

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K**

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2022

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission file number: 001-39432

Rocket Companies, Inc.

(Exact name of registrant as specified in its charter)

Delaware

84-4946470

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

1050 Woodward Avenue, Detroit, MI

48226

(Address of principal executive offices)

(Zip Code)

(313) 373-7990

(Registrant's telephone number, including area code)

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 \$0.00001 per share	RKT	New York Stock Exchange

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes
No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes
No

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).
Yes No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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

As of June 30, 2022 the aggregate market value of the registrant's voting and non-voting common equity held by non-affiliates of the registrant was \$853,471,937. Computed by the closing price of common equity as of the last business day of the registrant's most recently completed second quarter.

As of February 22, 2023, 124,859,705 shares of the registrant's Class A common stock, \$0.00001 par value, and 1,848,879,483 shares of the registrant's Class D common stock, \$0.00001 par value, were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for use in connection with its 2023 Annual Meeting of Stockholders, which is to be filed no later than 120 days after December 31, 2022, are incorporated by reference into Part III of this Annual Report on Form 10-K.

Rocket Companies, Inc.
Form 10-K
For the period ended December 31, 2022

Table of Contents

Part I

Item 1. Business	4
Item 1A. Risk Factors	10
Item 1B. Unresolved Staff Comments	51
Item 2. Properties	51
Item 3. Legal Proceedings	51
Item 4. Mine Safety Disclosures	51

Part II

Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	52
Item 5. Securities	52
Item 6. [Reserved]	54
Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations	54
Item 7A. Quantitative and Qualitative Disclosures about Market Risk	74
Item 8. Financial Statements and Supplementary Data	79
Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	128
Item 9A. Controls and Procedures	128
Item 9B. Other Information	130
Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	130

Part III

Item 10. Directors, Executive Officers and Corporate Governance	131
Item 11. Executive Compensation	131
Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	131
Item 13. Certain Relationships and Related Transactions, and Director Independence	131
Item 14. Principal Accountant Fees and Services	131

Part IV

Item 15. Exhibit and Financial Statement Schedules	132
Item 16. Form 10-K Summary	138
Signatures	139

Part I

Item 1. Business

Overview

We are a Detroit-based fintech company consisting of tech-driven mortgage, real estate and financial service businesses. We leverage our technology, data and best in class client service to provide clients with certainty in life's most complex transactions so that they can achieve and live their dreams. We are committed to providing an industry-leading client experience powered by our platform. We believe our widely recognized "Rocket" brand is synonymous with providing simple, fast, and trusted digital solutions for complex transactions.

Dan Gilbert, our founder and Chairman, purposefully created a strong cultural foundation of core principles, or "ISMs", as an operating system to guide decision-making by all our team members. At the heart of the ISMs is a simple, yet powerful, concept: "Love our team members. Love our clients."

Since our inception in 1985, we have consistently demonstrated our ability to launch new consumer experiences, scale and automate operations, and extend our proprietary technologies to partners. Our flagship business, Rocket Mortgage, is an industry leader, having provided nearly \$1.6 trillion in home loans since inception. We have expanded into complementary industries, such as real estate services, personal lending, and personal finance. With each of these businesses in large and fragmented markets, we seek to reinvent and streamline the client experience leveraging the Rocket platform.

In June 2022, we published our first ESG (environmental, social, governance) report which outlines our ESG impact on all our stakeholders. We take pride in investing in our communities and team members through our For-More-Than-Profit approach.

Rocket Portfolio of Companies

Rocket Companies is a series of connected businesses centered on delivering innovative solutions to our clients through our technology experience and scale. As of December 2022, we have 25.4 million Rocket Accounts that can access our services through our single sign-on solution.

- **Rocket Mortgage.** One of the nation's largest mortgage lenders, providing what we believe is the simplest and most convenient way to get a mortgage. Our digital process utilizes automated data retrieval and advanced underwriting technology to deliver fast, tailored solutions to our clients. Our clients leverage the Rocket Mortgage app and website to apply for mortgages, interact with our team members, upload documents, e-sign documents, receive statements, and complete monthly payments.

Rocket Mortgage is both a mortgage originator and a mortgage servicer. Since 2010, Rocket Mortgage has won 20 J.D. Power Awards in total across mortgage origination and mortgage servicing. Our net promoter score was 73 for full year 2022, placing us among companies recognized for best-in-class service.

Our mortgage origination business includes our Direct-To-Consumer (DTC) segment and our Partner Network segment. In the DTC channel, our clients have the ability to interact with Rocket Mortgage online and/or with our mortgage bankers. Our DTC channel markets to potential clients through various brand campaigns and performance marketing channels. Within the Partner Network segment we operate across two channels, Wholesale and Premier Enterprise Partner. In our Wholesale channel, we have partnerships with mortgage brokers through Rocket Pro TPO (third party origination) and offer Rocket Mortgage marketing and technology resources to help our broker partners thrive. In our Premier Enterprise Partner channel, we partner with financial institutions and well-known consumer-focused companies to offer their clients mortgage solutions with our trusted, well-recognized brand.

On December 31 2022, the net client retention rate of our servicing portfolio was 95% on an annual basis. There is a strong correlation between this metric and client lifetime value, and we believe these levels are far superior to others in the mortgage industry and rival subscription-based models across industries such as cable and wireless service companies. Servicing the loans that we originate provides us with an opportunity

to build long-term relationships and continually deliver a seamless experience to our clients. We employ our same client-centric philosophy and technology cultivated through our origination business towards the servicing of loans to deliver a digital client experience in servicing, specifically designed around the needs and expectations of our clients. Through Rocket Mortgage, clients can view their loan information and activity, obtain insight into their home value and equity, and obtain personalized videos that simplify complex topics such as escrow changes utilizing the clients' actual loan information and figures. This differentiated servicing experience focuses on client service with positive, regular touchpoints and a better understanding of our clients' future needs.

- **Amrock.** Our leading provider of title insurance services, property valuation and settlement services, leveraging proprietary technology that integrates seamlessly into the Rocket platform and processes. This provides a digital, seamless experience for our clients with speed and efficiency from their first interaction with Rocket Mortgage through closing.
- **Rocket Money (formerly known as Truebill).** Our personal finance app that helps clients manage their financial lives. Rocket Money offers clients a suite of financial wellness services including subscription cancellation, budget management and credit score improvement that save them time and money.
- **Rocket Homes.** Our proprietary home search platform and real estate agent referral network, Rocket Homes provides technology-enabled services to support the home buying and selling experience. The company allows consumers to search for homes, connect with a real estate professional and obtain mortgage approval – through sister company Rocket Mortgage – creating a seamless, fully integrated home buying and selling experience. Rocket Homes also empowers clients to buy or sell properties directly through a streamlined process to create high-impact listings and offers one-on-one support from home selling specialists.
- **Rocket Loans.** Our personal loan business that offers a simple, fast and intuitive user experience by leveraging a single, automated technology platform, with particular focus on high quality, prime borrowers. Rocket Loans offers personal loans. In addition to personal loans, as of August 2022 Rocket Loans also began providing financing for solar panel purchases.
- **Lendesk.** Our Canadian software company specializing in a point-of-sale system for mortgage professionals and a loan origination system for private lenders.
- **Rocket Mortgage Canada.** Our Windsor, Canada based digital mortgage broker that serves the needs of consumers across Canada by leveraging technology to simplify the mortgage experience.
- **Rocket Central.** Our shared professional services organization that provides technology, data, marketing, communication and other services to companies in the Rocket portfolio.
- **Core Digital Media.** Our online marketing platform, a customer acquisition leader in the mortgage and personal financial product sectors. Core Digital Media enables growth for our broader platform by offering marketing insights and lead generation technology.

Rocket Platform

The Rocket Platform's promise to clients is to create certainty in life's most complex moments so that we can help our clients reach their dreams. The Rocket Platform brings all our core Rocket products together in one spot, with our client at the center. The Rocket Platform enables us to nurture clients through ongoing, personalized experiences until they are ready for their next transaction – whether it be searching for and buying a new home, refinancing a home, building credit, getting a personal loan, understanding their personal finances, etc. We are committed to expanding our reach, growing market share, and delivering an integrated Rocket experience so every client interacts with the right product(s) at the right time – all while ensuring our culture and business stay strong. We continue to launch personalized, engaging products to meet the client where they are at, ultimately resulting in lift in conversion from lead to close, lower client acquisition cost, higher client lifetime value, and revenue growth.

Data and Technology

We aim to identify the client's pain points and improve the client experience through scalable technology driven solutions.

At the core of our platform is an advanced engine that enables the data-intensive modeling, modification and management of complex business processes and rules. We have turned processes that follow strict regulatory compliance into a series of client-friendly questions and requests. We closely monitor the performance of new initiatives with operational data and metrics, including days to close, team member efficiency and client satisfaction. We have strategically invested in technology for nearly four decades and developed our technology in modules to facilitate agile enhancements. This enables us to effectively scale during market expansion, efficiently onboard partners, and grow into new client segments and channels, with less time and investment than our competitors. This process partitioning has allowed us to identify many areas that could be automated. These automated processes produce true objectivity and greatly reduce human error. Our system has been designed to integrate across business functions, continuously monitoring in-progress transactions and leveraging our proprietary, data-driven, decision engine to recommend the most efficient task for each team member.

Marketing

We believe our national Rocket brand is a competitive advantage that is difficult to replicate. In our industry, we believe we are the only company of scale with significant digital-first brand recognition. Our in-house marketing agency has a long history of creating bold and visible events and campaigns and reaching potential clients through highly targeted marketing strategies. For example, our 2022 Super Bowl commercial, starring Anna Kendrick and Barbie, was ranked #1 by USA Today's Ad Meter, marking the second year in a row that we earned the #1 ranking. Our scale and data analytics provide distinct advantages in the efficiency of our marketing initiatives. We utilize data gathered from inquiries, applications and ongoing client relationships to optimize digital performance marketing, deliver a unified experience across the Rocket platform and maximize the lifetime value of our clients.

Competition

We compete against a variety of companies offering financial solutions, including large financial institutions, independent mortgage banks, and fintech companies. Competition across our businesses supporting complex personal transactions such as mortgages is intense and can take many forms, including:

- Marketing, client acquisition and distribution channels
- Speed and certainty of obtaining loans
- Client service levels
- Client retention levels
- Reputation and brand recognition
- Variety of loan programs and services being made available
- Interest rates and fees charged for loans, loan terms and amounts
- Access to capital and liquidity

Business Model

We operate a scalable, capital light business model underpinned by constant innovation and our competitive strengths, which include our digital-first brand, technology, data insights, client-first culture and partnerships.

We originate mortgage loans that are sold either to government backed entities or to investors in the secondary mortgage market. Since our counterparties are primarily the government-sponsored enterprise ("GSEs") as well as other diversified sets of investors, we do not need to hold significant capital to grow our origination business.

Mortgage Origination Fees and Profitability

Our mortgage origination business primarily generates revenue and cash flow from the gain on sale of loans, net. The gain on sale of loans, net includes all components related to the origination and sale of mortgage loans, including:

- Net gain on sale of loans, which represents the premium received in excess of the loan principal amount and certain fees charged by investors upon sale of loans into the secondary market;

- Loan origination fees (credits), points and certain costs;
- Provision for or benefit from investor reserves;
- The change in fair value of interest rate lock commitments ("IRLCs") and loans held for sale;
- The gain or loss on forward commitments hedging loans held for sale and IRLCs; and
- The fair value of originated mortgage servicing rights ("MSRs").

Mortgage Servicing Fees

We also generate significant income from servicing our clients' loans. For every mortgage that we service, we receive contractual recurring cash flows for the life of the loan, primarily those which are part of a securitization by the GSEs or Ginnie Mae. Additionally, we earn ancillary revenue such as late fees and modification incentives on the loans we service. Subservicing revenue is primarily based on contractual per loan fees.

Because cash flows depend on the balances of outstanding mortgages, the value of our servicing fee income fluctuates based on the size of our servicing portfolio and other model inputs. Additionally, if a client repays a mortgage, our servicing portfolio decreases, which reduces our servicing fee income.

The value of MSRs typically increase in value as interest rates rise and the likelihood of refinancing decreases. Conversely, when interest rates decline, MSR values decline as the likelihood of refinancing increases, due to the higher probability of loan prepayment. Our sizeable origination platform helps us grow our servicing portfolio by retaining the MSRs on new loan volume and thereby replenishing our MSRs during periods of high prepayments.

Title, Services and Other Fee Income

Other income includes revenues from services provided to clients or partners across our platform. Amrock generates title revenue as a leading provider of title insurance services, property valuations and settlement services. This business complements our mortgage origination platform with digital appraisal and closing services integrated throughout our Rocket Mortgage technology and processes. Through Rocket Money, we earn monthly subscription revenue from premium members, as well as other service-based fees from users. Through Rocket Homes, we earn fees from real estate agent referrals, while at the same time matching Rocket Mortgage clients with highly rated agents and improving the certainty of closing. Rocket Loans allows clients to apply for a loan online and receive same day funding through a proprietary technology stack. Rocket Loans generates fees in a similar fashion to our mortgage business, receiving an origination fee, an investor fee from the end buyer, and an ongoing servicing fee for the work the company performs. Core Digital Media receives fees from the generation and sale of client leads in the mortgage and other industries in addition to promoting growth for our broader ecosystem by offering unique insight into the lead generation market.

Government Regulations

We operate in heavily regulated industries that are highly focused on consumer protection. This extensive regulatory framework we are subject to includes U.S. federal, state and local laws and Canadian regulations and rules. Governmental authorities and various U.S. federal, state and Canadian agencies have broad oversight, supervision, and enforcement authority over our business. Because we are not a depository institution, we must comply with state licensing requirements to conduct our business. Similar licensing laws apply to us in Canada. We incur significant ongoing costs to comply with licensing and other legal requirements under the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 ("the SAFE Act") and the Dodd-Frank Act, among others. To conduct our residential mortgage origination operations in the United States, we are licensed in all 50 states and the District of Columbia. As required by state law, we have additional licenses to enable us to act as a mortgage loan servicer in all 50 states and the District of Columbia and other applicable state licenses to enable us to act as a mortgage broker, real estate brokerage, conduct lead generation activities, and operate our personal loan platform that facilitates loans. The licensing process includes the submission of an application to the relevant state agency, a character and fitness review of key individuals and an administrative review of our business operations. We are also supervised by regulatory agencies under U.S. state and Canadian law. In addition, the GSEs and the Federal Housing Finance Agency ("FHFA"), Ginnie Mae, Federal Trade Commission ("FTC"), U.S. Department of Housing and Urban Development

("HUD"), Federal Housing Administration ("FHA"), various investors, non-agency securitization trustees and others subject us to periodic reviews and audits. This broad and extensive supervisory and enforcement oversight will continue to occur in the future. As a highly regulated business, the regulatory and legal requirements we face can change and may even become more restrictive. In turn, this could make our compliance responsibilities more complex. We are also subject to judicial and administrative decisions that impose requirements and restrictions on our business. Numerous U.S. federal regulatory consumer protection laws impact our business.

We are also subject to a variety of regulatory and contractual obligations imposed by credit owners, insurers and guarantors of the loans we originate or facilitate and/or service. This includes, but is not limited to, Fannie Mae, Freddie Mac, Ginnie Mae, FHFA, the Department of Veterans Affairs ("VA"), and the FHA/HUD. The Consumer Financial Protection Bureau ("CFPB"), established under the Dodd-Frank Act, directly and significantly influences the regulation of residential mortgage loan originations and servicing. The CFPB has rulemaking authority with respect to many of the federal consumer protection laws applicable to mortgage lenders and servicers, including Truth in Lending Act ("TILA"), Real Estate Settlement Procedures Act ("RESPA"), Equal Credit Opportunity Act ("ECOA"), Fair Credit Reporting Act ("FCRA"), and the Fair Debt Collection Practices Act. The CFPB has been active and continues to amend rules and regulations within its purview. We continue to work diligently to assess and understand the implications of the regulatory environment in which we operate and the regulatory changes that we are facing. We devote substantial resources to regulatory compliance, including operational and system costs, while at the same time striving to meet the needs and expectations of our clients.

Intellectual Property

We use a combination of proprietary and third-party intellectual property, all of which we believe maintain and enhance our competitive position and protect our products. Such intellectual property includes owned or licensed patents, patent applications, trademarks, and trademark applications. We enter into confidentiality, intellectual property invention assignment and/or non-competition and non-solicitation agreements or restrictions with our employees, independent contractors and business partners, and we strictly control access to and distribution of our intellectual property.

We have registered or are in the process of registering several trademarks related to our name, "Rocket", the names of our affiliated companies, and our "Rocket O" logo. We believe our name and logo are important brand identifiers for our shareholders and clients.

Cyclicality and Seasonality

The demand for financial transactions is affected by consumer demand for home loans and the market for buying, selling, financing and/or refinancing residential real estate, which in turn, is affected by the national economy, regional trends, property valuations, interest rates, and socio-economic trends and by state and federal regulations and programs which may encourage/accelerate or discourage/slow-down certain real estate trends.

Human Capital

Rocket Companies invests for the long term and places tremendous value in supporting our team members, clients and hometowns. Our ISMs are our DNA, compass and foundation. Our team members put the ISMs into action every day. The result is an empowered and passionate team aligned in a common mission.

As of December 31, 2022, we had approximately 18,500 team members all of whom are based in the United States and Canada.

As part of our talent strategy, we provide tools and resources to our team members that enable them to reach their full potential, build their own career paths, enhance their well-being and support their financial goals. Our team members have access to training and mentorship opportunities, specialized leadership programs and a variety of educational programs. These programs include ROCK Academy, our tuition assistance program, as well as our internal mobility program, THRIVE.

In 2022, the Company introduced LinkedIn Learning, an award-winning industry leader in online training with over 8,000 available courses covering a wide range of technical, business, software and creative topics. The Rock Academy provides team members the opportunity to access over 500 online academic programs and certificates from accredited colleges and universities that fit the schedule of working adults with 100% tuition assistance for select programs and up to \$5,250 for others. The program provides equitable access to post-secondary education for all eligible team members. Women comprise

65% of enrolled team members in the program and 44% of the team members enrolled are racially/ethnically diverse. As a result, 87% of team members indicated they have access to the learning and development needed to do their job well.

The Company strongly encourages collaboration, connection, and inclusion through participation in our Team Member Resource Networks. Our TMRNs are a community of team members cultivating a culture of belonging, engagement, and business impact in support of Rocket's mission, strategic objectives, and goals. Total membership in 2022 exceeded 10,000 team members across our 13 networks. To understand and improve team member retention and engagement, the Company surveys team members with the assistance of third-party consultants. In 2022, approximately 84% of our team members completed these engagement surveys. Based on these results, we are building a culture of inclusion where 86% of our team members feel they can be their authentic self at work.

We also actively provide and promote opportunities for our team members to share their voice and engage with our community. Based on engagement survey results, approximately 90% of our team members support the various ways the Company contributes to the community. In 2022, 73% of our team members participated in community volunteering or giving events. We are committed to fostering a diverse and inclusive workplace and we proactively recruit for and hire diverse talent across a wide range of candidates to achieve the highest performing teams. Our Diversity, Equity and Inclusion team is committed to fostering an inclusive environment built on open doors, open minds and an open culture rooted in trust. As a reflection of our commitment to prioritize our team members, Rocket Companies ranked #7 on Fortune Magazine's list of 100 Best Companies to Work For in 2022 and has ranked in the top-30 companies on the list for 19 consecutive years. Rocket Companies also ranked #1 on Fortune's list of the Best Workplaces in Financial Services & Insurance in both 2021 and 2022.

Available Information

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to reports filed or furnished pursuant to Section 13(a) of the Exchange Act are made available free of charge on or through our website at www.rocketcompanies.com as soon as reasonably practicable after such reports are filed with, or furnished to, the U.S. Securities and Exchange Commission ("SEC"). The information on our website is not, and shall not be deemed to be, part of this report or incorporated into any other filings we make with the SEC. The reports and the other documents we file with the SEC are available on the SEC's website at www.sec.gov.

From time to time, we may use our website as a channel of distribution of material information. Financial and other material information regarding the Company is routinely posted on and accessible at www.rocketcompanies.com. Our inaugural ESG (environmental, social and governance) report, can be accessed on ir.rocketcompanies.com.

Item 1A. Risk Factors

Risk Factors Summary

Our business is subject to a number of risks, including risks that may prevent us from achieving our business objectives or may adversely affect our business, financial condition, results of operations, cash flows and prospects. Risks that we deem material are described under “Risk Factors” in Item 1A of this report. These risks include, but are not limited to, the following:

- The success and growth of our business will depend upon our ability to adapt to and implement technological changes.
- Cyberattacks and other data and security breaches could result in serious harm to our reputation and adversely affect our business.
- Our products use software, hardware and services that may be difficult to replace or cause errors or failures of our products that could adversely affect our business.
- We are, and intend to continue, developing new products and services, and our failure to accurately predict their demand or growth could have an adverse effect on our business.
- We are required to make servicing advances that can be subject to delays in recovery or may not be recoverable in certain circumstances.
- We may be required to repurchase or substitute mortgage loans or MSRMs that we have sold, or indemnify purchasers of our mortgage loans or MSRMs.
- Fraud could result in significant financial losses and harm to our reputation.
- Loss of our key leadership could result in a material adverse effect on our business.
- We utilize vendors and service providers, including affiliates and other third parties, to deliver products and services to our clients. Their failure to perform to contractual agreements and our failure to effectively maintain a vendor oversight program could adversely affect our business.
- Our subsidiary, Rocket Loans, is a growing company that faces increased risks, uncertainties, expenses and difficulties due to its relatively limited operating history, its reliance on third party relationships and sources and the expansion of its lending technology to other products.
- Our Rocket Homes business model subjects us to challenges not faced by traditional real estate brokerages.
- We may be unable to make acquisitions and investments, successfully integrate acquired companies into our business, or our acquisitions and investments may not meet our expectations, any of which could adversely affect our business, financial condition, and results of operations.
- Negative public opinion could damage our brand and reputation which could adversely affect our business and earnings.
- Our risk management efforts may not be effective at mitigating potential losses resulting in increased costs or business disruption.
- We face intense competition that could adversely affect us.
- Our business is significantly impacted by interest rates. Changes in prevailing interest rates or U.S. monetary policies that affect interest rates have and may continue to have a detrimental effect on our business.

- A disruption in the secondary home loan market, including the mortgage-backed security ("MBS") market, could have a detrimental effect on our business.
- Regulation of title insurance rates could adversely affect our subsidiary, Amrock.
- We are subject to various legal actions that if decided adversely, could be detrimental to our business.
- If we cannot maintain our corporate culture, we could lose the innovation, collaboration and focus on the mission that contribute to our business.
- Our certificate of incorporation contains a provision renouncing our interest and expectancy in certain corporate opportunities.
- We are a "controlled company" within the meaning of the Exchange rules and, as a result, qualify for and intend to rely on exemptions from certain corporate governance requirements.
- The dual class structure of our common stock may adversely affect the trading market for our Class A common stock.

Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business, financial condition, results of operations and cash flows.

Risk Factors

In addition to risks and uncertainties in the ordinary course of business that are common to all businesses, important factors that are specific to our industry and the Company could have a material and adverse impact on our business, financial condition, results of operations and cash flows. You should carefully consider the risks described below and in our subsequent periodic filings with the SEC. The following risk factors should be read in conjunction with "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes in this Annual Report.

Risks Relating to Technology and Cybersecurity

The success and growth of our business, results of operations, financial condition and liquidity will depend upon our ability to adapt to and implement technological changes to meet our business needs and the changing demands of the market and our clients.

The markets for our services are characterized by constant technological changes, with frequent introductions of new technology-driven products and services. We rely on our proprietary technology to make our Rocket technology platform available to clients, evaluate loan applicants and service loans. In addition, we may increasingly rely on technological innovations as we introduce new products, expand our current products into new markets and continue to streamline various loan-related and lending processes. If we are unable to keep pace with technological change affecting the markets for our services or if we are unable to successfully innovate and continue to deliver a superior client experience, the demand for our products and services may decrease, we may be unable to attract clients and our growth and results of operations may be harmed.

The origination process is increasingly dependent on technology, and our business relies on our continued ability to process loan applications over the internet, accept electronic signatures, provide instant process status updates and other client- and loan applicant-expected conveniences. Maintaining and improving this technology will require significant capital expenditures.

Our dedication to incorporating technological advancements into our loan origination and servicing platforms requires significant financial and personnel resources. To the extent we are dependent on any particular technology or technological solution, we may be harmed if such technology or technological solution becomes non-compliant with existing industry standards, fails to meet or exceed the capabilities of our competitors' equivalent technologies or technological solutions, becomes increasingly expensive to service, retain and update, becomes subject to third party claims of intellectual property

infringement, misappropriation or other violation, or malfunctions or functions in a way we did not anticipate that results in loan defects potentially requiring repurchase and/or indemnification.

To operate our websites and apps, and provide our loan products and services, we use software packages from a variety of third parties, which are customized and integrated with our own custom developed code. If we are unable to integrate this software in a fully functional manner, we may experience increased costs and difficulties that could delay or prevent the successful development, introduction or marketing of new products and services.

There is no assurance that we will be able to successfully adopt new technology as critical systems and applications become obsolete and better ones become available. Additionally, if we fail to develop our websites and other technologies to respond to technological developments and changing client and loan applicant needs in a cost-effective manner, or fail to acquire, integrate, or interface with third party technologies effectively, we may experience disruptions in our operations, lose market share or incur substantial costs.

Cyberattacks, security breaches or a failure to comply with information security laws or regulations could result in serious harm to our reputation and adversely affect our business.

We are dependent on internal and external information technology networks and systems to securely collect, process, transmit and store electronic information. In the ordinary course of our business, we receive, process, retain and transmit proprietary information and sensitive or confidential data, including public and non-public personal information of our clients, loan applicants, and team members (collectively defined as “Rocket Information”). Despite devoting significant time and resources to ensure the integrity of our information technology systems, we may not be able to anticipate, detect or implement effective preventive measures against all cyberattacks, security breaches or unauthorized access of our information technology systems that support our business. The technology and other controls and processes designed to secure Rocket Information and to prevent, detect and remedy any unauthorized access to that information were designed to obtain reasonable, but not absolute, assurance that such information is secure and that any unauthorized access is identified and addressed appropriately. Such controls have not always detected, and may in the future fail to prevent or detect, unauthorized access to Rocket Information.

The techniques used to obtain unauthorized, improper, or illegal access to systems, third-party vendors, our clients’, loan applicants’ and team members’ data or to disable, degrade, or sabotage service are constantly evolving, and have become increasingly complex and sophisticated and therefore more challenging to prevent and/or detect. Security attacks can originate from a wide variety of sources, including third parties such as computer hackers, hackers, nation state-backed hackers or persons involved with organized crime or associated with external service providers. Those parties may also attempt to fraudulently induce clients, loan applicants, team members’ or other users of our systems to disclose sensitive information in order to gain access to our systems or data.

