplated by, each of the Transaction Agreements to which Markel, the Insurer or such other applicable Affiliate of Markel is or will be a party do not and will not (a) violate or conflict with the organizational documents of Markel, the Insurer or any other applicable Affiliate of Markel, (b) conflict with or violate in any material respect any Law or Governmental Order applicable to Markel, the Insurer or any other applicable Affiliate of Markel or to which any of them or any of their respective properties or assets is subject or bound, (c) result in a violation of, or cause the revocation, withdrawal, suspension, cancellation or termination of, or modification to, any Insurer Permit, or (d) result in any breach or violation of, or constitute a default (or event which, with the giving of notice or lapse of time, or both, would constitute a default) under, or give to any Person any rights of termination, acceleration or cancellation of, any material contract, note, instrument, indenture, mortgage, lease or other agreement to which Markel or the Insurer is a party or by which any of them or any of their respective properties or assets is subject or bound.

3.3 **Governmental Approvals**. Except for any Governmental Approvals that have already been obtained and provided to Hagerty, the execution and delivery by Markel, the Insurer and each other applicable Affiliate of Markel of, the performance by each of Markel, the Insurer and each other applicable Affiliate of Markel of its obligations under, and the consummation by Markel, the Insurer and each other applicable Affiliate of Markel of the transactions contemplated by, each of the Transaction Agreements to which Markel, the Insurer or such other applicable Affiliate of Markel is or will be a party do not and will not require any Governmental Approval to be obtained by Markel, the Insurer or any other applicable Affiliate of Markel.

3.4 **Legal Proceedings**. There is no Governmental Order or Action pending or, to the knowledge of Markel, threatened against or affecting Markel or any of its Affiliates that would materially adversely affect the consummation by Markel and its Affiliates of the transactions contemplated by the Transaction Agreements or the ability of Markel or any of its Affiliates to perform its obligations under any of the Transaction Agreements to which it is or will be a party.

3.5 **Insurer Permits and Evanston Permits**. The Insurer holds all Insurer Permits that are material to the operation of the Insurer's business as currently conducted. Evanston holds all Permits that are required for Evanston to execute and deliver, and perform its obligations under, the 2013 Evanston Reinsurance Agreement or the 2017 Evanston Reinsurance Agreement and the Hagerty Reinsurance Agreement (collectively, the "Evanston Permits"), in each case, as of the date hereof. As of the date hereof, the Insurer Permits are valid and in full force and effect, and the Insurer is not in violation of or default under any of the Insurer Permits. As of the date hereof, Evanston holds all of the Evanston Permits, the Evanston Permits are valid and in full force and effect, and Evanston is not in violation of or default under any of the Evanston Permits. As of the date hereof, there is no pending or, to the knowledge of Markel, threatened Action seeking the revocation, suspension, termination, modification, impairment or non-renewal of any Insurer Permit or any Evanston Permit.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF HAGERTY

HGTY and Hagerty hereby represents and warrants to Markel as of the date of the date hereof:

4.1 **Incorporation and Authority**.

(a) HGTY is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. HGTY is duly qualified to do business, and is in good standing, in each jurisdiction in which the conduct of its business or the ownership or leasing of its properties makes such qualification necessary, except for failures to be so qualified or in good standing as would not have a material adverse effect on its ability to perform its obligations under the Transaction Agreements to which it is a party. HGTY has all necessary corporate power and authority to conduct its business as it is currently being conducted.

(b) Hagerty is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware. Hagerty is duly qualified to do business, and is in good standing, in each jurisdiction in which the conduct of its business or the ownership or leasing of its properties makes such qualification necessary, except for failures to be so qualified or in good standing as would not have a material adverse effect on its ability to perform its obligations under the Transaction Agreements to which it is a party. Hagerty has all necessary limited liability company power and authority to conduct its business as it is currently being conducted.

(c) Hagerty Agency is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware and is duly qualified to do business, and is in good standing, in each jurisdiction in which the conduct of its business or the ownership or leasing of its properties makes such qualification necessary. Hagerty Agency has all necessary limited liability company power and authority to conduct its business as it is currently being conducted. Hagerty Agency is Controlled by Hagerty.

(d) Hagerty Re is a Bermuda class 3A reinsurer duly formed, validly existing and in good standing under the Laws of Bermuda and is duly qualified to do business, and is in good standing, in each jurisdiction in which the conduct of its business or the ownership or leasing of its properties makes such qualification necessary. Hagerty Re has all necessary corporate power and authority to conduct its business as it is currently being conducted. Hagerty Re is Controlled by Hagerty Holdings Limited, which is Controlled by Hagerty.

(e) Each of HGTY, Hagerty, Hagerty Agency and Hagerty Re has all necessary limited liability company or corporate, as applicable, power and authority to execute and deliver, carry out and perform its obligations under, and consummate the transactions contemplated by, each of the Transaction Agreements to which it is or will be a party. The execution and delivery by HGTY, Hagerty, Hagerty Agency and Hagerty Re of, the performance by HGTY, Hagerty, Hagerty Agency and Hagerty Re of its obligations under, and the consummation by HGTY, Hagerty, Hagerty Agency and Hagerty Re of the transactions contemplated by, each of the Transaction Agreements to which HGTY, Hagerty, Hagerty Agency or Hagerty Re is or will be a party have been duly authorized by all necessary limited liability company or corporate, as applicable, action on the part of HGTY, Hagerty, Hagerty Agency and Hagerty Re. Each of the Transaction Agreements to which HGTY, Hagerty, Hagerty Agency or Hagerty Re is or will be a party has been, or upon execution and delivery thereof will be, duly executed and delivered by HGTY, Hagerty, Hagerty Agency and Hagerty Re. Assuming due authorization, execution and delivery by each other party thereto, each of the Transaction Agreements to which HGTY, Hagerty, Hagerty Agency or Hagerty Re is or will be a party constitutes, or upon execution and delivery thereof will constitute, legal, valid and binding obligations of HGTY, Hagerty, Hagerty Agency and Hagerty Re, enforceable against them in accordance with their respective terms, except as such enforcement may be limited by any applicable bankruptcy, insolvency, moratorium, rehabilitation, liquidation or similar Laws of general applicability now or hereafter in effect relating to or affecting creditors' rights generally.

4.2 **No Conflict**. The execution and delivery by HGTY, Hagerty, Hagerty Agency and Hagerty Re of, the performance by each of HGTY, Hagerty, Hagerty Agency and Hagerty Re of its obligations under, and the consummation by HGTY, Hagerty, Hagerty Agency and Hagerty Re of the transactions contemplated by, each of the Transaction Agreements to which HGTY, Hagerty, Hagerty Agency or Hagerty Re is or will be a party do not and will not (a) violate or conflict with the organizational documents of HGTY, Hagerty, Hagerty Agency or Hagerty Re, (b) conflict with or violate in any material respect any Law or Governmental Order applicable to HGTY, Hagerty, Hagerty Agency or Hagerty Re or to which any of them or any of their respective properties or assets is subject or bound, (c) result in a violation of, or cause the revocation, withdrawal, suspension, cancellation or termination of, or modification to, any Permit held by Hagerty Agency or Hagerty Re (except for such incidental Permits that would be readily obtainable by any qualified applicant

without undue burden in the event of any lapse, termination, cancellation or forfeiture thereof), or (d) result in any breach or violation of, or constitute a default (or event which, with the giving of notice or lapse of time, or both, would constitute a default) under, or give to any Person any rights of termination, acceleration or cancellation of, any material contract, note, instrument, indenture, mortgage, lease or other agreement to which HGTY, Hagerty, Hagerty Agency or Hagerty Re is a party or by which any of them or any of their respective properties or assets is subject or bound.

4.3 **Governmental Approvals**. Except for any Governmental Approvals that have already been obtained and provided to Markel, the execution and delivery by HGTY, Hagerty, Hagerty Agency and Hagerty Re of, the performance by each of HGTY, Hagerty, Hagerty Agency and Hagerty Re of its obligations under, and the consummation by HGTY, Hagerty, Hagerty Agency and Hagerty Re of the transactions contemplated by, each of the Transaction Agreements to which HGTY, Hagerty, Hagerty Agency or Hagerty Re is or will be a party do not and will not require any Governmental Approval to be obtained by HGTY, Hagerty, Hagerty Agency or Hagerty Re.

4.4 **Legal Proceedings**. There is no Governmental Order or Action pending or, to the knowledge of HGTY or Hagerty, threatened against or affecting HGTY, Hagerty, Hagerty Agency or Hagerty Re that would materially adversely affect the consummation by HGTY, Hagerty, Hagerty Agency and Hagerty Re of the transactions contemplated by the Transaction Agreements or the ability of HGTY, Hagerty, Hagerty Agency or Hagerty Re to perform its obligations under any of the Transaction Agreements to which it is or will be a party.

4.5 **Hagerty Permits**. Hagerty Agency and Hagerty Re hold all Permits that are material to the operation of their respective businesses as currently conducted (collectively, the "Hagerty Permits"). As of the date hereof, the Hagerty Permits are valid and in full force and effect, and neither Hagerty Agency nor Hagerty Re is in violation of or default under any of the Hagerty Permits applicable to it. As of the date hereof, there is no pending or, to the knowledge of HGTY or Hagerty, threatened Action seeking the revocation, suspension, termination, modification, impairment or non-renewal of any Hagerty Permit.

ARTICLE V
COVENANTS AND AGREEMENTS

5.1 **Operating Covenants**. During the period from the date hereof until the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable, except as otherwise expressly permitted or required by this Agreement or any Transaction Agreement, required by applicable Law or requested or consented to in writing by Hagerty (such consent not to be unreasonably withheld, conditioned or delayed):

(a) Markel shall cause the Insurer to conduct its business in the ordinary course consistent with past practice and to use reasonable best efforts to maintain the Insurer's goodwill and relationships with the Insurer's policyholders, regulators and rating agencies; and

(b) Markel shall cause Evanston to not provide any consent or waive any rights under, or otherwise take or fail to take any discretionary action under, the 2013 Evanston Reinsurance Agreement or the 2017 Evanston Reinsurance Agreement without the prior written consent of Hagerty Re; and

(c) Markel shall cause the Insurer to not do any of the following:

(i) amend, modify or change the organizational documents of the Insurer in any material respect;

(ii) issue or authorize for issuance any shares of capital stock or other equity or voting interests of the Insurer, or grant options, warrants, calls or other rights to purchase, acquire or subscribe to, or redeem, repurchase or otherwise acquire any

shares of capital stock or other equity or voting interests of the Insurer, except that Markel may cause additional shares of capital stock of the Insurer to be issued to Markel or its Affiliates;

(iii) (A) merge or consolidate with any other Person, (B) acquire (by merger, consolidation, acquisition of stock or assets, bulk reinsurance or otherwise) any Person or assets or liabilities comprising a business or a segment, division or line of business or any material amount of property or assets in or of any Person, (C) sell all or substantially all of the Insurer's assets, (D) create or acquire any Subsidiaries or (E) enter into any partnership or joint venture;

(iv) take or authorize any action to wind up the affairs of the Insurer or dissolve, liquidate, rehabilitate or otherwise restructure the Insurer;

(v) file or authorize a voluntary case concerning the Insurer under any applicable bankruptcy, insolvency, moratorium, rehabilitation, liquidation or similar Laws, or make a general assignment for the benefit of creditors or otherwise enter into a general arrangement for the restructuring of its liabilities with creditors, or consent to the appointment of a custodian under any applicable bankruptcy, insolvency, moratorium, rehabilitation, liquidation or similar Laws for all or any substantial part of the Insurer's property or assets;

(vi) enter into any agreement or transaction with Markel or its Affiliates that is not terminable without penalty upon any acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty;

(vii) (A) incur any Indebtedness, other than trade accounts payable and short-term working capital financing, in each case, incurred in the ordinary course of business consistent with past practice, (B) make any loans, advances or capital contributions to, or investments in, any other Person, other than investments made in the ordinary course of business in accordance with its investment policies or as may be required by applicable Law or (C) assume, grant, guarantee or endorse, pledge or otherwise secure any assets or property or otherwise as an accommodation become responsible for (whether primary or secondary), the obligations of any Person;

(viii) enter into any agreement, contract, understanding or similar arrangement (other than Insurance Policies and third-party catastrophe, excess of loss or facultative reinsurance or retrocessional treaties or agreements entered into in accordance with the terms of this Agreement) with any Person other than Markel, HGTY or their respective Affiliates;

(ix) adopt, establish, contribute to or otherwise incur any liability with respect to any employee benefit plan, program, policy or arrangement;

(x) hire or retain the services of any employee or independent contractor (other than independent contractors retained in the ordinary course of business in connection with the administration of its business);

(xi) forfeit, abandon, modify or otherwise change, waive, terminate, fail to renew or maintain or let lapse any Insurer Permit, except as may be required in order to comply with applicable Law or this Agreement;

(xii) fail to submit any material reports, statements, documents, registrations, filings or submissions required to be filed by the Insurer with any Governmental Authority or otherwise fail to materially comply with any applicable Law;

(xiii) issue or assume any Insurance Policies other than Insurance Policies produced by Affiliates of Hagerty in connection with the Alliance Business, or otherwise engage in any business other than the Alliance Business;

(xiv) (i) enter into any new line of business, or introduce any new products or services, except as may be required by applicable Law, or (ii) change in any material respect existing products or services, except as may be required by applicable Law;

(xv) (i) fail to pay any Tax when due, fail to timely file all Tax Returns required to be filed, fail to withhold or collect for payment all Taxes required to be so withheld or collected, fail to remit any Taxes so withheld and collected, and (ii) on any Tax Return, take any position, make any election, or adopt any method which would have the effect of deferring income to

periods (or portions thereof) after the Termination Date or accelerating deductions to periods (or portions thereof) on or prior to the Termination Date;

(xvi) enter into any reinsurance or retrocessional treaty or agreement, other than in accordance with the terms of this Agreement;

(xvii) enter into any agreement, contract, understanding or similar arrangement with (A) any officer, director or employee of the Insurer or any of its Affiliates, or (B) any spouse, ancestor or descendant (whether natural or adopted) of any officer, director or employee of the Insurer or any of its Affiliates; or

(xviii) agree or commit to do any of the foregoing; and

(d) Markel shall not, and shall cause its Affiliates not to:

(i) sell, transfer, assign, pledge, mortgage, hypothecate or otherwise dispose of or encumber (whether with or without consideration and whether voluntarily or involuntarily or by operation of law) any interest of Markel or its Affiliates in the Insurer;

(ii) permit MSI to terminate the Claims Services and Management Agreement or replace or reduce the duties and responsibilities of Hagerty Agency thereunder or permit the delegation of any administrative function with respect to the Evanston Reinsured Policies to any person, other than to Hagerty Agency; or

(iii) take any action with respect to the Insurer on an affiliated, consolidated, combined or unitary group Tax Return of which the Insurer is a part that would, if taken by the Insurer directly, constitute a violation of clause (xv) of Section 5.1(c).

5.2 Permits and Governmental Approvals(a).

(a) Each of Markel and HGTY shall take or cause to be taken all actions reasonably necessary to preserve, renew and maintain in full force and effect all Permits and Governmental Approvals necessary to conduct the Alliance Business in all fifty (50) of the United States and the District of Columbia.

(b) If any Permit or Governmental Approval necessary for the Insurer to conduct the Alliance Business in any of the United States or the District of Columbia is not preserved, renewed or otherwise maintained in full force and effect at any time following the date hereof through the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable, then Markel shall make available such alternative insurance company Subsidiary of Markel reasonably acceptable to Hagerty that (A) is rated at least "A" (Excellent) by A.M. Best and (B) has the requisite Permits to conduct the Alliance Business in such jurisdiction (the "Alternative Insurer") for the purpose of underwriting all Insurance Policies produced in connection with the Alliance Business in such jurisdiction until such time that the Insurer obtains such Permits. Markel shall cause any such Alternative Insurer to become a party to the Agency Agreement or otherwise enter into a personal lines agency agreement with Hagerty Agency substantially in the form of the Agency Agreement. Any such Insurance Policies that are underwritten by such Alternative Insurer shall be (I) transitioned to the Insurer, at Markel's sole cost and expense, as promptly as reasonably practicable following the date on which the Insurer obtains all of the requisite Permits to conduct the Alliance Business in such jurisdiction and (II) ceded to, and assumed by, the Insurer on a one hundred percent (100%) indemnity basis until such time that such Insurance Policies are so transitioned to the Insurer. The Parties agree that, for purposes of calculating any compensation pursuant to the Agency Agreement, including any profit sharing commission, (x) the written premium with respect to any Insurance Policies that are underwritten by such Alternative Insurer shall be aggregated with the written premium with respect to any Insurance Policies that are underwritten by the Insurer and (y) the loss data with respect to any Insurance Policies that are underwritten by such Alternative Insurer shall be aggregated with the loss data with respect to any Insurance Policies that are underwritten by the Insurer.

(c) Markel and HGTY shall, and shall cause their Affiliates to, work together in good faith to preserve, renew and maintain in full force and effect all such Governmental Approvals as are reasonably necessary to cause the Insurer to be exempt from any assigned risk programs, "take all comer" Laws and other similar programs and Laws that would otherwise be applicable to the Insurer.

5.3 Insurer Rating.

(a) Until the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable, Markel shall promptly provide Hagerty with copies of all reports, presentations, correspondence or other information or communications provided by Markel or any of its Affiliates or Representatives to A.M. Best or received by Markel or any of its Affiliates or Representatives from A.M. Best, in each case, solely to the extent relating to the Insurer.

(b) Until the earlier of (i) such time as the Insurer has a stand-alone financial strength rating by A.M. Best of at least "A" (Excellent) and (ii) the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable, Markel shall continue to include the Insurer as a member of the Markel North America Insurance Group for A.M. Best financial strength rating purposes, such that the financial strength rating of the Insurer by A.M. Best is the same as the other member insurance companies comprising the Markel North America Insurance Group.

(c) Until the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable, Markel shall use its reasonable best efforts to ensure that the financial strength rating of the Insurer by A.M. Best at all times is at least "A" (Excellent).

5.4 Name of the Insurer. Until the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable, upon the request of Hagerty and subject to obtaining all required Governmental Approvals (which the Parties shall cooperate and work together in good faith in seeking), the Parties shall take all actions necessary to effect a change in the name of the Insurer to such name as may be agreed by the Parties; provided, that if the name of either Party is proposed to be included in such name, it shall be a condition of any such name change that the Parties and the Insurer enter into mutually acceptable trademark or service mark licenses with respect to the use of the Party's names and a mutually acceptable arrangement with respect to the change of the Insurer's name following the termination of this Agreement if the Party whose name is used does not retain an ownership interest in the Insurer. In such event, the Parties shall cooperate to ensure that (i) the Insurer is authorized to use such name in the United States and (ii) the Insurer maintains all Permits and is compliant with all rate and form filing requirements under its new name in all applicable jurisdictions. HGTY or Hagerty shall be responsible for designing and developing the trademarks, service marks, logos and other identifying symbols of the Insurer and the Alliance Business, subject to Markel's review and approval (not to be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, in the event Hagerty acquires the Insurer pursuant to Section 5.6(a), nothing herein shall prohibit HGTY or Hagerty from changing the name of the Insurer following the effective date of such acquisition.

5.5 Governmental Approvals.

(a) The Parties agree to work together in good faith to ensure that the Agency Agreement remains in place during the term of this Agreement and for the duration of any Fronting Period. As promptly as reasonably practicable following the date on which the term of the Agency Agreement expires in accordance with its terms, Markel and HGTY shall use, and cause their Affiliates to use, reasonable best efforts to extend the term of the Agency Agreement to and including (i) December 31, 2030 or (ii) at the request of Hagerty, the last day of the Fronting Period, and in the case of each of clause (i) and (ii), Markel shall use reasonable best efforts to obtain all Governmental Approvals that are or become required under applicable Law to extend the term of the Agency Agreement.

5.6 Acquisition of the Insurer by Hagerty.

(a) Hagerty shall have the exclusive right, exercisable in its sole discretion by providing six (6) months' prior written notice (the "Hagerty Acquisition Notice") to Markel to purchase one hundred percent (100%) of the issued and outstanding capital stock of the Insurer from Markel and such Affiliates of Markel that own any capital stock of the Insurer (collectively, the "Markel Sellers"). The Hagerty Acquisition Notice shall set forth the proposed effective date of such acquisition, which date (x) shall be the first day of a calendar year and (y) may not be earlier than January 1, 2023 or later than January 1, 2028. The purchase price payable by Hagerty in consideration for such acquisition shall be an amount equal to (i) $23,000,000, plus (ii) the Statutory Book Value as of the December 31

immediately preceding the proposed effective date of such acquisition set forth in the Hagerty Acquisition Notice, determined on a pro forma basis giving effect to the reinsurance transaction contemplated by Section 5.6(d), the termination and settlement of intercompany agreements and obligations contemplated by Section 5.6(e), the payment of the dividend contemplated by Section 5.6(f), the distribution and assignment of rights contemplated by Section 5.6(g) and the settlement of claims contemplated by Section 5.6(h), if applicable (such purchase price, the "Insurer Acquisition Price"). Following receipt by Markel of the Hagerty Acquisition Notice, the Parties shall work together in good faith and reasonably cooperate with each other to negotiate and prepare a share purchase agreement containing customary terms and conditions pursuant to which Hagerty or its designee shall purchase, acquire and accept from the Markel Sellers, and the Markel Sellers shall sell, convey, assign, transfer and deliver to Hagerty or its designee, all of the issued and outstanding capital stock of the Insurer free and clear of all Liens. Such share purchase agreement shall include, among other things: (i) a requirement for Markel to indemnify Hagerty and its Affiliates for all non-insurance Liabilities of the Insurer arising prior to the date of such sale of all of the issued and outstanding capital stock of the Insurer to Hagerty (excluding any such Liabilities that were taken into account in determining the Statutory Book Value as of the December 31 immediately preceding the proposed effective date set forth in the Hagerty Acquisition Notice, but including, with respect to Taxes, all Liabilities for which the Insurer could be liable as a result of being a member of an affiliated, combined, consolidated or unitary group prior to the date of such sale); (ii) unqualified representations and warranties by Markel that (A) the Markel Sellers own all of the issued and outstanding capital stock of the Insurer free and clear of all Liens, (B) the Insurer has no employees or independent contractors (other than independent contractors retained in the ordinary course of business in connection with the administration of the Insurer's business), (C) the Insurer does not, and has no obligation to, sponsor, maintain or contribute to any employee benefit plan, (D) the Insurer is not a party to any agreement, contract, understanding or similar arrangement (other than Insurance Policies and third-party catastrophe, excess of loss or facultative reinsurance or retrocessional treaties or agreements entered into in accordance with the terms of this Agreement) with any Person other than HGTY, Markel or their respective Affiliates) and (E) the Insurer does not own or have a leasehold interest in any real property; and (iii) a requirement that (A) the Insurer has assets in an amount and of the type required in order for the Insurer to maintain all Insurer Permits and all statutory deposits required to be maintained by the Insurer under applicable Law and (B) any additional assets of the Insurer above the amount referenced in clause (A) consist of cash and/or cash equivalents and corporate debt securities rated AA/Aa2 or better. The consummation of the acquisition pursuant to this Section 5.6(a) shall be subject to the receipt of all Governmental Approvals necessary with respect to the acquisition of Control of the Insurer by the Hagerty Party. Hagerty's obligation to consummate the acquisition contemplated by this Section 5.6(a) shall be further subject to the receipt of all Governmental Approvals required to effect the reinsurance transaction contemplated by Section 5.6(d), the termination and settlement of intercompany agreements and obligations contemplated by Section 5.6(e), the payment of the dividend contemplated by Section 5.6(f) and the distribution and assignment of rights contemplated by Section 5.6(g). Each Party agrees to, and to cause its Affiliates to, take all actions reasonably necessary to give effect to the transactions contemplated by this Section 5.6 (including the reinsurance transaction contemplated by Section 5.6(d), the termination and settlement of intercompany agreements and obligations contemplated by Section 5.6(e), the payment of the dividend contemplated by Section 5.6(f) and the distribution and assignment of rights contemplated by Section 5.6(g) and establishment of the escrow accounts contemplated by Section 5.6(g) and Section 5.6(i)), including using (and causing its Affiliates to use) reasonable best efforts to obtain any required Governmental Approvals as promptly as practicable following the delivery of the Hagerty Acquisition Notice. The consummation of the acquisition pursuant to this Section 5.6(a) shall become effective at 12:00:01 a.m. on the effective date proposed by Hagerty in the Hagerty Acquisition Notice, or, if later, at 11:59:59 p.m. on the date that is three (3) Business Days following the receipt of all Governmental Approvals necessary with respect to the acquisition of Control of the Insurer by Hagerty or, at the sole discretion of Hagerty, if later, at 11:59:59 p.m. on the date that is three (3) Business Days following the receipt of all applicable Governmental Approvals required to consummate the transactions contemplated by this Section 5.6(a) (including all Governmental Approvals required to effect the reinsurance transaction contemplated by Section 5.6(d), the termination and settlement of intercompany agreements and obligations contemplated by Section 5.6(e), the payment of the dividend contemplated by Section 5.6(f) and the distribution and assignment of rights contemplated by Section 5.6(g)). If Hagerty exercises its option to acquire all of the issued and outstanding capital stock of the Insurer pursuant to this Section 5.6(a), then following Markel's receipt of the Hagerty Acquisition Notice, Markel shall, until such time of the consummation of the acquisition pursuant to this Section 5.6(a), cooperate with Hagerty and provide Hagerty with any information reasonably requested by Hagerty in connection with any effort by Hagerty to maintain the Insurer's financial strength rating by A.M. Best or obtain a stand-alone financial strength rating for the Insurer by A.M. Best.

(b) If Hagerty exercises its option to purchase all of the issued and outstanding capital stock of the Insurer in accordance with Section 5.6(a), then at least fifteen (15) Business Days prior to the proposed effective date of such acquisition set forth in the Hagerty Acquisition Notice, Markel shall prepare a reasonably detailed calculation of the Insurer Acquisition Price using Markel's good faith estimate of the Statutory Book Value as of the December 31 immediately preceding the proposed effective date of such acquisition set forth in the Hagerty Acquisition Notice and provide written notice (the "Estimated Insurer Acquisition Price Notice") thereof to Hagerty.

On the date on which the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty is consummated pursuant to Section 5.6(a), Hagerty shall pay to Markel an amount equal to Markel's estimate of the Insurer Acquisition Price set forth in the Estimated Insurer Acquisition Price Notice (such amount, the "Estimated Insurer Acquisition Price"), minus the Option Price.