Cybersecurity risks for lenders have significantly increased in recent years. We, our clients and loan applicants, regulators and other third parties have been subject to, and are likely to continue to be the target of, cyberattacks. These cyberattacks could include computer viruses, malicious or destructive code, phishing attacks, ransomware, denial of service or information, improper access by team members or third party vendors or other security breaches that could result in the unauthorized release, gathering, monitoring, misuse, loss or destruction of Rocket Information, or otherwise materially disrupt our or our clients’ and loan applicants’ or other third parties’ network access or business operations.

Additionally, cyberattacks on local and state government databases and offices, including the rising trend of ransomware attacks, expose us to the risk of losing access to critical data and the ability to provide services to our clients, including but not limited, to issuing title insurance policies and closing on properties located in the affected counties or states.

Any penetration of our or our third party vendors’ information technology systems, or other misappropriation or misuse of Rocket Information, including identity theft, wire fraud, phishing attacks, ransomware, and business e-mail compromise, could cause interruptions in the operations of our businesses, financial loss to our clients or loan applicants, damage to our computers or operating systems and to those of our clients, loan applicants and counterparties, and subject us to increased costs, litigation, disputes, damages, and other liabilities. In addition, the foregoing events could result in violations of applicable privacy and other laws. If this information is inappropriately accessed and used by a third party or a team member for illegal purposes, we may be responsible to the affected individuals for any losses they may have incurred as a result of misappropriation. In such an instance, we may also be subject to regulatory action, investigation or liable to a governmental authority for fines or penalties associated with a lapse in the integrity and security of Rocket Information. We may be

required to expend significant capital and other resources to protect against and remedy any potential or existing security breaches and their consequences. In addition, our remediation efforts may not be successful and we may not have adequate insurance to cover these losses.

Security breaches could also significantly damage our reputation with existing and prospective clients and third parties with whom we do business. Any publicized security problems affecting our businesses and/or those of such third parties may negatively impact the market perception of our products and discourage clients from doing business with us.

Finally, the increased regularity of cyberattacks has prompted an increase in domestic and international laws and regulations aimed to protect data and other personal information. For example, the FTC recently promulgated a revised Safeguards Rule and the New York Department of Financial Services is engaged in cybersecurity rulemaking. In addition, there has been an uptick in third party claims stemming from cyberattacks. If we are unable to properly safeguard data or meet new or evolving applicable regulatory requirements, we could be subjected to substantial legal fees, judgments, fines and negative impacts on our brand.

Technology disruptions or failures, including a failure in our operational or security systems or infrastructure, or those of third parties with whom we do business, could disrupt our business, cause legal or reputational harm and adversely impact our results of operations and financial condition.

Many of our services are dependent on the secure, efficient, and uninterrupted operation of our technology infrastructure, including computer systems, related software applications and data centers, as well as those of certain third parties and affiliates. Our websites and computer/telecommunication networks must accommodate a high volume of traffic and deliver frequently updated, accurate and timely information. We have experienced, and may in the future experience, service disruptions and failures caused by system or software failure, fire, power loss, telecommunications failures, human error or misconduct, external attacks (e.g., computer hackers, hacktivists, nation state-backed hackers), denial of service or information, malicious or destructive code (e.g., ransomware, computer viruses and disabling devices), as well as natural disasters, health pandemics, strikes, and other similar events, and our contingency planning may not be sufficient for all situations. In addition, cyber security risks have increased following our transition into a hybrid in-person and remote workforce as our team members access our secure networks through their home networks. The implementation of technology changes and upgrades to maintain current and integrate new technology systems may also cause service interruptions. Any such disruptions could materially interrupt or delay our ability to provide services to our clients and loan applicants, and could also impair the ability of third parties to provide critical services to us.

If our operations are disrupted or otherwise negatively affected by a technology disruption or failure, this could result in material adverse impacts on our business. Our business interruption insurance may not be sufficient to compensate us for all losses that may result from interruptions in our service as a result of systems disruptions, failures, and similar events.

Our products use third party software, hardware and services that may be difficult to replace or have bugs or flags which could cause errors or failures of our products that could adversely affect our business.

We license third party software, utilize third party hardware and depend on services from various third parties for use in our products. Any disruption in service or the loss of the right to use any of the software or services provided to us by third parties could result in decreased functionality of our products or services until equivalent technology is either developed by us or, if available from another provider, is identified, obtained and integrated, which could adversely affect our business. In addition, any errors or defects in or failures of the software or services we rely on, whether maintained by us or by third parties, could result in errors or defects in our products or cause our products to fail, which could adversely affect our business and be costly to correct. Many of our third party providers attempt to impose limitations on their liability for such errors, defects or failures, and if enforceable, we may have additional liability that could harm our reputation and increase our operating costs.

We are reliant on internet search engines and app marketplaces to connect with consumers, and limitations on our ability to obtain new clients through those channels could adversely affect our business.

We rely on our ability to attract online consumers to our websites and web centers and convert them into loan applicants and clients in a cost-effective manner. We depend, in part, on search engines and other online sources for our website traffic. We are included in search results as a result of both paid search listings, where we purchase specific search terms that will result in the inclusion of our listing, and unpaid or algorithmic searches, which depend upon the searchable content on our sites. We

devote significant time and resources to digital marketing initiatives, such as search engine optimization, to improve our search result rankings and increase visits to our sites. These marketing efforts may prove unsuccessful due to a variety of factors, including increased costs to use online advertising platforms, ineffective campaigns and increased competition, as well as certain factors not within our control, such as a change to the search engine ranking algorithm.

Our internet marketing efforts depend on data signals from user activity on websites and services that we do not control, and changes to the regulatory environment around consumer and data privacy (including the California Consumer Privacy Act and its implementing regulations), third party mobile operating systems and browsers have impacted, and will continue to impact, the availability of such signals, which may adversely affect our digital marketing efforts. In particular, mobile operating system and browser providers have announced product changes as well as future plans to limit the ability of application developers to use these signals to target and measure advertising on their platforms. These developments have previously limited and are expected to limit our ability to target our marketing efforts, and any additional loss of such signals in the future may adversely affect our targeting capabilities and our marketing efforts.

We also rely on app marketplaces to connect users with our apps. These marketplaces may change in a way that negatively affects the prominence of or ease with which users can access our apps. If one or more of the search engines, app marketplaces or other online sources were to change in a way that adversely impacted our ability to connect with consumers, our business could suffer.

Some aspects of our Rocket technology platform include open source software, and any failure to comply with the terms of one or more of these open source licenses could adversely affect our business.

Certain aspects of our Rocket technology platform incorporate software covered by open source licenses, and we may continue to use such software in the future. The terms of various open source licenses have not been interpreted by U.S. courts, and there is a risk that such licenses could be construed in a manner that limits our use of the software, inhibits certain aspects of the platform or otherwise adversely affects our business operations. We may also face claims from others claiming ownership of, or seeking to enforce the terms of, an open source license, including by demanding release of the open source software, derivative works or our proprietary source code that was developed using such software. These claims could also result in litigation, require us to purchase a costly license or require us to devote additional research and development resources to change our software, any of which could adversely affect our business.

Some open source licenses subject licensees to certain conditions, including requiring licensees to make available source code for modifications or derivative works created based upon the type of open source software used for no or reduced cost, or to license the products that use open source software under terms that allow reverse engineering, reverse assembly or disassembly. If portions of our proprietary software are determined to be subject to an open source license, or if the license terms for the open source software that we incorporate change, we could be required to publicly release the affected portions of our source code, re-engineer all or a portion of our platform or otherwise change our business activities, each of which could reduce or eliminate the value of our platform and products and services. In addition to risks related to license requirements, the use of open source software can lead to greater risks than the use of third party commercial software because open source licensors generally make their open source software available “as-is” and do not provide indemnities, warranties or controls on the origin of the software.

Risks Related to Our Business and Operations

We are, and intend to continue, developing new products and services, and our failure to accurately predict their demand or growth could have an adverse effect on our business.

We are, and intend in the future to continue, investing significant resources in developing new tools, features, services, products and other offerings, including offerings of mortgage, other lending and financial products including offerings in the solar energy industry. Risks from our innovative initiatives include those associated with potential defects in the design and development of the technologies used to automate processes, misapplication of technologies, the reliance on data that may prove inadequate, and failure to meet client expectations, among others. As a result of these risks, we could experience increased claims, reputational damage, or other adverse effects, which could be material. Additionally, we can provide no assurance that we will be able to develop, commercially market and achieve acceptance of our new products and services. In addition, our investment of resources to develop new products and services may either be insufficient or result in expenses that are excessive in light of revenue actually originated from these new products and services.

The profile of potential clients using our new products and services may not be as attractive as the profile of the clients that we currently serve, which may lead to higher levels of delinquencies or defaults than we have historically experienced. Failure to accurately predict demand or growth with respect to our new products and services could have an adverse impact on our business, and there is always risk that these new products and services will be unprofitable, will increase our costs or will decrease our operating margins or take longer than anticipated to achieve target margins. Further, our development efforts with respect to these initiatives could distract management from current operations and could divert capital and other resources from our existing business. If we do not realize the expected benefits of our investments, our business may be harmed.

We may not be able to continue to grow our loan origination business or effectively manage significant increases in our loan production volume, both of which could negatively affect our reputation and business, financial condition, and results of operations.

Our mortgage loan origination business consists of providing purchase money loans to homebuyers and refinancing existing loans. The origination of purchase money mortgage loans is greatly influenced by traditional business clients in the home-buying process such as realtors and builders. As a result, our ability to secure relationships with such traditional business clients will influence our ability to grow our loan origination business. Historically, our originations have skewed more towards refinancing, especially relative to the overall origination market, and our market share has been, and may in the future be, adversely affected by conditions in the overall origination market, including elevated interest rates and purchase originations accounting for a majority of the mortgage market. These conditions have adversely affected our business in the past, and if these conditions continue or worsen or if we are unable to increase our share of purchase originations, our market share and results of operations could be further adversely affected. Our loan origination business also operates through third party mortgage brokers who operate more locally and routinely work with realtors and builders, but who are not contractually obligated to do business with us. Further, our competitors also have relationships with these brokers and actively compete with us in our efforts to expand our broker networks. We may not be successful in maintaining our existing relationships or expanding our broker networks. Our production and consumer direct lending operations are subject to overall market factors that can impact our ability to grow our loan production volume. For example, increased competition from new and existing market participants, reductions in the overall level of refinancing activity, slow growth in the level of new home purchase activity, lack of affordable housing, or inadequate inventory of homes for sale can impact our ability to continue to grow our loan production volumes, and as such we have been and may in the future be forced to modify our cost structure or accept lower margins in our respective businesses in order to continue to compete and keep our volume of activity consistent with past or projected levels. If we are unable to continue to grow our loan origination business, this could adversely affect our business.

On the other hand, we may experience significant growth in our mortgage loan volume and MSR's. But if we do not effectively manage our growth through the deployment of resources including processes, technology and personnel, the quality of our services could suffer, which could negatively affect our brand and operating results.

We are required to make servicing advances that can be subject to delays in recovery or may not be recoverable in certain circumstances.

During any period in which one of our clients is not making payments on a loan we service, including in certain circumstances where a client prepays a loan, we are required under most of our servicing agreements to advance our own funds to meet contractual principal and interest remittance requirements, pay property taxes and insurance premiums, legal expenses and other protective advances ("payment advances"). If home values rise we may be required to advance greater amounts of property taxes and insurance premiums. We also advance funds to maintain, repair and market real estate properties. In certain situations, we may elect to make certain payment advances knowing that we may not be reimbursed. In addition, in the event a loan serviced by us becomes delinquent, or to the extent a mortgagor under such loan is allowed to enter into a forbearance by applicable law, regulation, or investor/insurer guidelines, the repayment to us of any payment advance related to such events may be delayed until the loan is repaid or refinanced or liquidation occurs. A delay in our ability to collect a payment advance may adversely affect our liquidity, and our inability to be reimbursed for a payment advance could be detrimental to our business. Defaults might increase due to a deterioration in the macro economy and as the loans in our servicing portfolio get older, which may increase our costs of servicing and could be detrimental to our business.

As part of the response to the COVID-19 pandemic, the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") allows borrowers to request a mortgage forbearance. Mortgage servicers are contractually bound to advance monthly payments to investors, insurers, and taxing authorities regardless of whether the borrower actually makes those payments.

The temporary period of forbearance offered for clients unable to pay on certain mortgage loans pursuant to the CARES Act may also increase the number of loans on which we must advance our own funds to meet payment advances. Further, other forbearance legislation or regulation, such as part of a natural disaster response, could also increase the number of loans on which we must make such payment advances. With specific regard to the COVID-19 pandemic, federal regulatory or GSE-specific relief on servicing advance obligations provided to mortgage loan servicers has so far been limited to GSE-eligible mortgage loans, leaving out any non-GSE mortgage loan products such as jumbo mortgage loans. Federal or state statutes, regulations or guidance may broaden the scope of relief to non-GSE loans or mandate automatic forbearances. Approximately 0.39% of our serviced loans are in forbearance as of December 31, 2022.

With delinquent VA guaranteed loans, the VA guarantee may not make us whole on losses or payment advances we may have made on the loan. If the VA determines the amount of the guarantee payment will be less than the cost of acquiring the property, it may elect to pay the VA guarantee and leave the property securing the loan with us (a “VA no-bid”). If we cannot sell the property for a sufficient amount to cover amounts outstanding on the loan we will suffer a loss which may, on an aggregate basis and if the percentage of VA no-bids increases, have a detrimental impact on our business and financial condition.

In addition, for certain loans sold to Ginnie Mae, we, as the servicer, have the unilateral right to repurchase any individual loan in a Ginnie Mae securitization pool if that loan meets defined criteria, including being delinquent greater than 90 days. Once we have the unilateral right to repurchase the delinquent loan, we have effectively regained control over the loan and we must recognize the loan on our balance sheet and recognize a corresponding financial liability. Any significant increase in required servicing advances or delinquent loan repurchases could have a significant adverse impact on our cash flows, even if they are reimbursable, and could also have a detrimental effect on our business and financial condition.

Our counterparties may terminate our servicing rights and subservicing contracts under which we conduct servicing activities.

The majority of the mortgage loans we service are serviced on behalf of Fannie Mae, Freddie Mac and Ginnie Mae (collectively defined as “GSEs”). These entities establish the base service fee to compensate us for servicing loans as well as the assessment of fines and penalties that may be imposed upon us for failing to meet their respective servicing standards.

As is standard in the industry, under the terms of our master servicing agreements with the GSEs, the GSEs have the right to terminate us as servicer of the loans we service on their behalf at any time and also have the right to cause us to sell the MSRs to a third party. In addition, failure to comply with servicing standards could result in termination of our agreements with the GSEs with little or no notice and without any compensation. If any of Fannie Mae, Freddie Mac or Ginnie Mae were to terminate us as a servicer, or increase our costs related to such servicing by way of additional fees, fines or penalties, such changes could have a material adverse effect on the revenue we derive from servicing activity, as well as the value of the related MSRs. These agreements, and other servicing agreements under which we service mortgage loans for non-GSE loan purchasers, also require that we service in accordance with GSE servicing guidelines, contain financial covenants and permit termination if we are terminated as an approved servicer by a GSE. Under our subservicing contracts, the primary servicers for which we conduct subservicing activities have the right to terminate our subservicing rights with or without cause, with little notice and little to no compensation. If we were to have our servicing or subservicing rights terminated on a material portion of our servicing portfolio, this could adversely affect our financial results.

A failure to maintain the ratings assigned to us by a rating agency could have an adverse effect on our business, financial condition and results of operations.

Our mortgage origination and servicing platforms, as well as Rocket Mortgage’s outstanding unsecured senior notes and outstanding securitization transactions that are composed of our mortgage loan products, are routinely rated by national rating agencies for various purposes. These ratings are subject to change without notice. Any downgrade of our ratings could restrict our access to sources of capital on terms satisfactory to us or at all, increase the cost of any debt or equity financing, and be detrimental to our business.

Our origination and servicing businesses and operating results may be adversely impacted due to a decline in market share for our origination business, a decline in repeat clients and an inability to recapture loans from borrowers who refinance.

If our loan origination business loses market share, loan originations otherwise decrease or the loans in our servicing portfolio are repaid or refinanced at a faster pace than expected, we may not be able to maintain or grow the size of our servicing portfolio, as our servicing portfolio is subject to “run-off” (i.e., mortgage loans serviced by us may be repaid at maturity, prepaid prior to maturity, refinanced with a mortgage not serviced by us, liquidated through foreclosure, deed-in-lieu of foreclosure, or other liquidation process, or repaid through standard amortization of principal). As a result, our ability to maintain the size of our servicing portfolio depends on our ability to originate loans with respect to which we retain the servicing rights.

Additionally, in order for us to maintain or improve our operating results, it is important that we continue to extend loans to returning clients who have successfully repaid their previous loans at a pace substantially consistent with the market. Our repeat loan rates may decline or fluctuate as a result of our expansion into new products and markets, because our clients are able to obtain alternative sources of funding, or because new clients we acquire in the future may not be as loyal as our current client base. Furthermore, clients who refinance have no obligation to refinance their loans with us and may choose to refinance with a different originator. If borrowers refinance with a different originator, this decreases the profitability of our MSRMs because the original loan will be repaid, and we will not have an opportunity to earn further servicing fees after the original loan is repaid. If we are not successful in recapturing our existing loans that are refinanced, our MSRMs may become increasingly subject to run-off, and in order to maintain our servicing portfolios at consistent levels we may need to purchase additional MSRMs on the open market to add to our servicing portfolio, which could increase our costs and risks and decrease the profitability of our servicing business.

We depend on our ability to sell loans in the secondary market to a limited number of investors and to the GSEs, and to securitize our loans into Mortgage Backed Securities (MBS) through the GSEs and Ginnie Mae. If our ability to sell or securitize mortgage loans is impaired, we may not be able to originate mortgage loans.

Substantially all of our loan originations are sold into the secondary market. We securitize loans into MBSs through Fannie Mae, Freddie Mac and Ginnie Mae. Loans originated outside of Fannie Mae, Freddie Mac, and the guidelines of the FHA (as defined below), United States Department of Agriculture (“USDA”), or VA (for loans securitized with Ginnie Mae) are sold to private investors and mortgage conduits, including our loan securitization company, Woodward Capital Management LLC, which primarily securitizes such non-GSE loan products. For further discussion, see “- Risks Relating to the Financial and Macroeconomic Environment - *Our business is highly dependent on Fannie Mae and Freddie Mac and certain U.S. government agencies, and any changes in these entities or their current roles could be detrimental to our business.*”

The gain recognized from sales in the secondary market represents a significant portion of our revenue and net earnings. A decrease in the prices paid to us upon sale of our loans could be detrimental to our business, as we are dependent on the cash generated from such sales to fund our future loan closings and repay borrowings under our loan funding facilities. If it is not possible or economical for us to complete the sale or securitization of certain of our loans held for sale, we may lack liquidity to continue to fund additional loan originations and our revenue and margins on new loan originations could be materially and negatively impacted.

Further, there may be delays in our ability to sell future mortgage loans which we originate, or there may be a market shift that causes buyers of our non-GSE products—including jumbo mortgage loans, closed-end home equity loans and other non-qualified mortgage products—to reduce their demand for such products. These market shifts can be caused by factors outside of our control including, but not limited to macroeconomic changes, market shifts and changes in investor liquidity, availability, or appetite for such non-GSE products. Delays in the sale of mortgage loans, increased borrowing costs or increased hedge risk also increase our exposure to market risks, which could adversely affect our profitability on sales of loans. Any such delays or failure to sell loans could be materially adverse to our business.

We may be required to repurchase or substitute mortgage loans or MSRMs that we have sold, or indemnify purchasers of our mortgage loans or MSRMs.

We make representations and warranties to purchasers when we sell them a mortgage loan or an MSR, including in connection with our MBS securitizations. If a mortgage loan or MSR does not comply with the representations and warranties that we made with respect to it at the time of its sale, we could be required to repurchase the loan or MSR, replace

it with a substitute loan or MSR and/or indemnify secondary market purchasers for applicable losses. If this occurs, we may have to bear any associated losses directly, as repurchased loans typically can only be resold at a steep discount to their repurchase price, if at all. We also may be subject to claims by purchasers for repayment of a portion of the premium we received from such purchaser on the sale of certain loans or MSRs if such loans or MSRs are repaid in their entirety within a specified time period after the sale of the loan. As of December 31, 2022, we had accrued \$110.1 million in connection with our reserve for repurchase and indemnification obligations. Actual repurchase and indemnification obligations could materially exceed the reserves we have recorded in our financial statements. Any significant repurchases, substitutions, indemnifications or premium recapture could be detrimental to our business.

Additionally, we may not be able to recover amounts from some third parties from whom we may seek indemnification or against whom we may assert a loan repurchase demand in connection with a breach of a representation or warranty due to financial difficulties or otherwise. As a result, we are exposed to counterparty risk in the event of non-performance by counterparties to our various contracts, including, without limitation, as a result of the rejection of an agreement or transaction in bankruptcy proceedings, which could result in substantial losses for which we may not have insurance coverage.

Our underwriting may not accurately predict the likelihood of default for all loans, which can result in substantial losses that could adversely affect our financial condition.

We originate mortgage loans according to GSE and regulatory guidelines, as applicable to the related mortgage loan product, using automated underwriting engines from Fannie Mae and Freddie Mac that predict a borrower's ability and willingness to pay. Despite these standards, our underwriting guidelines may not always correlate with, or accurately predict, the underlying mortgage defaults. A client's ability to repay their loan may be adversely impacted by numerous factors, including a change in the borrower's employment, financial condition or other negative local or macroeconomic conditions. Deterioration in a client's financial condition and prospects may be accompanied by deterioration in the value of the collateral for the loan.

Self-employed clients may be more likely to default on their loans than salaried or commissioned clients and generally have less predictable income. In addition, many self-employed clients are small business owners who may be personally liable for their business debt. Deterioration in self-employed clients' businesses or economic changes may result in increased defaults on the loans we originate or service.

Some of the loans we originate or acquire have been, and in the future could be, made to clients who do not live in the mortgaged property. These loans secured by rental or investment properties tend to default more than loans secured by properties regularly occupied or used by the client. In a default, clients not occupying the mortgaged property may be more likely to abandon the property, increasing our financial exposure.

The above referenced loans may be more expensive to service because they require more frequent interaction with clients and greater monitoring and oversight. Additionally, these higher-risk loans may be subject to increased scrutiny by state and federal regulators and lead to higher compliance and regulatory costs, which could result in a further increase in servicing costs. We may not be able to pass along any of the additional expenses we incur in servicing these higher-risk loans to our servicing clients or the related investors. The greater cost of servicing higher-risk loans could adversely affect our business, financial condition and results of operations.

We rely upon the accuracy and completeness of information about borrowers and any misrepresented information or fraud could result in significant financial losses and harm to our reputation.

We use automated underwriting engines from Fannie Mae and Freddie Mac to assist us in determining if a loan applicant is creditworthy, as well as other proprietary and third party tools and safeguards to detect and prevent fraud. We are unable, however, to prevent every instance of fraud that may be engaged in by our clients or team members, and any seller, real estate broker, notary, settlement agent, appraiser, title agent, or third party originator that misrepresents facts about a loan, including the information contained in the loan application, property valuation, title information and employment and income documentation submitted with the loan application. If any of this information was intentionally or negligently misrepresented and such misrepresentation was not detected prior to the acquisition or closing of the loan, the value of the loan could be significantly lower than expected, resulting in a loan being approved in circumstances where it would not have been, had we been approved if provided with accurate data. A loan subject to a material misrepresentation is typically unsalable or subject to repurchase if it is sold before detection of the misrepresentation. In addition, the persons and entities making a

misrepresentation are often difficult to locate and it is often difficult to collect from them any monetary losses we have suffered.

Additionally, we continue to develop and expand our use of internet and telecommunications technologies (including mobile devices) to offer our products and services. These new mobile technologies may be more susceptible to the fraudulent activities of computer hackers, organized criminals, perpetrators of fraud, and others. Our resources, technologies and fraud prevention tools may be insufficient to accurately detect and prevent fraud on this channel. The technology and other controls and processes we have created to help us identify misrepresented information in our loan origination operations were designed to obtain reasonable, not absolute, assurance that such information is identified and addressed appropriately. Accordingly, such controls may fail to detect all misrepresented information in our loan origination operations.

High profile fraudulent activity also could negatively impact our brand and reputation, which could impact our business. In addition, certain fraudulent activity could lead to regulatory intervention and/or increased oversight, which could increase our costs and negatively impact our business.

Failure of vendors to perform to contractual agreements embedded in our products and services and our failure to effectively oversee vendor operations could adversely affect our business.

We contract with vendors and service providers, including affiliates and other third parties, who perform services for us or to whom select functions are delegated. Our arrangements with vendors and service providers may disrupt or degrade our operations if they fail to satisfy their obligations to us or if they were to stop providing services to us either on a temporary or permanent basis. We may be unable to replace these vendors and service providers in a timely and efficient manner, on similar terms, or at all.

In addition, our vendors and service providers may fail to operate in compliance with applicable laws, regulations, and rules. Failure to effectively maintain a vendor oversight program may not adequately mitigate risks of noncompliance with applicable laws and may negatively impact our business. Despite our reasonable efforts to monitor our vendors and service providers with which we transact business, there is no guarantee that they will comply with their contractual obligations as agreed to. Failure to ensure compliance of our vendors could result in fines, penalties or other liability for errors and omissions by these vendors and service providers.

Rocket Loans is a growing company that faces increased risks, uncertainties, expenses and difficulties due to its relatively limited operating history, its reliance on third party relationships and sources and the expansion of its lending technology to other products.

Our Rocket Loans business has a relatively limited operating history at its current scale, and has encountered and will continue to encounter risks, uncertainties, expenses and difficulties, including navigating the complex and evolving regulatory and competitive environments, increasing its number of clients, developing technology solutions related to lending, and increasing its lending product offering and volume. If we are not able to timely and effectively address these requirements, our business may not be able to scale or grow profitably. Specific risks include:

- Other than for select loans which are originated on our platform, Rocket Loans is reliant on a third party relationship with Cross River Bank, a New Jersey state-chartered bank that offers a variety of consumer and commercial financing programs to originate loans. Cross River Bank leverages Rocket Loans' technology and support services to facilitate all other aspects of the lending services related to such loans. Cross River Bank must comply with various federal, state and other laws and third party relationships with certain investors that have committed to purchase loans upon origination pursuant to agreements that contain certain conditions and terminate within one to three years. If Rocket Loans is unable to maintain its relationship with Cross River Bank, or if Cross River Bank were to suspend or cease its operations, we would need to implement a substantially similar arrangement with another issuing bank, obtain additional state licenses or curtail Rocket Loans' operations. Our agreements with Cross River Bank are non-exclusive and do not prohibit Cross River Bank from working with our competitors or from offering competing services. We could in the future have disagreements or disputes with Cross River Bank, which could negatively impact or threaten our relationship.
- Rocket Loans relies on third party sources, including credit bureaus, for credit, identification, employment and other relevant information in order to review and select qualified borrowers and sufficient investors. If this information becomes unavailable, becomes more expensive to access or is incorrect, our personal lending business may be harmed.

- Rocket Loans has licensed its technology and plans to license its technology in the future. Such licensing arrangements, by their nature, increase risks to the company of a partner claiming Rocket Loans breached its licensing agreement or the technology otherwise did not meet the client's expectations. If this happened, Rocket Loans could also face negative press or reputational harm.
- Rocket Loans is also planning to expand its lending technology to other products. Depending on the relationship, Rocket Loans may become reliant on third parties to provide the systems needed to drive sales of new product offerings. Reliance on such third parties outside of our control will increase the risk that such third parties will fail to adhere to the terms of any agreements with us or provide satisfactory services and products to consumers, which may cause complaints from consumers or negative press and have a detrimental effect on our business. There can be no guarantee that Rocket Loans will be successful in expanding its lending technology to other products.

If the credit decisioning and scoring models used by Rocket Loans contain errors or are otherwise ineffective, our reputation and relationships with borrowers and investors could be harmed and our market share could decline.

Rocket Loans has created and uses credit decisioning and scoring models that assign each loan a grade and a corresponding interest rate. These credit decisioning and scoring models are based on algorithms that evaluate a number of factors, including behavioral data, transactional data and employment information, which may not effectively predict future loan losses. If Rocket Loans is unable to effectively segment borrowers into relative risk profiles, it may be unable to offer attractive interest rates for borrowers and returns for investors in the loans. These algorithms are refined based on new data and changing macroeconomic conditions. If any of these credit decisioning and scoring models contain programming or other errors, are ineffective or the data provided by borrowers or third parties is incorrect or stale, or if we are unable to obtain the data from borrowers or third parties, our loan pricing and approval process could be negatively affected, resulting in mispriced or misclassified loans or incorrect approvals or denials of loans. Moreover, certain legislators and regulators have expressed concerns about using algorithms and/or artificial intelligence in the consumer finance space as they see potential for discrimination or other non-compliance with existing legal requirements, which may result in increased regulatory oversight, new rulemaking, and/or a prohibition on the use of such technology.

The personal loans and solar loans provided by Rocket Loans involve risk of default and may be subject to the availability and interest of third parties to provide loan funding.

A client's ability to repay their personal loans and solar loans can be negatively impacted by increases in their payment obligations to other lenders under mortgage, credit card and other loans resulting from increases in base lending rates or structured increases in payment obligations. If a client defaults on a personal or solar loan, we may be unsuccessful in our efforts to collect the amount of the loan. As such, our partner bank Cross River Bank could decide to originate fewer personal loans and Rocket Loans could decide to originate fewer solar loans on our platform and there could be less demand in the secondary market for loans originated through the RocketLoans.com site. Additionally, personal loans made through our Rocket Loans platform are not secured by any collateral, not guaranteed or insured by any third party and not backed by any governmental authority in any way. We are therefore limited in our ability to collect on these loans if a client is unwilling or unable to repay them. Although solar loans are secured with security filings, we may be limited in our ability to recover any collateral supporting such loans due to the possibility that the solar energy system may become a fixture to the real property. The unsecured personal loans are also short-term loans and are subject to risks of defaults, bankruptcies, fraud, and losses. Special hazard losses that are not covered by standard hazard insurance and any default on our solar loans could have a detrimental impact to Rocket Loan's financial results. An increase in defaults precipitated by the risks and uncertainties associated with the above operations and activities could have a detrimental effect on our business.

Our Rocket Homes business model subjects us to challenges not faced by traditional real estate brokerages.

One of our subsidiaries, Rocket Homes, competes with traditional real estate brokerages while also facing expanded risks not faced by traditional brokerages. Rocket Homes' core business is the referral of homebuyers, who have been prequalified for a mortgage by Rocket Mortgage or another lender, to a network of third party partner real estate agents that assist those homebuyers in the purchase of their new home. In addition, a new component of our Rocket Homes business is listing and selling homes directly for a fee that is typically less than what a traditional brokerage would charge. In both our core referral business and in our efforts to list and sell homes from our centralized location, Rocket Homes and our agents are required to be licensed and comply with the requirements governing the licensing and conduct of real estate brokerage and brokerage-related businesses in the markets where we operate. Rocket Homes also operates a website for searching property listings and

connecting with our partner agents. The listing data is provided via license from approximately 200 Multiple Listing Service (“MLS”), and we must also comply with the contractual obligations and restrictions from each MLS in order to access and use its listings data. Because of this multifaceted business model, we face additional challenges that include: improper actions by our partner agents beyond our control that subject us to reputational, business or legal harms; failure to comply with the requirements governing the licensing and conduct of real estate brokerage and brokerage-related businesses, which could result in penalties or the suspension of operations; increases in competition in the residential brokerage industry that reduce profitability; continuing low home inventory levels that reduce demand; or a restriction or termination of our access to and use of listings data.

Our subsidiary, Core Digital Media, may experience a rise in costs related to its digital media operations and may be unable to profitably generate client leads, negatively affecting our business.

Our subsidiary, Core Digital Media, is an online marketing and client lead acquisition platform that conducts its marketing efforts exclusively through the use of digital media. If Core Digital Media experiences an increase in its costs related to digital media marketing or online advertising, it may be unable to maintain its amount and quality of leads for mortgage origination. Furthermore, in the face of higher costs per lead, Core Digital Media may be unable to effectively manage its pricing strategy and revenue opportunities, and could experience a decline in profitability that may adversely affect our business. Expanded publisher privacy restrictions may impact the overall effectiveness and operations of media targeting. Additionally, expansion into client inquiry acquisition in the Canadian marketplace will expose Core Digital Media to new national and provincial Canadian privacy, data, and financial services regulations, which may lead to increases in Core Digital Media’s cost of compliance with applicable regulations and therefore increase its costs related to marketing, advertising, and developing leads.

We may be unable to make acquisitions and investments, successfully integrate acquired companies into our business, or our acquisitions and investments may not meet our expectations, any of which could adversely affect our business, financial condition, and results of operations.

We have acquired, and may in the future acquire or make investments in, new or complementary businesses (including Rocket Money (formerly known as Truebill)), technologies, services or products. The risks associated with acquisitions include, without limitation:

- Unanticipated costs or liabilities associated with such acquisitions, including claims related to the acquired company, its product offerings, or technology;
- The business and assets we acquire or make investments in may not perform at the levels we expect, resulting in an inability to generate sufficient revenue from the acquired entity or investment to offset acquisition or investment costs;
- Unanticipated complexity in accounting, internal controls or regulatory requirements;
- Unanticipated reductions in goodwill or other intangible assets acquired resulting in a financial write off or impairments;
- Delays in fully integrating newly acquired businesses and assets into our business could cause our business to suffer from inefficiencies, which may result in reputational harm;
- Use of substantial portions of our available cash, the incurrence of debt or the issuance of equity to consummate the acquisition;
- Inability to maintain relationships with customers and partners of the acquired entities;
- Reliance on the accuracy of information provided by third party targets and the advice of third party advisors could result in ineffective due diligence on target entities leading to increased risks and failure to identify potential challenges;
- Harm to our existing business relationships with business partners as a result of the acquisition or investment;

- Challenges maintaining quality and security standards within acquired entities consistent with our best practices;
- Inability to identify functional or security vulnerabilities in acquired technology;
- The need to integrate or implement additional controls, procedures, and policies;
- Inability to achieve anticipated synergies or unanticipated difficulty with post-acquisition integration into our corporate culture and operations;
- Diversion of management, team member, or other resources (personnel or finances) that are needed in other parts of our business;
- Potential that we overpaid for the newly acquired business or assets or that the economic conditions underlying our acquisition decision have changed;
- Potential loss of key team members;
- Disputes and/or negative results may arise out of earn-outs, escrows, and other arrangements related to an acquisition of a company; and
- Disputes may arise between our company and shareholders of a company in which we invested relating to the governance or operations of the company.

Any of the foregoing could adversely affect our business, financial condition, and results of operations.

Expansion of our mortgage business into Canada could subject us to risks and expenses that could adversely impact our business.

We have evaluated, and continue to evaluate, potential expansion outside of the United States. In 2018, we invested in Lendesk, a Canadian technology company that offers services to the mortgage industry. Since 2020, we have invested in Edison Financial, a Canadian mortgage business, which was renamed to Rocket Mortgage Canada in 2022. As a result of these investments, we hold a controlling interest in each of Lendesk and Rocket Mortgage Canada.

As we expand into Canada, our operations are subject to a variety of risks, including fluctuations in currency exchange rates, increasing global interest rates, unexpected changes in legal and regulatory requirements, political, economic and civil instability and investment restrictions or requirements, potentially adverse tax consequences, and difficulty in complying with foreign laws and regulations, as well as U.S. laws and regulations that govern foreign activities, such as the U.S. Foreign Corrupt Practices Act. Economic uncertainty in Canada could negatively impact our operations in those areas.

Any occurrences of the risks associated with our Canadian operations and related expansion could adversely affect our business, reputation and ability to further expand internationally.

Negative public opinion could damage our brand and reputation, which could adversely affect our business and earnings.

We are highly dependent on the perception and recognition of the Rocket brand in order to attract new clients. Negative public opinion can result from our actual or alleged conduct in any number of activities, including loan origination, loan servicing, debt collection practices, negative events (e.g., data breaches, executive misconduct, violations of law, etc.) corporate governance and other activities, such as the lawsuits against us. Negative public opinion could also result from actions taken by government regulators and community organizations in response to our activities, from consumer complaints, including in the CFPB complaints database, and from media coverage, whether accurate or not. Our ability to attract and retain clients is highly dependent upon the external perceptions of our level of service, trustworthiness, business practices, financial condition and other subjective qualities. Negative perceptions or publicity regarding these matters—even if related to seemingly isolated incidents, or even if related to practices not specific to the origination or servicing of loans, such as debt collection—could erode trust and confidence and damage our reputation among existing and potential clients. In turn, this could decrease the demand for our products, increase regulatory scrutiny and detrimentally affect our business. Additionally, recently consumer advocacy groups and some media reports have advocated governmental action prohibiting or placing severe restrictions on non-bank consumer loans. If the negative characterization of independent mortgage loan

originators is accepted by legislators and regulators we could become subject to more restrictive laws and regulations, or if accepted by consumers we could face significant decreases in demand for our consumer loan products.

Terrorist attacks and other acts of violence or war may affect the lending industry generally and our business, financial condition and results of operations.

The terrorist attacks on September 11, 2001 disrupted the U.S. financial markets, including the real estate capital markets, and negatively impacted the U.S. economy in general. Any future terrorist attacks, the anticipation of any such attacks, the consequences of any military or other response by the United States and its allies, and other armed conflicts, including the current war in Ukraine, and geopolitical events stemming from such conflicts, could cause consumer confidence and spending to decrease or result in increased volatility in the United States and worldwide financial markets and economy. The economic impact of these events could also adversely affect the credit quality of some of our loans and investments and the properties underlying our interests.

If such events lead to a prolonged economic slowdown, recession or declining real estate values, they could impair the performance of our investments and harm our financial condition and results of operations, increase our funding costs, limit our access to the capital markets or result in a decision by lenders not to extend credit to us. In addition, the activation of additional U.S. military reservists or members of the National Guard may significantly increase the proportion of mortgage loans whose interest rates are reduced by application of the Service Members Civil Relief Act (the “Relief Act”) or similar state or local laws. As a result, any such attacks or armed conflicts may adversely impact our performance.

Our business is subject to the risks of earthquakes, fires, floods and other natural catastrophic events and to interruption by man-made issues such as strikes.

Our systems and operations are vulnerable to damage or interruption from earthquakes, fires, floods, power losses, telecommunications failures, strikes, health pandemics and similar events. For example, a significant natural disaster in Detroit, such as an earthquake, fire or flood, could have a material adverse impact on our business, operating results and financial condition, and our insurance coverage may be insufficient to compensate us for losses that may occur. Disease outbreaks have occurred in the past (including severe acute respiratory syndrome, or SARS, avian flu, H1N1/09 flu and COVID-19) and any prolonged occurrence of infectious disease or other adverse public health developments could have a material adverse effect on the macro economy and/or our business operations. In addition, strikes and other geopolitical unrest could cause disruptions in our business and lead to interruptions, delays or loss of critical data. These types of catastrophic events could also affect our loan servicing costs, increase our recoverable and our non-recoverable servicing advances, increase servicing defaults due to impacted clients and negatively affect the value of our MSRs. We may not have sufficient protection or recovery plans in certain circumstances, such as natural disasters affecting the Detroit, Phoenix, Cleveland or Charlotte areas, and our business interruption insurance may be insufficient to compensate us for losses that may occur.

Our risk management efforts may not be effective at mitigating potential losses resulting in increased costs or business disruption.

We could incur substantial losses and our business operations could be disrupted if we are unable to effectively identify, manage, monitor, and mitigate financial risks, such as credit risk, interest rate risk, prepayment risk, liquidity risk, and other market-related risks, as well as operational and legal risks related to our business, assets, and liabilities. We also are subject to various laws, regulations and rules that are not industry specific, including employment laws related to team member hiring and termination practices, health and safety laws, environmental laws and other federal, state and local laws, regulations and rules in the jurisdictions in which we operate. Our risk management policies, procedures, and techniques may not be sufficient to identify all of the risks to which we are exposed, mitigate the risks we have identified, or identify additional risks to which we may become subject in the future. Expansion of our business activities may also result in our being exposed to risks to which we have not previously been exposed or may increase our exposure to certain types of risks, and we may not effectively identify, manage, monitor, and mitigate these risks as our business activities change or increase.

We face intense competition that could adversely affect us.

Competition in the mortgage and other consumer lending space is intense. In addition, the mortgage and other consumer lending business has experienced substantial consolidation. Some of our competitors may have more name recognition and greater financial and other resources than we have (including access to capital). Other of our competitors, such as

correspondent lenders who originate mortgage loans using their own funds, may have more operational flexibility in approving loans. Additionally, we operate at a competitive disadvantage to U.S. federal banks and thrifts and their subsidiaries because they enjoy federal preemption and, as a result, conduct their business under relatively uniform U.S. federal rules and standards and are generally not subject to the laws of the states in which they do business (including state “predatory lending” laws). Unlike our federally chartered competitors, we are generally subject to all state and local laws applicable to lenders in each jurisdiction in which we originate and service loans. To compete effectively, we must have a very high level of operational, technological, legal, compliance, and managerial expertise, as well as access to capital at a competitive cost.

Competition in our industry can take many forms, including the variety of loan programs being made available, interest rates and fees charged for a loan, convenience in obtaining a loan, client service levels, the amount and term of a loan, and marketing and distribution channels. In addition, our competitors seek to compete aggressively on the basis of pricing factors. To the extent that we match competitors’ lower pricing, we may experience lower gain on sale margins. Fluctuations in interest rates and general economic conditions may also affect our competitive position. During periods of rising rates, competitors that have locked in low borrowing costs may have a competitive advantage.

Furthermore, the cyclical decline in the industry’s overall level of originations and decreased demand for loans due to the higher interest rate environment, have led, and may in the future lead, to increased competition for the remaining loans. Any increase in these competitive pressures could be detrimental to our business.

Environmental, social and governance (“ESG”) issues may have an adverse effect on our business, financial condition and results of operations and damage our reputation.

Clients, investors and other stakeholders are increasingly focused on ESG practices, including our efforts with respect to global talent, cybersecurity, data privacy and protection and climate change. If we do not adapt to and comply with new laws and regulations or changes to legal or regulatory requirements concerning ESG matters, or fail to meet rapidly evolving investor, industry or stakeholder expectations and standards, or if we are perceived to have not responded appropriately to growing concerns with respect to ESG issues, our reputation may be harmed, clients may choose to refrain from using our products and services, and our business or financial condition may be adversely affected.

We recognize the inherent risks related to weather and the climate wherever our business is conducted. Our primary locations may be vulnerable to extreme weather conditions which may disrupt our business and may cause us to experience additional costs to maintain or resume operations and higher attrition. In addition, current and emerging legal and regulatory requirements with respect to climate change policies and other aspects of ESG (e.g., disclosure requirements) may result in increased compliance requirements on our business, which may increase our operating costs and cause disruptions in our operations.

Rocket Auto’s business model continues to evolve and its ability to grow is dependent on service providers and strategic partners.

Rocket Auto’s success depends upon its relationships with third party service providers and strategic partners including auto loan lenders and dealerships. If these third parties have trouble meeting Rocket Auto’s requirements or standards, have adverse audit results or fail to obtain or maintain applicable licenses, it may damage Rocket Auto’s business and reputation. In addition, if these third parties were to cease operations, temporarily or permanently, increase their fees, or if Rocket Auto’s relationships with these providers or partners expire, deteriorate or otherwise terminate, Rocket Auto could suffer increased costs and may be unable to provide similar services which would negatively impact its ability to grow.

Risks Relating to the Financial and Macroeconomic Environment

Our business is significantly impacted by interest rates. Changes in prevailing interest rates or U.S. monetary policies that affect interest rates have and may continue to have a detrimental effect on our business.

Our financial performance is directly affected by changes in prevailing interest rates. Our financial performance has decreased, and may further decrease, or be subject to substantial volatility because of changes in prevailing interest rates. As a result, we are particularly affected by the policies of the U.S. Federal Reserve that influence interest rates and impact the size of the loan origination market. In 2022, the U.S. Federal Reserve implemented several significant interest rate hikes in the federal funds rate for the first time since 2018 to address inflation, making it more costly to acquire capital and originate

mortgages. Rising interest rates and inflation have decreased, and may further decrease, the demand for new mortgage originations and refinancings and increased competition for borrowers, which could adversely pressure our margins and have an adverse impact on our origination volumes, especially our refinancing volume.

Prior to 2022, long-term residential mortgage interest rates had been at or near record lows for an extended period but have recently been subject to several rate hikes in 2022 and may be subject to future rate hikes. As interest rates rise, refinancing generally becomes a smaller portion of the market as fewer consumers are interested in refinancing their mortgages. Higher interest rates also generally reduce demand for purchase mortgages as home ownership becomes more expensive. The refinance market is generally subject to more significant fluctuations than the purchase market as a result of interest rate changes. The increased interest rate environment has adversely affected, and may continue to adversely affect, our revenues or require us to increase marketing expenditures to increase or maintain our volume of mortgages and/or cut costs to maintain margins.

Changes in interest rates are also a key driver of the performance of our servicing business, particularly because our portfolio is composed primarily of MSRMs related to high-quality loans, the values of which are highly sensitive to changes in interest rates. Historically, the value of MSRMs has increased when interest rates rise as higher interest rates lead to decreased prepayment rates, and has decreased when interest rates decline as lower interest rates lead to increased prepayment rates. The recent increases in interest rates during 2022 and further increases in rates may make it more difficult to expand our MSR portfolio due to lower origination and refinance volume and MSRMs become more expensive to acquire from third parties. Additionally, there may be reduced recapture margins where we offer subservicing or engage in joint marketing services with third parties.

Borrowings under our financing facilities are at variable rates of interest, which also expose us to interest rate risk. As interest rates increase, our debt service obligations on certain of our variable-rate indebtedness will also increase. In the future, we may enter into interest rate swaps, which involve the exchange of floating for fixed-rate interest payments, to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable-rate indebtedness, and any such swaps may not fully mitigate our interest rate risk, may prove disadvantageous, or may create additional risks.

Our Rocket Mortgage business relies on our loan funding facilities to fund mortgage loans and otherwise operate our business. If one or more of such facilities are terminated, we may be unable to find replacement financing at commercially favorable terms, or at all, which could be detrimental to our business.

We fund a significant portion of the mortgage loans we close through borrowings under our loan funding facilities. Our borrowings are in turn generally repaid with the proceeds we receive from mortgage loan sales. We are currently, and may in the future continue to be, dependent upon lenders to provide the primary funding facilities for our loans. As of December 31, 2022, we had ten loan funding facilities which provide us with an aggregate maximum principal amount of \$17.5 billion in loan origination availability, eight of which allow drawings to fund loans at closing, and are with large global financial institutions. Included in those ten loan funding facilities are two loan funding facilities with GSEs. Additionally, we are parties to agency MSR backed master repurchase agreement facilities, which provide us access to \$1.7 billion of liquidity.

As of December 31, 2022, we also had available to us \$1.5 billion of financing through a master repurchase agreement facility specialized for the early buy out of certain mortgage loans in agency mortgage pools, and up to \$1.0 billion available through a syndicated unsecured revolving credit facility.

Of the eight existing global bank loan funding facilities, two are 364-day facilities, with an aggregate of \$3.0 billion scheduled to expire over staggered maturities throughout 2023. The other six of our existing global bank loan funding facilities provide financing for up to two years, with maturities staggered in 2023 and 2024. Approximately \$8.4 billion of our loan funding facilities are uncommitted and can be terminated by the applicable lender at any time. Moreover, one of our loan funding facilities requires that we have additional borrowing capacity so that such facility does not represent more than a specified percentage of our total borrowing capacity. If we were unable to maintain the required ratio with availability under other facilities, our funding availability under that facilities could also be terminated.

In the event that any of our loan funding facilities is terminated or is not renewed, or if the principal amount that may be drawn under our funding agreements that provide for immediate funding at closing were to significantly decrease, we may be unable to find replacement financing on commercially favorable terms, or at all, which could be detrimental to our business. Further, if we are unable to refinance or obtain additional funds for borrowing, our ability to maintain or grow our business could be limited.

Our ability to refinance existing debt and borrow additional funds is affected by a variety of factors.

Our loan funding facilities, our early buy-out facilities, MSR facilities and unsecured lines of credit contain covenants, including requirements to maintain a certain minimum tangible net worth, minimum liquidity, maximum total debt or liabilities to net worth ratio, pre-tax net income requirements, litigation judgment thresholds, and other customary debt covenants. A breach of the covenants can result in an event of default under these facilities and as such allow the lenders to pursue certain remedies. In addition, each of these facilities includes cross default or cross acceleration provisions that could result in most, if not all, facilities terminating if an event of default or acceleration of maturity occurs under any facility. If we are unable to meet or maintain the necessary covenant requirements or satisfy, or obtain waivers for, the continuing covenants, we may lose the ability to borrow under all of our financing facilities, which could be detrimental to our business. Additional risks related to our loan funding facilities include:

- limitations imposed on us under the indentures governing our 2.875% Senior Notes due 2026, 3.625% Senior Notes due 2029, 3.875% Senior Notes due 2031, and our 4.000% Senior Notes due 2033 and other existing and future financing facilities that contain restrictive covenants and borrowing conditions that may limit our ability to raise additional debt;
- a decline in liquidity in the credit markets;
- prevailing interest rates;
- the financial strength of the lenders from whom we borrow;
- the decision of lenders from whom we borrow to reduce their exposure to mortgage loans and MSRs due to a change in such lenders' strategic plan, future lines of business or otherwise;
- the amount of eligible collateral pledged on advance facilities, which may be less than the borrowing capacity of the facility;
- the larger portion of our loan funding facilities that is uncommitted, versus committed;
- more stringent financial covenants in such refinanced facilities, which we may not be able to achieve; and
- accounting changes that impact calculations of covenants in our debt agreements.

If the refinancing or borrowing guidelines become more stringent and such changes result in increased costs to comply or decreased mortgage origination volume, such changes could negatively impact our business.

Our loan origination and servicing revenues are highly dependent on macroeconomic and U.S. residential real estate market conditions.

Our success depends largely on the health of the U.S. residential real estate industry, which is seasonal, cyclical and affected by changes in general economic conditions beyond our control. Economic factors such as increased interest rates, slow economic growth or recessionary conditions, supply chain disruptions, the pace of home price appreciation or the lack of it, changes in household debt levels, inflation and increased unemployment or stagnant or declining wages affect our clients' income and thus their ability and willingness to make loan payments. National or global events including, but not limited to, supply chain disruptions, geopolitical conflicts, such as Russia's invasion of Ukraine, and the COVID-19 pandemic, affect all such macroeconomic conditions. Weak or a significant deterioration in economic conditions reduce the amount of disposable income consumers have, which in turn reduces consumer spending and the willingness of qualified potential clients to take out loans. As a result, such economic factors affect loan origination volume.

Additional macroeconomic factors including, but not limited to, rising government debt levels, the withdrawal or augmentation of government interventions into the financial markets, changing U.S. consumer spending patterns, changing expectations for inflation and deflation, and weak credit markets may create low consumer confidence in the U.S. economy or the U.S. residential real estate industry. Excessive home building or high foreclosure rates resulting in an oversupply of housing in a particular area may also increase the amount of losses incurred on defaulted mortgage loans.

Furthermore, several state and local governments in the United States are experiencing, and may continue to experience, budgetary strain. One or more states or significant local governments could default on their debt or seek relief from their debt under the U.S. bankruptcy code or by agreement with their creditors. Any or all of the circumstances described above may lead to further volatility in or disruption of the credit markets at any time and adversely affect our financial condition.

Any uncertainty or deterioration in market conditions that leads to a decrease in loan originations will result in lower revenue on loans sold into the secondary market. Lower loan origination volumes generally place downward pressure on margins, thus compounding the effect of the deteriorating market conditions. Such events could be detrimental to our business. Moreover, any deterioration in market conditions that leads to an increase in loan delinquencies will result in lower revenue for loans we service for the GSEs, Ginnie Mae, and other investors because we collect servicing fees from them only for performing loans. While increased delinquencies generate higher ancillary revenues, including late fees, these fees are likely unrecoverable when the related loan is liquidated.

Increased delinquencies may also increase the cost of servicing the loans for all market participants. The decreased cash flow from lower servicing fees could decrease the estimated value of our MSR, resulting in recognition of losses when we write down those values. In addition, an increase in delinquencies lowers the interest income we receive on cash held in collection and other accounts and increases our obligation to advance certain principal, interest, tax and insurance obligations owed by the delinquent mortgage loan borrower. An increase in delinquencies could therefore be detrimental to our business. Additionally, origination of loans can be seasonal. Historically, our loan origination has increased activity in the second and third quarters and reduced activity in the first and fourth quarters as home buyers tend to purchase their homes during the spring and summer in order to move to a new home before the start of the school year. As a result, our loan origination revenues vary from quarter to quarter.

Additionally, financial markets have experienced significant volatility as a result of the effects of the COVID-19 pandemic. A resurgence of COVID-19 or a future outbreak of another highly infectious or contagious disease may lead to volatility in or disruption of the credit markets and an overall material adverse decrease on our mortgage origination activities.