(c) No later than ninety (90) days following the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a), Hagerty shall prepare a reasonably detailed calculation of the Insurer Acquisition Price and provide written notice (the "Insurer Acquisition Price Notice") thereof to Markel. Markel shall have thirty (30) days following its receipt of the Insurer Acquisition Price Notice to provide written notice ("Insurer Acquisition Price Notice of Disagreement") of its disagreement with the calculation of the Insurer Acquisition Price set forth in the Insurer Acquisition Price Notice. If Markel does not provide such Insurer Acquisition Price Notice of Disagreement to Hagerty within such time period, then the calculation of the Insurer Acquisition Price set forth in the Insurer Acquisition Price Notice shall be final and binding on the Parties. During the thirty (30) days immediately following the delivery of the Insurer Acquisition Price Notice of Disagreement, the Parties will seek in good faith to resolve any disputes as to the calculation of the Insurer Acquisition Price set forth in the Insurer Acquisition Price Notice. In the event that any such dispute is not resolved within such time period, each Party shall submit its calculation of the Insurer Acquisition Price to Grant Thornton LLP or such other nationally recognized independent accounting firm with actuarial expertise as shall be agreed by the Parties (an "Independent Expert"). The Parties shall request that the Independent Expert provide its determination of the Insurer Acquisition Price within twenty (20) days after the submission of such matter to the Independent Expert, or as soon as reasonably practicable thereafter, and the Independent Expert's determination of the Insurer Acquisition Price shall be final and binding on the Parties. The Independent Expert's calculation of the Insurer Acquisition Price, if not in accordance with the calculation submitted by Hagerty or Markel, shall not be more favorable to Hagerty than the calculation submitted by Hagerty or more favorable to Markel than the calculation submitted by Markel. All fees and expenses relating to the work performed by the Independent Expert pursuant to this Section 5.6(c) shall be shared equally between Hagerty and Markel. The "Final Insurer Acquisition Price" shall be equal to (i) the Estimated Insurer Acquisition Price, if Hagerty does not deliver the Insurer Acquisition Price Notice to Markel in accordance with this Section 5.6(c), (ii) the Insurer Acquisition Price set forth in the Insurer Acquisition Price Notice, if Markel does not deliver the Insurer Acquisition Price Notice of Disagreement within the time period set forth in this Section 5.6(c), (iii) the amount agreed upon between Hagerty and Markel or (iv) the Insurer Acquisition Price determined by the Independent Expert pursuant to this Section 5.6(c), if Markel delivers the Insurer Acquisition Price Notice of Disagreement and Hagerty and Markel are unable to agree upon the Insurer Acquisition Price. The Final Insurer Acquisition Price minus the Estimated Insurer Acquisition Price shall be referred to as the "Insurer Acquisition Price Adjustment". If the Insurer Acquisition Price Adjustment is a positive amount, then Hagerty shall pay to Markel an amount in cash equal to the Insurer Acquisition Price Adjustment within five (5) Business Days following determination of the Final Insurer Acquisition Price in accordance with this Section 5.6(c). If the Insurer Acquisition Price Adjustment is a negative amount, then Markel shall pay to Hagerty an amount in cash equal to the absolute value of the Insurer Acquisition Price Adjustment within five (5) Business Days following determination of the Final Insurer Acquisition Price in accordance with this Section 5.6(c).

(d) Immediately prior to the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b), if there are any Liabilities associated with Insurance Policies written, renewed or assumed by the Insurer prior to the effective date of such acquisition that were not assumed by Evanston pursuant to the 2013 Evanston Reinsurance Agreement or the 2017 Evanston Reinsurance Agreement, then Markel shall cause the Insurer and Evanston to enter into a loss portfolio transfer reinsurance agreement, pursuant to which, effective immediately prior to the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b), the Insurer shall transfer cash and/or assets (as determined and selected in the sole discretion of Evanston) with a fair market value equal to any and all such Liabilities associated with such Insurance Policies, and Evanston shall assume from the Insurer, any and all such Liabilities associated with such Insurance Policies.

(e) Immediately prior to the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b), all agreements between the Insurer, on the one hand, and Markel and/or any Affiliates of Markel, on the other hand (other than the 2013 Evanston Reinsurance Agreement, the 2017 Evanston Reinsurance Agreement, and the Claims Services Agreement) and the loss portfolio transfer reinsurance agreement contemplated by Section 5.6(d))

shall be terminated, effective immediately prior to the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b), and each party thereto shall be released from any and all Liabilities arising in connection therewith, and Markel shall agree to waive any and all rights that it may have against the Insurer thereunder. In addition, Markel shall cause each loan, note, advance, receivable, payable and other obligation between the Insurer, on the one hand, and Markel and/or any of its Affiliates, on the other hand, regardless of its maturity, to be settled, discharged, offset, paid, repaid in full, terminated or extinguished, for the amount due, including any accrued and unpaid interest to but excluding the date of payment, prior to the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b). At the request of Hagerty, the Parties agree to work together in good faith to negotiate and prepare a transition services agreement containing customary terms and conditions pursuant to which Markel and its applicable Affiliates would continue to provide certain management and administrative services to the Insurer, subject to reasonable compensation therefor, on a transitional basis following such closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b).

(f) Subject to the receipt of all required Governmental Approvals, immediately prior to the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b), Markel shall cause the Insurer to declare and pay a dividend to Markel in an amount equal to the maximum amount permitted by the Missouri Department of Insurance; provided, that, following the payment of such dividend, the Insurer retains the minimum statutory capital and surplus required as of such date in order for the Insurer to maintain all Insurer Permits and all statutory deposits required to be maintained by the Insurer under applicable Law.

(g) (i) Immediately prior to the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b), and subject to the receipt of all necessary Governmental Approvals, Markel shall cause the Insurer to distribute and assign to Markel, effective immediately prior to such closing, all of the Insurer's indemnification rights under the Agency Agreement with respect to any Liabilities arising prior to such closing to the extent such Liabilities have been assumed by Markel, and (ii) if any claims by the Insurer against HGTY or its Affiliates for Liabilities (including Liabilities described in clause (i) above) arising under the Agency Agreement remain outstanding and such Liabilities have been assumed by Markel and are not covered under Hagerty Agency's or Hagerty Marine's errors and omissions insurance policy or otherwise recoverable from a third party not affiliated with HGTY, then upon the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b), Hagerty shall deposit into an escrow account, established with an escrow agent mutually acceptable to Markel and Hagerty, cash in an amount equal to the lesser of (A) $3,000,000 and (B) the average of (x) Markel's reasonable estimate of the amount that would be sufficient to resolve any claims for such Liabilities and (y) Hagerty's reasonable estimate of the amount that would be sufficient to resolve any claims for such Liabilities.

(h) Following receipt by Markel of the Hagerty Acquisition Notice, the Parties shall work together in good faith and use reasonable best efforts to identify and resolve any outstanding claims for Liabilities between the Insurer and HGTY or its Affiliates arising under the Agency Agreement prior to the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b).

(i) If any claims by HGTY or its Affiliates against the Insurer for Liabilities arising under the Agency Agreement remain outstanding and such Liabilities are not otherwise recoverable from a third party not affiliated with Markel, then upon the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b), Markel shall deposit into an escrow account, established with an escrow agent mutually acceptable to Markel and Hagerty, cash in an amount equal to the lesser of (A) $3,000,000 and (B) the average of (x) Markel's reasonable estimate of the amount that would be sufficient to resolve any claims for such Liabilities and (y) Hagerty's reasonable estimate of the amount that would be sufficient to resolve any claims for such Liabilities.

(j) Immediately prior to the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b), Markel and HGTY shall cause Evanston and Hagerty Re, respectively, to terminate the Hagerty Reinsurance Agreement with respect to new business, effective upon the closing of the acquisition of all of the issued and outstanding capital stock of the Insurer by Hagerty pursuant to Section 5.6(a) and Section 5.6(b). Upon the closing of such acquisition, (i) HGTY shall cause the Insurer and Hagerty Re to enter into a reinsurance agreement substantially in the form of the Hagerty Reinsurance Agreement; provided, that such agreement shall cover Insurance Policies written, renewed or assumed by the Insurer in connection with the Alliance Business with an effective date during the period from and including the effective date of such acquisition, through

and including December 31, 2030 and shall contemplate the reinsurance agreement described in clause (ii) below, and (ii) HGTY and Markel shall cause the Insurer and Evanston, as applicable, to enter into an amendment to the 2017 Evanston Reinsurance Agreement providing for Evanston's quota share participation thereunder to become twenty percent (20%) with respect to the Alliance Business (including any Insurance Policies underwritten by a Fronting Insurer pursuant to Section 5.7(b)) with an effective date during the period from and including the effective date of such acquisition, through and including December 31, 2030 (provided, that Evanston's quota share participation shall be determined prior to giving effect to (x) the reinsurance contemplated by clause (i) above and (y) any property catastrophe reinsurance protection purchased by the Insurer).

5.7 Alliance Business.

(a) Subject to Section 5.2(b), Section 5.7(b), Section 5.7(c), Section 5.9 and Section 5.32, except as otherwise agreed in writing between the Parties, the Parties agree that all Insurance Policies produced by Hagerty Agency or any of its Affiliates in connection with the Alliance Business shall be underwritten by the Insurer; provided, that, upon mutual agreement of the Parties, Insurance Policies produced in connection with the Alliance Business may be underwritten by Markel American Insurance Company ("MAIC") and/or Markel Insurance Company ("MIC") so long as the attendant costs are proportionally shared between HGTY and Markel (based on Hagerty Re's then-current quota share percentage under the Hagerty Reinsurance Agreement). In the event any Insurance Policies produced by Hagerty Agency or any of its Affiliates in connection with the Alliance Business are underwritten by MAIC or MIC in accordance with this Section 5.7(a), Markel shall cause MAIC and/or MIC, as applicable, to become a party to the Agency Agreement or otherwise enter into a personal lines agency agreement with Hagerty Agency substantially in the form of the Agency Agreement. Any such Insurance Policies that are underwritten by MAIC or MIC shall be ceded to, and assumed by, the Insurer on a one hundred percent (100%) indemnity basis; provided, that no commercial business produced by Hagerty Agency or any of its Affiliates and underwritten by MAIC or MIC shall be ceded to the Insurer. The Parties agree that, for purposes of calculating any compensation pursuant to the Agency Agreement, including any profit sharing commission, (x) the written premium with respect to any Insurance Policies that are underwritten by MAIC and/or MIC shall be aggregated with the written premium with respect to any Insurance Policies that are underwritten by the Insurer and any Fronting Insurer and (y) the loss data with respect to any Insurance Policies that are underwritten by MAIC and/or MIC shall be aggregated with the loss data with respect to any Insurance Policies that are underwritten by the Insurer and any Fronting Insurer.

(b) Upon Hagerty's request, Markel shall cause State National Insurance Company, Inc. or another Subsidiary of Markel agreed upon by Hagerty and Markel (each, a "Fronting Insurer") to underwrite Insurance Policies produced by Hagerty Agency or any of its Affiliates in connection with the Alliance Business and not underwritten by the Insurer, MAIC or MIC. In the event any such Insurance Policies are underwritten by a Fronting Insurer in accordance with this Section 5.7(b), Markel shall cause such Fronting Insurer to enter into a personal lines agency agreement with Hagerty Agency on terms mutually agreed upon by the parties and consistent with such Fronting Insurer's standard requirements and documentation, including with respect to collateral arrangements and fronting fee payment mechanics. Any such Insurance Policies that are underwritten by any Fronting Insurer shall be ceded to, and assumed by, the Insurer on a one hundred percent (100%) indemnity basis. The Parties agree that, for purposes of calculating any compensation pursuant to the Agency Agreement, including any profit sharing commission, (x) the written premium with respect to any Insurance Policies that are underwritten by any Fronting Insurer shall be aggregated with the written premium with respect to any Insurance Policies that are underwritten by the Insurer, MAIC and MIC and (y) the loss data with respect to any Insurance Policies that are underwritten by any Fronting Insurer shall be aggregated with the loss data with respect to any Insurance Policies that are underwritten by the Insurer, MAIC and MIC. If a Fronting Insurer underwrites Insurance Policies as contemplated by this Section 5.7(b), then Hagerty or one of its Affiliates shall pay to such Fronting Insurer an annual fronting fee equal to the greater of (A) five percent (5%) of the annual gross written premium underwritten by such Fronting Insurer in connection with the Alliance Business, net of any state mandated assessments and fees passed directly through to the state, and (B) $250,000.

(c) If Hagerty acquires the Insurer pursuant to Section 5.6(a) prior to the termination of this Agreement, then, in Hagerty's sole discretion, Insurance Policies produced by Hagerty Agency or any of its Affiliates in connection with the Alliance Business may be underwritten by any insurance carrier selected by Hagerty; provided, that any such Insurance Policies that are not underwritten by the Insurer must be ceded to, and assumed by, the Insurer.

(d) Unless otherwise agreed in writing by Hagerty, until the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable, no Insurance Policies shall be issued or assumed by the Insurer other than Insurance Policies produced by Hagerty Agency or any of its Affiliates in connection with the Alliance Business.

5.8 Ownership of Intellectual Property. Markel hereby acknowledges that, subject to the terms of the Agency Agreement, all Renewal Rights shall be the property of Hagerty and its Affiliates, and neither Markel nor any of its Affiliates shall have any ownership interest therein. The Parties further agree that:

(a) all intellectual property (i) owned or licensed by Hagerty and its Affiliates as of the date of the Original Alliance Agreement, or (ii) developed and/or paid for by HGTY, Hagerty or their Affiliates in connection with the Alliance Business shall be the property of HGTY and its Affiliates, and neither Markel nor any of its Affiliates shall have any ownership interest therein;

(b) all intellectual property (i) owned or licensed by Markel and its Affiliates as of the date of the Original Alliance Agreement, or (ii) developed and/or paid for by Markel or its Affiliates in connection with the Alliance Business, shall be the property of Markel and its Affiliates, and neither HGTY nor any of its Affiliates shall have any ownership interest therein; and

(c) all intellectual property (i) developed by HGTY, Hagerty or their Affiliates jointly with Markel or its Affiliates in connection with the Alliance Business, (ii) developed and/or paid for by the Insurer, or (iii) owned or licensed by the Insurer as of the date of the First Amended and Restated Alliance Agreement, shall be the property of the Insurer, and none of HGTY, Markel or any of their respective Affiliates (other than the Insurer) shall have any ownership interest therein; provided, however, that the Insurer shall grant to Markel and its Affiliates and to HGTY and its Affiliates a perpetual, irrevocable, worldwide, royalty-free fully paid-up, non-exclusive right and license to use all such intellectual property that is used in the operation or conduct of the Alliance Business.

5.9 Certain Other Activities. Notwithstanding anything to the contrary in this Agreement, nothing contained in this Agreement shall prohibit or limit the performance by the Parties or their Affiliates of their respective obligations in respect of, or preclude, prohibit or restrict the Parties or their Affiliates from engaging, in any manner, in the transactions and activities set forth in Exhibit A.

5.10 Evanston Reinsurance Agreement.

(a) In the event that the financial strength rating of Evanston is downgraded by A.M. Best below (i) "A" (Excellent), at any time during which the aggregate reserves, determined in accordance with SAP, relating to the Liabilities reinsured by Evanston under the 2013 Evanston Reinsurance Agreement and the 2017 Evanston Reinsurance Agreement exceed $10,000,000, or (ii) "B++" (Good), at any other time, Markel shall (x) take, or cause to be taken, all such actions as are necessary to restore, within one hundred eighty (180) days following such downgrade, such financial strength rating to an "A" (Excellent) or "B++" (Good), as applicable, (y) cause (A) the Evanston Reinsured Policies to be reinsured by an Affiliate of Markel that has a financial strength rating of at least "A" (Excellent) by A.M. Best and (B) such Affiliate to enter into a reinsurance agreement with Hagerty Re in the form of the Hagerty Reinsurance Agreement or (z) implement, or cause to be implemented, such security arrangements as are reasonably acceptable to Hagerty.

(b) In the event that, at any time while either the Hagerty Reinsurance Agreement or the 2017 Evanston Reinsurance Agreement remains in force, Markel no longer Controls Evanston, Markel shall cause (i) an Affiliate of Markel that has a financial strength rating of at least "A" (Excellent) by A.M. Best to provide reinsurance protection with respect to the Evanston Reinsured Policies and (ii) such Affiliate to enter into a reinsurance agreement with Hagerty Re in the form of the Hagerty Reinsurance Agreement.

5.11 Reinsurance Program.

(a) The Parties agree that the Insurer is permitted to purchase third-party catastrophe, excess of loss and facultative reinsurance as it deems advisable. Until the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable, (i) Markel shall provide notice to Hagerty in writing at least sixty (60) days prior to making any change to the catastrophe, excess of loss or facultative reinsurance program the Insurer has in place from time to time for the Alliance Business (including any material cost increase or coverage reduction) and (ii) for each annual assessment of third-party catastrophe, excess or loss and facultative reinsurance, Markel shall use its reasonable best efforts (through its internal and external expertise) to assist the Insurer with pricing and coverage.

(b) Until the Termination Date, Markel shall use reasonable best efforts to, and shall cause MIICL to use reasonable best efforts to, maintain in place unlimited liability reinsurance protection, solely to the extent insurance business written under the Hagerty Motor Binding Authority Agreement is required by Law to provide unlimited liability cover, sufficient to permit MIICL to insure business written under the Hagerty Motor Binding Authority Agreement; provided, that if such reinsurance protection is no longer available to MIICL or it is no longer economically feasible to obtain or maintain such reinsurance protection (as determined by MIICL in its sole discretion), then MIICL shall no longer be required to write insurance business as contemplated by the Hagerty Motor Binding Authority Agreement.

5.12 Non-Competition.

(a) The Parties agree that, during the period commencing on the date of the Original Alliance Agreement and ending on the Termination Date, (i) Markel and HGTY shall, and shall cause their respective Affiliates not to, directly or indirectly, other than through the Alliance, engage in the business of marketing, producing, selling, underwriting and administering within the fifty (50) United States and the District of Columbia any Insurance Policies of the type marketed, produced, sold, underwritten or administered in connection with the Alliance Business (the "Restricted Business") and (ii) neither Party shall permit the use of its name and service marks in connection with any Restricted Business.

(b) Notwithstanding anything to the contrary in Section 5.12(a), and without implication that the following activities otherwise would be subject to the provisions of this Section 5.12, nothing in this Agreement shall:

(i) preclude, prohibit or restrict Markel from engaging, or require Markel to cause any of its Affiliates not to engage, in any manner in any of the following:

(A) 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;

(B) acquiring, merging or combining with 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 less than ten percent (10%) of the total consolidated gross revenues of such Person or business for such fiscal year; provided, however, that, subject to the requirements of Law, (I) Markel shall, and shall cause its Affiliates to, use reasonable best efforts to transfer to the Insurer any Insurance Policies written by such acquired Person, or in connection with such acquired business, that would be included in the Alliance Business and would comport with the underwriting guidelines set forth in the Agency Agreement upon the normal course renewal of each such Insurance Policy, and (II) to the extent that any such Insurance Policies cannot be so transferred to the Insurer or do not comport with the underwriting guidelines set forth in the Agency Agreement, Markel shall, and shall cause its Affiliates to, as promptly as practicable, either (x) cause such acquired Person or business to cease engaging in the Restricted Business and terminate all producer agreements relating to the Restricted Business or (y) sell or otherwise transfer all of its interest in the portion of such acquired Person or business conducting the Restricted Business to an unaffiliated third party; provided, further, that in no event shall Markel permit the use by such acquired Person or business of the "Markel" name and service marks in connection with the Restricted Business;

(C) marketing, producing, selling, underwriting or administering any Insurance Policies other than Insurance Policies of the type comprising the Alliance Business;

(D) marketing, producing, selling, underwriting or administering Insurance Policies in connection with Marine Business;

(E) acquiring the Insurer; and

(F) underwriting or administering any Insurance Policies that are produced by Hagerty Agency or any of its Affiliates; or

(ii) preclude, prohibit or restrict HGTY from engaging, or require HGTY to cause any of its Affiliates not to engage, in any manner in any of the following:

(A) acquiring, merging or combining with any Person or business that engages, directly or indirectly, in the Restricted Business; provided, however, that, subject to the requirements of Law, HGTY shall, and shall cause its Affiliates to, use reasonable best efforts to transfer to the Insurer any Insurance Policies written by such acquired Person, or in connection with such acquired business, that would be included in the Alliance Business and that would comport with the underwriting guidelines set forth in the Agency Agreement, upon the normal course renewal of each such Insurance Policy;

(B) marketing, producing, selling, underwriting or administering any products (insurance or otherwise) other than Insurance Policies of the type comprising the Alliance Business;

(C) marketing, producing, selling, underwriting or administering any Insurance Policies prior to the Alliance Effective Date;

(D) marketing, producing, selling, underwriting or administering any Insurance Policies in any jurisdiction other than the fifty (50) United States and the District of Columbia;

(E) administering any Insurance Policies that are produced by Hagerty Agency or any of its Affiliates prior to the Alliance Effective Date;

(F) providing any ancillary services relating to Insurance Policies;

(G) marketing, producing, selling, underwriting or administering any Insurance Policies in any jurisdiction in which the Alliance Business cannot be conducted as a result of the breach by Markel of its obligations under Section 5.2(b) of this Agreement; and

(H) marketing, producing, selling, underwriting or administering any Insurance Policies that (I) do not comport with the underwriting guidelines set forth in the Agency Agreement or the rate filings made in connection with the Alliance; (II) the Alliance Steering Committee has determined should not be underwritten by the Insurer; (III) are cancelled or non-renewed by the Insurer in accordance with the terms of the Agency Agreement; or (IV) the Insurer or, if applicable, an Alternative Insurer declines or is unable to underwrite.

5.13 Non-Solicitation of Customers. Except as contemplated by the Agency Agreement, Markel shall not, and shall cause its Affiliates not to, directly or indirectly, use any Confidential Information or any HGTY name or service mark or otherwise reference the Alliance to solicit the holders of Insurance Policies issued by the Insurer following the Alliance Effective Date for any purpose, including the sale of insurance products; provided that nothing in this Section 5.13 shall prohibit Markel or any of its Affiliates from engaging in general advertising and solicitation that is not directed at any such holder.

5.14 Existing Business Activities Excluded from the Alliance.

(a) For the avoidance of doubt, the Parties agree that (i) general (standard) marine insurance coverage business and (ii) classic marine insurance coverage business (including insurance coverage for antique, classic and reproduction wooden boats) ((i) and (ii), collectively, the "Marine Business") (x) shall not be a part of the Alliance or the Alliance Business, and, (y) subject to the provisions of Section 6.2(i) in respect of the Marine Business, shall not be affected by the Alliance.

(b) For the avoidance of doubt, the Parties agree that the UK Business (i) shall not be a part of the Alliance or the Alliance Business, and, (ii) subject to the provisions of Section 6.2(h) in respect of the UK Business, shall not be affected by the Alliance. To the extent there is any conflict between this Agreement and the UK Agreements, the latter shall prevail with respect to the UK Business and the former shall prevail with respect to the Alliance Business.

5.15 Confidentiality. At all times after the date of the Original Alliance Agreement, unless agreed by the Parties, each Party shall, and shall cause its Affiliates and Representatives to, (a) keep confidential all data, reports, trade secrets, proprietary secrets and any other confidential information regarding the other Party and the Alliance Business, including underwriting manuals and guidelines, applications, policy forms, agent lists and information, customer lists and information, financial information, investment strategies, reserving practices, claims handling practices and other business practices (collectively, "Confidential Information"), as may have been disclosed to such Party or its Affiliates by or on behalf of the other Party or its Affiliates or as may have been obtained by such Party or its Affiliates by virtue of its direct or indirect ownership interest in the Insurer, and (b) not make competitive use of or disclose such Confidential Information to any other Person, except with the prior written consent of the other Party or as required by Law or Governmental Order; provided that, for the avoidance of doubt and subject to Section 5.12, this Section 5.15 shall not prohibit HGTY from disclosing or using any intellectual property (i) owned or licensed by HGTY and its Affiliates or (ii) developed and/or paid for by HGTY or its Affiliates in connection with the Alliance Business. Confidential Information shall not include any information that (A) is or becomes generally available to the public other than as a result of disclosure by or on behalf of HGTY or Markel in breach of this Section 5.15, (B) is or becomes available on a non-confidential basis from a source other than one of the Parties or its Representatives, provided that such source is not bound by a confidentiality or similar obligation with respect to such information, or (C) is independently developed by or on behalf of HGTY or Markel or any of their respective Affiliates without reliance on Confidential Information regarding the Alliance Business provided by the other Party. In the event that HGTY or Markel or any of their respective Affiliates or Representatives is required by applicable Law or Governmental Order to disclose any such Confidential Information, such Party shall, to the extent permitted by Law, promptly notify the other Party in writing so that a protective order and/or other measure to prevent or limit the production or disclosure of such Confidential Information can timely be sought. The limitation set forth in this Section 5.15 shall not prohibit either Party from disclosing such Confidential Information to its independent accountants or auditors provided that such independent accountants or auditors are informed of the confidential nature of such information and instructed to keep such information confidential.

5.16 Access to Information. Markel shall, and shall cause its Affiliates (except that with respect to the Insurer, such obligation will continue only until the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable) to, provide to Hagerty, its Affiliates and their respective Representatives, upon reasonable written notice by Hagerty to Markel and subject to Section 5.15, reasonable access during normal business hours to (i) the books, records, statements, correspondence, reports, contracts, Permits and other documents of the Insurer or of Markel and its other Affiliates relating to the Insurer or the Alliance Business, (ii) operating data and such other information concerning the Insurer or the Alliance Business as Hagerty may from time to time reasonably request and (iii) relevant employees and consultants of Markel and its Affiliates, and instruct such employees and consultants to reasonably cooperate with Hagerty, in each case, for any reasonable business purpose relating to the Alliance Business.

5.17 Books and Records; Internal Controls. Markel and HGTY shall, and shall cause their respective Affiliates (except that for Markel with respect to the Insurer, such obligation will continue only until the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable) to, maintain books and records with respect to the Alliance Business in accordance with insurance industry standards of record keeping. The Parties agree that such books and records shall be made available for examination, audit and inspection by any Governmental Authority with appropriate jurisdiction. Markel shall cause the Insurer to maintain a system of internal accounting controls with respect to the Alliance Business sufficient to provide reasonable assurances that, in all material respects, (a) all transactions are executed in accordance with management's general or specific authorization, (b) all transactions are recorded as necessary to permit preparation of its financial statements in conformity in all material respects with SAP and GAAP and to maintain accountability for its assets and (c) access to the Insurer's property and assets is permitted only in accordance with management's general or specific authorization.

5.18 Independent Auditors. The Parties agree that KPMG, LLP, or such other independent certified public accounting firm in the United States of national recognition that serves as Markel's independent registered public accounting firm, shall serve as the independent auditors for the Insurer.

5.19 **Transaction Agreements**. Unless otherwise agreed, recommended by the Alliance Steering Committee or in order to appropriately address requirements under applicable Law, Markel shall not cause or permit any termination, amendment, modification or change to any Transaction Agreement to which neither HGTY nor any of its Affiliates is a party without the prior written consent of HGTY. Markel shall promptly provide written notice to HGTY in the event any such Transaction Agreement is terminated, amended, modified or changed in order to appropriately address requirements under applicable Law.

5.20 **Compliance with Law**. Each Party agrees that during the period from the Alliance Effective Date until the Termination Date (except that for Markel with respect to the Insurer, the earlier of the Termination Date and the date on which Hagerty acquires the Insurer pursuant to Section 5.6(a), if applicable) it shall, and shall cause its applicable Affiliates to, conduct the Alliance Business in accordance with the terms and conditions of the Transaction Agreements and all applicable Laws.

5.21 **Further Assurances**. From time to time after the Alliance Effective Date, each Party shall take, or cause to be taken, such other action, and shall execute and deliver, or cause to be executed and delivered, such additional agreements, instruments, conveyances, notices, certificates and other documents, in each case, as the other Party may reasonably request in order to consummate more effectively the transactions contemplated by the Transaction Agreements.

5.22 **Notice Obligation**.