If the value of the collateral underlying certain of our loan funding facilities decreases, we could be required to satisfy a margin call, and an unanticipated margin call could have a material adverse effect on our liquidity.

Certain of our loan funding, early buy-out facilities, and MSR-backed facilities are subject to margin calls based on the lender's opinion of the value of the loan collateral securing such financing, and certain of our hedges related to newly originated mortgages are also subject to margin calls. A margin call would require us to repay a portion of the outstanding borrowings. A large, unanticipated margin call could have a material adverse effect on our liquidity.

A disruption in the secondary home loan market, including the MBS market, could have a detrimental effect on our business.

Demand in the secondary market and our ability to complete the sale or securitization of our mortgage loans depends on a number of factors, many of which are beyond our control, including general economic conditions, general conditions in the banking system, the willingness of lenders to provide funding for home loans, the willingness of investors to purchase home loans and MBS, and changes in regulatory requirements. Any significant disruption or period of illiquidity in the general MBS market could directly affect our liquidity because no existing alternative secondary market would likely be able to accommodate on a timely basis the volume of loans that we typically sell in any given period. Accordingly, if the MBS market experiences a period of illiquidity, we might be prevented from selling the loans that we produce into the secondary market in a timely manner or at favorable prices, which could be detrimental to our business.

Changes in the GSEs, FHA, VA, and USDA guidelines or GSE and Ginnie Mae guarantees could adversely affect our business.

We are required to follow specific guidelines and eligibility standards that impact the way we service and originate GSE and U.S. government agency loans, including guidelines and standards with respect to:

- credit standards for mortgage loans;
- our staffing levels and other servicing practices;

- the origination, servicing, and ancillary fees that we may charge;
- our modification standards and procedures;
- the amount of reimbursable and non-reimbursable advances that we may make; and
- the types of loan products that are eligible for sale or securitization.

These guidelines provide the GSEs and other government agencies at the direction of the FHFA, Fannie Mae and Freddie Mac, which could result in monetary incentives for servicers that perform well and to assess compensatory penalties against servicers in connection with the failure to meet specified timelines relating to delinquent loans and foreclosure proceedings, and other breaches of servicing obligations. The GSEs also have the ability to impose other fees on the loans they acquire. We generally cannot negotiate these terms with the agencies and they are subject to change at any time without our specific consent. A significant change in these guidelines, if one that decreases the fees we charge or requires us to expend additional resources to provide mortgage services, could decrease our revenues or increase our costs.

In addition, changes in the nature or extent of the guarantees provided by Fannie Mae, Freddie Mac, Ginnie Mae, the USDA or the VA, or the insurance provided by the FHA, or coverage provided by private mortgage insurers, could also have broad adverse market implications. Any future increases in guarantee fees or changes to their structure or increases in the premiums we are required to pay to the FHA or private mortgage insurers for insurance or to the VA or the USDA for guarantees could increase mortgage origination costs and insurance premiums for our clients. These industry changes could negatively affect demand for our mortgage services and consequently our origination volume, which could be detrimental to our business. We cannot predict whether the impact of any proposals to move Fannie Mae and Freddie Mac out of conservatorship would require them to increase their fees. For further discussion, see “- Risks Relating to the Financial and Macroeconomic Environment - *Our business is highly dependent on Fannie Mae and Freddie Mac and certain U.S. government agencies, and any changes in these entities or their current roles could be detrimental to our business.*”

Our business is highly dependent on Fannie Mae and Freddie Mac and certain U.S. government agencies, and any changes in these entities or their current roles could be detrimental to our business.

We originate loans eligible for sale to Fannie Mae and Freddie Mac, and government-insured or guaranteed loans, such as FHA and VA loans eligible for Ginnie Mae securities issuance.

In 2008, FHFA placed Fannie Mae and Freddie Mac into conservatorship and, as their conservator, FHFA controls and directs their operations.

Uncertainty remains regarding the future of the GSEs, including with respect to the duration of conservatorship, the extent of their roles in the market and what forms they will have, and whether they will be government agencies, government-sponsored agencies or private for-profit entities.

In September 2021, FHFA and the U.S. Department of Treasury suspended certain provisions added to the Preferred Stock Purchase Agreements (“PSPAs”) with Fannie Mae and Freddie Mac (“Enterprises”) on January 14, 2021. Among other limitations, the suspended provisions previously limited the acquisition of loans with higher risk characteristics, second homes and investment properties, and limited the Enterprises’ cash windows. It remains to be seen how FHFA and Treasury potentially further amend the PSPAs. Changes to the PSPAs may have significant implications on the Enterprises market footprint, lender access to the secondary market, and Enterprise capital and conservatorship milestones.

In November 2021, under new leadership, FHFA issued its 2022 Conservatorship Scorecard for the GSEs and Common Securitization Solutions (CSS), reflecting a shift in the regulators' priorities. The Conservatorship Scorecard de-emphasizes exiting the GSEs from conservatorship, de-emphasizes CSS’ potential shift to a market utility, and reiterates the importance of Credit Risk Transfer (CRT). The ongoing recapitalization of the GSEs, higher affordable housing goals, increase to the GSE conforming loan limit, forthcoming review of GSE pricing, and potential revisitation of the PSPAs will materially impact the GSE’s guarantee obligations and market footprint. In addition, legislative proposals to reform the U.S. housing finance market may materially impact the role of the GSEs in purchasing and guaranteeing mortgage loans. Any such proposals, if enacted, may have broad adverse implications for the MBS market and our business. It is possible that the

adoption of any such proposals might lead to higher fees being charged by the GSEs and/or lower prices on our sales of mortgage loans to them.

The extent and timing of any regulatory reform regarding the GSEs and the U.S. housing finance market, as well as any effect on our business operations and financial results, are uncertain. It is not yet possible to determine whether such proposals will be enacted and, if so, when, what form any final legislation or policies might take or how proposals, legislation or policies may impact the MBS market and our business. Our inability to make the necessary adjustments to respond to these changing market conditions or loss of our approved seller/servicer status with the GSEs could have a material adverse effect on our mortgage origination operations and our mortgage servicing operations. If those agencies cease to exist, wind down, or otherwise significantly change their business operations or if we lost approvals with those agencies or our relationships with those agencies is otherwise adversely affected, we would seek alternative secondary market participants to acquire our mortgage loans at a volume sufficient to sustain our business. If such participants are not available on reasonably comparable economic terms, the above changes could have a material adverse effect on our ability to profitably sell loans we originate that are securitized through Fannie Mae, Freddie Mac or Ginnie Mae.

Challenges to the MERS® System could materially and adversely affect our business, results of operations and financial condition.

MERSCORP, Inc. is a privately held company that maintains an electronic registry, referred to as the MERS® System, which tracks servicing rights and ownership of home loans in the United States. Mortgage Electronic Registration Systems, Inc. (“MERS”), a wholly owned subsidiary of MERSCORP, Inc., can serve as a nominee for the owner of a home loan and in that role initiate foreclosures or become the mortgagee of record for the loan in local land records. We have used in the past and may continue to use MERS as a nominee. The MERS® System is widely used by participants in the mortgage finance industry.

Several legal challenges in the courts and by governmental authorities have been made disputing MERS’s legal standing to initiate foreclosures or act as nominee for lenders in mortgages and deeds of trust recorded in local land records. These challenges have focused public attention on MERS and on how home loans are recorded in local land records. Although most legal decisions have accepted MERS as mortgagee, these challenges could result in delays and additional costs in commencing, prosecuting and completing foreclosure proceedings, conducting foreclosure sales of mortgaged properties and submitting proofs of claim in client bankruptcy cases.

Our MSR assets are volatile assets with continually changing values dependent upon multiple market factors, and these changes in value, or inaccuracies in our estimates of their value, could adversely affect our business and financial condition.

The value of our MSR assets is based on the cash flows projected to result from the servicing of the related mortgage loans and continually fluctuates due to a number of factors. These factors include changes in interest rates; historically, the value of MSR assets has increased when interest rates rise as higher interest rates lead to decreased prepayment rates, and has decreased when interest rates decline as lower interest rates lead to increased prepayment rates and refinancings. Other market conditions also affect the number of loans that are refinanced, and thus no longer result in cash flows, and the number of loans that become delinquent.

We use internal financial models that utilize market participant data to value our MSR assets for purposes of financial reporting and for purposes of determining the price that we pay to acquire loans for which we will retain MSR assets. These models are complex and use asset-specific collateral data and market inputs for interest and discount rates. In addition, the modeling requirements of MSR assets are complex because of the high number of variables that drive cash flows associated with MSR assets, and because of the complexity involved with anticipating such variables over the life of the MSR. Even if the general accuracy of our valuation models is validated, valuations are highly dependent upon the reasonableness of our assumptions and the results of the models.

If loan delinquencies or prepayment speeds are higher than anticipated or other factors perform worse than modeled, the recorded value of certain of our MSR assets may decrease, which could adversely affect our business and financial condition.

Loans under our loan funding facilities or other financing agreements may bear interest based on the Secured Overnight Financing Rate published by the Federal Reserve Bank of New York (“SOFR”), but experience with SOFR based loans is limited.

In March 2021, the Financial Conduct Authority of the United Kingdom (the "FCA"), which regulates the London interbank offered rate (“LIBOR”), announced that U.S. dollar LIBOR settings will cease to be provided or cease to be representative after June 30, 2023. Further, U.S. banking agencies, including the Federal Reserve Board, issued guidance encouraging banks to not enter into new agreements that reference U.S. dollar LIBOR as soon as practicable, but in any event no later than December 31, 2021. Borrowings under our loan funding facilities, as well as certain of our other financing agreements, may bear interest at a rate derived from SOFR. The use of SOFR based rates may result in interest rates and/or payments that are higher or lower than the rates and payments that we would have paid if such rates were based on LIBOR. Additionally, the use of SOFR based rates is relatively new, there is relatively limited historical SOFR data, and there could be unanticipated difficulties or disruptions with the calculation and publication of SOFR based rates. As a result, there can be no assurance as to how SOFR may perform or that it is a comparable substitute for LIBOR. Further, it is difficult to predict the amount of interest we may pay with respect to our loan funding facilities or other financing agreements.

Our hedging strategies may not be successful in mitigating our risks associated with changes in interest rates.

Our profitability is directly affected by changes in interest rates. The market value of closed loans held for sale and interest rate locks generally change along with interest rates. The value of such assets moves opposite of interest rate changes. For example, as interest rates rise, the value of existing mortgage assets falls.

We employ various economic hedging strategies to mitigate the interest rate and the anticipated loan financing probability or “pull-through risk” inherent in such mortgage assets. Our use of these hedge instruments may expose us to counterparty risk as they are not traded on regulated exchanges or guaranteed by an exchange or its clearinghouse and, consequently, there may not be the same level of protections with respect to margin requirements and positions and other requirements designed to protect both us and our counterparties. Furthermore, the enforceability of agreements underlying hedging transactions may depend on compliance with applicable statutory, commodity and other regulatory requirements and, depending on the domicile of the counterparty, applicable international requirements. Consequently, if a counterparty fails to perform under a derivative agreement, we could incur a significant loss.

Our hedge instruments are accounted for as free-standing derivatives and are included on our consolidated balance sheet at fair market value. Our operating results could be negatively affected because the losses on the hedge instruments we enter into may not be offset by a change in the fair value of the related hedged transaction.

Our hedging strategies also require us to provide cash margin to our hedging counterparties from time to time. The Financial Industry Regulatory Authority, Inc. (“FINRA”) requires us to provide daily cash margin to (or receive daily cash margin from, depending on the daily value of related MBS) our hedging counterparties from time to time. The collection of daily margin between us and our hedging counterparties could, under certain MBS market conditions, adversely affect our short-term liquidity and cash on hand. Additionally, our hedge instruments may expose us to counterparty risk—the possibility that a loss may occur from the failure of another party to perform in accordance with the terms of the contract, which loss exceeds the value of existing collateral, if any.

Our hedging activities in the future may include entering into interest rate swaps, interest rate swaptions, caps and floors, purchasing or selling U.S. Treasury securities, and/or other tools and strategies. These hedging decisions will be determined in light of the facts and circumstances existing at the time and may differ from our current hedging strategies. These hedging strategies may be less effective than our current hedging strategies in mitigating the risks described above, which could be detrimental to our business and financial condition.

We rely on internal models to manage risk and to make business decisions. Our business could be adversely affected if those models fail to produce reliable and/or valid results.

We make significant use of business and financial models in connection with our proprietary technology to measure and monitor our risk exposures and to manage our business. For example, we use models to measure and monitor our exposures to interest rate, credit and other market risks. The information provided by these models is used in making business decisions relating to strategies, initiatives, transactions, pricing and products. If these models are ineffective at predicting future losses or are otherwise inadequate, we may incur unexpected losses or otherwise be adversely affected.

We build these models using historical data and our assumptions about factors such as future mortgage loan demand, default rates, home price trends and other factors that may overstate or understate future experience. Our assumptions may be inaccurate and our models may not be as predictive as expected for many reasons, including the fact that they often involve matters that are inherently beyond our control and difficult to predict, such as macroeconomic conditions, and that they often involve complex interactions between a number of variables and factors.

Our models could produce unreliable results for a variety of reasons, including but not limited to, the limitations of historical data to predict results due to unprecedented events or circumstances, invalid or incorrect assumptions underlying the models, the need for manual adjustments in response to rapid changes in economic conditions, incorrect coding of the models, incorrect data being used by the models or inappropriate application of a model to products or events outside of the model's intended use. In particular, models are less dependable when the economic environment is outside of historical experience, as was the case during the 2008 financial crisis and the COVID-19 pandemic.

As a result of the time and resources, including technical and staffing resources, that are required to perform these processes effectively, it may not be possible to replace existing models quickly enough to ensure that they will always properly account for the impacts of recent information and actions.

A substantial portion of our assets are measured at fair value. Fair value determinations require many assumptions and complex analyses, and we cannot control many of the underlying factors. If our estimates prove to be incorrect, we may be required to write down the value of such assets, which could adversely affect our earnings, financial condition and liquidity.

We measure the fair value of our mortgage loans held for sale, derivatives, IRLCs and MSRs on a recurring basis and we measure the fair value of other assets, such as mortgage loans held for investment, certain impaired loans and other real estate owned, on a non-recurring basis. Fair value determinations require many assumptions and complex analyses, especially to the extent there are not active markets for identical assets. For example, we generally estimate the fair value of loans held for sale based on quoted market prices for securities backed by similar types of loans. If quoted market prices are not available, fair value is estimated based on other relevant factors, including dealer price quotations and prices available for similar instruments, to approximate the amounts that would be received from a third party. In addition, the fair value of IRLCs are measured based upon the difference between the current fair value of similar loans (as determined generally for mortgages held for sale) and the price at which we have committed to originate the loans, subject to the anticipated loan financing probability, or pull-through factor (which is both significant and highly subjective).

Further, MSRs do not trade in an active market with readily observable prices and, therefore, their fair value is determined using a valuation model that calculates the present value of estimated net future cash flows, using estimates of prepayment speeds, discount rate, cost to service, float earnings, contractual servicing fee income and ancillary income, and late fees.

If our estimates of fair value prove to be incorrect, we may be required to write down the value of such assets, which could adversely affect our financial condition and results of operations.

Because accounting rules for valuing certain assets and liabilities are highly complex and involve significant judgment and assumptions, these complexities could lead to a delay in preparation of financial information and the delivery of this information to our stockholders and also increase the risk of errors and restatements, as well as the cost of compliance.

Risks Relating to Regulatory Compliance and Litigation

We operate in heavily regulated industries, and our activities expose us to risks of non-compliance with an increasing and inconsistent body of complex laws and regulations at the U.S. federal, state and local levels, as well as in Canada.

Due to the heavily regulated nature of the financial services industry, we are required to comply with a wide array of U.S. federal, state and local laws and regulations and Canadian federal and provincial laws that regulate, among other things, the manner in which we conduct our loan origination and servicing businesses and the fees that we may charge, and the collection, use, retention, protection, disclosure, transfer and other processing of consumer personal information. Governmental authorities and U.S. federal and state agencies have broad oversight and supervisory authority over our business.

Because we originate mortgage loans, installment loans (including solar and unsecured personal loans) and provide servicing activities nationwide and have operations in Canada, we must be licensed in all relevant jurisdictions that require licensure and comply with each such jurisdiction's respective laws and regulations, as well as with judicial and administrative decisions applicable to us. Such licensing requirements also may require the submission of information regarding any person who has 10% or more of the combined voting power of our outstanding common stock. As a result of the voting provisions of our certificate of incorporation, a person could have 10% or more of the combined voting power of our common stock even though such person holds less than 10% of our outstanding common stock if certain conditions are met. In addition, we are currently subject to a variety of, and may in the future become subject to additional Canadian federal and provincial laws, and U.S. federal, state, and local laws that are continually evolving and developing, including laws on advertising and sales, as well as privacy laws, including the Telephone Consumer Protection Act ("TCPA"), the Telemarketing Sales Rule, the CAN-SPAM Act, the Canadian Anti-Spam Law, the Personal Information Protection and Electronic Documents Act, the Gramm-Leach-Bliley Act ("GLBA"), the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), the Virginia Consumer Data Protection Act and the Colorado Privacy Act. We expect more states to enact legislation similar to the CCPA and CPRA, which provide consumers with various privacy rights such as the right to request deletion of their data, the right to receive data on record for them and the right to know what categories of data, generally, are maintained about them, and increases the privacy and security obligations of entities handling certain personal information of such consumers. These regulations directly impact our business and require ongoing compliance, monitoring and internal and external audits as they continue to evolve, and may result in ever-increasing public scrutiny and escalating levels of enforcement and sanctions. Subsequent changes to data protection and privacy laws could also impact how we collect and process personal information, and therefore limit the effectiveness of our products and services as well as our ability to operate or expand our business, including limiting strategic partnerships that may involve the sharing of personal information. Certain federal regulators are also actively promulgating new and revised regulations that impact our business, including the Department of Veterans Affairs Interest Rate Reduction Refinance Loan rulemaking, the CFPB's Dodd-Frank Section 1033 rulemaking, the CFPB's nonbank consumer financial services provider enforcement order public registry rulemaking, FTC's Safeguards Rule, and the interagency automated valuations rulemaking. Additionally, the interpretation of such data protection and privacy laws is rapidly evolving, making implementation and enforcement, and thus compliance requirements, ambiguous, uncertain, and potentially inconsistent. Although we make reasonable efforts to comply with all applicable data protection laws and regulations, our interpretations and such measures may have been or may prove to be insufficient or incorrect.

We must also comply with a number of federal, state and local consumer protection laws including, among others, TILA, the Real Estate Settlement Procedures Act ("RESPA"), the Fair Credit Reporting Act, ECOA, FHA, the TCPA, the GLBA, the Electronic Fund Transfer Act, the Servicemembers Civil Relief Act ("SCRA"), Military Lending Act, the Homeowners Protection Act ("HPA"), the Home Mortgage Disclosure Act ("HMDA"), the SAFE Act, the Federal Trade Commission Act, the Dodd Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank Act"), U.S. federal and state laws prohibiting unfair, deceptive, or abusive acts or practices, and state foreclosure laws. These statutes apply to loan origination, marketing, use of credit reports, safeguarding of non-public, personally identifiable information about our clients, foreclosure and claims handling, investment of and interest payments on escrow balances and escrow payment features, and mandate certain disclosures and notices to clients.

In particular, various federal, state and local laws have been enacted that are designed to discourage predatory lending and servicing practices. The Home Ownership and Equity Protection Act of 1994 ("HOEPA") prohibits inclusion of certain provisions in residential loans that have mortgage rates or origination costs in excess of prescribed levels and requires that borrowers be given certain disclosures prior to origination. Some states have enacted, or may enact, similar laws or regulations, which in some cases impose restrictions and requirements greater than those in HOEPA. In addition, under the anti-predatory lending laws of some states, the origination of certain residential loans, including loans that are not classified as "high cost" loans under applicable law, must satisfy a net tangible benefits test with respect to the related borrower. This test may be highly subjective and open to interpretation. As a result, a court may determine that a residential loan, for example, does not meet the test even if the related originator reasonably believed that the test was satisfied. Our failure to comply with these laws, or the failure of residential loan originators or servicers to comply with these laws, to the extent any of their residential loans are or become part of our mortgage-related assets, could subject us, as a servicer or, in the case of acquired loans, as an assignee or purchaser, to monetary penalties and could result in the borrowers rescinding the affected loans. Lawsuits have been brought in various states making claims against originators, servicers, assignees and purchasers of high cost loans for violations of state law. Named defendants in these cases have included numerous participants within the secondary mortgage market. If our loans are found to have been originated in violation of predatory or abusive lending laws, we could be subject to lawsuits or governmental actions, or we could be fined or incur losses.

The Conference of State Bank Supervisors in July 2021 issued model state regulatory prudential standards for nonbank mortgage servicers, which, if adopted by individual states, would impact our regulatory obligations, and could adversely affect our business with additional compliance costs and capital requirements.

In July 2020, it was announced that the Financial Stability Oversight Council will begin an activities-based review of the secondary mortgage market. The FHFA has expressed support for this review. In September 2020, the Council released a statement containing key findings from its review, which focused on the FHFA's June 2020 proposed capital regulation for the GSEs. The Council's statement encouraged the FHFA and other regulatory agencies to coordinate on capital requirements for market participants, encouraged the FHFA to tailor the GSEs' capital buffers and encouraged the FHFA to implement regulatory capital definitions for the GSEs similar to those in the U.S. banking framework. In September 2021, FHFA issued a Notice of Proposed Rulemaking to amend the Enterprise Regulatory Capital Framework. Changes to the GSEs' capital requirements could affect secondary mortgage market activities in a manner that could have an adverse effect on our business.

Both the scope of the laws and regulations and the intensity of the supervision to which our businesses are subject have increased over time, in response to the 2008 financial crisis, the COVID-19 pandemic, as well as other factors such as technological and market changes. Regulatory enforcement and fines have also increased across the banking and financial services sector. We expect that our business will remain subject to extensive and changing regulation and supervision. These regulatory changes could result in an increase in our regulatory compliance burden and associated costs and place restrictions on our origination and servicing operations. Our failure to comply with applicable U.S. federal, state and local consumer protection, Canadian federal and provincial laws, and data privacy laws could adversely impact our business including loss of our licenses and approvals to engage in our servicing and lending businesses, damage to our reputation in the industry, governmental investigations and enforcement actions, administrative fines and penalties and litigation, diminished ability to sell loans that we originate or purchase and inability to raise capital.

As these U.S. federal, state and local laws, and Canadian federal and provincial laws evolve, it may be more difficult for us to identify these developments comprehensively, to interpret changes accurately and to train our team members effectively with respect to these laws and regulations. In addition, these laws may conflict with each other, and if we comply with the laws of one jurisdiction, we may find that we are violating laws of another jurisdiction. These difficulties potentially increase our exposure to the risks of non-compliance with these laws and regulations, which could be detrimental to our business. In addition, our failure to comply with these laws, regulations and rules may result in reduced payments by clients, modification of the original terms of loans, permanent forgiveness of debt, delays in the foreclosure process, increased servicing advances, litigation, enforcement actions, and repurchase and indemnification obligations. A failure to adequately supervise service providers and vendors, including outside foreclosure counsel, may also have these negative results.

The laws and regulations applicable to us are subject to administrative or judicial interpretation, but some of these laws and regulations have been enacted only recently and may not yet have been interpreted or may be interpreted infrequently. Ambiguities in applicable laws and regulations may leave uncertainty with respect to permitted or restricted conduct and may make compliance with laws, and risk assessment decisions with respect to compliance with laws difficult and uncertain. In addition, ambiguities make it difficult, in certain circumstances, to determine if, and how, compliance violations may be cured. The adoption by industry participants of different interpretations of these statutes and regulations has added uncertainty and complexity to compliance. We may fail to comply with applicable statutes and regulations even if acting in good faith due to a lack of clarity regarding the interpretation of such statutes and regulations, which may lead to regulatory investigations, governmental enforcement actions or private causes of action with respect to our compliance.

To resolve issues raised in examinations or other governmental actions, we may be required to take various corrective actions, including changing certain business practices, making refunds or taking other actions that could be financially or competitively detrimental to us. We expect to continue to incur costs to comply with governmental regulations. In addition, certain legislative and executive actions and judicial decisions can give rise to the initiation of lawsuits against us for activities we conducted in the past. Furthermore, provisions in our mortgage loan and other loan product documentation, including but not limited to the mortgage and promissory notes we use in loan originations, could be construed as unenforceable by a court. We have been, and expect to continue to be, subject to regulatory enforcement actions and private causes of action from time to time with respect to our compliance with applicable laws and regulations.

The relatively recent influx of new laws, regulations, and other directives adopted in response to the COVID-19 pandemic exemplifies the ever-changing and increasingly complex regulatory landscape we operate in. While some regulatory reactions to the COVID-19 pandemic relaxed certain compliance obligations, the forbearance requirements imposed on mortgage

servicers in the CARES Act added new regulatory responsibilities. The GSEs and the FHFA, Ginnie Mae, HUD, various investors and others have also issued guidance relating to the COVID-19 pandemic. We have received and expect to continue to receive inquiries from various federal and state lawmakers, attorneys general and regulators seeking information on our COVID-19 response and its impact on our business, team members, and clients. Future regulatory scrutiny and enforcement resulting from the COVID-19 pandemic is unknown.

As a licensed real estate brokerage, our Rocket Homes business is currently subject to a variety of, and may in the future become subject to, additional, federal, state, and local laws that are continually changing, including laws related to: the real estate, brokerage, title, and mortgage industries; mobile- and internet-based businesses; and data security, advertising, privacy and consumer protection laws. For instance, we are subject to federal laws such as the FHA and RESPA. These laws can be costly to comply with, require significant management attention, and could subject us to claims, government enforcement actions, civil and criminal liability, or other remedies, including revocation of licenses and suspension of business operations.

In some cases, it is unclear as to how such laws and regulations affect Rocket Homes based on our business model that is unlike traditional brokerages, and the fact that those laws and regulations were created for traditional real estate brokerages. If we are unable to comply with and become liable for violations of these laws or regulations, or if unfavorable regulations or interpretations of existing regulations by courts or regulatory bodies are implemented, we could be directly harmed and forced to implement new measures to reduce our liability exposure. It could cause our operations in affected markets to become overly expensive, time consuming, or even impossible. This may require us to expend significant time, capital, managerial, and other resources to modify or discontinue certain operations, limiting our ability to execute our business strategies, deepen our presence in our existing markets, or expand into new markets. In addition, any negative exposure or liability could harm our brand and reputation. Any costs incurred as a result of this potential liability could harm our business.

Rocket Loans, as a technology platform focused on financial services solutions, relies on an issuing bank to originate the majority of its loans. Based on this relationship, Rocket Loans relies on the issuing bank to comply with federal, state, and other laws. In addition, Rocket Loans is required to secure various licenses as a servicer, lender, and a broker, among other licenses, and subjects it to various federal, state, and local laws that are continually changing, including laws related to data security, privacy and consumer protection laws, fair debt collection laws, and fair lending, among others. These laws can be costly to comply with, require significant management attention, and could subject us to claims, government enforcement actions, civil and criminal liability, or other remedies, including revocation of licenses and suspension of business operations.

As a licensed used vehicle dealer and broker, Rocket Auto is currently subject to a variety of, and may in the future become subject to, additional, federal, state, and local laws that are continually changing, including laws related to: the auto dealership and brokerage industries; mobile- and internet-based businesses; and data security, advertising, privacy and consumer protection laws. For instance, Rocket Auto is subject to state laws such as the California Vehicle Code. These laws can be costly to comply with, require significant management attention, and could subject us to claims, government enforcement actions, civil and criminal liability, or other remedies, including revocation of licenses and suspension of business operations.

As a licensed title and settlement service provider, and an appraisal management company, Amrock is currently subject to a variety of, and may in the future become subject to, additional, federal, state, and local laws and regulations that are continually changing, including laws and regulations related to: the real estate, title, mortgage, and valuation industries; mobile- and internet-based businesses; and data security, advertising, privacy and consumer protection laws. For instance, Amrock is subject to federal laws such as GLBA and RESPA and state insurance laws. These laws can be costly to comply with, require significant management attention, and could subject us to claims, government enforcement actions, civil and criminal liability, or other remedies, including revocation of licenses and suspension of business operations.

Amrock Title Insurance Company ("ATIC"), a title insurance underwriter, is heavily regulated by its domiciled state of Texas and by the department of insurance in each state where it holds a certificate of authority to transact title insurance. It is subject to state title insurance statutes and insurance codes as well as federal law. Title insurance rates are regulated differently in various states, with most states requiring ATIC to file and receive approval of rates before such rates become effective to be utilized by title agents. Other states set promulgated rates controlling the title insurance rates that can be charged. These regulations could hinder the underwriter's and the agent's ability to promptly adapt to changing market dynamics through price adjustments, which could adversely affect operations, particularly in a rapidly declining market. ATIC is also subject to regulations and reporting requirements imposed by the National Association of Insurance Commissioners ("NAIC"). The laws and regulations governing insurance companies continue to evolve and vary by state, adding uncertainty and complexity to compliance. Financial conditions and claim management practices are subject to

regulator examinations and high scrutiny. Departures from compliance, sound underwriting practices or adequate reserves for unknown claims could result in fines, enforcement actions or loss of authority to insure.

More restrictive laws and regulations may be adopted in the future, and governmental bodies or courts may interpret existing laws or regulations in a more restrictive manner, which could render our current business practices non-compliant or which could make compliance more difficult or expensive. Any of these, or other, changes in laws or regulations could have a detrimental effect on our business or require extensive change to our compliance management system.

Our origination and servicing policies and procedures are subject to examination by our regulators, and the results of these examinations may require substantial financial resources to remediate or changes to our business practices.

As loan servicers, Rocket Mortgage and Rocket Loans are examined for compliance with U.S. federal, state and local laws, rules and guidelines by numerous regulatory agencies. It is possible that any of these regulators will inquire about our servicing practices, policies or procedures and require us to revise them in the future. The occurrence of one or more of the foregoing events or a determination by any court or regulatory agency that our servicing policies and procedures do not comply with applicable law could lead to downgrades by one or more rating agencies, a transfer of our servicing responsibilities, increased delinquencies on loans we service or any combination of these events. Such a determination could also require us to modify our servicing standards.

We are also supervised by regulatory agencies under state and Canadian law. State attorneys general, state licensing regulators, and state and local consumer protection offices have authority to investigate consumer complaints and to commence investigations and other formal and informal proceedings regarding our operations and activities. In addition, the GSEs and the FHFA, Ginnie Mae, the FTC, the HUD, various investors, non-agency securitization trustees, warehouse line providers, and others subject us to periodic reviews and audits. A determination of our failure to comply with applicable law or other relevant requirements could lead to enforcement action, administrative fines and penalties, or other administrative action.

Regulatory agencies and consumer advocacy groups are becoming more aggressive in asserting claims that the practices of lenders and loan servicers result in a disparate impact on protected classes.

Antidiscrimination statutes, such as the FHA and the ECOA, prohibit creditors from discriminating against loan applicants and borrowers based on certain characteristics, such as race, ethnicity, sex, religion and national origin. States have analogous anti-discrimination laws that extend protections beyond the protected classes under federal law, extending protections, for example to gender identity. Various federal regulatory agencies and departments, including the U.S. Department of Justice ("DOJ") and CFPB, take the position that these laws apply not only to intentional discrimination, but also to neutral practices that have a disparate impact on a group that shares a characteristic that a creditor may not consider in making credit decisions (i.e., creditor or servicing practices that have a disproportionate negative affect on a protected class of individuals).

These regulatory agencies, as well as consumer advocacy groups and plaintiffs' attorneys, are focusing greater attention on "disparate impact" claims. In 2015, the U.S. Supreme Court confirmed that the "disparate impact" theory applies to cases brought under the FHA, while emphasizing that a causal relationship must be shown between a specific policy of the defendant and a discriminatory result that is not justified by a legitimate, nondiscriminatory business objective of the defendant. In 2020, HUD issued a final rule amending HUD's interpretation of the FHA's disparate impact standard; however, HUD more recently in June 2021 proposed rescinding HUD's 2020 final rule and restoring HUD's 2013 disparate impact standard. Although it is still unclear whether the theory applies under the ECOA, regulatory agencies and private plaintiffs can be expected to continue to apply it to both the FHA and the ECOA in the context of home loan lending and servicing. To the extent that the "disparate impact" theory continues to apply, we may be faced with significant administrative burdens in attempting to comply and potential liability for failures to comply.

Furthermore, many industry observers believe that the "ability to repay" rule issued by the CFPB, discussed above, will have the unintended consequence of having a disparate impact on protected classes. Specifically, it is possible that lenders that make only Qualified Mortgages may be exposed to discrimination claims under a disparate impact theory.

Beyond exposure to potential fair lending or servicing claims under disparate impact theory, lenders face increasing regulatory, enforcement and litigation risk under the FHA and ECOA from claims of "redlining" and "reverse redlining." Redlining is the practice of denying a creditworthy applicant a loan for housing in a certain neighborhood even though the applicant may be otherwise qualified. Reverse redlining is targeting an applicant in a certain neighborhood for higher cost

products or services. In late 2021, the DOJ launched a “combating redlining initiative” and partnership with other federal and state agencies, including the CFPB, to police these practices, making clear they are a high priority across the financial services regulatory ecosystem.

In June 2021 the U.S. Federal Government also formed an interagency task force to address concerns around improper bias in home appraisals. The CFPB, HUD and FHFA all have been clear that policing such bias and working to develop new guidance for industry as to how it can reduce human discretion in the home appraisal and valuation process are key agency priorities in 2022. Such efforts could result in a change in our appraisal practices or expose us to liability under the FHA or ECOA.

In addition to reputational harm, violations of the ECOA and the FHA can result in actual damages, punitive damages, injunctive or equitable relief, attorneys’ fees and civil money penalties.

Relatedly, state legislatures and state financial regulatory agencies are becoming increasingly interested in implementing state level versions of the federal Community Reinvestment Act of 1977 (“CRA”). The federal CRA was enacted as part of several landmark pieces of legislation to address systemic inequities in access to credit, expand financial inclusion, and reverse the impact of decades of redlining in low and moderate-income (“LMI”) communities and minority communities. The federal CRA currently only applies to federally insured depository banks and institutions, and evaluates their lending, services and investments in LMI and minority communities. However, certain state CRAs expanded the scope of application to include non-depository mortgage lenders, such as Rocket Mortgage. Currently, there are three states that have CRA legislation: Massachusetts, as well as Illinois (where extensive rulemaking is underway to implement the legislative requirements), and New York, both of which were recently passed in 2021, with other states expected to introduce similar CRA legislation in future legislative sessions. The lack of consistency and clarity on the scope of how the state level CRAs will be applied and how entities will be examined presents unknown compliance risks that may adversely impact our operations, and could inadvertently provide additional evidentiary support for potential disparate impact claims.

Government regulation of the internet and other aspects of our business is evolving, and we may experience unfavorable changes in or failure to comply with existing or future regulations and laws.

We are subject to a number of regulations and laws that apply generally to businesses, as well as regulations and laws specifically governing the internet and the marketing over the internet. Existing and future regulations and laws may impede the growth and availability of the internet and online services and may limit our ability to operate our business. These laws and regulations, which continue to evolve, cover privacy and data protection, data security, pricing, content, copyrights, distribution, mobile and other communications, advertising practices, electronic contracts, consumer protections, the provision of online payment services, unencumbered internet access to our services, the design and operation of websites and the characteristics and quality of offerings online. We cannot guarantee that we have been or will be fully compliant in every jurisdiction, as it is not entirely clear how existing laws and regulations governing issues such as property ownership, consumer protection, libel and personal privacy apply or will be enforced with respect to the internet and e-commerce, as many of these laws were adopted prior to the advent of the internet and do not contemplate or address the unique issues they raise. Moreover, increasing regulation and enforcement efforts by federal and state agencies and the prospects for private litigation claims related to our data collection, privacy policies or other e-commerce practices become more likely. In addition, the adoption of any laws or regulations, or the imposition of other legal requirements, that adversely affect our digital marketing efforts could decrease our ability to offer, or client demand for, our offerings, resulting in lower revenue. Future regulations, or changes in laws and regulations or their existing interpretations or applications, could also require us to change our business practices, raise compliance costs or other costs of doing business and materially adversely affect our business, financial condition and operating results.

The CFPB continues to be active in its monitoring of the loan origination and servicing sectors, and its recently issued rules, published guidance, and enforcement actions with third parties increase our regulatory compliance burden and associated costs.

We are subject to the regulatory, supervisory and examination authority of the CFPB, which has oversight of federal and state non-depository lending and servicing institutions, including residential mortgage originators and loan servicers. With the change in Presidential Administrations, and in turn, CFPB leadership, the CFPB is heightening its examination and enforcement scrutiny of the consumer finance, including mortgage, industry. The CFPB has rulemaking and enforcement authority with respect to many of the federal consumer protection laws applicable to mortgage lenders and servicers, including TILA, RESPA, and the Fair Debt Collections Practices Act. The CFPB has issued a number of regulations under

the Dodd-Frank Act relating to loan origination and servicing activities, including ability-to-repay and “Qualified Mortgage” standards and other origination standards and practices as well as servicing requirements that address, among other things, periodic billing statements, certain notices and acknowledgments, prompt crediting of borrowers’ accounts for payments received, additional notice, review and timing requirements with respect to delinquent borrowers, loss mitigation, prompt investigation of complaints by borrowers, and lender-placed insurance notices. The CFPB has also amended provisions of HOEPA regarding the determination of high-cost mortgages, and of Regulation B, to implement additional requirements under the Equal Credit Opportunity Act with respect to valuations, including appraisals and automated valuation models. The CFPB has also issued guidance to loan servicers to address potential risks to borrowers that may arise in connection with transfers of servicing and has increased the focus on lender liability and vendor management across the mortgage and settlement services industries, which may vary depending on the services being performed.

For example, the CFPB iteratively adopted rules over the course of several years regarding mortgage servicing practices that required us to make modifications and enhancements to our mortgage servicing processes and systems. In 2021, the CFPB issued a final rule amending RESPA Regulation X to provide additional protections relating to loss mitigation and foreclosures to mortgage borrowers impacted by the COVID-19 pandemic, as well as a supervisory bulletin 2021-02 warning that companies “unable to adequately manage loss mitigation can expect the Bureau to take enforcement or supervisory action to address violations under Regulation X, CFPA, or other authorities.” The CFPB has taken enforcement action against third party mortgage servicers for COVID-19 related compliance issues. The intersection of the CFPB’s mortgage-servicing rules and COVID-19 is evolving, will pose new challenges to the servicing industry and will be subject to ongoing changes, interpretations, and potential conflict between laws, rules, regulations, and supervisory actions. On November 10, 2021, the CFPB released a joint statement with other government agencies announcing a return to enforcement to ensure mortgage servicers are compliant with COVID-19 consumer protections, thereby ending relaxed enforcement standards previously announced in April 2020.

The mortgage-lending sector previously relied, for a significant portion of the mortgages originated, on a temporary CFPB regulation, commonly called the “QM Patch,” which permitted mortgage lenders to comply with the CFPB’s ability to repay requirements by relying on the fact that the mortgage is eligible for sale to Fannie Mae or Freddie Mac. Reliance on the QM Patch was widespread due to the operational complexity and practical inability for many mortgage lenders to rely on other ways to show compliance with the ability to repay regulations. For a more in-depth explanation, see “- Risks Relating to the Financial and Macroeconomic Environment - *Our business is highly dependent on Fannie Mae and Freddie Mac and certain U.S. government agencies, and any changes in these entities or their current roles could be detrimental to our business.*”

While the QM Patch was technically extended until the October 1, 2022 mandatory compliance date of the final amendments to the General QM definition in Regulation Z, the QM Patch was no longer an available route to Qualified Mortgage status as of July 1, 2021 given the applicable revisions to the PSPAs between the FHFA and Department of Treasury. The PSPAs no longer permit Fannie Mae and Freddie Mac to purchase loans under the QM Patch and all such loans must now comply with General QM requirements to be saleable to Fannie Mae and Freddie Mac. We cannot predict what actions the CFPB will take and how it might affect us and other mortgage originators. For a discussion of the risk to our business due to possible changes in the conservatorship status of Fannie Mae and Freddie Mac, see “Business - Government Regulations.”

Beyond these mortgage-specific initiatives, the CFPB is generally increasing its scrutiny of fee-based business models and so-called “junk fees,” as noted above, fair lending and servicing, and potential misuse of consumer data, all of which could subject players in the mortgage industry to additional rules or supervisory or enforcement scrutiny. Pursuant to its supervisory authority, the CFPB has conducted routine examinations of our business and will conduct future examinations. The CFPB’s examinations have increased, and will likely continue to increase, our administrative and compliance costs. They could also greatly influence the availability and cost of residential mortgage credit and increase servicing costs and risks. These increased costs of compliance, the effect of these rules on the lending industry and loan servicing, and any failure in our ability to comply with the new rules by their effective dates, could be detrimental to our business. The CFPB also issued guidelines on sending examiners to banks and other institutions that service and/or originate mortgages to assess whether consumers’ interests are protected. The CFPB has conducted routine examinations of our business and will conduct future examinations.

The CFPB also has broad enforcement powers, and can order, among other things, rescission or reformation of contracts, the refund of moneys or the return of real property, restitution, disgorgement or compensation for unjust enrichment, the payment of damages or other monetary relief, public notifications regarding violations, limits on activities or functions, remediation of practices, external compliance monitoring and civil money penalties. The CFPB has been active in investigations and enforcement actions and, when necessary, has issued civil money penalties to parties the CFPB determines has violated the

laws and regulations it enforces. Our failure to comply with the federal consumer protection laws, rules and regulations to which we are subject, whether actual or alleged, could expose us to enforcement actions or potential litigation liabilities. The CFPB has in the past and may in the future issue civil investigative demands to our subsidiaries.

In addition, the occurrence of one or more of the foregoing events or a determination by any court or regulatory agency that our policies and procedures do not comply with applicable law could impact our business operations. For example, if the violation is related to our servicing operations it could lead to downgrades by one or more rating agencies, a transfer of our servicing responsibilities, increased delinquencies on mortgage loans we service or any combination of these events. Such a determination could also require us to modify our servicing standards. The expense of complying with new or modified servicing standards may be substantial. Any such changes or revisions may have a material impact on our servicing operations, which could be detrimental to our business.

If we are unable to comply with TILA-RESPA Integrated Disclosure (“TRID”) rules, our business and operations could be materially and adversely affected and our plans to expand our lending business could be adversely impacted.

The CFPB implemented loan disclosure requirements, effective in October 2015, to combine and amend certain TILA and RESPA mortgage disclosures. The TRID rules significantly changed consumer-facing disclosure rules and added certain waiting periods to allow consumers time to shop for and consider the loan terms after receiving the required disclosures. If we fail to comply with the TRID rules, we may be unable to sell loans that we originate or purchase, or we may be required to sell such loans at a discount compared to other loans. We could also be subject to repurchase or indemnification claims from purchasers of such loans, including the GSEs.

As regulatory guidance and enforcement and the views of the GSEs and other market participants evolve, we may need to modify further our loan origination processes and systems in order to adjust to evolution in the regulatory landscape and successfully operate our lending business. In such circumstances, if we are unable to make the necessary adjustments, our business and operations could be adversely affected and we may not be able to execute on our plans to grow our lending business.

If we do not obtain and maintain the appropriate state licenses, we will not be allowed to do business in some states, which would adversely affect our operations.

Our operations are subject to regulation, supervision and licensing under various federal, state and local statutes, ordinances and regulations. In most states in which we operate, a regulatory agency regulates and enforces laws relating to loan servicing companies and loan origination companies such as us. These rules and regulations generally provide for licensing as a loan servicing company, loan origination company, loan marketing company, loan brokering company, debt collection agency or third party default specialist, as applicable, requirements as to the form and content of contracts and other documentation, licensing of employees and employee hiring background checks, restrictions on collection practices, disclosure and record-keeping requirements and enforcement of borrowers’ rights. In most states, we are subject to periodic examination by state regulatory authorities. Some states in which we operate require special licensing or provide extensive regulation of our business.

Additionally, due to the geographic scope of our operations and the nature of the services we provide, certain of our subsidiaries may be required to obtain and maintain certain licenses in all states where they operate, including:

- Rocket Homes is required to obtain and maintain real estate brokerage licenses.
- Amrock is required to obtain and maintain various licenses as a title agent, settlement service provider, and appraisal management company. In addition, individual service providers must also maintain licenses to provide escrow, notary, and appraisal services. Many state licenses are renewed at a regular frequency, typically annually, in order to keep the license in good standing.
- Rocket Loans may be required to obtain and maintain new licenses in certain states where such activity previously did not require licensing due to evolving standards in the financial services industry and legislative activity.

If we enter new markets, we may be required to comply with new laws, regulations and licensing requirements. As part of licensing requirements, we are typically required to designate individual licensees of record. We cannot ensure that we are in full compliance, and will always remain in full compliance with all licensing laws and regulations, and we may be subject to

finances or penalties, including license revocation, for any non-compliance. If in the future a state agency were to determine that we are required to obtain additional licenses in that state in order to transact business, or if we lose an existing license or are otherwise found to be in violation of a law or regulation, our business operations in that state may be suspended until we obtain the license or otherwise remedy the compliance issue.

We may not be able to maintain all requisite licenses and permits, and the failure to satisfy those and other regulatory requirements could restrict our ability to broker, originate, purchase, sell or service loans, or to finance solar energy equipment. In addition, our failure to satisfy any such requirements relating to servicing of loans could result in a default under our servicing agreements and have a material adverse effect on our operations. Those states that currently do not provide extensive regulation of our business may later choose to do so, and if such states so act, we may not be able to obtain or maintain all requisite licenses and permits. Furthermore, the adoption of additional, or the revision of existing, rules and regulations could have a detrimental effect on our business.

We are subject to laws and regulations regarding our use of telemarketing; a failure to comply with such laws, including the TCPA, could increase our operating costs and adversely impact our business.

We engage in outbound telephone and text communications with consumers, and accordingly must comply with a number of laws and regulations that govern said communications, including the TCPA and Telemarketing Sales Rules. The U.S. Federal Communications Commission (“FCC”) and the FTC have responsibility for regulating various aspects of these laws. Among other requirements, the TCPA requires us to obtain prior express written consent for certain communications and to adhere to “do-not-call” registry requirements which, in part, mandate that we maintain and regularly update lists of consumers who have chosen not to be called and restrict calls to consumers who are on the national do-not-call list. Many states have similar consumer protection laws regulating telemarketing. These laws may limit our ability to communicate with consumers and reduce the effectiveness of our marketing programs. The TCPA does not distinguish between voice and data, and, as such, SMS/MMS messages are also “calls” for the purpose of TCPA obligations and restrictions.

For violations of the TCPA, the law provides for a private right of action under which a plaintiff may recover monetary damages of \$500 for each call or text made in violation of the prohibitions on calls made using an “artificial or pre-recorded voice” or an automatic telephone dialing system (“ATDS”). A court may treble the amount of damages upon a finding of a “willful or knowing” violation. There is no statutory cap on maximum aggregate exposure (although some courts have applied in TCPA class actions constitutional limits on excessive penalties). An action may be brought by the FCC, a state attorney general, an individual, or a class of individuals. Like other companies that rely on telephone and text communications, we are regularly subject to putative, class action suits alleging violations of the TCPA. To date, no such class has been certified. If in the future we are found to have violated the TCPA, the amount of damages and potential liability could be extensive and adversely impact our business. Accordingly, were such a class certified or if we are unable to successfully defend such a suit, as we have in the past, then TCPA damages could have a material adverse effect on our results of operations and financial condition.

Changes in tax laws may adversely affect us, and the Internal Revenue Service (the “IRS”) or a court may disagree with our tax positions, which may result in adverse effects on our financial condition or the value of our common stock.

The Tax Cuts and Jobs Act (the “TCJA”), enacted on December 22, 2017, significantly affected U.S. tax law, including by changing how the U.S. imposes tax on certain types of income of corporations and by reducing the U.S. federal corporate income tax rate to 21%. It also imposed new limitations on a number of tax benefits, including deductions for business interest, use of net operating loss carry forwards, taxation of foreign income, and the foreign tax credit, among others. The CARES Act, enacted on March 27, 2020, in response to the COVID-19 pandemic, further amended the U.S. federal tax code, including in respect of certain changes that were made by the TCJA, generally on a temporary basis.

On August 16, 2022, the Inflation Reduction Act of 2022 (the “Inflation Reduction Act”) was enacted, which, among other things, imposed a 15% minimum tax on book income of certain large corporations, a 1% excise tax on net stock repurchases made after December 31, 2022 and several tax incentives to promote clean energy. Further proposed tax changes that may be enacted in the future could impact our current or future tax structure and effective tax rates. The federal government has previously proposed other legislation that would further broaden the tax base and limit tax deductions in certain situations. Proposed and future provisions could have a material adverse impact on our tax rate, cash flow, and financial results. There can be no assurance that future tax law changes will not increase the rate of the corporate income tax significantly, impose new limitations on deductions, credits or other tax benefits, or make other changes that may adversely affect our business, cash flows or financial performance. In the absence of additional clarification and guidance from the IRS on certain tax

matters, the Company will take positions with respect to a number of unsettled issues. There is no assurance that the IRS or a court will agree with the positions taken by us, in which case tax penalties and interest may be imposed that could adversely affect our business, cash flows or financial performance. In the future, additional guidance may be issued by the IRS, the Department of the Treasury, or other governing body that may significantly differ from our interpretation of the law, which may result in a material adverse effect on our business or financial condition.

Our reported financial results may be materially and adversely affected by future changes in accounting principles generally accepted in the United States.

U.S. GAAP is subject to standard setting or interpretation by the Financial Accounting Standards Board (“FASB”), the Public Company Accounting Oversight Board (“PCAOB”), the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results and could materially and adversely affect the transactions completed before the announcement of a change. A change in these principles or interpretations could also require us to alter our accounting systems in a manner that could increase our operating costs and impact the content of our financial statements.

We are subject to various legal actions that if decided adversely, could be detrimental to our business.

We operate in an industry that is highly sensitive to consumer protection, and we are subject to numerous local, state and federal laws and regulations that are continually changing. Remediation for non-compliance with these laws and regulations can be costly and significant fines may be incurred. We are routinely involved in legal proceedings alleging improper lending, servicing or marketing practices, abusive loan terms and fees, disclosure violations, quiet title actions, improper foreclosure practices, violations of consumer protection, securities or other laws, breach of contract and other related matters. We are also occasionally named as a party in intellectual property litigation. We will incur defense costs and other legal expenses in connection with these lawsuits. Additionally, the final resolution of these actions may be unfavorable to us, which could be detrimental to our business. In cases where the final resolution is favorable to us, we may still incur a significant amount of legal expenses. In addition to the expense and burden incurred in defending any of these actions and any damages that we may incur, our management’s efforts and attention may be diverted from the ordinary business operations in order to address these claims.

Employment litigation and related unfavorable publicity could negatively affect our future business.

Team members and former team members may, from time to time, bring lawsuits against us regarding injury, creation of a hostile workplace, discrimination, wage and hour, team member benefits, sexual harassment, and other employment issues. In recent years there has been an increase in the number of discrimination and harassment claims against employers generally. Coupled with the expansion of social media platforms and similar devices that allow individuals access to a broad audience, these claims have had a significant negative impact on some businesses. Companies that have faced employment or harassment-related lawsuits have had to terminate management or other key personnel and have suffered reputational harm that has negatively impacted their businesses. If we experience significant incidents involving employment or harassment-related claims, we could face substantial out-of-pocket losses, fines or negative publicity. In addition, such claims may give rise to litigation, which may be time consuming, distracting to our management team and costly.

We are subject to securities litigation, which may be expensive and may divert management’s attention.

Our share price has been, and may in the future be, volatile, and in the past companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We have become the target of this type of litigation and in June 2021 a class action lawsuit alleging violations of the federal securities laws was filed against us and certain of our directors and officers. Lawsuits such as this one has resulted and will result in other, derivative lawsuits being filed, may be expensive to defend, and may divert our management’s attention from the conduct of our business, which could have an adverse effect on our business.

The conduct of the brokers through whom we originate loans could subject us to fines or other penalties.

The brokers through whom we originate loans have parallel and separate legal obligations to which they are subject. While these laws may not explicitly hold the originating lenders responsible for the legal violations of such brokers, U.S. federal and state agencies increasingly have sought to impose such liability. The DOJ, through its use of a disparate impact theory under the FHA, is attempting to hold home loan lenders responsible for the pricing practices of brokers, alleging that the lender is

directly responsible for the total fees and charges paid by the borrower even if the lender neither dictated what the broker could charge nor kept the money for its own account. In addition, under the TRID rules, we may be responsible for improper disclosures made to clients by brokers. We may be subject to claims for fines or other penalties based upon the conduct of the independent home loan brokers with which we do business.

Risks Relating to Privacy and Intellectual Property

The collection, processing, storage, use and disclosure of personal data could give rise to liabilities as a result of governmental regulation, conflicting legal requirements or differing views of personal privacy rights.