(a) Each Party shall promptly give the other Party written notice of (i) any notice or other communication received by such Party or its Affiliates from any Governmental Authority or third party in connection with the transactions contemplated by this Agreement or otherwise related to the Alliance Business, (ii) any failure on its part to comply with or satisfy, in any material respect, any covenant, condition, agreement or obligation to be complied with or satisfied by it pursuant to this Agreement and (iii) the occurrence, or failure to occur, of any event, or the existence of any condition, that could reasonably be expected to prevent the consummation of the transactions contemplated by this Agreement; provided, however, that providing such notice shall not change or affect any covenant, condition, agreement or obligation made by it under this Agreement, nor shall such notice change or affect the rights and obligations or other remedies of the Parties under this Agreement.

(b) Each Party shall promptly give the other Party written notice (i) in the event that it becomes the subject of a Change of Control and (ii) in the event that it or, with respect to Markel, the Insurer (prior to any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a)), or, with respect to HGTY, any of Hagerty Agency, Hagerty Re, the Insurer (following any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a)) or any Subsidiary of HGTY that owns an interest in Hagerty Re or in the Insurer (following any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a)) becomes the subject of an Insolvency Event.

5.23 **Capital Contributions to Hagerty Re**.

(a) No later than fifteen (15) days prior to the beginning of each calendar year, beginning with the calendar year commencing on January 1, 2021, HGTY shall (i) provide written notice ("Capital Contribution Notice") to Markel of the amount of capital, if any, that HGTY will cause to be contributed to Hagerty Re within fifteen (15) days following the start of such calendar year, calculated as set forth below in Section 5.23(b), and (ii) cause its applicable Subsidiary to make a capital contribution to Hagerty Re within fifteen (15) days following the start of such calendar year in an amount equal to the amount set forth in the applicable Capital Contribution Notice.

(b) The amount of capital, if any, that HGTY shall cause to be contributed to Hagerty Re for each calendar year, beginning with the calendar year commencing on January 1, 2021, shall be an amount greater than or equal to the amount that would be required in order for (i) the ratio of (x) the projected written premium assumed by Hagerty Re under the Hagerty Reinsurance Agreement (which, for the avoidance of doubt, will include premium written under any arrangement contemplated by Section 5.7(b)) and the Hagerty International Reinsurance Agreement for the applicable calendar year (determined by Hagerty Re as of December 15 of the immediately preceding calendar year), to (y) the projected total statutory capital and surplus of Hagerty Re as of January 15 of the applicable calendar year, calculated in accordance with Bermuda statutory accounting rules, not to exceed a ratio of four and one half to one (4.5:1); and (ii) the projected total statutory capital and surplus of Hagerty Re as of December 31 of the applicable calendar year, calculated in accordance with Bermuda statutory accounting rules, to equal or exceed 130% of Hagerty Re's projected "Enhanced Capital Requirement", determined in accordance with applicable Bermuda law (ECR), as of December 31 of such calendar year. For the avoidance of doubt, Hagerty Re's projected total statutory capital and surplus as of December 31 of each calendar year shall include (A)

projected earnings for such calendar year and (B) any additional capital contributions expected to be received by Hagerty Re by January 15 of such calendar year.

ARTICLE VI
ALLIANCE STEERING COMMITTEE

6.1 **Alliance Steering Committee**. The Parties shall maintain an Alliance steering committee (the "Alliance Steering Committee") consisting of six (6) members, three (3) of which shall be appointed by Markel and three (3) of which shall be appointed by HGTY. Any member of the Alliance Steering Committee may be removed and replaced with a newly appointed individual by the Party who appointed such member at any time upon written notice to the other Party.

6.2 **Responsibilities of Alliance Steering Committee**. The Alliance Steering Committee shall perform the following functions, subject to applicable Law:

(a) setting the strategic direction of the Alliance, including reviewing and approving the Alliance's annual business plans and the operating budgets and reinsurance programs of the Insurer;

(b) reviewing and monitoring the operating results of the Alliance Business;

(c) reviewing and monitoring the A.M. Best rating of the Insurer;

(d) reviewing and monitoring regulatory matters affecting the Insurer;

(e) reviewing and monitoring the underwriting guidelines of the Insurer;

(f) reviewing and monitoring adherence of the Parties to obligations under the Transaction Agreements;

(g) managing the relationship between the Parties as it relates to the Alliance;

(h) working with local management to oversee, review and monitor the relationship between the Parties as it relates to the UK Business, including reviewing and monitoring the strategic direction of the UK Business, reviewing and monitoring the operating results of the UK Business and monitoring adherence of the Parties to obligations under the UK Agreements;

(i) managing the relationship between the Parties as it relates to the Marine Business; and

(j) such other responsibilities as may be mutually agreed upon by the Parties from time to time.

6.3 **Implementation of Strategic Direction**. The Parties shall, and shall cause their respective Affiliates to, use reasonable best efforts to take any and all actions necessary to carry out the strategic direction of the Alliance as set by the Alliance Steering Committee. The Alliance Steering Committee shall have no power or authority to directly bind or act on behalf of the Parties or their respective Affiliates, to execute any agreement or instrument on behalf of the Parties or their respective Affiliates or otherwise render the Parties or their respective Affiliates liable for any purpose.

6.4 **Meetings**. Unless otherwise agreed to by HGTY and Markel, the Alliance Steering Committee shall meet at least once during every calendar year, or more frequently as HGTY and Markel mutually deem appropriate, on such dates, and at such locations and times, as such Parties shall agree; provided, that any member of the Alliance Steering Committee shall be permitted to call a special meeting of the Alliance Steering Committee at any time and from time to time. All such meetings shall be held upon at least ten (10) days' notice to the members of the Alliance Steering Committee. The members of the Alliance Steering Committee may participate in

any meeting of the Alliance Steering Committee by telephone or video conference, and such participation in such meeting shall constitute presence in person at such meeting. HGTY and Markel each may, upon prior written notice to the other Party, invite non-member Representatives of such Party to attend meetings of the Alliance Steering Committee.

6.5 **Quorum and Voting**. Attendance by at least two (2) members of the Alliance Steering Committee appointed by each of HGTY and Markel shall constitute a quorum for the transaction of business. The Parties shall use reasonable best efforts to ensure that a quorum is present at all duly called meetings of the Alliance Steering Committee. All decisions of the Alliance Steering Committee shall be made by majority vote; provided that the votes of any member of the Alliance Steering Committee absent from the applicable meeting may be cast by any other member of the Alliance Steering Committee appointed by the same Party as such absent member. In the event of a deadlock with respect to any vote of the Alliance Steering Committee relating to the approval of the Alliance's annual operating budget, the Parties agree that the operating budget with respect to the previous year shall remain in effect until a new budget is approved by the Alliance Steering Committee.

6.6 **Expenses**. Each Party shall bear all expenses of its respective Alliance Steering Committee members relating to their participation on the Alliance Steering Committee and attendance at meetings of the Alliance Steering Committee.

ARTICLE VII
TERM AND TERMINATION

7.1 **Term**. The term of this Agreement (as extended or earlier terminated, the "Term") shall begin on the date of the Original Alliance Agreement and shall expire on December 31, 2030, unless otherwise extended by mutual agreement of the Parties or terminated in accordance with the terms of this Article VII.

7.2 **Termination**. This Agreement may be terminated at any time:

(a) by written agreement of the Parties;

(b) by HGTY and Hagerty (the "Hagerty Party") immediately upon written notice to Markel upon the termination of the Agency Agreement in accordance with its terms;

(c) by Markel immediately upon written notice to the Hagerty Party upon the termination of the Agency Agreement in accordance with its terms;

(d) by the Hagerty Party upon one hundred eighty (180) days prior written notice to Markel if Markel is the subject of a Change of Control; provided that such written notice is received by Markel within one hundred eighty (180) days of the occurrence of such Change of Control;

(e) by Markel upon one hundred eighty (180) days prior written notice to the Hagerty Party if either of HGTY or Hagerty is the subject of a Change of Control; provided that such written notice is received by the Hagerty Party within one hundred eighty (180) days of the occurrence of such Change of Control;

(f) by Markel upon written notice to the Hagerty Party:

(i) if HGTY, Hagerty, Hagerty Agency or Hagerty Re commits a material breach of any of its representations, warranties, covenants or obligations under any Transaction Agreement that is not remedied within ninety (90) days following the receipt by such Person of written notice of such breach;

(ii) if HGTY, Hagerty, Hagerty Agency, Hagerty Re, the Insurer (following any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a)) or any Subsidiary of HGTY that owns an interest in Hagerty Re or in the Insurer (following any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a)) is the subject of an Insolvency Event (which, in the case of prongs (f) and (g) of the definition of Insolvency Event, has not been cured within sixty (60) days after notice to Hagerty; provided, that such cure period shall not be available if such a cure period has been utilized in respect of any of such Persons in the preceding twelve (12) months);

(iii) if the Insurer terminates the Agency Agreement "for cause" pursuant to the Agency Agreement; or

(iv) if HGTY or any of its Affiliates has (A) committed fraud or embezzlement in connection with any aspect of the Alliance Business, (B) been found by Governmental Order to have violated any material Law in connection with the Alliance Business, other than upon reliance on advice of counsel, and such violation is not cured within ninety (90) days following HGTY's or any of its Affiliates' receipt of such Governmental Order, (C) committed any act or omission constituting willful misconduct in connection with the Alliance Business or (D) been convicted or entered a guilty plea or plea of *nolo contendere* in connection with any felony involving dishonesty or moral turpitude in connection with the Alliance Business.

(g) by the HGTY Party upon written notice to Markel:

(i) if Markel or any of its applicable Affiliates commits a material breach of any of its representations, warranties, covenants or obligations under any Transaction Agreement that is not remedied within ninety (90) days following the receipt by such Person of written notice of such breach;

(ii) if Markel, the Insurer (prior to any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a)) or Evanston is the subject of an Insolvency Event (which, in the case of prongs (f) and (g) of the definition of Insolvency Event, has not been cured within sixty (60) days after notice to Markel; provided, that such cure period shall not be available if such a cure period has been utilized in respect of any of such Persons in the preceding twelve (12) months);

(iii) if Hagerty Agency or Hagerty Marine terminates the Agency Agreement "for cause" pursuant to the Agency Agreement (prior to any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a));

(iv) if Markel or any of its Affiliates has (A) committed fraud or embezzlement in connection with any aspect of the Alliance Business, (B) been found by Governmental Order to have violated any material Law in connection with the Alliance Business, other than upon reliance on advice of counsel, and such violation is not cured within ninety (90) days following Markel's or any of its Affiliates' receipt of such Governmental Order, (C) committed any act or omission constituting willful misconduct in connection with the Alliance Business or (D) been convicted or entered a guilty plea or plea of *nolo contendere* in connection with any felony involving dishonesty or moral turpitude in connection with the Alliance Business;

(v) if the financial strength rating of the Insurer by A.M. Best is lower than "A" (Excellent) for more than one hundred eighty (180) consecutive days (prior to any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a)); or

(vi) (A) if, prior to any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a), any Insurer Permit necessary to conduct the Alliance Business in any jurisdiction, or in any combination of jurisdictions, of the United States in which at least ten percent (10%) of the Insurer's gross direct written premium is generated is forfeited, abandoned, waived, terminated, suspended, cancelled, non-renewed or otherwise not maintained and is not reinstated within thirty (30) days thereafter, or (B) if, prior to any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a), any Insurer Permit necessary to conduct the Alliance Business in any other jurisdiction of the United States is forfeited, abandoned, waived, terminated, suspended, cancelled, non-renewed or otherwise not maintained and is not reinstated within one hundred eighty (180) days thereafter.

7.3 Effects of Termination.

(a) Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the Parties at the date of termination, unless waived in writing by mutual agreement of the Parties.

(b) In the event of the expiration or termination of this Agreement in accordance with Section 7.1 or Section 7.2, respectively:

(i) the Alliance shall automatically and immediately be terminated;

(ii) The Hagerty Party shall promptly either (x) return to Markel or (y) destroy (with the choice between (x) and (y) being at the sole discretion of the Hagerty Party) all relevant data, documents, records and other materials in its possession or control containing Confidential Information of Markel (provided that it may keep one electronic copy of such Confidential Information of Markel for archival purposes only); and

(iii) Markel shall promptly either (x) return to the Hagerty Party or (y) destroy (with the choice between (x) and (y) being at the sole discretion of Markel) all relevant data, documents, records and other materials in its possession or control containing Confidential Information of the Hagerty Party (provided that it may keep one electronic copy of such Confidential Information of the Hagerty Party for archival purposes only).

(c) In the event of any termination of this Agreement in accordance with Section 7.2 that gives rise to Hagerty's right to acquire all of the issued and outstanding capital stock of the Insurer pursuant to Section 7.4, following receipt of written notice from Hagerty that it is considering exercising its option to purchase all of the issued and outstanding capital stock of the Insurer, Markel shall prepare a reasonably detailed calculation of the Statutory Book Value as of the end of the calendar quarter immediately preceding the Termination Date (or as of the Termination Date if such date is the end of a calendar quarter) and provide written notice (the "SBV Notice") thereof to Hagerty no later than the last Business Day of the month following the month in which the Termination Date occurs. Hagerty shall have thirty (30) days following its receipt of the SBV Notice to provide written notice ("SBV Notice of Disagreement") of its disagreement with the calculation set forth in the SBV Notice. If Hagerty does not provide such SBV Notice of Disagreement to Markel within such time period, then the calculation set forth in the SBV Notice shall be final and binding on the Parties. During the thirty (30) days immediately following the delivery of a SBV Notice of Disagreement, the Parties will seek in good faith to resolve any disputes as to the calculations set forth in the SBV Notice. In the event that any such dispute is not resolved within such time period, the Hagerty Party and Markel shall submit its calculation of the Statutory Book Value as of the Termination Date to an Independent Expert. The Parties shall request that the Independent Expert provide its determination of the Statutory Book Value as of the Termination Date within twenty (20) days after the submission of such matter to the Independent Expert, or as soon as reasonably practicable thereafter, and the Independent Expert's determination of the Statutory Book Value as of the Termination Date shall be final and binding on the Parties. The Independent Expert's calculation of the Statutory Book Value as of the Termination Date, if not in accordance with the calculation submitted by the Hagerty Party or Markel, shall not be more favorable to the Hagerty Party than the calculation submitted by the Hagerty Party or more favorable to Markel than the calculation submitted by Markel. All fees and expenses relating to the work performed by the Independent Expert pursuant to this Section 7.3(c) shall be shared equally between the Hagerty Party and Markel.

7.4 Acquisition of the Insurer. In addition to the effects of termination described in Section 7.3(b):

(a) In the event that Hagerty has not exercised its option to acquire the Insurer pursuant to Section 5.6(a) and this Agreement is terminated pursuant to Section 7.2(a), Section 7.2(b), Section 7.2(c), Section 7.2(d), Section 7.2(g)(v) (only if there was no Markel Rating Event), or Section 7.2(g)(vi) (only if the forfeiture, abandonment, waiver, termination, suspension, cancellation, non-renewal or failure to maintain the Insurer Permit(s) leading to such termination was caused by any act or omission by Hagerty or its Affiliates), at the option of Hagerty, exercisable in its sole discretion by providing written notice (the "Termination Election Notice") to Markel within thirty (30) days following its receipt of the SBV Notice, Hagerty shall have the right to purchase one hundred percent (100%) of the issued and outstanding capital stock of the Insurer from the Markel Sellers. The purchase price payable by Hagerty or its designee to the Markel Sellers in consideration for such sale and transfer shall be an amount in cash equal to (i) (A) $23,000,000, plus (B) the Statutory Book Value as of the Termination Date, determined on a pro forma basis giving effect to the reinsurance transaction contemplated by Section 5.6(d), the termination and settlement of intercompany agreements and obligations contemplated by Section 5.6(e), the payment of the dividend contemplated by Section 5.6(f), the distribution and assignment of rights contemplated by Section 5.6(g) and the settlement of claims contemplated by Section 5.6(h), if applicable, minus (ii) the Option Price. Except as otherwise set forth in this Section 7.4(a), all of the terms, conditions and requirements set forth in Section 5.6(a), Section 5.6(d), Section 5.6(e), Section 5.6(f), Section 5.6(g), Section 5.6(h) and Section 5.6(i) shall apply with respect to any sale of all of the issued and outstanding capital stock of the Insurer to Hagerty pursuant to this Section 7.4(a). For purposes of this Section 7.4(a), all references in Section 5.6(d) to the effective date of such acquisition shall be deemed to be references to the Termination Date. The consummation of any acquisition pursuant to this Section 7.4(a) shall occur as promptly as practicable following the delivery of the Termination Election Notice, and in no event later than three (3) Business Days following the receipt of all Governmental Approvals necessary with respect to the acquisition of Control

of the Insurer by Hagerty or, at the sole discretion of Hagerty, if later, the date that is three (3) Business Days following the receipt of all applicable Governmental Approvals required to consummate the transactions contemplated by this Section 7.4(a) (including all Governmental Approvals required to effect the reinsurance transaction contemplated by Section 5.6(d), the termination and settlement of intercompany agreements and obligations contemplated by Section 5.6(e), the payment of the dividend contemplated by Section 5.6(f) and the distribution and assignment of rights contemplated by Section 5.6(g)). Notwithstanding the foregoing, if any such Governmental Approvals are not received within two hundred seventy (270) days of the Termination Date, then (x) the Parties shall use, or cause their respective Affiliates to use, reasonable best efforts to obtain such Governmental Approvals as promptly as practicable, and (y) Hagerty may revoke its election to purchase all of the issued and outstanding capital stock of the Insurer.

(b) In the event that Hagerty has not exercised its option to acquire the Insurer pursuant to Section 5.6(a) and this Agreement is terminated by HGTY or Hagerty pursuant to Section 7.2(g) (provided, that this Section 7.4(b) shall not apply (x) in the case of Section 7.2(g)(v), if there was no Markel Rating Event, and (y) in the case of Section 7.2(g)(vi), if the forfeiture, abandonment, waiver, termination, suspension, cancellation, non-renewal or failure to maintain the Insurer Permit(s) leading to such termination was caused by any act or omission by HGTY or its Affiliates), without prejudice to any right HGTY or Hagerty may have to receive damages in consequence of breach of this Agreement, at the option of HGTY or Hagerty, exercisable in its sole discretion by providing the Termination Election Notice to Markel within fifteen (15) Business Days following its receipt of the SBV Notice, Hagerty shall have the right to purchase one hundred percent (100%) of the issued and outstanding capital stock of the Insurer from the Markel Sellers. The purchase price payable by Hagerty or its designee to the Markel Sellers in consideration for such sale and transfer shall be an amount in cash equal to (i) 0.90 multiplied by (ii) (A) (I) $23,000,000, plus (II) the Statutory Book Value as of the Termination Date, determined on a pro forma basis giving effect to the reinsurance transaction contemplated by Section 5.6(d), the termination and settlement of intercompany agreements and obligations contemplated by Section 5.6(e), the payment of the dividend contemplated by Section 5.6(f), the distribution and assignment of rights contemplated by Section 5.6(g) and the settlement of claims contemplated by Section 5.6(h), if applicable, minus (B) the Option Price. Except as otherwise set forth in this Section 7.4(b), all of the terms, conditions and requirements set forth in Section 5.6(a), Section 5.6(d), Section 5.6(e), Section 5.6(f), Section 5.6(g), Section 5.6(h) and Section 5.6(i) shall apply with respect to any sale of all of the issued and outstanding capital stock of the Insurer to Hagerty pursuant to this Section 7.4(b). For purposes of this Section 7.4(b), all references in Section 5.6(d) to the effective date of such acquisition shall be deemed to be references to the Termination Date. The consummation of any acquisition pursuant to this Section 7.4(b) shall occur as promptly as practicable following the delivery of the Termination Election Notice, and in no event later than three (3) Business Days following the receipt of all Governmental Approvals necessary with respect to the acquisition of Control of the Insurer by Hagerty or, at the sole discretion of Hagerty, if later, the date that is three (3) Business Days following the receipt of all applicable Governmental Approvals required to consummate the transactions contemplated by this Section 7.4(b) (including all Governmental Approvals required to effect the reinsurance transaction contemplated by Section 5.6(d), the termination and settlement of intercompany agreements and obligations contemplated by Section 5.6(e), the payment of the dividend contemplated by Section 5.6(f) and the distribution and assignment of rights contemplated by Section 5.6(g)). Notwithstanding the foregoing, if any such Governmental Approvals are not received within two hundred seventy (270) days of the Termination Date, then (x) the Parties shall use, or cause their respective Affiliates to use, reasonable best efforts to obtain such Governmental Approvals as promptly as practicable, and (y) Hagerty may revoke its election to purchase all of the issued and outstanding capital stock of the Insurer.

(c) Nothing in this Section 7.4 shall impact the right of Hagerty to acquire the Insurer pursuant to Section 5.6(a).

7.5 Post-Termination Fronting. In the event this Agreement expires in accordance with Section 7.1 or terminates in accordance with Section 7.2 (other than any termination pursuant to Section 7.2(f)), respectively, and Hagerty does not exercise its option to purchase all of the issued and outstanding capital stock of the Insurer from the Markel Sellers pursuant to Section 5.6(a) or Section 7.4(a) or Section 7.4(b), (a) the Parties shall work together in good faith and cooperate to effect the transition of all Insurance Policies comprising the Alliance Business to an alternative insurance company designated by Hagerty as soon as reasonably practicable following termination of this Agreement; provided, that Hagerty shall be responsible for all reasonable out-of-pocket costs and expenses associated with such transition, subject to a cap of $150,000; and (b) at the request of Hagerty, (i) Markel shall cause the Insurer to enter into a customary reinsurance agreement with an insurer or reinsurer designated by Hagerty, pursuant to which the Insurer would cede (x) 80% of its Liabilities under Insurance Policies written, renewed or assumed by the Insurer in connection with the Alliance Business with effective dates through and including December 31, 2030 and (y) 100% of its Liabilities under Insurance Policies written, renewed or assumed by the Insurer in connection with the Alliance Business with effective dates after December 31, 2030, in each case, to Hagerty's designee for a period not to exceed one (1) year from the date of expiration or termination of this Agreement (such period, the "Fronting Period"), and (ii) the Parties shall work together in good faith and reasonably cooperate with each other to negotiate and prepare such

reinsurance agreement as promptly as reasonably practicable following Hagerty's request therefor. If Hagerty requires the Insurer to enter into such a reinsurance agreement for the Fronting Period, then Hagerty shall cause its designee to pay to the Insurer a fee equal to five percent (5%) of the net written premium ceded to its designee under such reinsurance agreement. In connection with such reinsurance agreement, Hagerty shall cause its designee to provide collateral in support of its obligations under such reinsurance agreement in an amount and in a manner that satisfies the requirements under Missouri insurance laws and regulations for the Insurer to obtain full credit on its statutory financial statements for the reinsurance provided by Hagerty's designee. The term of the Agency Agreement, the Claims Services and Management Agreement and the Management Services Agreement shall automatically be extended for the duration of the Fronting Period, if any; provided, that the exclusivity provisions set forth in the Agency Agreement shall not apply during the Fronting Period, if any. The Parties shall take, or cause their respective Affiliates to take, such actions and execute amendments to such agreements as are reasonably necessary to effect such extension.

7.6 **Surviving Obligations**. In the event of the expiration or termination of this Agreement in accordance with Section 7.1 or Section 7.2, respectively, this Agreement shall forthwith become null and void, except for the Parties' rights and obligations which, by their nature, would continue beyond the expiration or termination of this Agreement, including those rights and obligations of the Parties set forth in this Article VII and in Section 5.6(c), Section 5.6(e), Section 5.6(g), Section 5.6(i), Section 5.6(j), Section 5.13, Section 5.15, Section 7.5, Article VIII and Article IX; provided, however, that the expiration or termination of this Agreement shall not relieve any Party of any liability for breach of this Agreement prior to the Termination Date.

7.7 **Termination of Agency Agreement**. Markel and HGTY shall cause their Affiliates to terminate the Agency Agreement, subject to the provisions thereof with respect to the effect of termination of such agreement and the provisions thereof that survive such termination pursuant to the terms thereof, (a) on the date that is not later than twelve (12) months following the date on which this Agreement terminates in accordance with Section 7.2(f)(i), Section 7.2(g)(i), Section 7.2(g)(iv) or Section 7.2(g)(vi), and (b) on the date on which the Agreement expires in accordance with Section 7.1 or terminates in accordance with Section 7.2(a), Section 7.2(d), Section 7.2(e), Section 7.2(f)(ii), Section 7.2(f)(iv), Section 7.2(g)(ii) or Section 7.2(g)(v); provided, that in no event shall the Agency Agreement be terminated prior to the expiration of, and the term of the Agency Agreement shall automatically be extended for the duration of, the Fronting Period, if applicable. If the Agency Agreement remains in effect in accordance with this Section 7.7, then the Alliance Steering Committee shall, notwithstanding any provision hereof to the contrary, remain in effect until termination of the Agency Agreement for the purpose of reviewing and monitoring the underwriting guidelines of the Insurer; provided, that if HGTY does not appoint representatives to the Alliance Steering Committee during such period, or if such representatives fail to act as members of the Alliance Steering Committee, then Markel's representatives shall have the unilateral right to make revisions to the underwriting guidelines.

ARTICLE VIII
INDEMNIFICATION

8.1 **Indemnification by Markel**. Markel shall defend, indemnify and hold harmless HGTY and its Affiliates and each of their respective officers, directors, equityholders, employees, agents, successors and assigns, and the Insurer, from and against, and pay or reimburse each such person for, any and all Losses suffered by such persons to the extent arising out of or relating to (a) any breach of, or inaccuracy in, any of the representations or warranties made by Markel in this Agreement, (b) any breach or default in performance by Markel of any covenant, obligation or agreement of Markel contained in this Agreement, and (c) any Liability of the Insurer arising after the Alliance Effective Date and before the earlier of the Termination Date and the date of any acquisition of the Insurer by Hagerty pursuant to Section 5.6(a), if applicable, that does not arise out of or relate to the Alliance Business as conducted by the Insurer following the Alliance Effective Date.

8.2 **Indemnification by Hagerty**. Hagerty shall defend, indemnify and hold harmless Markel and its Affiliates and each of their respective officers, directors, equityholders, employees, agents, successors and assigns from and against, and pay or reimburse each such person for, any and all Losses suffered by such persons to the extent arising out of or relating to (a) any breach of, or inaccuracy in, any of the representations or warranties made by HGTY or Hagerty in this Agreement, or (b) any breach or default in performance by

HGTY or Hagerty of any covenant, obligation or agreement of HGTY or Hagerty contained in this Agreement. In the event that HGTY becomes the direct or indirect owner of 100% of the issued and outstanding equity interests of Hagerty, HGTY shall become jointly and severally liable for the indemnification provided by Hagerty in this Section 8.2.

ARTICLE IX
MISCELLANEOUS

9.1 **Expenses**. Except as otherwise provided in any of the Transaction Agreements, each Party shall pay its own costs, fees and expenses incurred in connection with the preparation and implementation of this Agreement, the other Transaction Agreements and the transactions contemplated hereby and thereby, including the fees and expenses of their respective legal, accounting, financial and other advisors, regardless of whether the transactions contemplated hereby shall be consummated.

9.2 **Relationship of the Parties**. This Agreement shall not be deemed to constitute (i) the Hagerty Party an agent of Markel or (ii) Markel an agent of the Hagerty Party. This Agreement is not a partnership agreement and nothing in this Agreement shall be construed to establish a partnership relationship between the Hagerty Party and Markel.

9.3 **Public Announcements**. Subject to applicable Law, neither the Hagerty Party nor Markel shall issue any press release or make any public disclosure regarding the transactions contemplated by the Transaction Agreements without the prior approval of Markel or the Hagerty Party, as applicable, which approval shall not be unreasonably withheld or delayed.