In the processing of consumer transactions, our businesses receive, transmit and store a large volume of personally identifiable information and other user data. The collection, sharing, use, disclosure and protection of this information are governed by the privacy and data security policies maintained by us and our businesses. Moreover, there are federal, state and international laws regarding privacy and the storing, sharing, use, disclosure and protection of personally identifiable information and user data. Specifically, personally identifiable information is increasingly subject to legislation and regulations in numerous jurisdictions around the world, the intent of which is to protect the privacy of personal information that is collected, processed and transmitted in or from the governing jurisdiction. In the United States, regulations and interpretations concerning personally identifiable and data security promulgated by state and federal regulators, including, but not limited to, the CFPB, FTC, NYDFS and CPPA (California's regulatory body authorized to enforce CPRA), could conflict or give rise to differing views of personal privacy rights. We could be materially and adversely affected if legislation or regulations are expanded to require changes in business practices or privacy policies, or if governing jurisdictions interpret or implement their legislation or regulations in ways that negatively affect our business, financial condition, and results of operations.

Our failure, and/or the failure by the various third party vendors and service providers with whom we do business, to comply with applicable privacy policies or federal, state or similar international laws and regulations could damage our reputation or the reputation of these businesses, discourage potential users from our products and services and/or result in fines and/or proceedings by governmental agencies and/or consumers, one or all of which could materially and adversely affect our business, financial condition and results of operations.

We could be adversely affected if we inadequately obtain, maintain, protect and enforce our intellectual property and proprietary rights and may encounter disputes from time to time relating to our use of the intellectual property of third parties.

Trademarks and other intellectual property and proprietary rights are important to our success and our competitive position. We rely on a combination of trademarks, service marks, copyrights, patents, trade secrets and domain names, as well as confidentiality procedures and contractual provisions to protect our intellectual property and proprietary rights. Despite these measures, third parties may attempt to disclose, obtain, copy or use intellectual property rights owned or licensed by us and these measures may not prevent misappropriation, infringement, reverse engineering or other violation of intellectual property or proprietary rights owned or licensed by us, particularly in foreign countries where laws or enforcement practices may not protect our proprietary rights as fully as in the United States. Furthermore, confidentiality procedures and contractual provisions can be difficult to enforce and, even if successfully enforced, may not be entirely effective. In addition, we cannot guarantee that we have entered into confidentiality agreements with all team members, partners, independent contractors or consultants that have or may have had access to our trade secrets and other proprietary information. Any issued or registered intellectual property rights owned by or licensed to us may be challenged, invalidated, held unenforceable or circumvented in litigation or other proceedings, including re-examination, *inter partes* review, post-grant review, interference and derivation proceedings and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings), and such intellectual property rights may be lost or no longer provide us meaningful competitive advantages. Third parties may also independently develop products, services and technology similar to or duplicative of our products and services.

In order to protect our intellectual property rights, we may be required to spend significant resources. Litigation brought to protect and enforce our intellectual property rights could be costly, time consuming and could result in the diversion of time and attention of our management team and could result in the impairment or loss of portions of our intellectual property. Furthermore, attempts to enforce our intellectual property rights against third parties could also provoke these third parties to assert their own intellectual property or other rights against us, or result in a holding that invalidates or narrows the scope of our rights, in whole or in part. Third party misuse of our intellectual property in attempts to defraud our clients and others are often difficult to identify and costly to enforce against. Our failure to adequately address these third parties could result in

material harm to our reputation. Our failure to secure, maintain, protect and enforce our intellectual property rights could adversely affect our brands and adversely impact our business.

Our success and ability to compete also depends in part on our ability to operate without infringing, misappropriating or otherwise violating the intellectual property or proprietary rights of third parties. We have encountered, and may in the future encounter, disputes from time to time concerning intellectual property rights of others, including our competitors, and we may not prevail in these disputes. Third parties may raise claims against us alleging an infringement, misappropriation or other violation of their intellectual property rights, including trademarks, copyrights, patents, trade secrets or other intellectual property or proprietary rights. Some third party intellectual property rights may be extremely broad, and it may not be possible for us to conduct our operations in such a way as to avoid all alleged infringements, misappropriations or other violations of such intellectual property rights. In addition, former employers of our current, former or future team members may assert claims that such team members have improperly disclosed to us the confidential or proprietary information of these former employers. The resolution of any such disputes or litigations is difficult to predict. Future litigation may also involve non-practicing entities or other intellectual property owners who have no relevant product offerings or revenue and against whom our ownership of intellectual property may therefore provide little or no deterrence or protection. An assertion of an intellectual property infringement, misappropriation or other claim against us may result in adverse judgments, settlement on unfavorable terms or cause us to spend significant amounts to defend the claim, even if we ultimately prevail and we may have to pay significant money damages, lose significant revenues, be prohibited from using the relevant systems, processes, technologies or other intellectual property (temporarily or permanently), cease offering certain products or services, or incur significant license, royalty or technology development expenses. Defending against such claims could be costly, time consuming and could result in the diversion of time and attention of our management team. In addition, although in some cases a third party may have agreed to indemnify us for such infringement, misappropriation or other violation, such indemnifying party may refuse or be unable to uphold its contractual obligations.

Risks Relating to our Human Capital

We may not be able to hire, train and retain qualified personnel to support our growth, and difficulties with hiring, team member training and other labor issues could adversely affect our ability to implement our business objectives and disrupt our operations.

Our operations depend on the work of our approximately 18,500 team members. Our future success will depend on our ability to continue to hire, integrate, develop and retain highly qualified personnel for all areas of our organization. Any talent acquisition and retention challenges could reduce our operating efficiency, increase our costs of operations and harm our overall financial condition. We could face these challenges if competition for qualified personnel intensifies or the pool of qualified candidates becomes more limited. Additionally, we invest heavily in training our team members, which increases their value to competitors who may seek to recruit them. The inability to attract or retain qualified personnel could have a detrimental impact on cost and performance for our business.

If we cannot maintain our corporate culture, we could lose the innovation, collaboration and focus on the mission that contribute to our business.

We believe that a critical component of our success is our corporate culture and our deep commitment to our mission. We believe this mission-based culture fosters innovation, encourages teamwork and cultivates creativity. Our mission defines our business philosophy as well as the emphasis that we place on our clients, our people and our culture and is consistently reinforced to and by our team members. As we continue to innovate and change in response to market and environmental changes and operate in a hybrid work environment, we may find it difficult to maintain these valuable aspects of our corporate culture and our long-term mission. Any failure to preserve our culture could negatively impact our future success, including our ability to attract and retain team members, encourage innovation and teamwork, and effectively focus on and pursue our mission and corporate objectives.

Loss of our key leadership could result in a material adverse effect on our business.

Our future success depends to a significant extent on the continued services of our senior leadership, including our Chief Executive Officer, our President and Chief Operating Officer, our Chief Financial Officer and Treasurer and our General Counsel and Secretary. The experience of our senior leadership is a valuable asset to us and would be difficult to replace, we do not maintain “key person” life insurance for any of our personnel. On February 13, 2023, the Company announced that its Chief Executive Officer will retire from his position, effective June 1, 2023. The Board of Directors has appointed Bill

Emerson, the current Vice Chairman of RHI and former chief executive officer of Rocket Mortgage, as Interim Chief Executive Officer. In addition, on October 3, 2022, the Company announced that its Chief Financial Officer would transition into a strategic advisory role and its General Counsel and Secretary would retire. These leadership transitions, as well as other future senior management changes, could disrupt and have a detrimental effect on our business..

Risks Relating to our Corporate Structure

We are a holding company and our principal asset is our equity interests in RKT Holdings, LLC ("Holdings"), and accordingly we are dependent upon distributions from Holdings to pay taxes and other expenses.

We are a holding company and our principal asset is our ownership of Holdings. We have no independent means of generating revenue. As the sole managing member of Holdings, we intend to cause Holdings to make distributions to us, RHI and Dan Gilbert, the three equity holders of Holdings, in amounts sufficient to cover the taxes on their allocable share of the taxable income of Holdings, all applicable taxes payable by us, any payments we are obligated to make under the Tax Receivable Agreement and other costs or expenses. However, certain laws and regulations may result in restrictions on Holdings' ability to make distributions to us or the ability of Holdings' subsidiaries to make distributions to it.

To the extent that we need funds, and Holdings or its subsidiaries are restricted from making such distributions, we may not be able to obtain such funds on terms acceptable to us or at all and as a result could suffer an adverse effect on our liquidity and financial condition.

In certain circumstances, Holdings is required to make distributions to us, RHI and Dan Gilbert, and the distributions that Holdings is required to make may be substantial and in excess of our tax liabilities and obligations under the Tax Receivable Agreement. To the extent we do not distribute or otherwise utilize such excess cash, RHI and Dan Gilbert would benefit from any value attributable to such cash balances as a result of their ownership of Class B common stock (or Class A common stock, as applicable) following an exchange of their Holdings Units and corresponding shares of Class D common stock (or Class C common stock, as applicable).

Holdings is treated as a partnership for U.S. federal income tax purposes and, as such, is not subject to any entity-level U.S. federal income tax. Instead, taxable income is allocated to us, RHI and Dan Gilbert, as holders of Holdings Units. Accordingly, we incur income taxes on our allocable share of any net taxable income of Holdings. Under the operating agreement of Holdings (the "Holdings Operating Agreement"), Holdings is generally required from time to time to make pro rata distributions in cash to its equity holders, RHI, Dan Gilbert and us, in amounts sufficient to cover the taxes on their allocable share of the taxable income of Holdings. As a result of (i) potential non pro rata allocations of net taxable income allocable to us, RHI and Dan Gilbert, (ii) the lower tax rate applicable to corporations as compared to individuals, (iii) the favorable tax benefits that we anticipate receiving from the exchange of Holdings Units and corresponding shares of Class D common stock or Class C common stock and future purchases of Holdings Units (along with corresponding shares of Class D common stock or Class C common stock) from RHI and Dan Gilbert and (iv) the favorable tax benefits that we anticipate receiving from payments under the Tax Receivable Agreement, these tax distributions have been, and we expect that they will continue to be in amounts that exceed our tax liabilities and obligations to make payments under the Tax Receivable Agreement. Our board of directors will determine the appropriate uses for any excess cash so accumulated, which in the past has included and may include in the future, stock buybacks, the payment obligations under the Tax Receivable Agreement, the payment of other expenses, the declaration of a stock dividend on our Class A common stock, along with the purchase of a corresponding number of common units in Holdings, and the purchase of additional common units in Holdings, along with a recapitalization of all of the outstanding common units in Holdings. To the extent we do not take such actions and instead, for example, hold such cash balances or lend them to Holdings, RHI and Dan Gilbert would benefit from any value attributable to such cash balances as a result of their ownership of Class B common stock (or Class A common stock, as applicable) following an exchange of their Holdings Units and corresponding shares of Class D common stock (or Class C common stock, as applicable). No adjustments to the present exchange ratio of one-to-one for Holdings Units and corresponding shares of Class D common stock or Class C common stock will be made as a result of (i) any cash distribution by Holdings or (ii) any cash that we retain and do not distribute to our stockholders.

We are controlled by RHI, an entity controlled by Dan Gilbert, whose interests may conflict with our interests and the interests of other stockholders.

RHI, an entity controlled by Dan Gilbert, our founder and Chairman, holds 93.7% of our issued and outstanding Class D common stock and controls 80.7% of the combined voting power of our common stock. As a result, RHI is able to control

any action requiring the general approval of our stockholders, so long as it owns at least 10% of our issued and outstanding common stock, including the election of our board of directors, the adoption of amendments to our certificate of incorporation and bylaws and the approval of any merger or sale of substantially all of our assets. So long as RHI continues to directly or indirectly own a significant amount of our equity, even if such amount is less than a majority of the combined voting power of our common stock, RHI will continue to be able to substantially influence the outcome of votes on all matters requiring approval by the stockholders, including our ability to enter into certain corporate transactions. The interests of RHI could conflict with or differ from our interests or the interests of our other stockholders. For example, the concentration of ownership held by RHI could delay, defer or prevent a change of control of our Company or impede a merger, takeover or other business combination that may otherwise be favorable for us.

We share our Chief Executive Officer and certain directors with RHI, our Chief Executive Officer does not devote his full time and attention to our affairs, and the overlap may give rise to conflicts.

Our Chief Executive Officer, Jay Farmer, continues to serve as Chief Executive Officer of RHI. Although we expect that Jay will continue to devote a majority of his time to the business of the Company, he will not be able to devote his full time, effort and attention to the Company's affairs. In addition, our Chief Executive Officer, our other executive officers and the directors affiliated with RHI continue to own equity interests in RHI. Furthermore, three members of our board of directors (Dan Gilbert, Jennifer Gilbert and Matthew Rizik) continue to be directors of RHI and two members of our board of directors (Bill Emerson and Matthew) continue to be officers of RHI. The overlap and the ownership of RHI equity interests may lead to actual or apparent conflicts of interest with respect to matters involving or affecting our Company and RHI and its affiliates other than the Company and its subsidiaries (collectively, RHI and its affiliates other than the Company and its subsidiaries, the "RHI Affiliated Entities"). For example, there will be potential for conflicts of interest if there are issues or disputes under the commercial arrangements that exist between us and the RHI Affiliated Entities or if we or one of the RHI Affiliated Entities look at acquisition or investment opportunities that may be suitable for both companies.

Our certificate of incorporation contains a provision renouncing our interest and expectancy in certain corporate opportunities.

Our certificate of incorporation provides that no RHI Affiliated Entity nor any officer, director, member, partner or employee of any RHI Affiliated Entity (each, an "RHI Party") has any duty to refrain from engaging in the same or similar business activities or lines of business, doing business with any of our clients or suppliers or employing or otherwise engaging or soliciting for employment any of our directors, officers or employees. Our certificate of incorporation provides that, to the fullest extent permitted by applicable law, we renounce our right to certain business opportunities, and that each RHI party has no duty to communicate or offer such business opportunity to us and is not liable to us or any of our stockholders for breach of any fiduciary or other duty under statutory or common law, as a director, officer or controlling stockholder, or otherwise, by reason of the fact that any such individual pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to us. The Exchange Agreement provides that these provisions of our certificate of incorporation may not be amended without RHI's consent for so long as RHI holds any Holdings Units. These provisions of our certificate of incorporation create the possibility that a corporate opportunity of ours may be used for the benefit of the RHI Affiliated Entities.

We are required to pay RHI and Dan Gilbert for certain tax benefits we may claim, and the amounts we may pay could be significant.

We are parties to a Tax Receivable Agreement with RHI and Dan Gilbert that provides for the payment by us to RHI and Dan Gilbert (or their transferees of Holdings Units or other assignees) of 90% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that we actually realize (computed using simplifying assumptions to address the impact of state and local taxes) as a result of: (i) certain increases in our allocable share of the tax basis in Holdings' assets resulting from (a) the purchases of Holdings Units (along with the corresponding shares of our Class D common stock or Class C common stock) from RHI and Dan Gilbert (or their transferees of Holdings Units or other assignees) using the net proceeds from our initial public offering or in any future offering, (b) exchanges by RHI and Dan Gilbert (or their transferees of Holdings Units or other assignees) of Holdings Units (along with the corresponding shares of our Class D common stock or Class C common stock) for cash or shares of our Class B common stock or Class A common stock, as applicable, or (c) payments under the Tax Receivable Agreement; (ii) tax benefits related to imputed interest deemed arising as a result of payments made under the Tax Receivable Agreement; and (iii) disproportionate allocations (if any) of tax benefits to Holdings as a result of section 704(c) of the Internal Revenue Code of 1986, as amended (the "Code")

that relate to the reorganization transactions. The Tax Receivable Agreement makes certain simplifying assumptions regarding the determination of the cash savings that we realize or are deemed to realize from the covered tax attributes, which may result in payments pursuant to the Tax Receivable Agreement in excess of those that would result if such assumptions were not made.

The actual tax benefit, as well as the amount and timing of any payments under the Tax Receivable Agreement, will vary depending upon a number of factors, including, among others, the timing of exchanges by or purchases from RHI and Dan Gilbert, the price of our Class A common stock at the time of the exchanges or purchases, the extent to which such exchanges are taxable, the amount and timing of the taxable income we generate in the future and the tax rate then applicable, and the portion of our payments under the Tax Receivable Agreement constituting imputed interest. Future payments under the Tax Receivable Agreement could be substantial. Of the \$613.7 million Tax receivable agreement liability recorded, we estimate that, as a result of the amount of the increases in the tax basis in Holdings' assets from the purchase of Holdings Units (along with the corresponding shares of our Class D common stock) in connection with the initial public offering, the over-allotment option (Greenshoe), and the March 2021 paired interest exchange, assuming no material changes in the relevant tax law and that we will have sufficient taxable income to utilize all of the tax attributes covered by the Tax Receivable Agreement when they are first available to be utilized under applicable law, future payments to RHI and Dan Gilbert under the Tax Receivable Agreement would aggregate to approximately \$267.6 million over the next 20 years and for yearly payments over that time to range between zero to \$40.0 million per year. Future payments under the Tax Receivable Agreements in respect of subsequent purchases or exchanges of Holdings Units (along with the corresponding shares of Class D common stock or Class C common stock) would be in addition to these amounts. The payments under the Tax Receivable Agreement are not conditioned upon RHI's or Dan Gilbert's continued ownership of us.

There is a possibility that under certain circumstances not all of the 90% of the applicable cash savings will be paid to the selling or exchanging holder of Holdings Units at the time described above. If we determine that such circumstances apply and all or a portion of such applicable tax savings is in doubt, we will pay to the holders of such Holdings Units the amount attributable to the portion of the applicable tax savings that we determine is not in doubt and pay the remainder at such time as we reasonably determine the actual tax savings or that the amount is no longer in doubt.

In addition, RHI and Dan Gilbert (or their transferees or other assignees) will not reimburse us for any payments previously made if any covered tax benefits are subsequently disallowed, except that any excess payments made to RHI or Dan Gilbert (or such holder's transferees or assignees) will be netted against future payments that would otherwise be made under the Tax Receivable Agreement with RHI and Dan Gilbert, if any, after our determination of such excess. We could make payments to RHI and Dan Gilbert under the Tax Receivable Agreement that are greater than our actual cash tax savings and may not be able to recoup those payments, which could negatively impact our liquidity.

In addition, the Tax Receivable Agreement provides that in the case of a change in control of the Company or a material breach of our obligations under the Tax Receivable Agreement, we are required to make a payment to RHI and Dan Gilbert in an amount equal to the present value of future payments (calculated using a discount rate equal to the lesser of 6.50% or a rate based on the benchmark rate used to determine pricing or interest rates in a majority of our then-outstanding repurchase or warehouse agreements or other financing arrangements providing for the financing of mortgage loans plus 100 basis points, which may differ from our, or a potential acquirer's, then-current cost of capital) under the Tax Receivable Agreement, which payment would be based on certain assumptions, including those relating to our future taxable income. In these situations, our obligations under the Tax Receivable Agreement could have a substantial negative impact on our, or a potential acquirer's, liquidity and could have the effect of delaying, deferring, modifying or preventing certain mergers, asset sales, other forms of business combinations or other changes of control. These provisions of the Tax Receivable Agreement may result in situations where RHI and Dan Gilbert have interests that differ from or are in addition to those of our other stockholders. In addition, we could be required to make payments under the Tax Receivable Agreement that are substantial, significantly in advance of any potential actual realization of such further tax benefits, and in excess of our, or a potential acquirer's, actual cash savings in income tax.

Finally, because we are a holding company with no operations of our own, our ability to make payments under the Tax Receivable Agreement is dependent on the ability of our subsidiaries to make distributions to us. Our debt agreements may restrict the ability of our subsidiaries to make distributions to us, which could affect our ability to make payments under the Tax Receivable Agreement. To the extent that we are unable to make payments under the Tax Receivable Agreement as a result of restrictions in our debt agreements, such payments will be deferred and will accrue interest until paid, which could negatively impact our results of operations and could also affect our liquidity in periods in which such payments are made.

Our organizational documents may impede or discourage a takeover, which could deprive our investors of the opportunity to receive a premium for their shares.

Provisions of our certificate of incorporation and our bylaws may make it more difficult for, or prevent a third party from, acquiring control of us without the approval of our board of directors. These provisions include:

- having a dual class common stock structure, which provides RHI with the ability to control the outcome of matters requiring stockholder approval, even if it beneficially owns significantly less than a majority of the shares of our outstanding common stock;
- having a classified board of directors;
- providing that, when the RHI Affiliated Entities and permitted transferees (collectively, the “RHI Parties”) beneficially own less than a majority of the combined voting power of the common stock, a director may only be removed with cause by the affirmative vote of 75% of the combined voting power of our common stock;
- providing that, when the RHI Parties beneficially own less than a majority of the combined voting power of our common stock, vacancies on our board of directors, whether resulting from an increase in the number of directors or the death, removal or resignation of a director, will be filled only by our board of directors and not by stockholders;
- providing that, when the RHI Parties beneficially own less than a majority of the combined voting power of our common stock, certain amendments to our certificate of incorporation or amendments to our bylaws will require the approval of 75% of the combined voting power of our common stock;
- prohibiting stockholders from calling a special meeting of stockholders;
- authorizing stockholders to act by written consent only until the RHI Parties cease to beneficially own a majority of the combined voting power of our common stock;
- establishing advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted on by stockholders at stockholder meetings;
- authorizing “blank check” preferred stock, the terms and issuance of which can be determined by our board of directors without any need for action by stockholders; and
- providing that the decision to transfer our corporate headquarters outside of Detroit, Michigan will require the approval of 75% of the combined voting power of our common stock.

Additionally, Section 203 of the Delaware General Corporation Law (the “DGCL”) prohibits a publicly held Delaware corporation from engaging in a business combination with an interested stockholder, unless the business combination is approved in a prescribed manner. An interested stockholder includes a person, individually or together with any other interested stockholder, who within the last three years has owned 15% of our voting stock. We opted out of Section 203 of the DGCL, but our certificate of incorporation includes a provision that restricts us from engaging in any business combination with an interested stockholder for three years following the date that person becomes an interested stockholder. Such restrictions, however, do not apply to any business combination between RHI, any direct or indirect equity holder of RHI or any person that acquires (other than in connection with a registered public offering) our voting stock from RHI or any of its affiliates or successors or any “group,” or any member of any such group, to which such persons are a party under Rule 13d-5 of the Exchange Act and who is designated in writing by RHI as an “RHI Transferee,” on the one hand, and us, on the other.

Until the RHI Parties cease to beneficially own at least 50% of the voting power of our common stock, RHI will be able to control all matters requiring stockholder approval, including the election of directors, amendment of our certificate of incorporation and certain corporate transactions. Together, these provisions of our certificate of incorporation and bylaws could make the removal of management more difficult and may discourage transactions that otherwise could involve payment of a premium over prevailing market prices for our Class A common stock. Furthermore, the existence of the foregoing provisions, as well as the significant Class A common stock beneficially owned by RHI, could limit the price that investors

might be willing to pay in the future for shares of our Class A common stock. They could also deter potential acquirers of us, thereby reducing the likelihood that you could receive a premium for your Class A common stock in an acquisition.

The provision of our certificate of incorporation requiring exclusive forum in certain courts in the State of Michigan or the State of Delaware or the federal district courts of the United States for certain types of lawsuits may have the effect of discouraging lawsuits against our directors and officers.

Our certificate of incorporation requires, to the fullest extent permitted by law, that (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or stockholders to us or our stockholders, (iii) any action asserting a claim against us arising pursuant to any provision of the DGCL or our certificate of incorporation or our bylaws or (iv) any action asserting a claim against us governed by the internal affairs doctrine has to be brought only in the Third Judicial Circuit, Wayne County, Michigan (or, if the Third Judicial Circuit, Wayne County, Michigan lacks jurisdiction over such action or proceeding, then another state court of the State of Michigan or, if no state court of the State of Michigan has jurisdiction, the United States District Court for the Eastern District of Michigan) or the Court of Chancery of the State of Delaware (or if the Court of Chancery of the State of Delaware lacks jurisdiction, any other state court of the State of Delaware, or if no state court of the State of Delaware has jurisdiction, the federal district court for the District of Delaware), unless we consent in writing to the selection of an alternative forum. The foregoing provision does not apply to claims arising under the Securities Act, the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or other federal securities laws for which there is exclusive federal or concurrent federal and state jurisdiction. Additionally, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Although we believe these exclusive forum provisions benefit us by providing increased consistency in the application of Delaware or Michigan law and federal securities laws in the types of lawsuits to which each applies, the exclusive forum provisions may limit a stockholder’s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers or stockholders, which may discourage lawsuits with respect to such claims. Our stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder as a result of our exclusive forum provisions. Further, in the event a court finds either exclusive forum provision contained in our certificate of incorporation to be unenforceable or inapplicable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, operating results and financial condition.

We are a “controlled company” within the meaning of the Exchange rules and, as a result, qualify for and intend to rely on exemptions from certain corporate governance requirements.

As long as RHI continues to control a majority of the voting power of our outstanding voting stock, we will be a controlled company within the meaning of the Exchange rules. Under the Exchange rules, a company of which more than 50% of the voting power is held by another person or group of persons acting together is a controlled company and may elect not to comply with certain corporate governance requirements, including the requirements that:

- a majority of the board of directors consist of independent directors;
- the nominating and corporate governance committee be composed entirely of independent directors; and
- the compensation committee be composed entirely of independent directors.

These requirements will not apply to us as long as we remain a controlled company. Accordingly, you may not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of the Exchange.

The obligations associated with being a public company require significant resources and management attention, and we have and will continue to incur increased costs as a result of being a public company.

We face increased legal, accounting, administrative, and other costs and expenses related to operating as a public company. We are subject to the Securities Act of 1933, the Securities Exchange Act of 1934, the rules and regulations implemented by the SEC, the Sarbanes-Oxley Act, the Dodd-Frank Act, the Public Company Accounting Oversight Board, and the listing requirements of the NYSE, each of which imposes additional reporting and other obligations on public companies. These rules and regulations and changes in laws, regulations and standards relating to corporate governance and public disclosure,

have and will continue to increase our legal and financial compliance costs, make some activities more time consuming and costly, and may result in a strain on our systems and resources. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. In addition, the demands associated with being a public company may disrupt regular operations of our business by diverting the attention of some of our leadership away from revenue-producing activities. The increase in administrative expenses and a diversion of our leadership from revenue-generating activities may have an adverse effect on our business, financial condition, and results of operations.

Risks Related to Ownership of Our Class A Common Stock

A material weakness in our control environment could have a material adverse effect on us including an inability to accurately or timely report our financial results and our stock price could be adversely affected.

Our ability to comply with the annual internal control reporting requirements will depend on the effectiveness of our financial reporting and data systems and controls across the Company. These systems and controls involve significant expenditures and become increasingly complex as our business grows. To effectively manage this complexity, we need to continue to improve our operational, financial and management controls and our reporting systems and procedures. Effective internal controls are necessary for us to provide reasonable assurance with respect to our financial reports and operating results, adequately mitigate the risk of fraud and protect our reputation. Internal controls over financial reporting may not prevent or detect misstatements because of its inherent limitations, including the possibility of human error, the circumvention or overriding of controls, or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. In addition, projections of any evaluation of effectiveness of internal control over financial reporting to future periods are subject to the risk that the control may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate. Any weaknesses or deficiencies or any failure to implement required new or improved controls, or difficulties encountered in the implementation or operation of these controls, could harm our operating results and cause us to fail to meet our financial reporting obligations or result in material misstatements in our financial statements, which could adversely affect our business and reduce our stock price.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. A material weakness in our internal control over financial reporting could adversely impact our ability to provide timely and accurate financial information. If we are unable to report financial information timely and accurately or to maintain effective disclosure controls and procedures, we could adversely affect our business prospects.

The U.S. federal income tax treatment of distributions on our Class A common stock to a holder will depend upon our tax attributes and the holder's tax basis in our stock, which are not necessarily predictable and can change over time.

Distributions of cash or other property on our Class A common stock, if any, will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits ("E&P"), as determined under U.S. federal income tax principles, and generally be taxable to holders of our Class A common stock as ordinary dividend income for U.S. federal income tax purposes (to the extent of our current and accumulated E&P). E&P should not be confused with earnings or net income under GAAP. To the extent those distributions exceed our current and accumulated E&P, the distributions will be treated as a non-taxable return of capital to the extent of the holder's tax basis in our Class A common stock, which will reduce a holder's tax basis in the Class A common stock, and thereafter as capital gain from the sale or exchange of such common stock. Also, if any holder sells our Class A common stock, the holder will recognize a gain or loss equal to the difference between the amount realized and the holder's tax basis in such Class A common stock. Consequently, such excess distributions will result in a corresponding increase in the amount of gain, or a corresponding decrease in the amount of loss, recognized by the holder upon the sale of the Class A common stock or subsequent distributions with respect to such stock. Additionally, with regard to U.S. corporate holders of our Class A common stock, to the extent that a distribution on our Class A common stock exceeds both our current and accumulated E&P and such holder's tax basis in such shares, such holders would be unable to utilize the corporate dividends-received deduction (to the extent it would otherwise be applicable to such holder) with respect to the gain resulting from such excess distribution. Further, after we initially report the expected tax characterization of distributions we have paid, the actual characterization, which is not

determined with finality until after the end of the tax year in which the distribution occurs, could vary from our expectation with the result that holders of our common stock could incur different income tax liabilities than initially expected. Investors in our Class A common stock are encouraged to consult their tax advisors as to the tax consequences of receiving distributions on our Class A common stock that are not treated as dividends for U.S. federal income tax purposes.

Future sales of our common stock, or the perception in the public markets that these sales may occur, may depress the price of our Class A common stock.

Sales of a substantial number of shares of our common stock in the public market, or the perception that such sales may occur, could have an adverse effect on our stock price and could impair our ability to raise capital through the sale of additional stock. In the future, we may attempt to obtain financing or to further increase our capital resources by issuing additional shares of our common stock. Issuing additional shares of our Class A common stock, Class B common stock or other equity securities or securities convertible into equity may dilute the economic and voting rights of our existing stockholders or reduce the market price of our Class A common stock or both. Issuing additional shares of our Class C common stock or Class D common stock, when issued with corresponding Holdings Units, may also dilute the economic and voting rights of our existing stockholders or reduce the market price of our Class A common stock or both.

As of February 22, 2023, we had 124,859,705 shares of Class A Common Stock outstanding and 1,848,879,483 shares of Class A Common Stock issuable upon potential exchanges and/or conversions. Of these shares, 1,849,013,355 are “restricted securities,” as that term is defined under Rule 144 of the Securities Act. The holders of these “restricted securities” are entitled to dispose of their shares pursuant to (i) the applicable holding period, volume and other restrictions of Rule 144 or (ii) another exemption from registration under the Securities Act. Additional sales of a substantial number of our shares of Class A Common Stock in the public market, or the perception that sales could occur, could have a material adverse effect on the price of our Class A Common Stock. We have filed a registration statement under the Securities Act registering 152,122,012 shares of our Class A common stock reserved for issuance under the 2020 Omnibus Incentive Plan and our Team Member Stock Purchase Plan (“TMSPP”). We have entered into a Registration Rights Agreement pursuant to which we have granted demand and piggyback registration rights to RHI, Dan Gilbert and the affiliates of Dan Gilbert.

The price of our Class A common stock has been, and may in the future be, volatile and your investment in our common stock could suffer a decline in value.

The market price for our Class A common stock has been, and may in the future be, volatile and could fluctuate significantly in response to a number of factors, most of which we cannot control. These factors include, among others, intense competition in the markets we serve; failure to accurately predict the demand or growth of new financial products and services that we are developing; fluctuations in quarterly revenue and operating results, as well as differences between our actual financial and operating results and those expected by investors; the public’s response to press releases or other public announcements by us or third parties, including our filings with the SEC; announcements relating to litigation; guidance, if any, that we provide to the public, any changes in such guidance or our failure to meet such guidance; changes in financial estimates or ratings by any securities analysts who follow our Class A common stock, our failure to meet such estimates or failure of those analysts to initiate or maintain coverage of our Class A common stock; the sustainability of an active trading market for our Class A common stock; investor perceptions of the investment opportunity associated with our Class A common stock relative to other investment alternatives; the inclusion, exclusion or deletion of our Class A stock from any trading indices; future sales of our Class A common stock by our officers, directors and significant stockholders; the effect on our business and results of operations from system failures and disruptions, hurricanes, wars, acts of terrorism, pandemics, other natural disasters or responses to such events; novel and unforeseen market forces and trading strategies by third parties, including those who post anonymously on social media; short selling of our Class A common stock or related derivative securities; and price and volume fluctuations in the overall stock market, including as a result of trends in the economy as a whole. These broad market and industry factors may seriously harm the market price of our Class A common stock, regardless of our operating performance. In the past, stockholders have instituted securities class action litigation following periods of market volatility. We have been, and may in the future be, subject to securities litigation, which may cause us to incur substantial costs and resources and divert the attention of management from our business.

The dual class structure of our common stock may adversely affect the trading market for our Class A common stock.

In July 2017, S&P, Dow Jones and FTSE Russell announced changes to their eligibility criteria for the inclusion of shares of public companies on certain indices, including the Russell 2000, the S&P 500, the S&P MidCap 400 and the S&P SmallCap 600, to exclude companies with multiple classes of shares of common stock from being added to these indices. As a result,

our dual class capital structure would make us ineligible for inclusion in any of these indices, and mutual funds, exchange-traded funds and other investment vehicles that attempt to passively track these indices will not be investing in our stock. Furthermore, we cannot assure you that other stock indices will not take a similar approach to S&P Dow Jones or FTSE Russell in the future. Exclusion from indices could make our Class A common stock less attractive to investors and, as a result, the market price of our Class A common stock could be adversely affected.

Risks Related to the COVID-19 Pandemic

The COVID-19 pandemic, the actions taken to mitigate the impact of the pandemic on consumers, and the inflationary pressures as a result of the pandemic have adversely affected our ability to generate business, including our ability to originate and service mortgages.

The COVID-19 pandemic has had, and has the potential to continue to have, a significant impact on the national economy, consumer behavior, team member behavior, and the communities in which we operate. The potential for persistent impact of COVID-19 and/or new COVID-19 variants that may emerge cannot be predicted at this time. There is significant uncertainty regarding the extent to which and how long the COVID-19 pandemic may reemerge with significant impact and if new related government directives, actions and economic relief efforts will affect the core aspects of our business, including the origination of mortgages and our servicing operations. Such effects, if they continue for a prolonged period, may have a material adverse effect on our business and results of operation and may continue to adversely affect us during fiscal year 2023 and possibly longer.

Following the inflationary pressures resulting from the pandemic, the U.S. Federal Reserve has announced several significant increases in the federal funds rate for the first time since 2018, which in turn has increased home mortgage interest rates. As a result of this higher interest rate environment, demand for new mortgage originations and refinancings of existing mortgages have decreased and costs for home loan and other financing options have risen. For additional information about the impacts of interest rates on our business, see Risks Relating to the Financial and Macroeconomic Environment - *Our business is significantly impacted by interest rates. Changes in prevailing interest rates or U.S. monetary policies that affect interest rates have and may continue to have a detrimental effect on our business.*

The COVID-19 pandemic has impacted and could continue to impact our origination of mortgages. While the origination of a mortgage has not been restricted by past state or local pandemic-related orders, potential future government restrictions and closings could impact our business operations that depend on third parties such as appraisers, closing agents, local recording offices, and others for loan-related services and/or verifications. While we are no longer dealing with shelter in place or similar pandemic-related orders, we are still working through COVID-19 impacts, such as mortgage recording delays and consumer income instability. In addition, productivity of our team members has been and may continue to be impacted by new COVID-19 variants and the desire for more remote work flexibility. The impact on home sales and future growth is uncertain. Any slowdown may materially decrease the number and volume of mortgages we originate.

Federal, state, and local executive, legislative and regulatory responses to the COVID-19 pandemic may continue to evolve, may not be consistent in scope or application, and are subject to change without advance notice. Such efforts may impose additional compliance obligations, which may negatively impact our mortgage origination and servicing business. Any additional legal or regulatory responses to the COVID-19 pandemic may unfavorably restrict our business operations, alter our established business practices, and otherwise raise our compliance costs.

The executive, legislative and regulatory reaction to the COVID-19 pandemic, including the passage of the CARES Act, poses evolving compliance obligations on our business, and we may experience unfavorable changes in or failure to comply with existing or future regulations and laws adopted in response to COVID-19.

Due to the unprecedented effect of the COVID-19 pandemic on major sectors of the U.S. economy, numerous states and the federal government adopted measures requiring mortgage servicers to work with consumers negatively impacted by the pandemic. The CARES Act imposes several compliance obligations on our mortgage servicing activities, including, but not limited to mandatory forbearance offerings, altered credit reporting obligations, and late fee assessment restrictions. Many states have taken and continue to take similar measures to provide mortgage payment and other relief to consumers, which create additional complexity around our mortgage servicing compliance activities.

With the urgency to help consumers, the expedient passage of the CARES Act increases the likelihood of unintended consequences from the legislation. An example of such unintended consequences is the liquidity pressure placed on mortgage

servicers given our contractual obligation to continue to advance payments to investors on loans in forbearance where consumers are not making their typical monthly mortgage payments. Moreover, certain provisions of the CARES Act are subject to interpretation given the existing ambiguities in the legislation, which creates regulatory enforcement, class action, and other litigation risk.

While temporary Regulation X loss mitigation procedural safeguards that prohibited the initiation of foreclosure expired at the end of 2021, servicers will face additional compliance risk with the patch-work implementation of the 50-state programs of the Homeowners Assistance Fund that provides additional opportunity for relief for consumers to avoid foreclosure. As the effects of the pandemic continue to evolve or reemerge, additional changes in the regulatory landscape may pose additional operational risk for servicers.

Although much of the executive, legislative and regulatory actions stemming from COVID-19 are servicing-centric, regulators are adjusting compliance obligations impacting our mortgage origination activities. Many states have adopted temporary or permanent measures allowing for otherwise prohibited remote mortgage loan origination activities. While these measures allow us to continue to do business remotely, they impose notice, procedural, and other compliance obligations on our origination activity.

Federal, state, and local executive legislative and regulatory responses to the COVID-19 pandemic continue to evolve, not consistent in scope or application, and subject to change without advance notice. Such efforts may impose additional compliance obligations, which may negatively impact our mortgage origination and servicing business. Any additional legal or regulatory responses to the COVID-19 pandemic may unfavorably restrict our business operations, alter our established business practices, and otherwise raise our compliance costs.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

We currently operate through a network of sixteen corporate offices, eleven client support locations and four call centers, located throughout the United States and Canada, which are all leased. Our headquarters and principal executive offices are located at 1050 Woodward Avenue, Detroit, Michigan 48226. At this location, as of December 31, 2022, we lease office space totaling approximately 537,573 rentable square feet from an affiliate of Rocket Companies. The lease for our offices at 1050 Woodward Avenue expires on December 31, 2028 unless terminated earlier under certain circumstances specified in our leases. We believe that our facilities are in good operating condition and adequately meet our current needs, and that additional or alternative space to support future use and expansion will be available on reasonable commercial terms.

Item 3. Legal Proceedings

For a discussion of our “Legal Proceedings,” refer to *Note 14 Commitments, Contingencies, and Guarantees* in the notes to our audited consolidated financial statements of this Annual Report on Form 10-K.

Item 4. Mine Safety Disclosures

Not applicable.

Part II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information for Common Stock

Our Class A Common Stock, par value \$0.00001 per share, is listed on the New York Stock Exchange under the ticker symbol "RKT" and began trading on August 10, 2020. There is no public market for our Class D Common Stock. Holders of our Class D Common Stock may convert such stock into our Class A Common Stock on a share for share basis. Holders of Class D Common Stock are entitled to 10 votes per share and holders of Class A Common Stock are entitled to one vote per share on matters submitted to shareholders for approval. As of February 22, 2023 there were approximately 122 holders of record of our Class A Common Stock and 2 holders of record of our Class D Common Stock. For Class A Common Stock, the actual number of shareholders is greater than this number of record holders and includes shareholders who are beneficial owners but whose share are held in street name by brokers and other nominees.

Share Repurchase Authorization

On November 10, 2020, our board of directors approved a share repurchase program of up to \$1.0 billion of our Common Stock, including both Class A and Class D, which repurchases may be made, from time to time, in privately negotiated transactions or in the open market, in accordance with applicable securities laws (the "Share Repurchase Program"). The Share Repurchase Program was renewed on November 11, 2022 and will remain in effect for a two-year period. The Share Repurchase Program authorizes but does not obligate the Company to make any repurchases at any specific time. The timing and extent to which the Company repurchases its shares will depend upon, among other things, market conditions, share price, liquidity targets, regulatory requirements and other factors. As of December 31, 2022 approximately \$590.7 million remains available under the Share Repurchase Program.

The following table shows the Share Repurchase Program activity during the three months ended December 31, 2022:

Period	Number of Shares Repurchased	Average Repurchase Price Per Share	Total Repurchase Amount	Maximum dollar value yet to be purchased under the Share Repurchase Program
10/1/2022 to 10/31/2022	1,522,000	\$ 6.69	\$ 10,186,359	\$ 592,229,747
11/1/2022 to 11/30/2022	225,000	6.73	1,513,853	590,715,894
12/1/2022 to 12/31/2022	—	—	—	590,715,894
Total for the three months ended December 31, 2022	1,747,000	\$ 6.70	\$ 11,700,212	\$590,715,894

As of February 22, 2023 Rocket Companies repurchased 32.1 million shares at a weighted average price of \$12.73. We have returned \$409.3 million to shareholders in aggregate under the \$1 billion Share Repurchase Program which was renewed in November 2022.

Special Dividends

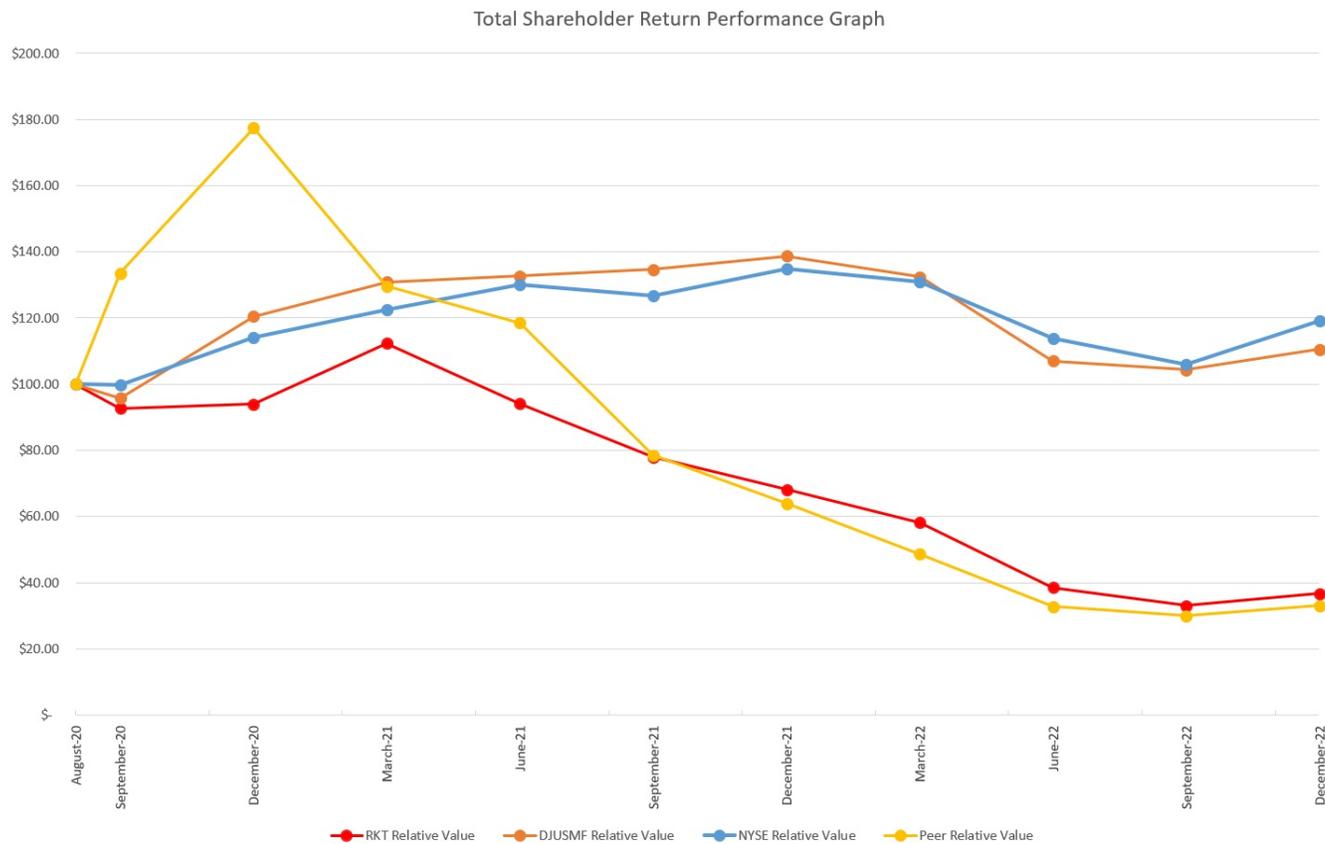
On February 25, 2021, our board of directors authorized and declared a cash dividend (the "2021 Special Dividend") of \$1.11 per share to the holders of our Class A common stock. The 2021 Special Dividend was paid on March 23, 2021 to holders of the Class A common stock of record as of the close of business on March 9, 2021. The Company funded the 2021 Special Dividend from cash distributions of approximately \$2.2 billion by RKT Holdings, LLC to all of its members, including the Company.

On February 24, 2022, our board of directors authorized and declared a cash dividend (the "2022 Special Dividend") of \$1.01 per share to the holders of our Class A common stock. The 2022 Special Dividend is to be paid on March 22, 2022 to holders of the Class A common stock of record as of the close of business on March 8, 2022. The Company will fund the 2022

Special Dividend from cash distributions of approximately \$2.0 billion by RKT Holdings, LLC to all of its members, including the Company. We expect to retain future earnings, if any, to fund the growth of our business. Any future determination to pay dividends on our common stock will be made at the discretion of the Board of Directors and will depend upon, among other factors, our financial condition operating results, current and anticipated cash needs and other factors that the Board may deem relevant. In addition, the terms of our credit facilities contain restrictions on our ability to declare and pay cash dividends on our capital stock.

Performance Graph

Set forth below is a graph comparing the percentage change in the cumulative total shareholder return on our common stock against the cumulative total return of a broad market index composed of all issuers listed on the New York Stock Exchange ("NYSE"), Dow Jones U.S. Mortgage Finance Index ("DJUSMF"), which is an industry index comprised of mortgage financing companies, and our selected peer group. This graph covers the period of the initial listing of our stock on August 6, 2020 to year ended December 31, 2022. This graph assumes an initial investment of \$100 on August 6, 2020 and reflects the cumulative total return on that investment, including the reinvestment of all dividends where applicable, through December 31, 2021. The comparisons in this graph are required by the SEC and are not intended to forecast or be indicative of possible future performance of our common stock.



Our selected peer group is comprised of PennyMac Financial Services Inc, Rithm Capital Corp, Mr Cooper Group Inc, Anywhere Real Estate Inc., Zillow Group Inc Class C, Redfin Corp, Stewart Information Services Corp, SoFi Technologies Inc, Guild Holdings Company, Compass, Inc. loanDepot, Inc., UWM Holdings Corporation, Home Point Capital Inc., and Blend Labs, Inc. Certain companies were not publicly traded companies at inception date. These companies were added and reweighed to the peer group to the most recent quarter subsequent to their respective IPO dates.

We have historically presented the performance graph by comparing our cumulative total shareholder return against the cumulative total return of the NYSE and the DJUSMF. We have decided to change the presentation of our performance graph from the DJSUMF to our selected peer group because the Company believes that the companies included in our selected peer

group are more comparable to us by industry, size and market capitalization. In accordance with SEC rules, the performance graph presents both the indices used in the previous year and the newly selected index.

The information included under the heading “Performance Graph” is not to be treated as “soliciting material” or as “filed” with the SEC, and is not incorporated by reference into any filing by the Company under the Securities Act or the Exchange Act that is made on, before or after the date of filing of this Annual Report on Form 10-K.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following management’s discussion and analysis of our financial condition and results of operations should be read in conjunction with, and is qualified in its entirety by reference to, our consolidated financial statements and the related notes and other information included elsewhere in this Annual Report on Form 10-K (the “Form 10-K”). This discussion and analysis contains forward-looking statements that involve risks and uncertainties which could cause our actual results to differ materially from those anticipated in these forward-looking statements, including, but not limited to, risks and uncertainties discussed below under the heading “Special Note Regarding Forward-Looking Statements,” and in Part I and elsewhere in this Form 10-K.

Special Note Regarding Forward-Looking Statements

This Form 10-K contains forward-looking statements, which involve risks and uncertainties. These forward-looking statements are generally identified by the use of forward-looking terminology, including the terms “anticipate,” “believe,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “should,” “target,” “will,” “would” and, in each case, their negative or other various or comparable terminology. All statements other than statements of historical facts contained in this Form 10-K, including statements regarding our strategy, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management and expected market growth are forward-looking statements. As you read this Form 10-K, you should understand that these statements are not guarantees of performance or results. They involve known and unknown risks, uncertainties and assumptions, including those described under the heading “Risk Factors” in this Form 10-K. Although we believe that these forward-looking statements are based upon reasonable assumptions, you should be aware that many factors, including those described under the heading “Risk Factors” in this Form 10-K, could affect our actual financial results or results of operations and could cause actual results to differ materially from those in the forward-looking statements.

Our forward-looking statements made herein are made only as of the date of this Form 10-K. We expressly disclaim any intent, obligation or undertaking to update or revise any forward-looking statements made herein to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained in this Form 10-K.

Objective

The following discussion provides an analysis of the Company's financial condition, cash flows and results of operations from management's perspective and should be read in conjunction with the consolidated financial statements and notes thereto included in Part II, Item 8 of this Annual Report on Form 10-K. Our objective is to provide discussion of events and uncertainties known to management that are reasonably likely to cause the reported financial information not to be indicative of future operating results or of future financial condition and to also offer information that provides an understanding of our financial condition, cash flows and results of operations. This section of this Form 10-K generally discusses 2022 and 2021 items and year-to-year comparisons between 2022 and 2021. Discussions of 2020 items and year-to-year comparisons between 2021 and 2020 that are not included in this Form 10-K can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

Executive Summary

We are a Detroit-based fintech holding company consisting of tech-driven mortgage, real estate and financial services businesses - including Rocket Mortgage, Rocket Homes, Rocket Loans and Rocket Money (formerly known as Truebill). We

are committed to providing an industry-leading client experience powered by our simple, fast and trusted digital solutions. In addition to Rocket Mortgage, one of the nation's largest mortgage lenders, we have expanded into complementary industries, such as real estate services, personal lending, solar, and personal finance where we seek to deliver innovative client solutions leveraging our Rocket platform and be the best at creating certainty in life's most complex moments so that our clients can live their dreams.

Recent Developments

Business Trends

The U.S. Federal Reserve raised the Federal Funds rate multiple times in 2022 to mitigate inflationary pressures. The resulting mortgage interest rate increases have driven a significant decline in the size of the mortgage origination market from 2021 to 2022. The increase in mortgage interest rates, coupled with uncertainty in the economy, have reduced demand for mortgage originations and particularly refinance transactions.

Career Transition Program

Due to the rapidly changing mortgage market, during the second quarter of 2022 the board of directors approved a career transition program that the Company offered to certain eligible team members. The career transition program included a compensation package, healthcare coverage, career transition services, and accelerated vesting of certain equity awards, if applicable. As a result, the Company incurred charges of \$81.1 million during the year ended December 31, 2022.

Year ended December 31, 2022 Summary

We originated \$133.1 billion in residential mortgage loans, which was a \$218.1 billion, or 62.1%, decrease from the same period in 2021. Our Net Income was \$699.9 million, compared to a Net Income of \$6.1 billion for the same period in 2021. We also generated \$59.3 million of Adjusted EBITDA, which was a decrease of \$6.1 billion, or 99.0%, compared to \$6.2 billion for the same period in 2021. See "Non-GAAP Financial Measures" below for more information on Adjusted EBITDA.

Non-GAAP Financial Measures

To provide investors with information in addition to our results as determined by GAAP, we disclose Adjusted Revenue, Adjusted Net (Loss) Income, Adjusted Diluted (Loss) Earnings Per Share and Adjusted EBITDA (collectively "our non-GAAP financial measures") as non-GAAP measures which management believes provide useful information to investors. We believe that the presentation of our non-GAAP financial measures provides useful information to investors regarding our results of operations because each measure assists both investors and management in analyzing and benchmarking the performance and value of our business. Our non-GAAP financial measures are not calculated in accordance with GAAP and should not be considered as a substitute for revenue, net income, or any other operating performance measure calculated in accordance with GAAP. Other companies may define our non-GAAP financial measures differently, and as a result, our measures of our non-GAAP financial measures may not be directly comparable to those of other companies. Our non-GAAP financial measures provide indicators of performance that are not affected by fluctuations in certain costs or other items. Accordingly, management believes that these measurements are useful for comparing general operating performance from period to period, and management relies on these measures for planning and forecasting of future periods. Additionally, these measures allow management to compare our results with those of other companies that have different financing and capital structures.