9.4 **Notices**. All notices, requests, claims, demands and other communications to any Party hereunder shall be in writing (including facsimile or other electronic transmission) and shall be given by delivery in person, by overnight courier service, by facsimile or other electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses:

(a) if to Markel:

Markel Corporation
4521 Highwoods Parkway
Glen Allen, Virginia 23060
Fax: 804-527-3810
Telephone: 804-747-0136
Attention: Chief Legal Officer
Email: Richard.Grinnan@Markel.com

and

Markel Corporation
4521 Highwoods Parkway
Glen Allen, Virginia 23060
Fax: 804-527-7905
Telephone: 804-527-3888
Attention: Managing Executive, Corporate Development
Email: Rob.Whitt@markel.com

(b) if to HGTY or Hagerty:

The Hagerty Group, LLC
141 River's Edge Drive
Traverse City, Michigan 49684
Fax: 231-922-8876
Telephone: 231-922-8876
Attention: General Counsel

Email: bmatthews@hagerty.com

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Party hereto. All such notices, requests, claims, demands and other communications shall be deemed received (i) if by personal delivery, on the day of such delivery, (ii) if by certified or registered mail, on the fifth Business Day after the mailing thereof, (iii) if by overnight courier service, on the day delivered or (iv) if by fax, on the day on which such fax is sent if sent prior to 5:00 p.m. on a Business Day in the place of receipt, otherwise, on the next succeeding Business Day in the place of receipt.

9.5 Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Laws of the State of Missouri, without giving effect to any conflict of law provisions that would permit or require the application of the Laws of another jurisdiction.

9.6 Dispute Resolution; Consent to Jurisdiction; Waiver of Jury Trial.

(a) The Parties shall attempt in good faith to resolve any dispute ("Dispute") arising out of or in connection with this Agreement or the transactions contemplated hereby promptly through negotiations between executive officers of the Parties.

(b) If the Parties are unable to resolve any Dispute, including a dispute as to the validity or existence of this Agreement, in accordance with Section 9.6(a) within thirty (30) days after the commencement of negotiations, then the procedures outlined in this Section 9.6(b) shall be followed in order to resolve the Dispute. Each Party waives its right to seek relief in any judicial forum without first complying with the following procedures:

(i) The Parties shall engage in a structured dispute-resolution process that consists of mandatory mediation which, if unsuccessful, may be followed by the filing of a lawsuit in the state or federal courts of Delaware. The Parties must complete each level of the process outlined in this Section 9.6(b) before proceeding to the next level. Failure of a Party to participate in the structured dispute-resolution process in good faith shall constitute a separate breach of this Agreement, and shall entitle the non-breaching Party to recovery of all reasonable costs and fees incurred in enforcing its rights hereunder.

(ii) If the Hagerty Party or Markel wishes to pursue the claim that has led to the Dispute, the Hagerty Party or Markel, as applicable, must provide written notice to Markel or the Hagerty Party, as applicable, containing a brief description of the claim. The Parties will then jointly select a mediator by informal agreement. If agreement cannot be reached on appointment of the mediator within thirty (30) days after notice of the claim has been given, the Parties will select a mediator from a panel provided by JAMS, Inc.

(iii) The mediator shall not have any direct financial or personal interest in the outcome of the mediation. Before selection, mediator candidates shall disclose potential conflicts of interest.

(iv) After the mediator is selected, the Hagerty Party and Markel shall agree on a date, time and place for the mediation. However, if the Hagerty Party and Markel fail to agree, the mediator shall schedule the mediation on a Business Day during normal business hours. Unless the Parties agree otherwise, the mediation shall take place in Chicago, Illinois.

(v) Before the scheduled mediation, the Hagerty Party or Markel may provide the mediator with a brief written summary of the Dispute setting forth the Hagerty Party's or Markel's position, as applicable, concerning all claims relating to such Dispute.

(vi) The Parties may be assisted or represented by an attorney. Each Party shall ensure that the mediation is attended by a representative of such Party with actual authority to engage in good faith discussions to resolve the Dispute. The mediation shall be a private and confidential meeting of the Parties and the mediator. Without the agreement of the Parties, no one may attend the mediation except the mediator, representatives of the Parties, and their attorneys.

(vii) The entire mediation process is confidential, except for the fact that the mediation process has taken place, and the Parties, their respective representatives and the mediator shall not disclose to any non-Party the subject of the mediation or any information about the mediation except as may be required by Law, for insurance purposes, or as necessary to enforce this Agreement to mediate. The mediator and any documents and information in the mediator's possession shall not be subpoenaed by the Parties in any Action relating to the Dispute, and the Parties shall oppose any effort to have the mediator or any such documents or information subpoenaed. The Parties shall not be permitted to make a formal record or transcript, or use any electronic recording device, at the mediation. However, any attendee may make handwritten notes during the mediation.

(viii) The Hagerty Party, on the one hand, and Markel, on the other hand, will share equally in the costs of the mediation; provided, that each Party will be responsible for its own attorneys' fees and for costs and expenses incurred by its representatives in preparing for and attending the mediation.

(ix) If the Parties are unable to resolve the Dispute at mediation, the Party bringing the applicable claim shall provide the Hagerty Party or Markel, as applicable, with a written notice that mediation has been unsuccessful and inform the Hagerty Party or Markel, as applicable, of its intent (if applicable) to proceed to litigation in accordance with Section 9.6(c).

(c) The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court for the District of Delaware and any court of the State of Delaware and waive, and agree not to assert by way of motion, as a defense or otherwise, any and all objections to the jurisdiction of any such court and any argument they may have that any such court is an inconvenient forum or an improper venue. The Parties agree that any process or other paper to be served in connection with any action or proceeding under this Agreement shall, if delivered, sent or mailed in accordance with Section 9.4, constitute good, proper and sufficient service thereof.

(d) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.7 Assignment. This Agreement and each and every covenant, term and condition hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, but neither this Agreement nor any rights hereunder shall be assignable directly or indirectly by any Party hereto without the prior written consent of the Hagerty Party or Markel, as applicable; provided, that Hagerty may assign any rights hereunder relating to the acquisition by Hagerty of all of the issued and outstanding capital stock of the Insurer to any Person without the prior written consent of Markel so long as any assignee of Hagerty agrees to be bound by the applicable terms of the Transaction Agreements. Any attempted assignment in violation of this Section 9.7 shall be void.

9.8 Third-Party Beneficiaries. Except as set forth in Section 8.1 and Section 8.2, none of the provisions of this Agreement shall confer any rights, benefits, remedies, obligations or liabilities upon any Person other than the Parties and their respective permitted successors and assigns.

9.9 Specific Performance. The Parties 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 and that any non-performance or breach of this Agreement by any Party would not be adequately compensated by monetary damages alone and that the Parties would not have any adequate remedy at law. It is accordingly agreed that, notwithstanding anything to the contrary in Section 9.6, the Parties shall be entitled to seek and obtain injunctive or other equitable relief (including a temporary restraining order, a temporary injunction, a permanent injunction or specific performance) against the Hagerty Party or Markel, as applicable, or HGTY's or Markel's Affiliates, agents, assigns or successors for a breach or threatened breach of this Agreement. It is expressly understood by each of the Parties that this injunctive or other equitable relief shall not be the exclusive remedy for any breach of this Agreement and the non-breaching Party shall be entitled to seek any other relief or remedy that either may have by contract, statute, law or otherwise for any breach hereof.

9.10 Severability. If any term or provision of this Agreement is for any reason found invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed. If the severance of any such part of

this Agreement materially affects any rights or obligations of the Parties hereunder, the Parties will negotiate in good faith to amend this Agreement in a manner satisfactory to the Parties.

9.11 **Headings**. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

9.12 **Amendments; Waivers; etc.**. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties hereto of a breach of or a default under any of the provisions of any of the Transaction Agreements, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of any of the Transaction Agreements or to exercise any right or privilege thereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder or thereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity.

9.13 **Entire Agreement**. Subject to Section 9.15, this Agreement shall, as of the date of execution hereof, supersede all previous representations, understandings or agreements, oral or written, between the Parties with respect to the subject matter hereof, and together with the exhibits and attachments hereto and the agreements and documents contemplated hereby, contains the entire understanding of the Parties with respect to the subject matter hereof. Terms included herein may not be contradicted by evidence of any prior oral or written agreement or of a contemporaneous oral or written agreement.

9.14 **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

9.15 **Applicability of this Agreement**. Except as expressly set forth herein, (a) the First Amended Alliance Agreement shall continue to apply with respect to any claims or disputes resulting from any breach of the First Amended Alliance Agreement arising during the period commencing on the effective date thereof, to but excluding the date of the Second Amended Alliance Agreement, (b) the Second Amended Alliance Agreement shall continue to apply with respect to any claims or disputes resulting from any breach of the Second Amended Alliance Agreement arising during the period commencing on the effective date thereof, to but excluding the date of the Third Amended Alliance Agreement and (c) the Third Amended Alliance Agreement shall continue to apply with respect to any claims or disputes resulting from any breach of the Third Amended Alliance Agreement arising during the period commencing on the effective date thereof, to but excluding the date of this Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the date first written above.

HAGERTY, INC.

By: _____
Name:
Title:

THE HAGERTY GROUP, LLC

By: _____
Name:
Title:

MARKEL CORPORATION

By: _____
Name:
Title:

Exhibit 16.1

December 8, 2021

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Commissioners:

We have read the statements made by Hagerty, Inc. and are in agreement with the statements contained in Item 4.01 therein, which we understand will be filed with the Securities and Exchange Commission, pursuant to Item 4.01 of Form 8-K of Hagerty, Inc. dated December 8, 2021. We have no basis to agree or disagree with other statements of the registrant contained therein.

Very truly yours,

/s/ Plante & Moran, PLLC
Chicago, Illinois

Exhibit 21.1

Name	State or Other Jurisdiction of Incorporation	Doing Business As
The Hagerty Group, LLC	Delaware	
Hagerty Asset Management, LLC	Michigan	
Hagerty International Holdings Limited	England	
Classic Car Analytics GMBH	Germany	
Hagerty International Limited	England	
Hagerty Enthusiast Limited	England	
Hagerty Insurance Agency, LLC	Delaware	
Hagerty Canada, LLC	Delaware	
Hagerty Classic Marine Insurance Agency, LLC	Delaware	
Hagerty Driveshare, LLC	Delaware	
Hagerty Motorsports, LLC	Delaware	
Hagerty Drivers Club, LLC	Delaware	
Hagerty Drivers Club Canada, LLC	Delaware	
Historic Vehicle Association, LLC	Delaware	
Historic Vehicle Association Canada, LLC	Delaware	
Hagerty Media Properties, LLC	Michigan	Hagerty Magazine
Hagerty Classic Analytics, LLC	Delaware	
Hagerty Insurance Holdings Inc	Delaware	
Hagerty Reinsurance Limited	Bermuda	
Hagerty Management, LLC	Delaware	
Hagerty Wellness Center, LLC	Michigan	
Cavallino Café, LLC	Michigan	
Hagerty Ventures, LLC	Delaware	
Hagerty Events, LLC	Delaware	Concours of America, Madison Avenue Sports Car Driving and Chowder Society, Greenwich Concours D'Elegance, California Mille
Member Hubs Holdings, LLC	Delaware	
Member Hubs Hospitality LLC	Delaware	Hagerty Garage + Social
Member Hubs Miami, LLC	Delaware	Hagerty Garage + Social
Hagerty Garage and Social Services, LLC	Delaware	
Member Hubs Canada ULC	Canada	Hagerty Garage + Social
Member Hubs Seattle, LLC	Delaware	Hagerty Garage + Social

Exhibit 99.1

The Hagerty Group, LLC
and Subsidiaries

Condensed Consolidated Financial Statements
(unaudited) as of September 30, 2021 and December 31, 2020
and for the Nine Months Ended September 30, 2021 and 2020

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

TABLE OF CONTENTS

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

	September 30, 2021 (unaudited)	December 31, 2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 47,879,178	$ 38,107,922
Restricted cash and cash equivalents	327,544,896	260,970,361
Accounts receivable	50,005,186	33,883,360
Premiums receivable	106,679,035	52,628,294
Commission receivable	45,016,883	54,540,886
Prepaid expenses and other assets	26,751,528	14,655,788
Deferred acquisition costs—net	89,436,987	58,571,981
Fixed income securities	1,203,784	-
Total current assets	694,517,477	513,358,592

PROPERTY AND EQUIPMENT—Net	27,724,372	25,822,140
LONG-TERM ASSETS:		
Prepaid expenses and other assets	20,977,267	20,166,955
Intangible assets—net	67,792,977	46,616,982
Goodwill	11,073,216	4,745,357
Fixed income securities	9,689,469	-
Total long-term assets	109,532,929	71,529,294
TOTAL ASSETS	$ 831,774,778	$ 610,710,026

(continued)

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

	September 30, 2021 (unaudited)	December 31, 2020
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 9,726,404	$ 11,544,583
Losses payable	-	21,980,282
Provision for unpaid losses and loss adjustment expenses	103,591,163	54,987,840
Unearned premiums	191,749,543	124,708,255
Commissions payable	66,241,161	43,798,065
Due to insurers	85,682,183	49,162,017
Advanced premiums	21,358,099	13,744,868
Accrued expenses	43,951,179	36,271,436
Deferred tax liability	11,399,802	7,498,982
Contract liabilities	24,098,372	19,541,253
Other current liabilities	2,497,190	1,514,871
Total current liabilities	560,295,096	384,752,452
LONG-TERM LIABILITIES:		
Accrued expenses	11,398,493	14,854,518
Contract liabilities	19,666,667	19,666,667
Long-term debt	117,500,000	69,000,000
Other long-term liabilities	3,993,258	5,115,648
Total long-term liabilities	152,558,418	108,636,833
Total liabilities	712,853,514	493,389,285
Commitments and contingencies (Note 15)		
EQUITY:		
Members' equity (Shares authorized 100,000; issued and outstanding 100,000)	120,404,613	119,151,495
Accumulated other comprehensive loss	(1,902,717)	(1,953,795)

Total members' equity	118,501,896	117,197,700
Non-controlling interest	419,368	123,041
Total equity	118,921,264	117,320,741
TOTAL LIABILITIES AND EQUITY	$ 831,774,778	$ 610,710,026

The accompanying notes are an integral part of these condensed consolidated financial statements. See note 14 for related-party transactions disclosure.

(concluded)

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME (unaudited)

	Nine Months Ended	
	September 30, 2021	**September 30, 2020**
REVENUES:		
Commission and fee revenue	$ 214,004,045	$ 185,946,985
Earned premium	212,370,450	160,376,852
Membership and other revenue	38,320,389	31,777,921
Total revenues	464,694,884	378,101,758
OPERATING EXPENSES:		
Salaries and benefits	122,134,416	98,937,707
Ceding commission	101,262,030	76,851,909
Losses and loss adjustment expenses	87,642,926	65,734,569
Sales expense	80,810,178	66,510,370
General and administrative services	46,626,867	35,950,687
Depreciation and amortization	15,282,029	8,195,731
Total operating expenses	453,758,446	352,180,973
OPERATING INCOME	10,936,438	25,920,785
OTHER EXPENSE	(1,041,355)	(523,559)
INCOME BEFORE INCOME TAX EXPENSE	9,895,083	25,397,226
INCOME TAX EXPENSE	(4,789,638)	(3,745,855)
NET INCOME	5,105,445	21,651,371
Add loss attributable to non-controlling interest	203,673	83,339
NET INCOME ATTRIBUTABLE TO THE HAGERTY GROUP, LLC	$ 5,309,118	$ 21,734,710
NET INCOME	5,105,445	21,651,371
Other comprehensive (loss) income		
Foreign currency translation adjustments - net of tax	(625,725)	169,403

Derivative instruments	676,803	-
Total other comprehensive income	51,078	169,403
Comprehensive income	5,156,523	21,820,774
Comprehensive loss attributable to non-controlling interest	203,673	83,339
Comprehensive income attributable to The Hagerty Group, LLC	$ 5,360,196	$ 21,904,113
Earnings per Unit	$ 53.09	$ 217.35
Weighted average units	100,000	100,000

The accompanying notes are an integral part of these condensed consolidated financial statements. See note 14 for related-party transactions disclosure.

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN MEMBERS' EQUITY (unaudited)

	Issued Units	Members' Equity	Accumulated Other Comprehensive (Loss) Income	Total Members' Equity	Non-Controlling Interest	Total Equity
BALANCE—December 31, 2020	100,000	$119,151,495	$ (1,953,795)	$117,197,700	$ 123,041	$117,320,741
Net income (loss)		5,309,118		5,309,118	(203,673)	5,105,445
Other comprehensive income			51,078	51,078		51,078
Distributions		(4,056,000)		(4,056,000)		(4,056,000)
Non-controlling interest issued capital				-	500,000	500,000
BALANCE—September 30, 2021	100,000	$120,404,613	$ (1,902,717)	$118,501,896	$ 419,368	$118,921,264

	Issued Units	Members' Equity	Accumulated Other Comprehensive (Loss) Income	Total Members' Equity	Non-Controlling Interest	Total Equity
BALANCE—December 31, 2019	100,000	$112,985,420	$ (2,524,702)	$110,460,718	$ -	$110,460,718
Net income (loss)		21,734,710		21,734,710	(83,339)	21,651,371
Other comprehensive income			169,403	169,403		169,403
Distributions		(4,000,000)		(4,000,000)		(4,000,000)
Non-controlling interest issued capital				-	250,000	250,000
BALANCE—September 30, 2020	100,000	$130,720,130	$ (2,355,299)	$128,364,831	$ 166,661	$128,531,492

The accompanying notes are an integral part of these condensed consolidated financial statements. See note 14 for related-party transactions disclosure.

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

	Nine Months Ended	
	September 30, 2021	September 30, 2020
OPERATING ACTIVITIES:		
Net income	$ 5,105,445	$ 21,651,371
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation and amortization expense	15,282,029	8,195,731
Provision for deferred taxes	3,900,820	2,076,133
Loss on disposals of equipment, software and other assets	2,319,486	237,008
Other	163,236	285,097
Changes in assets and liabilities:		
Accounts receivable	(16,548,137)	(15,965,514)
Premiums receivable	(54,050,741)	(39,000,506)
Commission receivable	9,584,259	4,115,122
Prepaid expenses and other assets	(16,301,611)	(6,388,343)
Deferred acquisition costs	(30,865,006)	(17,210,635)
Accounts payable	(1,812,538)	(1,675,346)
Losses payable	(21,980,282)	(16,737,392)
Provision for unpaid losses and loss adjustment expenses	48,603,323	38,678,743
Unearned premiums	67,041,288	37,282,476
Commissions payable	22,443,095	13,512,848
Due to insurers	36,589,267	27,723,981
Advanced premiums	7,624,342	8,444,750
Accrued expenses	2,945,930	8,461,226
Contract liabilities	4,559,874	4,038,911
Other current liabilities	754,948	1,430,739
Net cash from operating activities	85,359,027	79,156,400
INVESTING ACTIVITIES:		
Purchases of property and equipment and software	(31,162,772)	(24,681,190)
Business combinations and asset acquisitions —net of cash acquired	(11,344,792)	(5,940,480)
Purchase of fixed income securities	(12,433,211)	-
Maturities of fixed income securities	1,206,173	-
Other investing activities	(26,564)	63,435
Net cash used in investing activities	$ (53,761,166)	$ (30,558,235)

(continued)

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

	Nine Months Ended	
	September 30, 2021	September 30, 2020
FINANCING ACTIVITIES:		
Payments on long-term debt	$ (18,000,000)	$ (22,000,000)
Proceeds from long-term debt	67,500,000	44,000,000
Contributions from minority interest	500,000	250,000
Payments on notes payable	(1,000,000)	-
Distributions to members	(4,056,000)	(4,000,000)

Net cash from financing activities	44,944,000	18,250,000
EFFECT OF FOREIGN CURRENCY EXCHANGE RATES ON CASH	(196,070)	194,472
NET INCREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH AND CASH EQUIVALENTS	76,345,791	67,042,637
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AND CASH EQUIVALENTS—Beginning of year	299,078,283	221,060,849
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AND CASH EQUIVALENTS—September 30	$ 375,424,074	$ 288,103,486
NON-CASH INVESTING ACTIVITIES:		
Purchase of property and equipment	$ 5,788,823	$ 5,010,645
Business combination and asset acquisition	$ 3,762,762	$ 7,186,720
CASH PAID FOR:		
Interest	$ 1,635,523	$ 914,338
Income tax	$ 2,199,561	$ 3,905,861

The following table provides a reconciliation of cash and cash equivalents and restricted cash and cash equivalents as presented for the nine months ended September 20, 2021 and 2020:

	Nine Months Ended	
	September 30, 2021	**September 30, 2020**
Cash and cash equivalents	$ 47,879,178	$ 39,633,526
Restricted cash and cash equivalents	327,544,896	248,469,960
Total cash and cash equivalents and restricted cash and cash equivalents on the Condensed Consolidated Statements of Cash Flows	$ 375,424,074	$ 288,103,486

The accompanying notes are an integral part of these condensed consolidated financial statements.

(concluded)

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations—The accompanying condensed consolidated financial statements of The Hagerty Group, LLC and its subsidiaries (the "Company"), have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The Hagerty Group, LLC ("THG") is majority owned by Hagerty Holding Corp. ("HHC"), with Markel Corporation ("Markel") holding a minority interest. HHC and Markel collectively are the Members of THG ("Members"). Prior to June 2019, the Company was wholly owned by HHC. The Company operates several entities which collectively support the revenue streams listed below:

- The Company earns commission revenues for the distribution and servicing of classic automobile and boat insurance policies written through personal and commercial lines agency agreements with multiple insurance carriers in the United States, Canada, and the United Kingdom.

- Reinsurance premiums are earned in Hagerty Reinsurance Limited ("Hagerty Re") which is registered as a Class 3A reinsurer under the Bermuda Insurance Act 1978. Hagerty Re solely reinsures the classic auto and marine risks written through its affiliated managing general agent entities ("MGAs") in the United States, Canada and the United Kingdom.
    - The business produced by the U.S. MGAs is written by Essentia Insurance Company ("Essentia") and reinsured with its affiliate Evanston Insurance Company ("Evanston"). In turn, Hagerty Re assumes premiums through a quota share agreement with Evanston. Essentia and Evanston are wholly owned subsidiaries of Markel.
    - In 2020, Hagerty Re entered into a reinsurance agreement with Aviva Canada, Inc. ("Aviva") to reinsure classic auto and marine risks produced by its Canadian affiliate MGA.
    - In 2021, Hagerty Re entered into a reinsurance agreement with Markel International Insurance Company Limited to reinsure classic auto risks produced by its affiliate MGA in the United Kingdom. In connection with this new treaty, Hagerty Re purchased reinsurance to limit its liability to £1,000,000 per claim as United Kingdom ("U.K.") law requires unlimited liability coverage. Markel International Insurance Company Limited is an affiliate of Markel.

- The Company earns subscription revenue through membership offerings and other automotive services sold to policyholders and classic vehicle enthusiasts. Membership offerings include but are not limited to private label roadside assistance, digital and linear video content, our award-winning magazine, valuation services, members-only events and exclusive automotive third-party discounts. Additionally, the Company owns and operates collector vehicle events, earning revenue through admission income and sponsorships, as well as event registration service fees on behalf of automotive and motorsport organizations to manage credentials. Revenue is also derived from the sale of merchandise and operation of a peer-to-peer classic vehicle rental business for auto enthusiasts. In 2020, the Company started a network of experience and storage centers within majority-owned world-class vehicle storage called Member Hubs Holding, LLC (MHH).

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Principles of Consolidation—The accompanying condensed consolidated financial statements include the accounts of THG and its majority-owned and controlled subsidiaries. All intercompany account balances and transactions have been eliminated in the condensed consolidated financial statements. The Company consolidates MHH, an 80% owned subsidiary, under the voting interest method guidance in Accounting Standards Codification ("ASC") 810, "Consolidations" ("Topic 810"). The Noncontrolling Interest is presented separately on the Condensed Consolidated Balance Sheets, Statements of Income and Comprehensive Income and the Statements of Changes in Members' Equity.

Basis of Presentation—The accompanying condensed consolidated financial statements have been prepared in conformity with GAAP. The Company has applied the rules and regulations of the United States Securities and Exchange Commission ("SEC") regarding interim financial reporting and therefore the condensed consolidated financial statements do not include all of the information and notes required by GAAP for annual financial statements. In the opinion of management, all adjustments, consisting of items of a normal recurring nature, necessary for a fair presentation of the condensed consolidated interim financial statements, have been included. These condensed consolidated financial statements and the notes thereto should be read in conjunction with the Company's consolidated financial statements and related notes included in its annual audited financial statements. The results of operations for the nine months ended September 30, 2021, are not necessarily indicative of the results expected for the year ended December 31, 2021.

Business Update Related To COVID-19—In March 2020, the World Health Organization declared the Coronavirus ("COVID-19") a pandemic. The pandemic has impacted every geography in which the Company operates. Governments implemented various

restrictions around the world, including closure of non-essential businesses, travel, shelter-in-place requirements for citizens and other restrictions.

The Company has taken several precautionary steps to safeguard its businesses and team members from COVID-19, including implementing travel restrictions, arranging work from home capabilities and flexible work policies. The safety and well-being of our team members continues to be the top priority. As restrictions were put in place, employees were able to transition to a work from home environment quickly and effectively due to prior technology investments and the Company's focus on core values. Due to the restrictions and uncertainty caused by the pandemic, 2020 revenue growth was lower than expected primarily caused by lower levels of new business. Offsetting the 2020 revenue shortfall, expenses related to promotional events and travel were lower than anticipated. By the end of 2020 and as of September 2021, new business growth returned to pre-pandemic pace, events were being planned and new initiatives were on track. Management will continue to follow and monitor guidelines in each jurisdiction and is working on a phased transition of employees back to the office.

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Use of Estimates—The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Although the estimates are considered reasonable, actual results could differ from those estimates.

The most significant estimate that is susceptible to notable changes in the near-term relates to the provision for unpaid losses and loss adjustment expenses (including those losses incurred but not reported (IBNR)). Although some variability is inherent in this estimate, the Company believes that the current estimate is reasonable in all material respects. This estimate is reviewed regularly and adjusted as necessary. Adjustments related to changes in estimates are reflected in the Company's results of operations in the period in which those estimates changed.

Segment Information—The Company has one operating segment and one reportable segment. The Company's Chief Operating Decision Maker ("CODM") is the Chief Executive Officer ("CEO"), who makes resource allocation decisions and assesses performance based on financial information presented on a consolidated basis. The Company's management approach is to utilize an internally developed strategic decision making framework with the membership patrons at the center of all decisions, which requires the CODM to have a consolidated view of the operations so that decisions can be made in the best interest of Hagerty and its membership patrons.

Fair Value of Financial Instruments—The fair value of the Company's assets and liabilities qualify as financial instruments under ASC Topic 820, "Fair Value Measurement". Fair value approximates the carrying amounts represented in the accompanying financial statements, primarily due to their short-term nature and variable interest rates.

Fixed Income Securities – Fixed income securities consist of Canadian provincial and municipal bonds which qualify as debt securities under ASC Topic 320 "Investments – Debt Securities". Fixed income securities are carried at amortized cost on the balance sheet. Amortized cost is the amount at which an investment is acquired, adjusted for applicable accrued interest, accretion of discount or amortization of premium. Premium or discount is amortized on a straight-line basis to maturity. Pricing information for each fixed income security is obtained from our outside investment manager. The Company ultimately determines whether the inputs and the resulting market values are reasonable. Market pricing is based on fair value level 2 guidance using observable inputs such as quoted prices for similar assets at the measurement date.

New Accounting Standards

Recently Adopted Accounting Guidance

Financial Instruments—In August 2017, the FASB issued ASU No. 2017-12, Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities, which relates to accounting for hedging activities. This guidance expands

strategies that qualify for hedge accounting, changes how many hedging relationships are presented in the financial statements and simplifies the application of hedge accounting in certain situations.

The Company early adopted ASU No. 2017-12 effective January 1, 2020. Adoption of the standard enhanced the presentation of the effects of our hedging instruments and the hedged items in our condensed consolidated financial statements to increase the understandability of the results of our hedging strategies.

Media Content—In March 2019, the FASB issued ASU 2019-02, Improvements to Accounting for Costs of Films and License Agreements for Program Materials, in order to align the accounting for production costs of an episodic television series with the accounting for production costs of films by removing the content distinction for capitalization. ASU 2019-02 also requires that an entity reassess estimates of the use of a film in a film group and account for any changes prospectively. In addition, ASU 2019-02 requires that an entity test films and license agreements for program material for impairment at a film group level when the film or license agreements are predominantly monetized with other films and license agreements. As a result of adopting this ASU on January 1, 2021, the Company will now apply the guidance of ASC Topic 926, "Entertainment – Films" for the original content the Company self-produces and where the intellectual property is owned by the Company. For content the Company produces, the costs associated with production, including development costs, direct costs and production overhead will be capitalized. This will reduce the initial amount charged to expense for development of media content assets as they are created and costs will be amortized over the estimated useful life of the asset. The net financial impact through September 30, 2021 was $3,000,499 in prepaid expenses and other assets.

Convertible Instruments and Contracts — In August 2020, the FASB issued ASU 2020-06, Accounting for Convertible Instruments and Contracts in an Entity's Own Equity, which simplifies the accounting for convertible instruments by eliminating certain separation models and will generally be reported as a single liability at its amortized cost. In addition, ASU 2020-06 eliminates the treasury stock method to calculate diluted earnings per share for convertible instruments and requires the use of the if-converted method. The amendments in ASU 2020-06 are effective for the Company as of January 1, 2022 with the option to early adopt as of January 1, 2021. The Company elected to early adopt amendments in ASU 2020-06 effective January 1, 2021 which did not have an impact on the condensed consolidated financial statements.

Recent Accounting Guidance Not Yet Adopted

Credit Losses—In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments— Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, as modified by ASU No. 2018-19, Codification Improvements to Topic 326 Financial Instruments-Credit Losses and ASU No. 2019-04, Codification Improvements to Topic 326 Financial Instruments-Credit Losses and ASU No. 2019-05, Financial Instruments—Credit Losses (Topic 326) Targeted Transition Relief.

The guidance in ASU No. 2016-13 amends Topic 326, the reporting of credit losses for assets held at amortized cost basis, eliminating the probable initial recognition threshold and replacing it with a current estimate of all expected credit losses. Estimated credit losses are recognized as a credit loss allowance reflected in a valuation account that is deducted from the amortized cost basis of the financial asset to present the net amount expected to be collected. The guidance also addresses available-for-sale securities, whereby credit losses remain measured on an incurred loss basis with the presentation of the credit losses using an allowance rather than as a write-down. ASU No. 2019-10 defers the effective date of ASU No. 2016-13 to January 1, 2023. The Company does not expect the adoption of ASU No. 2016-13 to have a material impact on the condensed consolidated financial statements and related disclosures.

Leases—In February 2016, the FASB issued ASU No. 2016-02, Leases, which creates ASC Topic 842, Leases ("Topic 842"), and supersedes the lease requirements in ASC Topic 840, Leases. This guidance increases transparency and comparability among organizations by recognizing lease assets and lease liabilities in the condensed consolidated balance sheet. The guidance requires disclosure to enable users of the condensed consolidated financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. The transition to ASU No. 2016-02 requires the recognition and measurement of leases at the beginning of the earliest period presented using a modified retrospective approach. ASU No. 2020-05, Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842): Effective Dates for Certain Entities, defers the effective date of ASU 2016-02 to January 1, 2022. Early application of the amendments in ASU 2016-02 is permitted for all entities. The Company continues to evaluate the effects the adoption of this ASU will have on the condensed consolidated financial statements and related disclosures.

Reference Rate Reform—In March 2020, the FASB issued ASU No. 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting, which provides optional relief to all entities, subject to meeting certain criteria, that have contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. Additionally, in January 2021, the FASB issued ASU No. 2021-01, Reference Rate Reform (Topic 848), which clarifies that certain optional expedients and exceptions in Topic 848 for contract modifications and hedge accounting apply to derivatives that are affected by the discounting transition. The Company does not expect the adoption of these ASUs to have a material impact on the condensed consolidated financial statements and related disclosures.

2. REVENUE

The Company recognizes revenue under both ASC Topic 606 Revenue from Contracts with Customers ("Topic 606") and ASC Topic 944 Financial Services—Insurance ("Topic 944").

Topic 606 Revenue from Contracts

The Company records revenue and expenses under Topic 606 as follows:

Contract Balances—The following tables provide information about contract costs, contract assets, and contract liabilities from contracts with customers, current and long-term:

	September 30, 2021	December 31, 2020
Contract costs - incremental costs to obtain	$ 3,724,226	$ 2,748,585
Contract assets - contingent commission	45,016,883	54,540,886
Contract liabilities	43,765,039	39,207,920

Significant changes in contract liabilities are as follows:

	September 30, 2021		
	Current	Long Term	Total
Balance—Beginning of year	$ 19,541,253	$ 19,666,667	$ 39,207,920
Membership & other revenue recognized during the period	(38,320,389)	-	(38,320,389)
Membership & other revenue deferred during the period	42,877,508		42,877,508

Balance—September 30	$ 24,098,372	$ 19,666,667	$ 43,765,039

	September 30, 2020		
	Current	Long term	Total
Balance—Beginning of year	$ 17,264,876	$ -	$ 17,264,876
Membership & other revenue recognized during the period	(31,777,921)	-	(31,777,921)
Membership & other revenue deferred during the period	35,796,808	-	35,796,808
Balance—September 30	$ 21,283,763	$ -	$ 21,283,763

THE HAGERTY GROUP, LLC AND SUBSIDIARIES

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Disaggregation of Revenue—The following tables present revenue by distribution channel as well as a reconciliation to total revenue for the nine months ended:

	Nine Months Ended September 30, 2021		
	Agent	Direct	Total
Commission and fee revenue	$ 90,449,210	$ 78,796,925	$ 169,246,135
Contingent commission	23,265,004	21,492,906	44,757,910
Membership revenue	-	29,965,277	29,965,277
Other revenue	-	8,355,112	8,355,112
Total revenue from customer contracts	$ 113,714,214	$ 138,610,220	$ 252,324,434
Insurance revenue recognized under Topic 944			212,370,450
Total revenue			$ 464, 694, 884

	Nine Months Ended September 30, 2020		
	Agent	Direct	Total
Commission and fee revenue	$ 78,059,419	$ 65,832,433	$ 143,891,852
Contingent commission	22,891,446	19,163,687	42,055,133
Membership revenue	-	26,859,607	26,859,607
Other revenue	-	4,918,314	4,918,314
Total revenue from customer contracts	$ 100,950,865	$ 116,774,041	$ 217,724,906
Insurance revenue recognized under Topic 944			160,376,852
Total revenue			$ 378,101,758

The following tables present revenue by geography where the business was sold as well as a reconciliation to total revenue for the nine months ended:

	Nine Months Ended September 30, 2021			
	US	Canada	Europe	Total
Commission and fee revenue	$ 152,133,997	$ 13,982,592	$ 3,129,546	$ 169,246,135
Contingent commission	45,002,809	(354,928)	110,029	44,757,910
Membership revenue	27,842,898	2,122,379	-	29,965,277
Other revenue	7,121,085	172,271	1,061,756	8,355,112
Total revenue from customer contracts	$ 232,100,789	$ 15,922,314	$ 4,301,331	$ 252,324,434
Insurance revenue recognized under Topic 944				212,370,450
Total revenue				$ 464,694,884

	Nine Months Ended September 30, 2020			
	US	Canada	Europe	Total
Commission and fee revenue	$ 130,380,682	$ 11,102,758	$ 2,408,412	$ 143,891,852
Contingent commission	40,163,107	1,511,769	380,257	42,055,133
Membership revenue	25,152,874	1,706,733	-	26,859,607
Other revenue	3,931,779	118,079	868,456	4,918,314
Total revenue from customer contracts	$ 199,628,442	$ 14,439,339	$ 3,657,125	$ 217,724,906
Insurance revenue recognized under Topic 944				160,376,852
Total revenue				$ 378,101,758

Topic 944 Financial Services—Insurance

Earned Premium—Reinsurance premium assumed is recognized under Topic 944 as revenue on a pro rata basis over the period of the exposure in the underlying reinsurance treaty with the unearned portion deferred in the balance sheets. Total premiums assumed and the change in unearned premiums are as follows:

	Nine Months Ended	
	September 30, 2021	September 30, 2020
Underwriting income:		
Premiums assumed	$ 284,598,379	$ 200,915,301
Reinsurance premiums ceded	(8,464,693)	(3,185,509)
Net premiums assumed	276,133,686	197,729,792
Change in unearned premiums	(67,041,288)	(37,282,476)
Change in deferred reinsurance premiums	3,278,052	(70,464)
Net premiums earned	$ 212,370,450	$ 160,376,852

3. DEFERRED ACQUISITION COSTS

Deferred acquisition costs were as follows:

	Nine Months Ended	
	September 30, 2021	September 30, 2020
Balance—Beginning of year	$ 58,571,981	$ 46,808,359
Acquisition costs deferred	132,127,037	94,062,544
Amortization charged to income	(101,262,030)	(76,851,909)
Balance—September 30	$ 89,436,987	$ 64,018,994

4. FIXED INCOME SECURITIES

Securities consist of Canadian provincial and municipal bonds held in a trust account to meet the requirements of a third-party insurer, Aviva, in connection with our reinsurance agreement. As of September 30, 2021 and December 31, 2020, the carrying value was $10,893,252 and $0, respectively.

The Company classifies all of these securities as held-to-maturity and has the intent and ability to hold to maturity. The table below summarizes the amortized cost and fair value at September 30, 2021 of held-to-maturity securities based on contractual maturity. Fair value is based on fair value level 2 guidance using observable inputs such as quoted prices for similar assets at the measurement date.

Canadian Provincial and Municipal Bonds	Amortized Cost	Estimated Fair Value
Due in one year or less	$ 1,203,784	$ 1,203,614
Due after one year through five years	9,689,469	9,651,522
Total	$ 10,893,253	$ 10,855,136

The duration of all unrealized losses is less than 12 months. The Company has reviewed the portfolio for other than temporary impairments and concluded that no impairment exists as of September 30, 2021. The Company did not record any gains or losses on these securities during the nine months ended September 30, 2021.

5. PROPERTY AND EQUIPMENT

	September 30, 2021	December 31, 2020
Land and land improvements	$ 930,335	$ 930,335
Buildings	1,747,586	1,747,586
Leasehold improvements	8,548,164	7,917,007
Furniture and equipment	15,427,274	13,828,965
Computer equipment and software	24,980,848	25,608,991
Automobiles	743,227	746,533
Total property and equipment	$ 52,377,435	$ 50,779,417
Less accumulated depreciation and amortization	(24,653,063)	(24,957,277)
Property and equipment-net	$ 27,724,372	$ 25,822,140

6. BUSINESS COMBINATIONS AND ASSET ACQUISITIONS

The Company's business strategy is to attract high-quality partners to join our operations to provide expanded automotive related offerings to our members. Transactions in which the Company obtains control of a business are treated as business combinations. Acquisitions of an asset, or a group of assets, that does not meet the definition of a business are treated as an asset acquisition.

In connection with asset acquisitions, the Company records the estimated value of the net tangible assets purchased and the value of the identifiable intangible assets purchased, which typically consist of purchased customer relationships, the right to renew policies upon expiration of the current policy term (renewal rights) and noncompete agreements.

In connection with business combinations, the Company records the estimated value of the net tangible assets purchased and the value of the identifiable intangible assets purchased, which typically consist of purchased internally developed software, customer lists, trademarks and noncompete agreements. The valuation of purchased intangible assets involves significant estimates and assumptions. Until final valuations are complete, any change in assumptions could affect the carrying value of tangible assets, goodwill and identifiable intangible assets.

Net assets and results of operations are included in the Company's condensed consolidated financial statements commencing at the respective purchase closing dates for business combinations and asset acquisitions.

2021 Business Combinations - On June 22, 2021, the Company purchased the Amelia Island Concours d'Elegance event. On July 22, 2021, the MHH Canadian subsidiary purchased the Paddock Motor Club in Toronto, Canada. On August 12, 2021, the Company purchased McCall Motorworks Revival. The pro forma effect of these acquisitions does not materially impact the Company's reported results, either individually or in the aggregate for each period presented in the condensed consolidated statements of operations. As a result, no pro forma information has been presented. Additionally, from the date of acquisition through September 30, 2021, the revenue and net income of the businesses acquired did not materially impact the Company's reported results.

2020 Asset Acquisition - The Company completed one acquisition that has been accounted for as an asset acquisition. On March 1, 2020, the Company purchased the renewal rights to the collector insurance policies effective on or after March 1, 2020 from a Canadian insurance brokerage. As part of the transaction, the seller entered into a non-compete agreement with the Company wherein they are prohibited from competing with the Company for a period of five years. Total purchase consideration for the acquisition was $9,671,892, with cash paid at closing of $2,480,634 and estimated current and long-term liabilities of $2,397,086 and $4,794,172, respectively.

The following table presents the allocation of the business combination and asset acquisition costs to the assets acquired based on their fair values:

	Nine Months Ended	
	September 30, 2021	**September 30, 2020**
Cash	$ 8,449,763	$ 2,480,634
Fair value of non-cash consideration	3,767,305	7,191,259
Total consideration	$ 12,217,069	$ 9,671,892
Allocation of purchase price:		
Property and equipment	397,850	-
Intangible assets	5,571,518	9,710,228
Goodwill	6,333,273	-
Total assets acquired	12,302,641	9,710,228
Liabilities assumed		
Accrued expenses	-	38,336
Contract liabilities - current	85,572	-
Total liabilities assumed	85,572	38,336
Estimated fair value of net assets acquired	$ 12,217,069	$ 9,671,892

7. PREPAID EXPENSES AND OTHER ASSETS

Prepaid expenses and other assets, current and long-term, consist of:

	September 30, 2021	December 31, 2020
Prepaid sales, general and administrative expenses	$ 14,404,804	$ 14,410,183
Prepaid SaaS implementation costs	16,786,702	15,369,165
Deferred reinsurance premiums ceded	3,278,052	-
Media content	3,000,499	-
Other	10,258,738	5,043,395
Prepaid expenses and other assets	$ 47,728,795	$ 34,822,743

8. INTANGIBLE ASSETS

Intangible assets consist of:

	September 30, 2021	December 31, 2020
Renewal rights	$ 17,606,801	$ 17,111,577
Internally developed software	65,956,692	42,594,988
Trade names and trademarks	5,003,771	2,009,000
Other	5,760,677	3,064,699
Intangible assets	$ 94,327,941	$ 64,780,264
Less accumulated depreciation	(26,534,964)	(18,163,282)
Intangible assets-net	$ 67,792,977	$ 46,616,982

9. PROVISION FOR UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES

The changes in the provision for unpaid losses and loss adjustment expenses, net of amounts recoverable from reinsurers were as follows:

	Nine Months Ended	
	September 30, 2021	September 30, 2020
Balance—Beginning of year	$ 54,987,840	$ 32,583,608
Less: amount recoverable from reinsurers	-	(2,343)
Net balance-Beginning of year	54,987,840	32,581,265
Losses incurred for the period related to:		
Current period	87,642,926	65,734,569
Prior periods	-	-
Total losses incurred	87,642,926	65,734,569
Losses paid for the period related to:		
Current period	20,604,251	15,282,345

Prior periods	18,402,785	11,921,879
Total losses paid	39,007,036	27,204,224
Net balance—September 30	103,623,730	71,111,610
Foreign currency translation adjustment	(32,567)	-
Balance—September 30	$ 103,591,163	$ 71,111,610

In updating Hagerty Re's loss reserve estimates, inputs are considered and evaluated from many sources, including actual claims data, the performance of prior reserve estimates, observed industry trends, and internal review processes, including the views of the Company's actuary. These inputs are used to improve evaluation techniques and to analyze and assess the change in estimated ultimate losses for each accident year by line of business. These analyses produce a range of indications from various methods, from which an actuarial point estimate is selected.

10. INTEREST RATE SWAP

Interest rate swap agreements are contracts to exchange floating rate for fixed rate interest payments over the life of the agreement without the exchange of the underlying notional amounts. The notional amounts of the interest rate swap agreements are used to measure interest to be paid or received and do not represent the amount of exposure to credit loss. The differential paid or received on the interest rate swap agreements is recognized as an adjustment to interest expense.

The purpose of the swap agreement is to fix the interest rate on a portion of the Company's existing variable rate debt to reduce exposure to interest rate fluctuations. Under the agreement, the Company pays the counterparty interest at a fixed rate. The counterparty will pay the Company interest at a variable rate, adjusted quarterly and based on LIBOR or the alternative replacement of LIBOR. The amount exchanged is calculated based on the notional amount. Amounts shown below:

		September 30, 2021	December 31, 2020
In March 2017, the Company entered into an interest rate swap agreement with an	Notional Amount	$ 15,000,000	$ 15,000,000
original notional amount of $15,000,000 at a fixed rate of 2.20%.	Fair Value	$ (158,360)	$ (378,043)
In December 2020, the Company entered into an interest rate swap agreement with an	Notional Amount	$ 35,000,000	$ 35,000,000
original notional amount of $35,000,000 at a fixed rate of 0.78%.	Fair Value	$ 253,575	$ (423,228)
Net fair value of interest rate swap		$ 95,215	$ (801,271)

The significant inputs, primarily the LIBOR forward curve, used to determine the fair value are considered Level 2 observable market inputs. The Company monitors the credit and nonperformance risk associated with its counterparties and believes them to be insignificant at September 30, 2021 and December 31, 2020.

11. LONG-TERM DEBT

Long-term debt consists of the following as of:

	September 30, 2021	December 31, 2020

The Company has a $160,000,000 credit facility (Credit Facility) with a bank syndicate that may extend each year such that the term of the agreement remains at least three years. The current term of the Credit Facility expires on December 23, 2023, with any unpaid balance due at maturity. Borrowings under the Credit Facility bear interest at one month LIBOR plus an applicable margin, or Prime, plus or minus an applicable margin at the Company's choice. The effective borrowing rate at September 30, 2021 was 2.07%. Borrowings under the Credit Facility are collateralized by the assets of the Company, except for the assets of the Company's United Kingdom, Bermuda and Germany subsidiaries.		
Effective August 24, 2021, the Company secured commitment letters from its current lenders that will increase the capacity of its current Credit Facility to $230,000,000.	$ 117,500,000	$ 68,000,000
The Company has a note payable related to a business combination for the future purchase installment payments. The note is paid in two equal installments and interest is calculated at a fixed 3.25%. The note payable expires March 1, 2022 at which time the second installment is due.	1,000,000	2,000,000
Total debt	118,500,000	70,000,000
Less current portion	(1,000,000)	(1,000,000)
Total long-term debt	$ 117,500,000	$ 69,000,000

The Credit Facility includes a provision for determining a LIBOR successor rate in the event LIBOR reference rates are no longer available. The alternative benchmark replacement rate is the secured overnight financing rate (SOFR). In addition, the facility includes a provision for determining a SOFR successor rate in the event SOFR reference rates are no longer available. If no SOFR successor rate has been determined, the rate will be based on the higher of the Prime Rate or the fed funds rate plus a fixed margin.

In connection with the Credit Facility, the Company is required, among other things, to meet certain financial covenants, including a fixed-charge coverage ratio and a leverage ratio. The Company was in compliance as of September 30, 2021.

12. EARNINGS PER UNIT

The following table sets forth the calculation of basic earnings per unit based on net income attributable to the Company for the nine months ended September 30, 2021 and 2020, divided by the basic weighted average number of units as of September 30, 2021 and 2020. There are no potential dilutive securities and thus no diluted per unit amounts.

	Nine Months Ended	
	September 30, 2021	**September 30, 2020**
Net income	$ 5,105,445	$ 21,651,371
Less loss attributable to non-controlling interest	(203,673)	(83,339)
Net income attributable to The Hagerty Group, LLC	$ 5,309,118	$ 21,734,710
Weighted average units	100,000	100,000
Earnings per unit	$ 53.09	$ 217.35

13. TAXATION

Income tax expense reflected in the financial statements differs from the tax computed by applying the statutory US federal rate to net income before taxes for the nine months ended as follows:

	Nine Months Ended			
	September 30, 2021		September 30, 2020	
Income tax expense at statutory rate	$ 2,077,967	21%	$ 5,333,418	21%
(Income)/loss not subject to entity-level taxes	1,263,563	13%	(2,138,363)	-8%
Foreign rate differential	(173,445)	-2%	(76,870)	0%
Change in valuation allowance	1,621,553	16%	627,670	2%
Income tax expense	$ 4,789,638	48%	$ 3,745,855	15%

After considering all positive and negative evidence of taxable income in the carryback and carryforward periods as permitted by law, the Company believes it is more likely than not that the foreign net operating losses will not be utilized. The valuation allowance as of September 30, 2021 has been increased for additional foreign net operating losses and adjusted for changes in foreign exchange rates. The valuation allowance is $6,714,116 and $4,770,618 as of September 30, 2021 and December 31, 2020, respectively.

As of September 30, 2021 and December 31, 2020, the Company did not have any unrecognized tax benefits and had no accrued interest or penalties related to uncertain tax positions. If recorded, interest and penalties would be recorded as interest expense or penalty expense in the condensed consolidated statements of income and other comprehensive income. The Company does not expect any significant changes to the unrecognized tax benefits over the next twelve months.

14. RELATED-PARTY TRANSACTIONS

In June 2019, the Company ownership changed from wholly owned by HHC to 75% owned, with 25% ownership by Markel. At this time Markel and its affiliates became related parties.

The Company has transactions with its Members, which include the following:

Alliance Agreement: The Company's United States MGAs have personal and commercial lines of business written with related Markel-affiliated carriers. The following table provides information about Markel-affiliated due to insurer liabilities and commission revenue under the agreement with Markel-affiliated carriers:

	September 30, 2021	December 31, 2020
Due to insurer	$ 79,336,222	$ 45,651,483
Percent of total	93%	93%

	Nine Months Ended	
	September 30, 2021	September 30, 2020
Commission revenue	$ 152,268,330	$ 129,041,585
Percent of total	92%	91%

Reinsurance Agreement: Under a quota share with Evanston, Hagerty Re reinsures 60% of the risks in 2021 and 50% of the risks in 2020 written through the Company's United States MGAs. Additionally, in 2021 Hagerty Re began reinsuring 60% of the risks written by the Company's United Kingdom MGA with Markel International Insurance Company Limited. All balances listed below and presented in the condensed consolidated balance sheets and statements of income and comprehensive income are related to business with a Markel affiliate:

	September 30, 2021	December 31, 2020
Assets		
Deferred acquisition costs	$ 85,760,754	$ 55,832,707
Premiums receivable	102,268,533	49,938,030
Total assets	$ 188,029,287	$ 105,770,737
Liabilities		
Losses payable	$ -	$ 21,049,109
Provision for unpaid loss and loss adjustment expenses	98,441,148	53,281,356
Unearned premiums	182,996,606	118,207,080
Commissions payable	64,388,750	42,643,666
Total liabilities	$ 345,826,504	$ 235,181,211

	Nine Months Ended	
	September 30, 2021	September 30, 2020
Revenue		
Earned premium	$ 202,421,589	$ 156,050,338
Expenses		
Ceding commission	97,261,403	$ 86,827,342
Losses and loss adjustment expenses	83,044,526	64,361,148
Total expenses	$ 180,305,929	$ 151,188,490

15. COMMITMENTS AND CONTINGENCIES

Employee Compensation Agreements—In the ordinary course of conducting its business, the Company enters into certain employee compensation agreements from time to time which commit the Company to severance obligations in the event an employee terminates employment with the Company. If applicable, these obligations are included in the accrued expenses lines of the condensed consolidated balance sheet.

Litigation—The Company is subject to claims and lawsuits that arise primarily in the ordinary course of business. Based on current knowledge and after consultation with counsel, the ultimate outcomes of currently threatened or pending legal matters and other contingent exposures are unlikely to be material to the consolidated financial condition after taking into account existing accruals.

Standby Letter of Credit—JPMorgan Chase Bank, N.A. issued an irrevocable standby letter of credit on behalf of the Company to the Internal Revenue Service (IRS) for $10,000,000 as security for payment of any tax which may become due and payable by Hagerty Re to the IRS. The terms of the letter of credit are automatically extended for a term of one year at a time. The Company's subsidiary, Hagerty Re, has an obligation to renew this irrevocable letter of credit in connection with its election under Section 953(d) of the U.S. Internal Revenue Code to be taxed as a U.S. domestic corporation. No amounts have been drawn under the

standby letter of credit. The standby letter of credit is valid until the election is terminated or the letter expires and was issued as a sublimit under the Company's credit facility.

16. SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 8, 2021, which is the date these condensed consolidated financial statements were issued.

Credit Facility

On October 27, 2021, the Company executed an amendment to its Credit Facility with its current lenders. The amendment will increase the capacity of its Credit Facility to $230,000,000 from $160,000,000 and extend the maturity date of the Credit Facility to October 27, 2026. The Credit Facility borrowings are collateralized by Company assets, except for the assets of the Company's United Kingdom, Bermuda and German subsidiaries as well as the assets of the Hagerty Events, LLC and the non-wholly owned subsidiaries of Member Hubs Holding, LLC.

Business Combination

On December 2, 2021, Hagerty, Inc., a Delaware corporation (formerly known as Aldel Financial Inc.) consummated the previously-announced business combination by and among Aldel Financial Inc., Aldel Merger Sub LLC, a Delaware limited liability company and wholly owned subsidiary of Aldel, and The Hagerty Group, LLC.

The aggregate value of the consideration in the Business Combination was approximately $3,000,000,000 with consideration to holders of equity interests in THG consisting of: (a) cash consideration in the amount of $489,660,942 and (b) 251,033,906 shares of THG Units and corresponding shares of Class V Common Stock. Additionally, on December 2, 2021, Hagerty, Inc. issued, in the aggregate, 70,385,000 shares of its Class A common stock to investors at $10.00 per share for aggregate consideration of $703,850,000.

On December 3, 2021, Hagerty, Inc. common stock and warrants began publicly trading on The New York Stock Exchange under the new symbols "HGTY" and HGTY.WS", respectively.

Exhibit 99.2

Unaudited Pro Forma Condensed Combined Financial Information

Defined Terms included below shall have the same meaning as terms defined and included elsewhere in this Form 8-K.

Introduction

We are providing the following unaudited pro forma condensed combined financial information to aid you in your analysis of the financial aspects of the Business Combination. Unless the context otherwise requires, the terms "we," "us," "our," and the "Company" refers to Hagerty, Inc. and its consolidated subsidiaries, including The Hagerty Group, LLC, a Delaware limited liability company ("**Hagerty**"), following the Closing Date and references to "**Aldel**" refer to Aldel Financial Inc. at or prior to the Closing Date.

The unaudited pro forma condensed combined financial information is prepared in accordance with Article 11 of Regulation S-X. The unaudited pro forma condensed combined financial information presents the pro forma effects of the Business Combination.

The Unaudited Pro Forma Condensed Combined Financial Statements

The following unaudited pro forma condensed combined balance sheet as of September 30, 2021, assumes that the Business Combination occurred on September 30, 2021. The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2021, and for the year ended December 31, 2020, assumes that the Business Combination had been completed on January 1, 2020.

Management has made estimates and assumptions in its determination of the pro forma transaction accounting adjustments. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented. The unaudited pro forma condensed combined financial information does not give effect to any anticipated synergies, operating efficiencies, tax savings or cost savings that may be associated with the Business Combination.

The unaudited pro forma transaction accounting adjustments reflecting the completion of the Business Combination are based on certain currently available information and certain assumptions and methodologies that the Company believes are reasonable under the circumstances. The unaudited pro forma transaction accounting adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, it is likely that the actual adjustments will differ from the unaudited pro forma transaction accounting adjustments, and it is possible the difference may be material. The Company believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Business Combination based on information available to management at this time and that the unaudited pro forma transaction accounting adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

Exhibit 99.2

Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined financial statements do not necessarily reflect what Hagerty Inc.'s financial condition or results of operations would have been had the Business Combination occurred on the dates indicated. The unaudited pro forma condensed combined financial information also may not be useful in predicting the future financial condition and results of operations of the post-combination company. The actual financial position and results of operations may differ significantly from the pro forma amounts reflected herein due to a variety of factors.

The historical financial information of Aldel was derived from (i) the unaudited financial statements of Aldel as of and for the three and nine months ended September 30, 2021 included in Aldel's Quarterly Report on Form 10-Q filed with the United States Security and Exchange Commission on November 12, 2021, and (ii) from the audited financial statements of Aldel as of December 31, 2020 and for the period from December 23, 2020 (inception) to December 31, 2020, included in the included in the final prospectus and definitive proxy statement, dated November 10, 2021 (the "Proxy Statement").

The historical financial information of Hagerty was derived from (i) the unaudited condensed consolidated financial statements as of and for the nine months ended September 30, 2021, included as Exhibit 99.1 of this Form 8-K, and from (ii) the audited consolidated financial statements as of and for the year ended December 31, 2020, included in the Proxy Statement.

The unaudited pro forma condensed combined financial information is qualified in its entirety by reference to, and should be read together with Aldel's and Hagerty's audited and unaudited financial statements and related notes, included as Exhibit 99.1 of this Form 8-K and within the Proxy Statement, as well as "Management's Discussion and Analysis of Financial Condition and Results of Operations of Aldel" and "Management's Discussion and Analysis of Financial Condition and Results of Operations of Hagerty" included in Aldel's Quarterly Report on Form 10-Q, as Exhibit 99.3 of this Form 8-K and within the Proxy Statement.

Description of the Business Combination

On December 2, 2021, Hagerty, Inc., a Delaware corporation, consummated the previously-announced business combination pursuant to that certain Business Combination Agreement, dated as of August 17, 2021 (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 Hagerty.

Pursuant to the terms of the Business Combination Agreement, (a) Merger Sub was merged with and into Hagerty (the "**Business Combination**"), whereupon the separate limited liability company existence of Merger Sub ceased to exist and Hagerty is the surviving company (Hagerty following the Business Combination is sometimes hereinafter referred to as the "**OpCo**") and will continue its existence under the Delaware Limited Liability Company Act and (b) the existing limited liability company agreement of Hagerty was amended and restated, to, among other things, make the Company a member of the OpCo. As a result of the Business Combination, the Company is a publicly traded reporting company in an "Up-C" structure.

Exhibit 99.2

Unaudited Pro Forma Condensed Combined Financial Information

In connection with the Business Combination Agreement, Aldel entered into Subscription Agreements on August 17, 2021 (collectively, the "**Subscription Agreements**"), with certain accredited investors or qualified institutional buyers (each, a "**Subscriber**"). Pursuant to the Subscription Agreements, the Subscribers agreed to purchase from the Company an aggregate of 70,385,000 shares of Aldel's 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 an aggregate purchase price of $703,850,000. Pursuant to the Subscription Agreements, the Company gave certain registration rights to the Subscribers with respect to the PIPE Securities, other than those Subscribers who, after the Closing Date, will hold in excess of 10% of the issued and outstanding common stock of the Company (such PIPE Financing investors, the "**Significant Subscribers**"). The registration rights for the Significant Subscribers are as set forth in an amended and restated registration rights agreement dated August 17, 2021. The sale of the PIPE Securities was consummated concurrently with the Closing Date.

A description of the Subscription Agreements is included in the Proxy Statement in the section entitled "Related Agreements—PIPE Subscription Agreements" beginning on page 130, which is incorporated herein by reference.

In connection with the Closing, the registrant changed its name from Aldel Financial Inc. to Hagerty, Inc.

The aggregate value of the consideration in the Business Combination was approximately $3,000,000,000 with consideration to holders of equity interests in Hagerty ("**Hagerty Equityholder**s") consisting of: (a) cash consideration in the amount of $489,660,942 and (b) 251,033,906 shares of OpCo Units and corresponding shares of Class V Common Stock.

The following table shows the outstanding shares of Hagerty, Inc. after giving effect to the Business Combination:

	Outstanding Shares of Hagerty, Inc.
Total outstanding shares pre-Business Combination	14,947,500
Share redemptions	(3,005,034)
Shares of Class V Common Stock issued pursuant to the Business Combination	251,033,906
Shares of Class A Common Stock issued pursuant to the PIPE Subscription Agreements	70,385,000
Total Hagerty, Inc. common shares outstanding post-Business Combination	333,361,372

Exhibit 99.2

Unaudited Pro Forma Condensed Combined Financial Information

Accounting for the Business Combination

Business combinations in which the legal acquirer is not the accounting acquirer are commonly referred to as "reverse acquisitions" and can represent asset acquisitions, capital transactions and business combinations. A reverse acquisition occurs when the entity that issues securities (the legal acquirer) is identified as the acquiree for accounting purposes and the entity whose equity interests are acquired (the legal acquiree) is identified as the acquirer for accounting purposes. Reverse acquisitions are accounted for in accordance with Subtopic 805-40 of Accounting Standards Codification Topic 805 "Business Combinations" ("ASC 805-40"). The Business Combination will be accounted for as a common control reverse acquisition for which Hagerty was determined to be the accounting acquirer based on the following factors:

- Hagerty Holding Corp. controlled the operating company prior to the Business Combination and controls the Company subsequent to the Business Combination through control of the board of directors as well as having majority ownership.
- Hagerty's former management will represent the management of the Company.
- Hagerty is larger as compared to Aldel based on assets, revenues and earnings.

Other factors were evaluated but are not considered to have a material impact on the determination of Hagerty as the accounting acquirer. The Business Combination was accounted for as a common control reverse acquisition in accordance with U.S. GAAP. Under this method of accounting, Aldel, which is the legal acquirer, will be treated as the "acquired" company for financial reporting purposes and Hagerty will be treated as the accounting acquirer. As the same entity controls the target company and post transaction public reporting entity, for accounting purposes, the Business Combination will be treated as the equivalent of a capital transaction in which Hagerty is issuing units for the net assets of Aldel, accompanied by a recapitalization. The net assets of Aldel are stated at historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Business Combination are those of Hagerty.

Accounting Policies and Reclassifications

Based on management's initial analysis of the accounting policies of Aldel and Hagerty, there were no significant differences identified that would have an impact on the unaudited pro forma condensed combined financial information or that would require adjustments to the unaudited pro forma condensed combined statements. Currently, management is performing a comprehensive review of the accounting policies of Aldel and Hagerty. As a result of the comprehensive review, management may identify differences between the accounting policies of these entities, which, when conformed, could have a material impact on the financial statements of the post-combination company.

The following unaudited pro forma condensed combined balance sheet as of September 30, 2021 and the unaudited pro forma condensed combined statements of operations for the nine months ended September 30, 2021 and for the year ended December 31, 2020

are based on the historical financial statements of Aldel and Hagerty. The unaudited pro forma transaction accounting adjustments are based on information currently available, and assumptions and estimates underlying the unaudited pro forma transaction accounting adjustments are described in the accompanying notes. Actual results may differ materially from the assumptions used to present the accompanying unaudited pro forma condensed combined financial information.

Hagerty, Inc.
Unaudited Pro Forma Condensed Combined Balance Sheet
As of September 30, 2021
(in thousands)

	Aldel (Historical)	Hagerty (Historical)	Transaction Accounting Adjustments		Pro Forma Condensed Combined
ASSETS					
CURRENT ASSETS:					
Cash and cash equivalents	$ 408	$ 47,879	$ 85,811	**A**	$ 308,534
			(39,753)	**C**	
			703,850	**D**	
			(489,661)	**F**	
Restricted cash and cash equivalents	—	327,545	—		327,545
Accounts receivable	—	50,005	—		50,005
Premiums receivable	—	106,679	—		106,679
Commission receivable	—	45,017	—		45,017
Prepaid expenses and other assets	812	26,752	2,121	**C**	29,685
Deferred acquisition costs - net	—	89,437	—		89,437
Fixed income securities	—	1,204	—		1,204
Total current assets	1,220	694,518	262,368		958,106
Property and equipment - net	—	27,724	—		27,724
Marketable securities held in trust account	116,164	—	(116,164)	**A**	—
LONG TERM ASSETS:					
Prepaid expenses and other assets	—	20,977	—		20,977
Intangible assets - net	—	67,793	—		67,793
Goodwill	—	11,073	—		11,073
Fixed income securities	—	9,690	—		9,690
Total long term assets	—	109,533	—		109,533
Total Assets	117,384	831,775	146,204		1,095,363
LIABILITIES AND EQUITY					
CURRENT LIABILITIES:					
Accounts payable	86	9,726	—		9,812
Provision for unpaid losses and loss adjustment expenses	—	103,591	—		103,591
Unearned premiums	—	191,750	—		191,750
Commissions payable	—	66,241	—		66,241
Due to insurers	—	85,682	—		85,682
Advanced premiums	—	21,358	—		21,358
Accrued expenses	—	43,951	(2,589)	**C**	41,362
Deferred tax liability	—	11,400	—		11,400
Contract liabilities	—	24,098	—		24,098
Other current liabilities	—	2,498	—		2,498
Total current liabilities	$ 86	$ 560,295	$ (2,589)		$ 557,792

(Continued)

Hagerty, Inc.
Unaudited Pro Forma Condensed Combined Balance Sheet
As of September 30, 2021
(in thousands)

	Aldel (Historical)	Hagerty (Historical)	Transaction Accounting Adjustments		Pro Forma Condensed Combined
LONG-TERM LIABILITIES:					
Accrued expenses	$ —	$ 11,398	$ —		$ 11,398
Contract liabilities	—	19,667	—		19,667
Long-term debt	—	117,500	—		117,500
Warrant liabilities	15,026	—	25,592	I	40,618
Other long-term liabilities	—	3,993	—		3,993
Total long term liabilities	15,026	152,558	25,592		193,176
Total liabilities	15,112	712,853	23,003		750,968
Class A common stock subject to possible redemption, 11,500,000 shares at redemption value	116,150	—	(116,150)	B	—
EQUITY:					
Common Stock	—	—	1	B	33
			7	D	
			25	E	
Members' equity	—	120,405	(120,405)	E	—
Additional paid-in capital	—	—	(30,353)	A	576,620
			116,149	B	
			(34,983)	C	
			703,843	D	
			120,380	E	
			(13,878)	G	
			(258,946)	H	
			(25,592)	I	
Accumulated other comprehensive loss	—	(1,902)	—		(1,902)
Accumulated deficit	(13,878)	—	(489,661)	F	(489,721)
			13,878	G	
			(60)	C	
Total stockholders' (deficit) equity	(13,878)	118,503	(19,595)		85,030
Non controlling interests	—	419	258,946	H	259,365
Total (deficit) equity	(13,878)	118,922	239,351		344,395
Total liabilities and equity	$ 117,384	$ 831,775	$ 146,204		$ 1,095,363

Hagerty, Inc.
Unaudited Pro Forma Condensed Combined Statement Of Operations
For The Nine Months Ended September 30, 2021
(in thousands)

	Aldel (Historical)	Hagery (Historical)	Transaction Accounting Adjustments		Pro Forma Condensed Combined
REVENUE					
Commission and fee revenue	$ —	$ 214,004	$ —		$ 214,004
Earned premium	—	212,370	—		212,370
Membership and other revenue	—	38,320	—		38,320
Total Revenues	—	464,694	—		464,694
OPERATING EXPENSES:					
Salaries and benefits	—	122,134	—		122,134
Ceding commission	—	101,262	—		101,262
Losses and loss adjustment expenses	—	87,643	—		87,643
Sales expense	—	80,810	—		80,810
Depreciation and amortization	—	15,282	—		15,282
General, administrative and other	1,192	46,627	(1,192)	**J**	46,731
			104	**C**	
Total operating expenses	1,192	453,758	(1,088)		453,862
Operating (loss) income	(1,192)	10,936	1,088		10,832
Other expense	—	(1,041)	—		(1,041)
Change in fair value of warrant liabilities	(7,776)	—	(15,330)	**L**	(23,106)
Investment income on trust account	8	—	(8)	**K**	—
Income (loss) before income tax expense	(8,960)	9,895	(14,250)		(13,315)
Income tax expense	—	(4,790)	—		(4,790)
Net (loss) income	(8,960)	5,105	(14,250)		(18,105)
Net loss (income) attributable to non-controlling interest	—	204	13,430	**M**	13,634
Net (loss) income attributable to common stockholders	(8,960)	5,309	(820)		(4,471)
NET (LOSS) INCOME	$ (8,960)	$ 5,105	$ (14,250)		$ (18,105)
Other comprehensive income (loss)					
Foreign currency translation adjustments - net of taxes	$ —	$ (626)	$ —		$ (626)
Derivative instruments	—	677	—		677
Total other comprehensive income	—	51	—		51
Comprehensive income	(8,960)	5,156	(14,250)		(18,054)
Comprehensive loss attributable to non-controlling interest	—	204	13,391	**M**	13,595
Comprehensive (loss) income attributable to common stockholders	$ (8,960)	$ 5,360	$ (859)		$ (4,459)
Basic weighted average shares outstanding - excluding non-controlling interests					82,327,466
Fully Diluted weighted average shares outstanding - excluding non-controlling interests					82,327,466
Basic net income per share					$ (0.05)
Fully Diluted net income per share					$ (0.05)

Hagerty, Inc.
Unaudited Pro Forma Condensed Combined Statement Of Operations
For The Year Ended December 31, 2020
(in thousands)

	Aldel (Historical)	Hagerty (Historical)	Transaction Accounting Adjustments	Pro Forma Condensed Combined
REVENUE				

Commission and fee revenue	$	—	$ 236,443	$	—	$	236,443
Earned premium		—	220,502		—		220,502
Membership and other revenue		—	42,603		—		42,603
Total Revenues		—	499,548		—		499,548
OPERATING EXPENSES:							
Salaries and benefits		—	137,508		—		137,508
Ceding commission		—	105,974		—		105,974
Losses and loss adjustment expenses		—	91,025		—		91,025
Sales expense		—	86,207		—		86,207
Depreciation and amortization		—	11,800		—		11,800
General, administrative and other		1	51,188		(1)	**J**	56,688
					5,500	**C**	
Total operating expenses		1	483,702		5,499		489,202
Operating (loss) income		(1)	15,846		(5,499)		10,346
Other expense		—	(986)		—		(986)
Income (loss) before income tax expense		(1)	14,860		(5,499)		9,360
Income tax expense		—	(4,821)		—		(4,821)
Net (loss) income		(1)	10,039		(5,499)		4,539
Net loss (income) attributable to non-controlling interest		—	127		(3,545)	**M**	(3,418)
Net (loss) income attributable to common stockholders		(1)	10,166		(9,044)		1,121
NET (LOSS) INCOME	$	(1)	$ 10,039	$	(5,499)	$	4,539
Other comprehensive income (loss)							
Foreign currency translation adjustments - net of taxes	$	—	$ 994	$	—	$	994
Derivative instruments		—	(423)		—		(423)
Total other comprehensive income		—	571		—		571
Comprehensive income		(1)	10,610		(5,499)		5,110
Comprehensive (loss) income attributable to non-controlling interest		—	127		(3,975)	**M**	(3,848)
Comprehensive (loss) income attributable to common stockholders	$	(1)	$ 10,737	$	(9,474)	$	1,262
Basic weighted average shares outstanding - excluding non-controlling interests							82,327,466
Fully Diluted weighted average shares outstanding - excluding non-controlling interests							82,327,466
Basic net income per share						$	0.01
Fully Diluted net income per share						$	0.01

Notes To The Unaudited Pro Forma Condensed Combined Financial Information

Adjustments to Unaudited Pro Forma Condensed Combined Financial Information

The historical consolidated financial statements have been adjusted in the unaudited pro forma condensed combined financial information to give effect to pro forma events that are (1) directly attributable to the Business Combination, (2) factually supportable and (3) with respect to the statements of operations, expected to have a continuing impact on the results of the post-combination company.

There were no intercompany balances or transactions between Aldel and Hagerty as of the dates and for the periods of these unaudited pro forma condensed combined financial statements.

The unaudited pro forma basic and diluted earnings per share amounts presented in the unaudited pro forma condensed combined consolidated statements of operations are based upon the number of shares outstanding, assuming the Business Combination occurred on January 1, 2020.

The unaudited pro forma transaction accounting adjustments included in the unaudited pro forma condensed combined balance sheet as of September 30, 2021, and the unaudited pro forma condensed combined statements of operations for the nine months ended September 30, 2021 and for the year ended December 31, 2020, are as follows:

Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet

A. Represents the transfer of cash and investments held in the trust account that became available at the Closing Date, net of redemptions offsetting the proceeds in equity.

B. Represents the reclassification of Class A Common Stock subject to possible redemption to permanent equity.

C. Represents the pro forma transaction accounting adjustments for estimated transaction costs incurred in aggregate by Aldel and Hagerty of approximately $41,178,100, for legal, financial advisory, insurance and other professional fees as part of the Business Combination.

D. Represents the pro forma transaction accounting adjustments for issuance of 70,385,000 PIPE Shares issued in PIPE Financing for aggregate gross proceeds of $703,850,000.

E. Represents the pro forma transaction accounting adjustments to eliminate Hagerty's members equity as a result of the recapitalization, pursuant to which all classes of equity held by Hagerty Equityholders were converted into 251,033,906 OpCo Units and corresponding shares of Class V Common Stock of Hagerty, Inc. pursuant to the Business Combination Agreement.

F. Represents the pro forma transaction accounting adjustment for payment of cash consideration in the amount of $489,660,942 to Hagerty Equityholders.

Notes To The Unaudited Pro Forma Condensed Combined Financial Information

G. Represents the elimination of Aldel's historical accumulated deficit at the time of the common control reverse acquisition.

H. Represents the pro forma transaction accounting adjustments for the noncontrolling interest of the OpCo Units issued to Hagerty Equityholders, which is calculated as the combined pro forma total equity of $344,395,000 multiplied by 75.3%, representing the percentage of OpCo Units retained by Hagerty Equityholders.

I. Represents the pro forma transaction accounting adjustment for recording the issuance of 12,669,300 PIPE Warrants as a liability at the Closing Date.

Adjustments to Unaudited Pro Forma Condensed Combined Statement of Operations

J. Represents the pro forma transaction accounting adjustment to eliminate historical expenses incurred by Aldel, which will not be recurring after the completion of the Business Combination.

K. Represents the pro forma transaction accounting adjustment to eliminate interest income earned on Aldel's trust account, which will not be recurring after the completion of the Business Combination.

L. Represents the pro forma transaction accounting adjustment for recording the change in fair value of PIPE Warrants given the assumption of Business Combination having been consummated as of January 1, 2020.

M. Represents the pro forma transaction accounting adjustment to reflect net income attributable to Hagerty Equityholders as a noncontrolling interest.

Net Income Per Share

Represents the net income/loss per share calculated using the historical weighted average shares outstanding of Hagerty, Inc., giving the effect of shares issued in the Business Combination to Hagerty Equityholders as well as in the PIPE Financing assuming the shares were outstanding since January 1, 2020. As the Business Combination and related transactions are being reflected as if they had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted net income/loss per share assumes that the shares currently outstanding as well as issued related to the Business Combination and the PIPE Financing have been outstanding for the entire period presented. The calculation excludes 20,005,500 of Hagerty Inc.'s warrants with strike prices of $11.50 and $15.00 as they are anti-dilutive.

Notes To The Unaudited Pro Forma Condensed Combined Financial Information

	Nine months ended September 30, 2021
Pro forma net income (loss) attributable to common shareholders (in thousands)	$ (4,471)
Weighted average common shares outstanding, basic	82,327,466
Weighted average common shares outstanding, diluted	82,327,466
Net income per share, basic	$ (0.05)
Net income per share, dilutive	$ (0.05)
Weighted average common shares calculation:	
Total outstanding shares pre-Business Combination	14,947,500
Share redemptions	(3,005,034)
Shares of Class V Common Stock issued pursuant to the Business Combination	251,033,906
Shares of Class A Common Stock issued pursuant to the PIPE Subscription Agreements	70,385,000
Non controlling interests	(251,033,906)
Weighted average common shares outstanding, basic	82,327,466
Weighted average common shares outstanding, diluted	82,327,466

	Year ended December 31, 2020
Pro forma net income (loss) attributable to common shareholders (in thousands)	$ 1,121
Weighted average common shares outstanding, basic	82,327,466
Weighted average common shares outstanding, diluted	82,327,466
Net income per share, basic	$ 0.01
Net income per share, dilutive	$ 0.01
Weighted average common shares calculation:	
Total outstanding shares pre-Business Combination	14,947,500
Share redemptions	(3,005,034)
Shares of Class V Common Stock issued pursuant to the Business Combination	251,033,906
Shares of Class A Common Stock issued pursuant to the PIPE Subscription Agreements	70,385,000
Non controlling interests	(251,033,906)
Weighted average common shares outstanding, basic	82,327,466
Weighted average common shares outstanding, diluted	82,327,466

Exhibit 99.3

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF HAGERTY

The following discussion and analysis provides information which Hagerty's management believes is relevant to an assessment and understanding of Hagerty's consolidated results of operations and financial condition. You should read the following discussion and analysis of Hagerty's consolidated results of operations and financial condition together with Hagerty's consolidated financial statements and related notes and other information included elsewhere or incorporated by reference in this Current Report on Form 8-K. This discussion and analysis should also be read together with the Unaudited Pro Forma Condensed Combined Financial Information as of and for the nine months ended September 30, 2021. In addition to historical financial information, this discussion contains forward-looking statements based upon Hagerty's current expectations that involve risks and uncertainties. Hagerty's actual results could differ materially from such forward-looking statements as a result of various factors, including those set forth under "Risk Factors" and elsewhere in this Current Report on Form 8-K. Unless otherwise indicated or the context otherwise require, references included in this Management's Discussion and Analysis of Financial Condition and Results of Operations of Hagerty section to "Hagerty," "we," "us," "our" and the "Company" refer to The Hagerty Group, LLC and its subsidiaries. Defined Terms included below shall have the same meaning as terms defined and included elsewhere in this Form 8-K.

Overview

At Hagerty, everything begins and ends with the love of the automobile — an innate passion that fuels our unique membership model and cultivates deep, personal connections with our more than 1.8 million members, comprised of 705,000 paid subscribers and 1.1 million others that interact with us, but have yet to become a paid subscriber.

We love cars. And we are not alone. According to estimates from social media accounts, there are more than 500 million people around the globe who express an interest in cars and, based on Hagerty's proprietary data, approximately 69 million in the United States ("U.S.") alone who declare themselves automotive enthusiasts. Within that, there are over 43 million insurable collector vehicles in the U.S.

Over the past three decades, Hagerty has become a global market leader in insurance for classic and enthusiast vehicles with over two million vehicles insured, partnerships with nine of the 10 largest U.S. auto insurance companies (as ranked by S&P Global Market intelligence based upon 2020 direct insurance premiums written), and an exceptional 84 Net Promoter Score ("NPS"), which is approximately twice the industry average.

We take great pride in protecting our members' treasured vehicles. But at Hagerty that is only the beginning. Our approach to the car insurance market and our strategy for growth is centered on our unwavering pursuit to build the world's most loved automotive enthusiast brand and deliver on our purpose to save driving and car culture for future generations.

To this end, we have built an integrated automotive enthusiast platform that engages, entertains, and connects with our members at every stage of their journey — digitally, on the track, in the garage, at an event or on the road. The components of our automotive enthusiast platform include:

- Innovative Hagerty Drivers Club membership program ("HDC")
- Ownership of immersive automotive events
- A thriving and rapidly growing automotive media content platform
- Market-leading valuation tools

For our members the combination of these four components, as well as others results in an incredible experience. For our business, it results in multiple points of monetization, an attractive recurring revenue business model and what we believe are exceptional results demonstrated by:

- Greater than 25% annual revenue growth rates on average over the last three fiscal years
- Strong customer retention at 90%

- Average loss ratios significantly better than the U.S. personal lines auto insurance industry
- Millions following Hagerty's automotive insights and social media programs

As we look ahead and continue to grow, we believe our digitally driven thinking will continue to enhance member engagement and reduce transaction friction. That is why we are investing in state-of-the-art digital interfaces to support our growing membership base. We are also acquiring targeted car events and adding services that will be available for member use within the Hagerty Drivers Club membership program, described below in "*— Our Membership Approach"*.

We are committed to using our business as a force for both growth and good and are focused on making a positive impact on the issues that matter to our teams, our automotive community and the communities in which we live and work.

We didn't create the passion for cars. We simply tap into that spirit to cultivate deep, intimate relationships with auto enthusiasts around the globe and create Hagerty fans for life.

Our Membership Approach

Hagerty is an automotive enthusiast brand built upon a membership organization for car lovers. We will always think and act long-term, put members at the center of our strategy and create a culture built on improving each and every day. It's our strategic play to create lifelong fans and ultimately fuel car culture for generations to come. In addition to membership offerings of insurance, Hagerty also provides curated events and experiences, world class content and valuation expertise.

Hagerty's insurance agencies provide unique insurance programs designed exclusively for enthusiasts.

HDC is our flagship membership program offering a robust suite of benefits for the automotive enthusiast.

Hagerty Garage + Social is our national network of experience and storage centers.

DriveShare is a peer-to-peer classic vehicle rental offering for auto enthusiasts through which car enthusiasts can connect with one another and rent their peers' classic or collector vehicles for a fee.

Hagerty Radius is our invite-only Hagerty community designed for the connoisseurs of the car world.

It is our strategic goal to create lifelong fans and fuel car culture for generations to come.

Our Revenue Model

Our revenue model combines multiple elements in the insurance and lifestyle value chains, built on data collection and member experience.

Commission and Fee Revenue

The Company earns commission revenues for the distribution and servicing of classic automobile and boat insurance policies written through personal and commercial lines agency agreements with multiple insurance carrier partners in the U.S., Canada and the United Kingdom ("U.K.").

The Company's insurance affiliated intermediaries act as managing general agents ("MGAs") who, among other things, write collector vehicle business on behalf of the insurance carrier partners. In exchange for commissions paid by the insurance carrier partners, Hagerty generally handles all sales, marketing, pricing, underwriting, policy administration and fulfillment, billing and claim services. In addition, Hagerty also manages all aspects of our omni-channel distribution, both direct and brokerage, including independent agencies, national sales accounts, large agency and broker networks and national partner relationships.

Earned Premium

Reinsurance premiums are earned by a single cell captive reinsurance company, Hagerty Re. Hagerty Re, wholly-owned by the Company, reinsures the classic auto and marine risks written through its affiliated MGAs in the U.S., Canada and the U.K. Hagerty Re is a Bermuda-domiciled, Class 3A reinsurer. Hagerty Re was funded in December 2016 and was granted a license by the Bermuda Monetary Authority ("BMA") in March 2017.

Hagerty Re's insurance business consists solely of a portion of the collector vehicle program premium written by their affiliated U.S., Canadian and U.K. MGAs which is ceded by its insurance carrier partners under a quota-share reinsurance agreement. In addition, Hagerty Re purchases a third-party reinsurance program providing coverage to both single large events as well as the accumulation of multiple smaller events, based on risk tolerance thresholds with such reinsurer's in force program offering protection against catastrophic events such as hurricanes, wildfires, volcanos, etc. As a result, we believe the Company is not exposed to material reinsurance risk concentration on a net basis.

Membership and Other Revenue

The Company earns subscription revenue and other revenue through membership offerings and other automotive and affinity services sold to policyholders and classic vehicle enthusiasts. Membership offerings include but are not limited to private label roadside assistance, digital and linear video content, our award-winning magazine, valuation services, members-only events and exclusive automotive third-party discounts. Additionally, the Company owns and operates collector vehicle events, earning revenue through admission income and sponsorships, as well as event registration service fees on behalf of automotive and motorsport organizations to manage credentials. Revenue is also derived from the sale of merchandise, DriveShare rentals and Hagerty Garage + Social memberships.

Key Performance Indicators

We regularly review key operating and financial performance indicators to evaluate our business, measure our performance, identify trends in our business against planned initiatives, prepare financial projections and make strategic decisions. In addition to our financial results prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), we believe these financial and operational measures are useful in evaluating our performance.

The following table presents these metrics as of and for the periods presented:

	Nine Months Ended September 30,	
	2021	**2020**
Policies in Force ("PIF")	1,232,505	1,124,883
Total Written Premium (in thousands)	$ 533,889	$ 460,365
PIF Retention	89.0%	90.0%
Loss Ratio	41.3%	41.0%
HDC Member Count	705,300	632,322
Net Promoter Score	81.0	81.0

Policies in Force

Policies in Force are the number of current and active insurance policies as of the applicable period end date. We view Policies in Force as an important metric to assess our financial performance because policy growth drives our revenue growth, increases brand awareness and market penetration, generates additional insight to improve the performance of our platform, and provides key data to assist strategic decision making for the Company.

Total Written Premium

Total Written Premium is the total amount of insurance premium written on policies that were bound by our insurance carrier partners during the applicable period. We view Total Written Premium as an important metric, as it most closely correlates with our growth in insurance commission revenue and Hagerty Re earned premium. Total Written Premium excludes the impact of premium assumed by unrelated third-party reinsurers and therefore reflects the actual business volume and direct economic benefit generated from our customer acquisition efforts. Premiums ceded to reinsurers can change based on the type and mix of reinsurance structures we deploy.

PIF Retention

PIF Retention is the percentage of current period policies that are renewed on the policy renewal date. We view PIF Retention as an important measurement of the number of policies retained each year, which contributes to recurring revenue streams from MGA commissions, membership fees and earned premiums. It also contributes to maintaining the Company's NPS as discussed below.

Loss Ratio

Loss Ratio, expressed as a percentage, is the ratio of (a) losses and loss adjustment expenses incurred to (b) earned premium in Hagerty Re. We view Loss Ratio as an important metric because it is a powerful benchmark for profitability. The benchmark allows us to evaluate our historical loss patterns including incurred losses, reset insurance pricing dynamics and make necessary and appropriate adjustments.

HDC Member Count

HDC Member Count is the number of current members who pay an annual membership subscription as of an applicable period end date. We view HDC Member Count as important because it helps us measure membership revenue growth and provides an opportunity to customize our value proposition and benefits to specific types of enthusiasts, both by demographic and vehicle interest.

Net Promoter Score

Hagerty uses NPS as our "north star metric," measuring the overall strength of our relationship with members and insurance carrier partners. NPS is measured twice annually through a web-based survey sent by email invitation to a random sample of existing members and partners. NPS is reported as of the most recent survey completed, which allows for accurate reporting of trends and member's current sentiment. Often referred to as a barometer of brand loyalty and customer engagement, NPS is well-known in our industry as a strong indicator of growth and retention.

Recent Developments Affecting Comparability

COVID-19 Impact

In March 2020, the World Health Organization declared the Coronavirus ("COVID-19") a pandemic. The pandemic has impacted every geography in which the Company operates. Governments implemented various restrictions around the world, including closure of non-essential businesses, travel, shelter-in-place requirements for citizens and other restrictions.

The Company has taken several precautionary steps to safeguard its business and team members from COVID-19, including implementing travel restrictions, arranging work from home capabilities and flexible work policies. The safety and well-being of our team members continues to be the top priority. As restrictions were put in place, employees were able to transition to work from home environment quickly and effectively due to the prior technology investments and the Company's focus on core values. Due to the restrictions and uncertainty caused by the pandemic, 2020 revenue growth was lower than expected primarily caused by lower levels of new business. Offsetting the 2020 revenue shortfall, expenses related to promotional events and travel were lower than anticipated. By the end of 2020, and as of September 30, 2021, new business growth returned to pre-pandemic pace, events were being held and new initiatives were on track. Management will continue to follow and monitor guidelines in each jurisdiction and is working on a phased transition of employees returning to the office.

Key Factors and Trends Affecting our Operating Performance

Our financial condition and results of operations have been, and will continue to be, affected by a number of factors, including the following:

Our Ability to Attract Members

Our long-term growth will depend, in large part, on our continued ability to attract new members to our platform. Our growth strategy is centered around accelerating our existing position in markets that we already serve, expanding into new markets domestically across the U.S., internationally in Canada and the U.K. and eventually the European Union ("E.U."), digital innovation and developing new strategic insurance and affinity partnerships with key players in the automotive industry.

Our Ability to Retain Members

Turning our members into lifetime fans is key to our success. We currently have over 1.8 million members with Hagerty including over 705,000 paid subscribers ("HDC Members") and over 1.1 million who interact with us but have yet to join HDC and receive additional club-level benefits. We realize increasing value from each HDC Member who signs up with us or is retained as a recurring revenue base, forming the basis for organic growth for our new product offerings and improving our loss ratios over time. One of our principal goals is to convert all of our members who are not currently HDC Members to paid subscribers over time. Our ability to retain members will depend on a number of factors including our NPS and members' satisfaction with our products and pricing and offerings of our competitors.

Our Ability to Increase HDC Membership Subscriptions

Our long-term growth will benefit from our ability to increase our HDC membership subscription base across the U.S., Canada and into the U.K. and the E.U. Today, we have over 705,000 HDC Members. We apply our highly scalable model, with a tailored approach to each enthusiast type across all demographic groups.

We are also able to drive membership in HDC through our insurance distribution channels. Approximately 75% of new insurance policy holders purchase memberships in HDC.

Our Ability to Introduce New and Innovative Products

Our growth will depend on our ability to introduce new and innovative insurance and automotive lifestyle products that will drive organic growth from our existing member base as well as attract new customers. Our insurance offerings as well as our membership and marketplace technology platforms provide us with a foundation to expand our insurance and membership base, engage auto enthusiasts and provide innovative products to members globally.

Our Ability to Manage Risk Through Our Technology

Risk is managed through our technology, proprietary algorithms, underwriting and claims practices, data science and regulatory compliance capabilities, which we use to determine the risk profiles of our members. Our ability to manage risk is enhanced and controlled over time as data is continuously collected and analyzed by our algorithms with the objective of lowering our loss ratios over time. Our success depends on our ability to adequately and competitively price risk.

Our Ability to Manage Growth Related to our Strategic Alliances

We have strategic alliances with several insurance carriers that we expect to serve as a key driver in our growth in commission and fee revenue. For a discussion of those relationship, see the section titled "Information about Hagerty - Distribution, Marketing and Strategic Relationships" within the Proxy Statement which is incorporated herein by reference. For example, we expect State Farm to begin offering Hagerty's features and services to its customers in 2022, which will begin to drive additional commission and fee revenue.

Our Ability to Grow Quota Share

Hagerty Re's current quota share of business assumed from Markel in the U.S. and U.K. is 60%. The quota share percentage will increase to 70% in 2022 and to 80% in 2023 and beyond under a contract with Markel. The increase in quota share will have the effect of increasing our revenue, which will partially be offset by increases in our underwriting costs.

Components of Our Results of Operations

Revenue

The Company primarily generates revenue from the sale of automotive insurance policies and HDC membership subscriptions as well as from participating in the underwriting results on policies written by our insurance carrier partners.

Commission and fee revenue

The Company earns new and renewal commissions from its insurance carrier partners on the policies that it sells to policyholders. Additionally, policyholders pay fees directly to the Company related to their insurance coverage. These commissions and fees are earned when the policy becomes effective, net of policy changes and cancellations.

For policies that have elected to pay via installment plan, revenue is recognized on the policy effective date as the insured becomes fully entitled to the policy benefits, regardless of when payment is collected. The Company's performance obligation to the insurance carrier partner is complete when the policy is issued.

Under the terms of many of its contracts with insurance carrier partners, the Company has the opportunity to earn an annual contingent underwriting commission ("CUC"), or profit-share, based on the calendar-year performance of the insurance book of business with each of those insurance carrier partners. The Company's CUC agreements are based on written or earned premium and loss ratio results. Each insurance carrier partner contract and related CUC is calculated independently. Revenue from CUC is accrued throughout the year and settled annually.

Earned premium

Earned premium represents the earned portion of gross written premiums that Hagerty Re has assumed under quota share reinsurance agreements with our insurance carrier partners. Earned premium is recognized over the term of the policy, which is generally 12 months.

Membership and other revenue

HDC Memberships are sold as a bundled product which generally includes private label roadside assistance, access to digital and linear video content, our Hagerty magazine, valuation services, access to member events and exclusive automotive third-party discounts. Hagerty Garage + Social storage memberships include storage in addition to the HDC member benefits. Income from the sale of HDC and storage membership subscriptions is recognized ratably over the period of the membership, which is generally 12 months. Other revenue includes advertising sales, admission income, sponsorships, event registration fees, valuation services, merchandise sales and DriveShare rentals. Other revenue is recognized when the performance obligation for the related product or service is satisfied.

Costs and Expenses

Our costs and expenses consist of salaries and benefits paid to employees, ceding commissions, losses and loss adjustment expenses paid to insurance carrier partners, sales expenses, general and administrative service and depreciation and amortization.

Salaries and benefits

Salaries and benefits consist primarily of costs related to employee compensation, payroll taxes, employee benefits and employee development costs. Employee compensation includes wages paid to employees as well as various incentive compensation plans. Employee benefits include the costs of various employee benefits plans including medical and dental insurance, wellness benefits and others. Costs related to employee education, training and recruiting are included in employee development costs. Salaries and benefits costs are expensed as incurred except for those costs which are required to be capitalized, which are then amortized over the useful life of the asset created (generally software or media content). Salaries and benefits are expected to increase over time as the business continues to grow, but will likely decrease as a percent of revenue.

Ceding commission

Ceding commission consists of the commission paid by Hagerty Re to our insurance carrier partners for our pro-rata share of acquisition costs (primarily our MGA commissions), general and administrative and other costs. Hagerty Re pays a fixed rate ceding commission which varies by insurance carrier partner, averaging 48% of net earned premium. Ceding commission will change proportionately to earned premium assumed through our various quota share reinsurance agreements.

Losses and loss adjustment expenses

Losses and loss adjustment expenses consist of our portion of the net cost to settle claims submitted by insureds. Losses consist of claims paid, case reserves and losses incurred but not reported ("IBNR"), net of estimated recoveries for reinsurance, salvage and subrogation. Loss adjustment expenses consist of the cost associated with the investigation and settling of claims. Losses and loss adjustment expenses represent management's best estimate of ultimate net loss at the financial statement date. Estimates are made using statistical analysis by our internal actuarial team. These reserves are reviewed regularly and adjusted as necessary to reflect management's estimate of the ultimate cost of losses and loss adjustment expenses.

Losses and loss adjustment expenses represent our share of losses assumed through various reinsurance agreements entered by Hagerty Re and our insurance carrier partners. Our reinsurance contracts are quota share reinsurance agreements on the business underwritten by our MGAs. These expenses are expected to grow proportionately with written premium and increase as the quota share percentage contractually increases.

Sales expense

Sales expense includes costs related to the sales and servicing of a policy, primarily broker expense, cost of sales, promotion expense and travel and entertainment expenses. Cost of sales includes expenses related to the sale and servicing of a policy, including postage, document costs, payment processing fees, emergency roadside service costs and other variable costs associated with the sale and servicing of a policy. Broker expense is the compensation paid to our agent partners and national broker partners when an insurance policy is written through a broker relationship. Promotion expense includes various expenses related to branding, events, advertising, marketing, and acquisition. Sales expenses, in general, are expensed as incurred and will likely increase as we continue to grow. Broker expense and cost of sales will likely track with written premium growth, while promotion expense and travel and entertainment expense will decrease as a percent of revenue over the long term.

General and administrative services

General and administrative services consist of occupancy costs, hardware and software, consulting services, legal and accounting services, community relations and non-income taxes. These costs are expensed as incurred. We expect this expense category to increase commensurate with our expected business volume and growth expectations and be managed lower as a percent of revenue over the next few years after we reach scale to handle incoming business from new partnerships.

Depreciation and amortization

Depreciation and amortization reflects the recognition of the cost of our investments in various assets over their useful life. Depreciation expense relates to leasehold improvements, furniture and equipment, vehicles, hardware and purchased software. Amortization relates to investments related to recent acquisitions, Software-as-a-Service ("SaaS") implementation, internal software

development and investments made in digital media and content assets. Depreciation and amortization are expected to increase slightly in dollar amount over time but will likely decrease as a percent of revenue as investments in platform technology reach scale.

Income tax expense

The Company's income is taxed as a passthrough ownership structure under provisions of the Internal Revenue Code ("IRC") and a similar section of state income tax law, except for Hagerty Re and various foreign subsidiaries. Income tax expense is applicable to Hagerty Re and various foreign subsidiaries that are treated as taxable entities. Prior to January 1, 2019, Hagerty Re was taxed in a passthrough ownership structure and not subject to United States taxation. Effective January 1, 2019, Hagerty Re made an irrevocable election under Section 953(d) of the U.S. IRC, as amended, to be taxed as a U.S. domestic corporation. Income tax expense is expected to increase consistent with Hagerty Re's profitability.

Results of Operations

Comparison of the Nine Months Ended September 30, 2021 and 2020

The following table presents our unaudited condensed consolidated statements of operations for the nine months ended September 30, 2021 and 2020, and the dollar and percentage change between the two periods:

	Nine Months Ended			
(in thousands)	**2021**	**2020**	**$ Change**	**% Change**
REVENUES:				
Commission and fee revenue	$ 214,004	$ 185,947	28,057	15.1%
Earned premium	212,370	160,377	51,993	32.4%
Membership and other revenue	38,320	31,778	6,542	20.6%
Total revenues	464,695	378,102	86,593	22.9%
OPERATING EXPENSES:				
Salaries and benefits	122,134	98,938	23,196	23.4%
Ceding commission	101,262	76,852	24,410	31.8%
Loss and loss adjustment expenses	87,643	65,735	21,908	33.3%
Sales expense	80,810	66,510	14,300	21.5%
General and administrative services	46,627	35,951	10,676	29.7%
Depreciation and amortization	15,282	8,196	7,086	86.5%
Total operating expenses	453,758	352,181	101,577	28.8%
OPERATING INCOME	10,936	25,921	(14,985)	-57.8%
OTHER EXPENSE	(1,041)	(524)	(517)	98.7%
INCOME BEFORE INCOME TAX EXPENSE	9,895	25,397	(15,502)	-61.0%
INCOME TAX EXPENSE	(4,790)	(3,746)	(1,044)	27.9%
NET INCOME	5,105	21,651	(16,546)	-76.4%

Revenue

Commission and fee revenue

Commission and fee revenue increased $28.0 million, or 15.1%, to $214.0 million for the nine months ended September 30, 2021, from $186.0 million for the nine months ended September 30, 2020. The increase was comprised of an increase of $5.5 million in

revenues from new policies and an increase of $22.5 million in revenues from renewal policies. The increase is primarily due to new business policy count growth of 6.0% and an increase in new and renewal average premium of 9.4% and 2.7%, respectively.

Our commission and fee revenue from direct sources increased $15.3 million, or 18.0%, from $85.0 million during the nine months ended September 30, 2020 to $100.3 million during the nine months ended September 30, 2021. Our commission and revenue from agent sources increased $12.7 million, or 12.6%, from $101.0 million during the nine months ended September 30, 2020 to $113.7 million during the nine months ended September 30, 2021. The growth in our direct sources has been primarily attributable to increasingly strong performance in our direct sales channels as well as the entry into our alliance with Aviva in 2020, which shifted some of our Canadian business to direct sources. Commission rates, generating commission revenue, vary based on geography but do not differ by distribution channel (i.e., whether they are direct-sourced or agent-sourced).

The following tables shows the break-down of our commission and fee revenues for the nine months ended September 30, 2021 and the nine months ended September 30, 2020 by geography (in millions):

Nine Months Ended September 30, 2021

	U.S.	Canada	U.K.	Total
Commission and Fee Revenue	$ 152.1	$ 14.0	$ 3.1	$ 169.2
Contingent Commission	45.0	(0.3)	0.1	44.8
Total	$ 197.1	$ 13.7	$ 3.2	$ 214.0

Nine Months Ended September 30, 2020

	U.S.	Canada	U.K.	Total
Commission and Fee Revenue	$ 103.4	$ 11.1	$ 2.4	$ 143.9
Contingent Commission	40.2	1.5	0.4	42.1
Total	$ 170.6	$ 12.6	$ 2.8	$ 186.0

In the United States, we have experienced consistent organic growth and we expect this growth to continue. In Canada and the U.K. we have experienced slower growth as a result of our reliance on our strategic alliances in those markets, which generally results in greater commission and fee revenue but less contingent commissions.

Earned premium

Earned premium increased $52.0 million, or 32.4%, to $212.4 million for the nine months ended September 30, 2021, from $160.4 million for the nine months ended September 30, 2020. Organic growth added approximately $27.5 million and the increase in U.S. quota share percentage added approximately $16.4 million to earned premium during the nine months ended September 30, 2021. The Aviva Canada treaty, entered in 2020, contributed $7.4 million to the increase in earned premium in 2021. This increase in premium earned correlates with an increase in premium assumed by Hagerty Re of $83.7 million from $200.9 million for the nine months ended September 30, 2020 to $284.6 million for the nine months ended September 30, 2021.

Membership and other revenue

Membership and other revenue increased $6.5 million, or 20.6%, to $38.3 million for the nine months ended September 30, 2021, from $31.8 million for the nine months ended September 30, 2020. The increase in membership fees of $3.1 million from $26.9 million in the nine months ended September 30, 2020 to $30.0 million in the nine months ended September 30, 2021, was primarily attributable to the increase in issuance of new policies bundled with an HDC membership and growth of new “stand-alone” HDC subscriptions (i.e. HDC subscriptions sold to members without insurance policies). For the nine months ended September 30, 2021, the membership revenue of $30.0 million comprises 78.2% of the membership and other revenue total, which has grown 10.4%. Other Revenue of $8.6 million including advertising, valuation and registration income accounts for 21.8% of the membership and other revenue totals and has grown $3.4 million, or 41.1%, primarily due to newly acquired business lines in motorsports registration and events. The increase in membership and other revenue also included increases of $0.9 million and $1.1 million in admission income

and motorsport registration income from the nine months ended September 30, 2020 to the nine months ended September 30, 2021, respectively, primarily resulting from increased income derived from events and an increase in the number of motorsport registrations.

Costs and Expenses

Salaries and benefits

Salaries and benefits costs increased $23.2 million, or 23.4%, to $122.1 million for the nine months ended September 30, 2021, from $98.9 million for the nine months ended September 30, 2020. The increase was primarily attributable to a net increase of 247 employees in our sales, member services, technology and distribution units, an increase of 18.2% from September 30, 2020 to September 30, 2021. Additional staff was needed to support current and anticipated growth, such as the additions of several new large national insurance partnerships and our continued development of new systems and digital transformation technology investments.

Ceding commission

Ceding commission expense increased $24.4 million, or 31.8%, to $101.3 million for the nine months ended September 30, 2021, from $76.9 million for the nine months ended September 30, 2020. The increase was primarily attributable to higher U.S. premium volume ceded to Hagerty Re from our insurance carrier partners, which added approximately $16.6 million and an increase in our U.S. quota share percentage from 50% in 2020 to 60% in 2021, which accounted for $7.8 million. Hagerty Re pays a fixed rate ceding commission which varies by insurance carrier partner, averaging 48% of net earned premium.

The following table presents the amount of premiums ceded and the quota share percentages for the nine months ended September 30, 2021 and the nine months ended September 30, 2020 (in millions):

Nine Months Ended September 30, 2021

	U.S.	Canada	U.K.	Total
Subject Premium	$ 448.9	$ 36.4	$ 4.2	**$ 489.5**
Quota Share Percentage	60%	35%	60%	**58%**
Assumed Premium in Hagerty Re	$ 269.3	$ 12.8	$ 2.5	**$ 284.6**
Net Ceding Commission	$ 96.6	$ 4.4	$ 0.3	**$ 101.3**

Nine Months Ended September 30, 2020

	U.S.	Canada	U.K.	Total
Subject Premium	$ 382.9	$ 27.1	—	**$ 409.9**
Quota Share Percentage	50.0%	35.0%	—	**49%**
Assumed Premium in Hagerty Re	$ 191.4	$ 9.5	—	**$ 200.9**
Net Ceding Commission	$ 75.8	$ 1.1	—	**$ 76.9**

In the U.S., the increase in premiums assumed in Hagerty Re from September 30, 2020 to September 30, 2021 was primarily due to Hagerty Re's U.S. quota share increasing from 50% in 2020 to 60% as of January 1, 2021. In Canada, the increase in premiums assumed by Hagerty Re from September 30, 2020 to September 30, 2021 is primarily due to the entry into the reinsurance agreement with Aviva, effective as of March 1, 2020. In the U.K., the increase in premiums assumed in Hagerty Re from September 30, 2020 to September 30, 2021 is primarily due to the entry into the U.K. reinsurance agreement, which became effective during 2021.

Losses and loss adjustment expenses

Losses and loss adjustment expenses increased $21.9 million, or 33.3%, to $87.6 million for the nine months ended September 30, 2021, from $65.7 million for the nine months ended September 30, 2020. The increase was primarily driven by higher premium volume ceded to Hagerty Re from our insurance carrier partners. The loss ratio, including catastrophe losses was 41.3% and 41.0%, for the nine months ended September 30, 2021 and September 30, 2020, respectively.

Sales expense

Sales expense increased by $14.3 million, or 21.5% to $80.8 million for the nine months ended September 30, 2021, from $66.5 million for the nine months ended September 30, 2020. The increase was primarily due to additional premium volume across our agent and direct distribution channels and increased promotion costs for newly acquired events occurring in 2021.

General and administrative services

General and administrative services increased $10.6 million, or 29.7%, to $46.6 million for the nine months ended September 30, 2021, from $36.0 million for the nine months ended September 30, 2020. The increase was primarily driven by $4.3 million in higher software subscription and hardware costs, $2.4 million in consulting services and a $2.1 million write off of abandoned software.

Depreciation and amortization

Depreciation and amortization expense increased by $7.1 million, or 86.5% to $15.3 million for the nine months ended September 30, 2021, from $8.2 million for the nine months ended September 30, 2020. The increase was attributable to a higher base of capital assets from our digital platform development investment and business combination and asset acquisition. Assets acquired in 2020 and 2021 led to an increase of $389,000 of amortization as of September 30, 2021 compared to September 30, 2020.

Income tax expense

Income tax expense for the nine months ended September 30, 2021 was $4.8 million compared to $3.7 million for the nine months ended September 30, 2020. The effective tax rate was 48% for the nine months ended September 30, 2021 and 15% for the nine months ended September 30, 2020. The increase in the effective tax rate for the nine months ended September 30, 2021 compared to the nine months ended September 30, 2020 was primarily due to an increase net income before income tax expense of Hagerty Re, which is taxed as a corporation, offset by a decrease in net income in entities not subject to entity-level taxes.

Liquidity and Capital Resources

The Company is a holding company that transacts a majority of its business through operating subsidiaries. Maintaining a strong balance sheet and capital position is a top priority for the Company. The Company manages liquidity globally and across all operating subsidiaries, making use of its credit facility when needed.

Through our reinsurance subsidiary, Hagerty Re, we reinsure the same personal lines risks that are underwritten by our affiliated MGA subsidiaries on behalf of our insurance carrier partners. Our reinsurance operations are self-funded primarily through existing capital and net cash flows from operations. As of September 30, 2021, Hagerty Re had approximately $268.4 million in cash and cash equivalents and municipal securities. Our MGA operations are financed primarily through the commissions and fees received from the Company's insurance carrier partners and, if necessary, the proceeds received from our existing credit facility. Our membership-related subsidiaries finance their operations from the sale of HDC Member subscriptions, as well as proceeds received, if necessary, from our existing credit facility.

The Company, particularly Hagerty Re, pays close attention to the underlying underwriting and reserving risks by monitoring the pricing and loss development of the underlying business written through its affiliated MGAs. Additionally, Hagerty Re seeks to minimize its investment risk by investing in low yield cash, money market accounts and investment grade municipal securities.

Capital Restrictions

In Bermuda, Hagerty Re is subject to the Bermuda Solvency Capital Requirement ("BSCR") administered by the BMA. No regulatory action is taken by the BMA if an insurer's capital and surplus is equal to or in excess of their enhanced capital requirement as determined by the BSCR model. In addition, the BMA has established a target capital level for each insurer which is 120% of the enhanced capital requirement. To ensure compliance with BSCR standards, Hagerty Re's target is 130% of the enhanced capital requirement. As of December 31, 2020, Hagerty Re's actual performance relative to the enhanced capital requirement was 141%.

Dividend Restrictions

Under Bermuda law, Hagerty Re is prohibited from declaring or issuing a dividend if it fails to meet its minimum solvency margin or minimum liquidity ratio. Prior approval from the BMA is also required if the Hagerty Re's proposed dividend payments would exceed 25% of its prior year-end total statutory capital and surplus. The amount of dividends which could be paid by Hagerty Re in 2021 without prior approval is $20.5 million.

Regulation relating to insurer solvency is generally for the protection of the policyholders rather than for the benefit of the stockholders of an insurance company. We believe that our existing cash and cash equivalents and municipal securities and cash flow from operations will be sufficient to support working capital and capital expenditure requirements for at least the next 12 months. Our future capital requirements will depend on many factors, including our reinsurance premium growth rate, renewal rates, the introduction of new and enhanced products, entry into, and successful entry in new geographic markets, and the continuing market adoption of our product offerings.

Cash Flows

The following table summarizes our cash flow data for the periods presented:

	Nine Months-Ended September 30,	
(in thousands)	**2021**	**2020**
Net cash provided by operating activities	$ 85,359	$ 79,156
Net cash used in investing activities	(53,761)	(30,558)
Net cash provided by financing activities	44,944	18,250

Operating Activities

Cash provided by operating activities primarily consists of net income adjusted for non-cash items including depreciation and amortization related to investments in internally developed software and implementation of software as a service and provision for deferred taxes and changes in working capital balances. Seasonality and continued growth drive movement between periods in working capital balances. The summer months create more written premium and renewals of insurance policies and memberships, which drives reinsurance asset and liability balances to be higher in the summer months including unearned premiums, ceding commission, paid loss and loss adjustment expenses, premiums receivable and deferred acquisition costs within our reinsurance operations, additionally accounts receivable, advanced premium and due to insurers within the MGA business and contract liabilities for membership revenue stream. Our contingent underwriting commission revenue and our annual employee incentive plans are accrued throughout the year as earned however paid annually in the first quarter creating a cash flow movement between periods. Additionally, quota share increases within Hagerty Re drive increased balances period over period.

Net cash from operating activities for the nine months ended September 30, 2021 was $85.4 million. Cash provided during this period included $5.1 million from net income, excluding non-cash expenses of $21.7 million and changes in our operating assets and liabilities of $58.6 million. Adjustments for non-cash items primarily consisted of $15.3 million of depreciation and amortization related to investments in internally developed software and implementation of software as a service, $3.9 million increase in provision for deferred taxes and $2.3 million of disposals related to software development. The increase in cash resulting from changes in our operating assets and liabilities was primarily attributable to increases in unearned premiums of $67.0 million, due to insurers of $36.6 million, provision for unpaid losses and loss adjustment expenses of $48.6 million and decrease in commission receivable of $9.6 million, offset by increases in premiums receivable of $54.1 million and deferred acquisition costs of $30.9 million and decrease in losses payable of $22.0 million.

Net cash from operating activities for the nine months ended September 30, 2020 was $79.2 million. Cash provided during this period included $21.7 million from net income, excluding non-cash expenses of $10.8 million and changes in our operating assets and liabilities increase of $46.7 million. Adjustments for non-cash items primarily consisted of $8.2 million of depreciation and amortization expense related to investments in internally developed software and implementation of software as a service and $2.1 million for our provision for deferred taxes. The increase in cash resulting from changes in our operating assets and liabilities was primarily attributable to increases in due to insurers of $27.7 million, provision for unpaid losses and loss adjustment expenses of $38.7 million and unearned premiums of $37.3 million, offset by increase in premiums receivable of $39.0 million and decrease in losses payable of $16.7 million.

Investing Activities

Net cash used in investing activities for the nine months ended September 30, 2021 was $53.8 million which was primarily driven by investments in property and equipment of $31.2 million, acquisitions of $11.3 million and the purchase of fixed income securities of $12.4 million.

Net cash used in investing activities was $30.6 million for the nine months ended September 30, 2020 which was primarily driven by increased investment in facilities and software development of $24.7 million, the acquisition of a Canadian brokerage book of business of $2.4 million as well as payments on acquired renewal rights of $3.5 million.

Financing Activities

Net cash provided by financing activities for the nine months ended September 30, 2021 was $44.9 million. This resulted primarily from cash received from the net incurrence of indebtedness of $49.5 million, partially offset by member distributions of $4.1 million.

Net cash provided by financing activities for the nine months ended September 30, 2020 was $18.3 million cash provided by financing activities was primarily due to the net incurrence of indebtedness of $22.0 million, partially offset by member distributions of $4.0 million.

Contractual Obligations

The following is a summary of material contractual obligations and commitments as of September 30, 2021.

(in thousands)	Total	Less than 1 year	1-3 years	3-5 years	After
Debt	$ 118,500	$ 1,000	$ 117,500	$ -	$ -
Interest on long-term debt	1,340	158	909	273	-
Operating leases	77,928	8,230	15,259	13,922	40,517
Purchase commitments	10,416	5,623	4,792	-	-
Total	$ 208,184	$ 15,012	$ 138,460	$ 14,195	$ 40,517

Financing Arrangements

Multi-bank Credit Facility

The Company has a $160 million credit facility (the “Credit Facility”) with a bank syndicate. The current term of the Credit Facility expires on December 23, 2023 and may be extended each year such that the term of the agreement remains at least three years from the current year. Any unpaid balance on the Credit Facility is due at maturity. Borrowings under the Credit Facility bear interest at one month LIBOR plus an applicable margin, or Prime plus or minus an applicable margin at the Company’s choice. The effective borrowing rate at September 30, 2021 was 2.1%. Borrowings under the Credit Facility are collateralized by the assets of the Company, except for the assets of the Company’s U.K., Bermuda and Germany subsidiaries.

The Credit Facility includes a provision for determining a LIBOR successor rate in the event LIBOR reference rates are no longer available. The alternative benchmark replacement rate is the Secured Overnight Financing Rate ("SOFR"). In addition, the facility includes a provision for determining a SOFR successor rate in the event SOFR reference rates are no longer available. If no SOFR successor rate has been determined, the rate will be based on the higher of the Prime Rate or the federal funds rate (the interest rate at which depository institutions trade federal funds with each other), plus a fixed margin.

In connection with the Credit Facility, the Company is required, among other things, to meet certain financial covenants, including a fixed-charge coverage ratio and a leverage ratio. The Company was in compliance with these covenants as of September 30, 2021.

Interest Rate Swap

Interest rate swap agreements are contracts to exchange floating rate for fixed rate interest payments over the life of the agreement without the exchange of the underlying notional amounts. The notional amounts of the interest rate swap agreements are used to measure interest to be paid or received and do not represent the amount of exposure to credit loss. The differential paid or received on the interest rate swap agreements is recognized as an adjustment to interest expense.

The purpose of the interest rate swap agreement is to fix the interest rate on a portion of the Company's existing variable rate debt in order to reduce exposure to interest rate fluctuations. Under such agreements, the Company pays the counterparty interest at a fixed rate. In exchange, the counterparty pays the Company interest at a variable rate, adjusted quarterly and based on LIBOR or the alternative replacement of LIBOR. The amount exchanged is calculated based on the notional amount. The significant inputs, primarily the LIBOR forward curve, used to determine the fair value are considered Level 2 observable market inputs. The Company monitors the credit and nonperformance risk associated with its counterparties and believes them to be insignificant and not warranting a credit adjustment at September 30, 2021.

In March 2017, the Company entered into a 5-year interest rate swap agreement with an original notional amount of $15.0 million at a fixed swap rate of 2.20%.

In December 2020, the Company entered into a 5-year interest rate swap agreement with an original notional amount of $35.0 million at a fixed swap rate of 0.78%.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have, or are reasonably likely to have, a current or future material effect on our financial condition, results of operations, liquidity, or cash flows.

Critical Accounting Policies and Estimates

Our financial statements are prepared in accordance with GAAP. The preparation of the consolidated financial statements in conformity with GAAP requires our management to make a number of estimates and assumptions relating to the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the period. We evaluate our significant estimates on an ongoing basis, including, but not limited to, estimates related to provision for unpaid losses and loss adjustment expenses. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates.

We believe that the accounting policies described below involve a significant degree of judgment and complexity. Accordingly, we believe these are the most critical to aid in fully understanding and evaluating our consolidated financial condition and results of operations. For further information, see Note 1, Summary of Significant Accounting Policies, to Hagerty's annual consolidated financial statements within the Proxy Statement, which is incorporated herein by reference.

Unpaid Losses and Loss Adjustment Expenses

Unpaid losses and loss adjustment expenses ("LAE") are the difference between the estimated cost of losses incurred and the amount of paid losses as of the reporting date. These reserves reflect the Company management's best estimate for both reported claims and incurred but not reported ("IBNR") claims. The reserves also include estimates of all expenses associated with processing and settling all reported and unreported claims. The Company regularly reviews the provision estimates and updates those estimates as new information becomes available or as events emerge that may affect the resolution of unsettled claims.

Updates made to reserve estimates based on new information may cause changes in prior reserve estimates. These changes are recorded as losses and loss adjustment expenses in the period such changes are determined. Estimating the ultimate cost of claims and claims expenses is an inherently complex process that involves a high degree of judgment. The inputs requiring management judgement in the estimate of the provision for unpaid losses and loss adjustment expenses include:

- the determination of the appropriate actuarial estimation methods to be applied to outstanding claims on a consistent basis;
- estimations of claims cycle times and claims settlement practices;
- estimates of expected losses through the use of historical loss data; and
- broader macroeconomic assumptions such as expectations of regulatory changes or future inflation rates.

Claims are analyzed and reported based on the accident year or the year in which the claims occurred. Accident year data is classified and utilized within actuarial models to prepare estimates of required reserves for payments to be made in the future. Timing for claim settlement varies and depends on the type of claim being reported (*i.e.* property damage as compared to personal injury claims). Claims involving property damage are generally settled faster than personal injury claims. Historical loss patterns are then applied to actual paid losses and reported losses by accident year to develop expectations of future payments. Implicit within the actuarial models are the impacts of inflation, especially for claims with longer expected cycle times. See Note 8, Provision for Unpaid Losses and Adjustment Expenses, to Hagerty's annual consolidated financial statements within the Proxy Statement, which is incorporated herein by reference, for more information regarding the methodologies used to estimate loss and LAE reserves.

Given the inherent complexity and uncertainty surrounding the estimation of our ultimate cost of settling claims, reserves are reviewed quarterly and periodically throughout the year by combining historical results and current actual results to calculate new development factors. In estimating loss and LAE reserves, our actuarial reserving group considers claim cycle time, claims settlement practices, adequacy of case reserves over time, and current economic conditions. Because actual experience can differ from key assumptions used in estimating reserves, there may be significant variation in the development of these reserves and the actual losses and LAE ultimately paid in the future. These adjustments to the loss and LAE reserves are recognized in Hagerty's consolidated statement of operations in the period in which the change occurs.

The following tables summarize our gross and net reserves for losses and loss adjustment reserves as of September 30, 2021 and December 31, 2020, respectively:

	as of September 30, 2021			
Unpaid losses and loss adjustment expenses	**Gross**	**% of Total**	**Net**	**% of Total**
		($ in millions)		
Outstanding losses reported	$ 27.4	26.5%	$ 27.4	26.5%
IBNR	76.1	73.5%	76.1	73.5%
Total Reserves	$ 103.6	100.0%	$ 103.6	100.0%

Unpaid losses and loss adjustment expenses	as of December 31, 2020			
	Gross	% of Total	Net	% of Total
	($ in millions)			
Outstanding losses reported	$ 22.7	41.3%	$ 22.7	41.3%
IBNR	32.3	58.7%	32.3	58.7%
Total Reserves	$ 55.0	100.0%	$ 55.0	100.0%

The following table summarizes the Company's gross losses and loss adjustment expenses, and net losses and loss adjustment expenses by accident years as of September 30, 2021 and September 30, 2020, respectively

Accident Year	Gross Ultimate Loss & LAE			Net Ultimate Loss & LAE		
	2021	2020	$ Change	2021	2020	$ Change
2017	$ 18.8	$ 18.8	$ -	$ 18.8	$ 18.8	$ -
2018	41.1	41.1	-	40.7	40.7	-
2019	64.5	64.5	-	64.5	64.5	-
2020	91.0	65.7	25.3	91.0	65.7	25.3
2021	87.6	N/A	N/A	87.6	N/A	N/A
Total	$ 303.0	$ 190.1	$ 25.3	$ 302.6	$ 189.7	$ 25.3

New Accounting Standards

See Note 1, Summary of Significant Accounting Policies, to Hagerty's annual consolidated financial statements, as well as Note 1, Summary of Significant Accounting Policies, to Hagerty's condensed consolidated financial statements included elsewhere in this proxy statement.

Quantitative and Qualitative Disclosures about Market Risk

We are exposed to certain credit and interest rate risks as part of our ongoing business operations.

Management of Insurance and Financial Risk

The Company issues contracts that transfer insurance risks or financial risks or both. This section summarizes these risks and the way the Company manages them.

Insurance Risk

The most significant insurance risk is that claims exceed premium. The objective of the Company is to ensure that sufficient reserves are available to cover these liabilities. The Company's actuarial team prepares monthly reserving analysis to inform the Company's management as to the required reserve levels, thereby managing this risk.

Interest Rate Risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate due to change in prevailing market interest rates. The Company is exposed to interest rate risk, except for $50,000,000, $50,000,000 and $20,115,000 of long-term debt at September 30, 2021, December 31, 2020 and 2019, respectively, that is locked in at a fixed base rate due to the executed interest rate swap agreements. The remaining $18,000,000 and $5,985,000 at December 31, 2020 and 2019, respectively, is variable rate based on one-month LIBOR rate plus applicable margin or Prime minus an applicable margin.

Liquidity Risk

Liquidity risk is the risk that the Company will encounter difficulty in obtaining funds to meet its commitments. A trust account is in place to ensure that the Company is able to meet liabilities arising from claims and all other obligations as per the terms of the reinsurance agreement.

Concentration Risk

While the Company has relationships with separate insurance carrier partners for its U.S., Canadian and U.K. insurance operations, the Company receives substantially all of its commission income from its U.S. insurance carrier partner, Essentia Insurance Company, which is an affiliate of Markel. The Company has an agency agreement with this insurance carrier partner granting the Company certain rights and binding authority with respect to policy coverage.

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Document Type	8-K
Amendment Flag	false
Document Period End Date	Dec. 02, 2021
Current Fiscal Year End Date	--12-31
Entity File Number	001-40244
Entity Registrant Name	HAGERTY, INC.
Entity Central Index Key	0001840776
Entity Tax Identification Number	86-1213144
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Entity Address, City or Town	Traverse City
Entity Address, State or Province	MI
Entity Address, Postal Zip Code	49684
City Area Code	800
Local Phone Number	922-4050
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Title of 12(b) Security	Class A common stock, par value $0.0001 per share
Trading Symbol	HGTY
Security Exchange Name	NYSE
Warrants, each whole warrant exercisable for one share of Class A common stock, each at an exercise price of $11.50 per share	
Title of 12(b) Security	Warrants, each whole warrant exercisable for one share of Class A common stock, each at an exercise price of $11.50 per share
Trading Symbol	HGTY.WS
Security Exchange Name	NYSE

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     "xbrltype": "accountingStandardItemType"
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    "dei_DocumentAnnualReport": {
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      "r11",
      "r12"
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     "lang": {
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        "label": "Document Annual Report"
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     "xbrltype": "booleanItemType"
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    "dei_DocumentFiscalPeriodFocus": {
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       "role": {
        "documentation": "Fiscal period values are FY, Q1, Q2, and Q3.  1st, 2nd and 3rd quarter 10-Q or 10-QT statements have value Q1, Q2, and Q3 respectively, with 10-K, 10-KT or other fiscal year statements having FY.",
        "label": "Document Fiscal Period Focus"
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    "dei_DocumentFiscalYearFocus": {
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        "documentation": "This is focus fiscal year of the document report in YYYY format. For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2006.",
        "label": "Document Fiscal Year Focus"
       }
      }
     },
     "localname": "DocumentFiscalYearFocus",
     "nsuri": "http://xbrl.sec.gov/dei/2021",
     "presentation": [
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    "http://hegarty.com/xsle/Cores"
   ],
   "xbrltype": "gYearItemType"
  },
  "dei_DocumentPeriodEndDate": {
   "auth_ref": [],
   "lang": {
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     "role": {
      "documentation": "For the EDGAR submission types of Form 8-K: the date of the report, the date of the earliest event reported; for the EDGAR submission types of Form N-1A: the filing date; for all other submission types: the end of the reporting or transition period.  The format of the date is YYYY-MM-DD.",
      "label": "Document Period End Date"
     }
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  "dei_DocumentPeriodStartDate": {
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      "documentation": "The start date of the period covered in the document, in YYYY-MM-DD format.",
      "label": "Document Period Start Date"
     }
    }
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   "localname": "DocumentPeriodStartDate",
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    "r13"
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   "lang": {
    "en-us": {
     "role": {
      "documentation": "Date of event requiring a shell company report.",
      "label": "Document Shell Company Event Date"
     }
    }
   },
   "localname": "DocumentShellCompanyEventDate",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
   "presentation": [
    "http://hegarty.com/xsle/Cores"
   ],
   "xbrltype": "dateItemType"
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  "dei_DocumentShellCompanyReport": {
   "auth_ref": [
    "r13"
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   "lang": {
    "en-us": {
     "role": {
      "documentation": "Boolean flag that is true for a Shell Company Report pursuant to section 13 or 15(d) of the Exchange Act.",
      "label": "Document Shell Company Report"
     }
    }
   },
   "localname": "DocumentShellCompanyReport",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
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   ],
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   "lang": {
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     "role": {
      "documentation": "Boolean flag that is true only for a form used as a transition report.",
      "label": "Document Transition Report"
     }
    }
   },
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   ],
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    "en-us": {
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      "documentation": "The type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'.",
      "label": "Document Type"
     }
    }
   },
   "localname": "DocumentType",
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   ],
   "xbrltype": "submissionTypeItemType"
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  "dei_DocumentIncorporatedByReferenceTextBlock": {
   "auth_ref": [
    "r1"
   ],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "Documents incorporated by reference.",
      "label": "Documents Incorporated by Reference [Text Block]"
     }
    }
   },
   "localname": "DocumentIncorporatedByReferenceTextBlock",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
   "presentation": [
    "http://hegarty.com/xsle/Cores"
   ],
   "xbrltype": "textBlockItemType"
  },
  "dei_EntityAddressAddressLine1": {
   "auth_ref": [],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "Address Line 1 such as Attn, Building Name, Street Name",
      "label": "Entity Address, Address Line One"
     }
    }
   },
   "localname": "EntityAddressAddressLine1",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
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   ],
   "xbrltype": "normalizedStringItemType"
  },
  "dei_EntityAddressAddressLine2": {
   "auth_ref": [],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "Address Line 2 such as Street or Suite number",
      "label": "Entity Address, Address Line Two"
     }
    }
   },
   "localname": "EntityAddressAddressLine2",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
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   ],
   "xbrltype": "normalizedStringItemType"
  },
  "dei_EntityAddressAddressLine3": {
   "auth_ref": [],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "Address Line 3 such as an Office Park",
      "label": "Entity Address, Address Line Three"
     }
    }
   },
   "localname": "EntityAddressAddressLine3",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
   "presentation": [
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   ],
   "xbrltype": "normalizedStringItemType"
  },
  "dei_EntityAddressCityOrTown": {
   "auth_ref": [],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "Name of the City or Town",
      "label": "Entity Address, City or Town"
     }
    }
   },
   "localname": "EntityAddressCityOrTown",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
   "presentation": [
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  },
  "dei_EntityAddressCountry": {
   "auth_ref": [],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "ISO 3166-1 alpha-2 country code.",
      "label": "Entity Address, Country"
     }
    }
   },
   "localname": "EntityAddressCountry",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
   "presentation": [
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   "xbrltype": "countryCodeItemType"
  },
  "dei_EntityAddressPostalZipCode": {
   "auth_ref": [],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "Code for the postal or zip code",
      "label": "Entity Address, Postal Zip Code"
     }
    }
   },
   "localname": "EntityAddressPostalZipCode",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
   "presentation": [
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  },
  "dei_EntityAddressStateOrProvince": {
   "auth_ref": [],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "Name of the state or province.",
      "label": "Entity Address, State or Province"
     }
    }
   },
   "localname": "EntityAddressStateOrProvince",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
   "presentation": [
    "http://hegarty.com/xsle/Cores"
   ],
   "xbrltype": "stateOrProvinceItemType"
  },
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   "auth_ref": [
    "r4"
   ],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "For registrants involved in bankruptcy proceedings during the preceding five years, the value Yes indicates that the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court; the value No indicates the registrant has not.  Registrants not involved in bankruptcy proceedings during the preceding five years should not report this element.",
      "label": "Entity Bankruptcy Proceedings, Reporting Current"
     }
    }
   },
   "localname": "EntityBankruptcyProceedingsReportingCurrent",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
   "presentation": [
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   ],
   "xbrltype": "booleanItemType"
  },
  "dei_EntityCentralIndexKey": {
   "auth_ref": [
    "r10"
   ],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK.",
      "label": "Entity Central Index Key"
     }
    }
   },
   "localname": "EntityCentralIndexKey",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
   "presentation": [
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   ],
   "xbrltype": "centralIndexKeyItemType"
  },
  "dei_EntityCommonStockSharesOutstanding": {
   "auth_ref": [],
   "lang": {
    "en-us": {
     "role": {
      "documentation": "Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument.",
      "label": "Entity Common Stock, Shares Outstanding"
     }
    }
   },
   "localname": "EntityCommonStockSharesOutstanding",
   "nsuri": "http://xbrl.sec.gov/dei/2020",
   "presentation": [
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],
"xbrltype": "sharesItemType"
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"dei_EntityCurrentReportingStatus": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
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"label": "Entity Current Reporting Status"
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}
},
"localname": "EntityCurrentReportingStatus",
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"dei_EntityEmergingGrowthCompany": {
"auth_ref": [
"r14"
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"lang": {
"en-us": {
"role": {
"documentation": "Indicate if registrant meets the emerging growth company criteria.",
"label": "Entity Emerging Growth Company"
}
}
},
"localname": "EntityEmergingGrowthCompany",
"nsuri": "http://xbrl.sec.gov/dei/2021",
"presentation": [
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"xbrltype": "booleanItemType"
},
"dei_EntityExTransitionPeriod": {
"auth_ref": [
"r17"
],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate if an emerging growth company has elected not to use the extended transition period for complying with any new or revised financial accounting standards.",
"label": "Elected Not To Use the Extended Transition Period"
}
}
},
"localname": "EntityExTransitionPeriod",
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],
"xbrltype": "booleanItemType"
},
"dei_EntityFileNumber": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Commission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen.",
"label": "Entity File Number"
}
}
},
"localname": "EntityFileNumber",
"nsuri": "http://xbrl.sec.gov/dei/2021",
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],
"xbrltype": "fileNumberItemType"
},
"dei_EntityFilerCategory": {
"auth_ref": [
"r14"
],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure.",
"label": "Entity Filer Category"
}
}
},
"localname": "EntityFilerCategory",
"nsuri": "http://xbrl.sec.gov/dei/2021",
"presentation": [
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],
"xbrltype": "filerCategoryItemType"
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"dei_EntityIncorporationStateCountryCode": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Two-character EDGAR code representing the state or country of incorporation.",
"label": "Entity Incorporation, State or Country Code"
}
}
},
"localname": "EntityIncorporationStateCountryCode",
"nsuri": "http://xbrl.sec.gov/dei/2021",
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"xbrltype": "edgarStateCountryItemType"
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"dei_EntityInteractiveDataCurrent": {
"auth_ref": [
"r15"
],
"lang": {
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"role": {
"documentation": "Boolean flag that is true when the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).",
"label": "Entity Interactive Data Current"
}
}
},
"localname": "EntityInteractiveDataCurrent",
"nsuri": "http://xbrl.sec.gov/dei/2021",
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],
"xbrltype": "yesNoItemType"
},
"dei_EntityPrimarySicNumber": {
"auth_ref": [
"r12"
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"lang": {
"en-us": {
"role": {
"documentation": "Primary Standard Industrial Classification (SIC) Number for the Entity.",
"label": "Entity Primary SIC Number"
}
}
},
"localname": "EntityPrimarySicNumber",
"nsuri": "http://xbrl.sec.gov/dei/2021",
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],
"xbrltype": "sicNumberItemType"
},
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"auth_ref": [],
"crdr": "credit",
"lang": {
"en-us": {
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"documentation": "The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter.",
"label": "Entity Public Float"
}
}
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"localname": "EntityPublicFloat",
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],
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],
"lang": {
"en-us": {
"role": {
"documentation": "The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC.",
"label": "Entity Registrant Name"
}
}
},
"localname": "EntityRegistrantName",
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},
"dei_EntityShellCompany": {
"auth_ref": [
"r14"
],
"lang": {
"en-us": {
"role": {
"documentation": "Boolean flag that is true when the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act.",
"label": "Entity Shell Company"
}
}
},
"localname": "EntityShellCompany",
"nsuri": "http://xbrl.sec.gov/dei/2021",
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],
"xbrltype": "booleanItemType"
},
"dei_EntitySmallBusiness": {
"auth_ref": [
"r14"
],
"lang": {
"en-us": {
"role": {
"documentation": "Indicates that the company is a Smaller Reporting Company (SRC).",
"label": "Entity Small Business"
}
}
},
"localname": "EntitySmallBusiness",
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],
"xbrltype": "booleanItemType"
},
"dei_EntityTaxIdentificationNumber": {
"auth_ref": [
"r14"
],
"lang": {
"en-us": {
"role": {
"documentation": "The Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS.",
"label": "Entity Tax Identification Number"
}
}
},
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],
"xbrltype": "employerIdItemType"
},
"dei_EntityVoluntaryFilers": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate 'Yes' or 'No' if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.",
"label": "Entity Voluntary Filers"
}
}
},
"localname": "EntityVoluntaryFilers",
"nsuri": "http://xbrl.sec.gov/dei/2021",
"presentation": [
"http://hagerty.com/role/Cover"
],
"xbrltype": "yesNoItemType"
},
"dei_EntityWellKnownSeasonedIssuer": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Indicate 'Yes' or 'No' if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Is used on Form Type: 10-K, 10-Q, 8-K, 20-F, 6-K, 10-K/A, 10-Q/A, 20-F/A, 6-K/A, N-CSR, N-Q, N-1A.",
"label": "Entity Well-known Seasoned Issuer"
}
}
},
"localname": "EntityWellKnownSeasonedIssuer",
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"presentation": [
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],
"xbrltype": "yesNoItemType"
},
"dei_Extension": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Extension number for local phone number.",
"label": "Extension"
}
}
},
"localname": "Extension",
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],
"xbrltype": "normalizedStringItemType"
},
"dei_LocalPhoneNumber": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Local phone number for entity.",
"label": "Local Phone Number"
}
}
},
"localname": "LocalPhoneNumber",
"nsuri": "http://xbrl.sec.gov/dei/2021",
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],
"xbrltype": "normalizedStringItemType"
},
"dei_NoTradingSymbolFlag": {
"auth_ref": [],
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"en-us": {
"role": {
"documentation": "Boolean flag that is true only for a security having no trading symbol.",
"label": "No Trading Symbol Flag"
}
}
},
"localname": "NoTradingSymbolFlag",
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"presentation": [
"http://hagerty.com/role/Cover"
],
"xbrltype": "booleanItemType"
},
"dei_OtherReportingStandardItemNumber": {
"auth_ref": [
"r11"
],
"lang": {
"en-us": {
"role": {
"documentation": "\"Item 17\" or \"Item 18\" specified when the basis of accounting is neither US GAAP nor IFRS.",
"label": "Other Reporting Standard Item Number"
}

      }
     },
     "localname": "OtherReportingStandardItemNumber",
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     "presentation": [
      "http://hagerty.com/role/Cover"
     ],
     "xbrltype": "otherReportingStandardItemNumberItemType"
    },
    "dei_PreCommencementIssuerTenderOffer": {
     "auth_ref": [
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     ],
     "lang": {
      "en-us": {
       "role": {
        "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.",
        "label": "Pre-commencement Issuer Tender Offer"
       }
      }
     },
     "localname": "PreCommencementIssuerTenderOffer",
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     "presentation": [
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     "xbrltype": "booleanItemType"
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