We define "Adjusted Revenue" as total revenues net of the change in fair value of mortgage servicing rights ("MSRs") due to valuation assumptions (net of hedges). We define "Adjusted Net (Loss) Income" as tax-effected earnings before share-based compensation expense, the change in fair value of MSRs due to valuation assumptions (net of hedges), loss on extinguishment of Senior Notes, a litigation accrual, career transition program, change in Tax receivable agreement liability, and the tax effects of those adjustments as applicable. We define "Adjusted Diluted (Loss) Earnings Per Share" as Adjusted Net (Loss) Income divided by the diluted weighted average number of Class A common stock outstanding for the applicable period, which assumes the pro forma exchange and conversion of all outstanding Class D common stock for Class A common stock. We define "Adjusted EBITDA" as earnings before interest and amortization expense on non-funding debt, income tax, depreciation and amortization, share-based compensation expense, change in fair value of MSRs due to valuation assumptions (net of hedges), a litigation accrual, career transition program, and change in Tax receivable agreement liability.

We exclude from each of our non-GAAP financial measures the change in fair value of MSRs due to valuation assumptions (net of hedges) as this represents a non-cash non-realized adjustment to our total revenues, reflecting changes in assumptions including discount rates and prepayment speed assumptions, mostly due to changes in market interest rates, which is not indicative of our performance or results of operation. We also exclude effects of contractual prepayment protection associated with sales of MSRs. Adjusted EBITDA includes Interest expense on funding facilities, which are recorded as a component of Interest income, net, as these expenses are a direct cost driven by loan origination volume. By contrast, interest and amortization expense on non-funding debt is a function of our capital structure and is therefore excluded from Adjusted EBITDA.

Our definitions of each of our non-GAAP financial measures allow us to add back certain cash and non-cash charges, and deduct certain gains that are included in calculating Total revenues, net, Net Income attributable to Rocket Companies or Net Income. However, these expenses and gains vary greatly, and are difficult to predict. From time to time in the future, we may include or exclude other items if we believe that doing so is consistent with the goal of providing useful information to investors. During the year ended December 31, 2022, we revised our definition of Adjusted Net (Loss) Income and Adjusted EBITDA to also exclude the cash portion of share-based compensation expenses and the career transition program, respectively, and Adjusted EBITDA to include the Change in Tax receivable agreement liability, as these expenses do not directly affect what we consider to be our core operating performance. Comparative periods presented to the extent impacted were updated.

Although we use our non-GAAP financial measures to assess the performance of our business, such use is limited because they do not include certain material costs necessary to operate our business. Our non-GAAP financial measures can represent the effect of long-term strategies as opposed to short-term results. Our presentation of our non-GAAP financial measures should not be construed as an indication that our future results will be unaffected by unusual or nonrecurring items. Our non-GAAP financial measures have limitations as analytical tools, and you should not consider them in isolation or as a substitute for analysis of our results as reported under U.S. GAAP. Because of these limitations, our non-GAAP financial measures should not be considered as measures of discretionary cash available to us to invest in the growth of our business or as measures of cash that will be available to us to meet our obligations.

Limitations to our non-GAAP financial measures included, but are not limited to:

- (a) they do not reflect every cash expenditure, future requirements for capital expenditures or contractual commitments;
- (b) Adjusted EBITDA does not reflect the significant interest expense or the cash requirements necessary to service interest or principal payment on our debt;
- (c) although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced or require improvements in the future, and Adjusted Revenue, Adjusted Net Income (Loss) and Adjusted EBITDA do not reflect any cash requirement for such replacements or improvements; and
- (d) they are not adjusted for all non-cash income or expense items that are reflected in our Consolidated Statements of Cash Flows.

We compensate for these limitations by using our non-GAAP financial measures along with other comparative tools, together with U.S. GAAP measurements, to assist in the evaluation of operating performance. See below for reconciliation of our non-GAAP financial measures to their most comparable U.S. GAAP measures. Additionally, our U.S. GAAP-based measures can be found in the consolidated financial statements and related notes included elsewhere in this Form 10-K.

Reconciliation of Adjusted Revenue to Total Revenue, net

(\$ in thousands)	Years Ended December 31,		
	2022	2021	2020
Total Revenue, net	\$ 5,838,493	\$ 12,914,466	\$ 15,650,067
Change in fair value of MSR's due to valuation assumptions (net of hedges)(1)	(1,210,947)	(487,473)	1,288,156
Adjusted Revenue	\$ 4,627,546	\$ 12,426,993	\$ 16,938,223

- (1) Reflects changes in assumptions including discount rates and prepayment speed assumptions, mostly due to changes in market interest rates, and the effects of contractual prepayment protection associated with sales of MSR's.

Reconciliation of Adjusted Net (Loss) Income to Net Income Attributable to Rocket Companies

(\$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Net Income attributable to Rocket Companies	\$ 46,421	\$ 308,210	\$ 197,951
Net Income impact from pro forma conversion of Class D common shares to Class A common shares(1)	655,863	5,766,284	9,203,435
Adjustment to the provision for income tax(2)	(138,803)	(1,428,937)	(2,235,345)
Tax-effected Net Income(2)	\$ 563,481	\$ 4,645,557	\$ 7,166,041
Share-based compensation expense(3)	233,760	163,738	162,608
Change in fair value of MSR's due to valuation assumptions (net of hedges)(4)	(1,210,947)	(487,473)	1,288,156
Loss on extinguishment of Senior Notes	—	87,262	43,695
Litigation accrual(5)	—	15,000	—
Career transition program(6)	81,132	—	—
Change in Tax receivable agreement liability(7)	(34,159)	18,835	(7,859)
Tax impact of adjustments(8)	225,949	55,211	(371,015)
Other tax adjustments(9)	3,822	3,732	4,548
Adjusted Net (Loss) Income	\$ (136,962)	\$ 4,501,862	\$ 8,286,174

- (1) Reflects Net Income to Class A common stock from pro forma exchange and conversion of corresponding shares of our Class D common shares held by non-controlling interest holders as of December 31, 2022, 2021 and 2020.
- (2) Rocket Companies is subject to U.S. Federal income taxes, in addition to state, local and Canadian taxes with respect to its allocable share of any net taxable income of Holdings. The Adjustment to the provision for income tax reflects the difference between (a) the income tax computed using the effective tax rates below applied to the Income before income taxes assuming Rocket Companies, Inc. owns 100% of the non-voting common interest units of Holdings and (b) the Provision for income taxes.

	Year Ended December 31,		
	2022	2021	2020
Net income attributable to Rocket Companies	\$ 46,421	\$ 308,210	\$ 197,951
Net income impact from pro forma conversion of Class D common shares to Class A common shares	655,863	5,766,284	9,203,435
Provision for income taxes	41,978	112,738	132,381
Adjusted income before income taxes	744,262	6,187,232	9,533,767
Effective Income Tax Rate for Adjusted Net (Loss) Income	24.29 %	24.92 %	24.84 %
Adjusted provision for income taxes	180,781	1,541,675	2,367,726
Provision for income taxes	41,978	112,738	132,381
Adjustment to the provision for income tax	\$ (138,803)	\$ (1,428,937)	\$ (2,235,345)

	December 31,		
	2022	2021	2020
Statutory U.S. Federal Income Tax Rate	21.00 %	21.00 %	21.00 %
Canadian taxes	0.01	0.01	0.01
State and Local Income Taxes (net of federal benefit)	3.28	3.91	3.83
Effective Income Tax Rate for Adjusted Net (Loss) Income	24.29 %	24.92 %	24.84 %

- (3) The year ended December 31, 2022 amounts exclude the impact of the career transition program.
- (4) Reflects changes in assumptions including discount rates and prepayment speed assumptions, mostly due to changes in market interest rates, and the effects of contractual prepayment protection associated with sales of MSR's.
- (5) Reflects legal accrual related to a specific legal matter.
- (6) Reflects net expenses associated with compensation packages, healthcare coverage, career transition services, and accelerated vesting of certain equity awards.
- (7) Reflects changes in estimates of tax rates and other variables of the Tax receivable agreement liability.
- (8) Tax impact of adjustments gives effect to the income tax related to share-based compensation expense, change in fair value of MSR's due to valuation assumptions, loss on extinguishment of Senior Notes, litigation accrual, career transition program and the change in Tax receivable agreement liability at the effective tax rates for each period.
- (9) Represents tax benefits due to the amortization of intangible assets and other tax attributes resulting from the purchase of Holdings units, net of payment obligations under Tax Receivable Agreement.

Reconciliation of Adjusted Diluted Weighted Average Shares Outstanding to Diluted Weighted Average Shares Outstanding

(\$ in thousands, except per share)	Year Ended December 31,		
	2022	2021	2020
Diluted weighted average Class A common shares outstanding	1,971,620,573	1,989,433,567	116,238,493
Assumed pro forma conversion of Class D shares (1)	—	—	1,872,476,780
Adjusted diluted weighted average shares outstanding	<u>1,971,620,573</u>	<u>1,989,433,567</u>	<u>1,988,715,273</u>
Adjusted Net (Loss) Income (2)	\$ (136,962)	\$ 4,501,862	\$ 8,286,174
Adjusted Diluted (Loss) Earnings Per Share	\$ (0.07)	\$ 2.26	\$ 4.17

- (1) Reflects the proforma exchange and conversion of non-dilutive Class D common stock to Class A common stock. For the year ended December 31, 2020, Class D common shares were anti-dilutive and therefore included in the proforma conversion of Class D shares in the table above. For the years ended December 31, 2022 and 2021, Class D common shares were dilutive and are included in the dilutive weighted average Class A common shares outstanding in the table above.
- (2) Represents Adjusted Net Income for 2020 for the full fiscal year as presented.

Reconciliation of Adjusted EBITDA to Net Income

(\$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Net Income	\$ 699,933	\$ 6,072,163	\$ 9,399,276
Interest and amortization expense on non-funding debt	153,596	230,740	186,301
Income tax provision	41,978	112,738	132,381
Depreciation and amortization	94,020	74,713	74,316
Share-based compensation expense (1)	233,760	163,738	162,608
Change in fair value of MSRs due to valuation assumptions (net of hedges) (2)	(1,210,947)	(487,473)	1,288,156
Litigation accrual (3)	—	15,000	—
Career transition program (4)	81,132	—	—
Change in Tax receivable agreement liability (5)	(34,159)	18,835	(7,859)
Adjusted EBITDA	<u>\$ 59,313</u>	<u>\$ 6,200,454</u>	<u>\$ 11,235,179</u>

- (1) The year ended December 31, 2022 amounts exclude the impact of the career transition program.
- (2) Reflects changes in assumptions including discount rates and prepayment speed assumptions, mostly due to changes in market interest rates, and the effects of contractual prepayment protection associated with sales of MSRs.
- (3) Reflects legal accrual related to a specific legal matter.
- (4) Reflects net expenses associated with compensation packages, healthcare coverage, career transition services, and accelerated vesting of certain equity awards.
- (5) Reflects changes in estimates of tax rates and other variables of the Tax receivable agreement liability.

Key Performance Indicators

We monitor a number of key performance indicators to evaluate the performance of our business operations. Our loan production key performance indicators enable us to monitor our ability to generate gain on sale revenue as well as understand how our performance compares to the total mortgage origination market. Our servicing portfolio key performance indicators enable us to monitor the overall size of our servicing portfolio of business, the related value of our mortgage servicing rights, and the health of the business as measured by the average MSR delinquency rate. Other key performance indicators for other Rocket Companies, besides Rocket Mortgage ("Other Rocket Companies"), allow us to monitor both revenues and unit sales generated by these businesses. We also include Rockethomes.com average unique monthly visits, as we believe traffic on the site is an indicator of consumer interest.

The following summarizes key performance indicators of the business:

(Units and \$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Rocket Mortgage(1)			
Loan Production Data			
Closed loan origination volume	\$ 133,129,283	\$ 351,193,352	\$ 320,208,777
Direct to Consumer origination volume	\$ 78,641,022	\$ 199,894,693	\$ 200,543,558
Partner Network origination volume	\$ 54,488,261	\$ 151,298,659	\$ 119,665,219
Gain on sale margin(2)	2.82 %	3.13 %	4.46 %
Servicing Portfolio Data			
Total serviced UPB (includes subserviced)	\$ 534,704,602	\$ 551,866,424	\$ 409,552,743
MSRs UPB of loans serviced	\$ 486,540,840	\$ 485,087,214	\$ 371,494,905
UPB of loans subserviced and temporarily serviced	48,163,762	66,779,210	38,057,838
Total loans serviced (includes subserviced)	2,534.5	2,565.1	2,059.2
Number of MSRs loans serviced	2,412.1	2,384.2	1,975.6
Number of loans subserviced and temporarily serviced	122.4	180.9	83.6
MSR fair value multiple(3)	4.98	3.91	2.53
Total serviced delinquency rate, excluding loans in forbearance (60+)	0.88 %	0.94 %	0.84 %
Total serviced MSR delinquency rate (60+)	1.20 %	1.60 %	3.91 %
Net client retention rate(4)	95 %	91 %	91 %
Select Other Rocket Companies			
Amrock gross revenue(5)	\$ 504,270	\$ 1,393,174	\$ 1,251,381
Amrock closings	344.0	1,115.1	1,040.1
Rocket Homes gross revenue(5)	\$ 52,796	\$ 57,559	\$ 45,628
Rocket Homes real estate transactions	32.7	33.1	27.4
Rockethomes.com average unique monthly visitors(6)	2,053.3	1,829.7	568.5
Rocket Loans gross revenue(5)	\$ 68,828	\$ 95,442	\$ 393,879
Rocket Loans closed units	28.2	17.4	9.1
Rock Connections gross revenue(5)	\$ 108,652	\$ 68,783	\$ 90,196
Total Select Other Rocket Companies gross revenue	\$ 734,546	\$ 1,614,958	\$ 1,781,084
Total Select Other Rocket Companies net revenue(7)	\$ 619,272	\$ 1,543,023	\$ 1,694,719

- (1) Rocket Mortgage origination volume and gain on sale margins exclude all reverse mortgage activity.
- (2) Gain on sale margin is calculated by dividing Gain on sale of loans, net by the net rate lock volume for the period. Gain on sale of loans, net includes the net gain on sale of loans, fair value of originated MSRs, fair value adjustments on originated loans held for sale and IRLC's, and revaluation of forward commitments economically hedging loans held for sale and IRLCs. This metric is a measure of gain on sale revenue and excludes revenues from

Rocket Loans, changes in the loan repurchase reserve and fair value adjustments on repurchased loans held on our balance sheet, such as early buyouts.

- (3) MSR fair market value multiple is a metric used to determine the relative value of the MSR asset in relation to the annualized retained servicing fee, which is the cash that the holder of the MSR asset would receive from the portfolio as of such date. It is calculated as the quotient of (a) the MSR fair market value as of a specified date divided by (b) the weighted average annualized retained servicing fee for our MSR portfolio as of such date. The weighted average annualized retained servicing fee for our MSR portfolio was 0.29%, 0.28%, and 0.30% for the years ended December 31, 2022, 2021, and 2020, respectively. The vast majority of our portfolio consists of originated MSRs and consequently, the impact of purchased MSRs does not have a material impact on our weighted average service fee.
- (4) This metric measures our retention across a greater percentage of our client bases versus our recapture rate. We define "net client retention rate" as the number of clients that were active at the beginning of a period and which remain active at the end of the period, divided by the number of clients that were active at the beginning of the period. This metric excludes clients whose loans were sold during the period as well as clients to whom we did not actively market to due to contractual prohibitions or other business reasons. We define "active" as those clients who do not pay-off their mortgage with us and originate a new mortgage with another lender during the period.
- (5) This revenue is only reported annually.
- (6) Rockethomes.com average unique monthly visits is calculated by a third party service that monitors website activity. This metric doesn't necessarily have a direct correlation to revenues and is used primarily to monitor consumer interest in the Rockethomes.com site.
- (7) Net revenue presented above is calculated as gross revenues less intercompany revenue eliminations, as a portion of the Select Other Rocket Companies revenues is generated through intercompany transactions. These intercompany transactions take place with entities that are part of our platform. Consequently, we view gross revenue of individual Select Other Rocket Companies as a key performance indicator, and we consider net revenue of Select Other Rocket Companies on a combined basis.

Description of Certain Components of Financial Data

Components of revenue

Our sources of revenue include gain on sale of loans, loan servicing income, interest income, and other income.

Gain on sale of loans, net

Gain on sale of loans, net includes all components related to the origination and sale of mortgage loans, including (1) net gain on sale of loans, which represents the premium we receive in excess of the loan principal amount and certain fees charged by investors upon sale of loans into the secondary market, (2) loan origination fees, credits, points and certain costs, (3) provision for or benefit from investor reserves, (4) the change in fair value of interest rate locks ("IRLCs" or "rate lock") and loans held for sale, (5) the gain or loss on forward commitments hedging loans held for sale and IRLCs, and (6) the fair value of originated MSRs. MSR assets are created at the time Mortgage Loans Held for Sale are securitized and sold to investors for cash, while the Company retains the right to service the loan.

An estimate of the gain on sale of loans, net is recognized at the time an IRLC is issued, net of an estimated pull-through factor. The pull-through factor is a key assumption and estimates the loan funding probability, as not all loans that reach IRLC status will result in a closed loan. Subsequent changes in the fair value of IRLCs and mortgage loans held for sale are recognized in current period earnings. When the mortgage loan is sold into the secondary market (i.e., funded), any difference between the proceeds received and the current fair value of the loan is recognized in current period earnings in gain on sale of loans.

Loan origination fees generally include underwriting and processing fees. Loan origination costs include lender paid mortgage insurance, recording taxes, investor fees and other related expenses. Net loan origination fees and costs related to the origination of mortgage loans are recognized as a component of the fair value of IRLCs.

We establish reserves for our estimated liabilities associated with the potential repurchase or indemnity of purchasers of loans previously sold due to representation and warranty claims by investors. Additionally, the reserves are established for the estimated liabilities from the need to repay, where applicable, a portion of the premium received from investors on the sale of certain loans if such loans are repaid in their entirety within a specified time period after the sale of the loans. The provision for or benefit from investor reserves is recognized in current period earnings in gain on sale of loans.

We enter into derivative transactions to protect against the risk of adverse interest rate movements that could impact the fair value of certain assets, including IRLCs and loans held for sale. We primarily use forward loan sales commitments to hedge our interest rate risk exposure. Changes in the value of these derivatives, or hedging gains and losses, are included in gain on sale of loans.

Included in gain on sale of loans, net is also the fair value of originated MSR, which represents the estimated fair value of MSR related to loans which we have sold and retained the right to service.

Loan servicing income (loss), net

The value of newly originated MSR is recognized as a component of the gain on sale of loans, net when loans are sold and the associated servicing rights are retained. Loan servicing fee income consists of the contractual fees earned for servicing the loans and includes ancillary revenue such as late fees and modification incentives. Loan servicing fee income is recorded to income as earned, which is upon collection of payments from borrowers. We have elected to subsequently measure the MSR at fair value on a recurring basis. Changes in fair value of MSR, net primarily due to the realization of expected cash flows and/or changes in valuation inputs and estimates, are recognized in current period earnings. Furthermore, we also include in loan servicing income (loss), net the gains and losses related to MSR collateral financing liability and MSR financing liability.

We regularly perform a comprehensive analysis of the MSR portfolio in order to identify and sell certain MSR that do not align with our strategy for retaining MSR. To hedge against interest rate exposure on these assets, we enter into forward loan purchase commitments. Changes in the value of derivatives designed to protect against MSR value fluctuations, or MSR hedging gains and losses, are included as a component of servicing fee loss, net.

Interest income, net

Interest income, net is interest earned on mortgage loans held for sale net of the interest expense paid on our loan funding facilities.

Other income

Other income includes revenues generated from Amrock (title insurance services, property valuation, and settlement services), Rocket Homes (real estate network referral fees), Rocket Auto (auto marketplace sales revenues), Core Digital Media (third party lead generation revenues), Rock Connections (third party sales and support revenues), Rocket Money (personal finance), Rocket Loans (personal loans) and professional service fees. The professional service fees represent amounts received in exchange for professional services provided to affiliated companies. Services are provided primarily in connection with technology, facilities, human resources, accounting, training, and security functions. Other income also includes revenues from investment interest income and other miscellaneous income items.

Components of operating expenses

Our operating expenses as presented in the statement of operations data include salaries, commissions and team member benefits, general and administrative expenses, marketing and advertising expenses, and other expenses.

Salaries, commissions and team member benefits

Salaries, commissions and team member benefits include all payroll, benefits, and share-based compensation expenses for our team members.

General and administrative expenses

General and administrative expenses primarily include occupancy costs, professional services, loan processing expenses on loans that do not close or that are not charged to clients on closed loans, commitment fees, fees on loan funding facilities, license fees, office expenses and other operating expenses.

Marketing and advertising expenses

Marketing and advertising expenses are primarily related to performance and brand marketing.

Other expenses

Other expenses primarily consist of expenses generated from Amrock (title insurance services, property valuation, and settlement services), depreciation and amortization on property and equipment, and mortgage servicing related expenses.

Income taxes

Our income tax expense, deferred tax assets and liabilities, and reserves for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. We are subject to income taxes predominantly in the United States and Canada. These tax laws are often complex and may be subject to different interpretations. To determine the financial statement impact of accounting for income taxes, the Company must make assumptions and judgements about how to interpret and apply these complex tax laws to numerous transactions and business events, as well as make judgements regarding the timing of when certain items may affect taxable income in the United States and Canada.

Deferred income taxes arise from temporary differences between the financial statement carrying amount and the tax basis of assets and liabilities. In evaluating our ability to recover our deferred tax assets within the jurisdiction from which they arise, we consider all available positive and negative evidence including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and recent results of operations. If based upon all available positive and negative evidence, it is more likely than not that the deferred tax assets will not be realized, a valuation allowance is established. The valuation allowance may be reversed in a subsequent reporting period if the Company determines that it is more likely than not that all or part of the deferred tax asset will become realizable.

Our interpretations of tax laws are subject to review and examination by various taxing authorities and jurisdictions where the Company operates, and disputes may occur regarding its view on a tax position. These disputes over interpretations with the various tax authorities may be settled by audit, administrative appeals or adjudication in the court systems of the tax jurisdictions in which the Company operates. We regularly review whether we may be assessed additional income taxes as a result of the resolution of these matters, and the Company records additional reserves as appropriate. In addition, the Company may revise its estimate of income taxes due to changes in income tax laws, legal interpretations, and business strategies. We recognize the financial statement effects of uncertain income tax positions when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. We record interest and penalties related to uncertain income tax positions in income tax expense. For additional information regarding our provision for income taxes refer to *Note 12, Income Taxes*.

Tax Receivable Agreement

In connection with the reorganization completed prior to our IPO in 2020, the Company entered into a Tax Receivable Agreement with RHI and our Chairman ("LLC Members") that will obligate the Company to make payments to the LLC Members generally equal to 90% of the applicable cash tax savings that the Company actually realizes or in some cases is deemed to realize as a result of the tax attributes generated by (i) certain increases in our allocable share of the tax basis in Holdings' assets resulting from (a) the purchases of Holdings Units (along with the corresponding shares of our Class D common stock or Class C common stock) from the LLC Members (or their transferees of Holdings Units or other assignees) using the net proceeds from our initial public offering or in any future offering, (b) exchanges by the LLC Members (or their transferees of Holdings Units or other assignees) of Holdings Units (along with the corresponding shares of our Class D common stock or Class C common stock) for cash or shares of our Class B common stock or Class A common stock, as applicable, or (c) payments under the Tax Receivable Agreement; (ii) tax benefits related to imputed interest deemed arising as a result of payments made under the Tax Receivable Agreement and (iii) disproportionate allocations (if any) of tax

benefits to Holdings as a result of section 704(c) of the Code that relate to the reorganization transactions. The Company will retain the benefit of the remaining 10% of these tax savings.

Intangible Assets

Definite-lived intangible assets primarily consist of customer relationships and technology acquired through business combinations and are recorded at their estimated fair value at the date of acquisition. These assets are amortized on a straight-line basis over their estimated useful lives and are tested for impairment only if events or circumstances indicate that the assets might be impaired.

Indefinite-lived intangible assets consist of licenses to perform title insurance services acquired through business combinations and are recorded at their estimated fair value at the date of acquisition. The Company tests indefinite-lived intangible assets consistent with the policy described below for goodwill.

Goodwill

Goodwill is the excess of the purchase price over the estimated fair value of identifiable net assets acquired in business combinations. The Company tests goodwill for impairment annually in the fourth quarter, or more frequently when indications of potential impairment exist. The Company monitors the existence of potential impairment indicators throughout the fiscal year. Goodwill impairment testing is performed at the reporting unit level. The Company may elect to perform either a qualitative test or a quantitative test to determine if it is more likely than not that the carrying value of a reporting unit exceeds its estimated fair value. Fair value reflects the price a market participant would be willing to pay in a potential sale of the reporting unit. If the estimated fair value exceeds carrying value, then we conclude that no goodwill impairment has occurred. If the carrying value of the reporting unit exceeds its estimated fair value, the Company recognizes an impairment loss in an amount equal to the excess, not to exceed the amount of goodwill allocated to the reporting unit. Refer to *Note 9, Goodwill and Intangible Assets*, for further information on the goodwill attributable to the Company's acquisitions.

Share-based compensation

Share-based compensation is comprised of both equity and liability awards and is measured and expensed accordingly under Accounting Standards Codification ("ASC") 718 *Compensation—Stock Compensation*. As indicated above, share-based compensation expense is included as part of salaries, commissions and team member benefits.

Non-Controlling Interest

We are the sole managing member of Holdings and consolidate the financial results of Holdings. Therefore, we report a non-controlling interest based on the Holdings Units of Holdings held by our Chairman and RHI on our Consolidated Balance Sheets. Income or loss is attributed to the non-controlling interests based on the weighted average Holdings Units outstanding during the period and is presented on the Consolidated Statements of Income and Comprehensive Income. Refer to *Note 17, Non-controlling Interests* for more information on non-controlling interests.

Results of Operations for the years ended December 31, 2022, 2021 and 2020

Summary of Operations

Condensed Statement of Operations Data (\$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Revenue			
Gain on sale of loans, net	\$ 3,137,417	\$ 10,468,574	\$ 15,070,703
Servicing fee income	1,458,637	1,325,938	1,074,255
Change in fair value of MSR's	185,036	(689,432)	(2,379,355)
Interest income, net	184,203	168,940	84,070
Other income	873,200	1,640,446	1,800,394
Total revenue, net	5,838,493	12,914,466	15,650,067
Expenses			
Salaries, commissions and team member benefits	2,797,868	3,356,815	3,238,301
General and administrative expenses	906,195	1,183,418	1,053,080
Marketing and advertising expenses	945,694	1,249,583	949,933
Interest and amortization expense on non-funding-debt	153,596	230,740	186,301
Other expenses	293,229	709,009	690,795
Total expenses	5,096,582	6,729,565	6,118,410
Income before income taxes	\$ 741,911	\$ 6,184,901	\$ 9,531,657
Provision for income taxes	(41,978)	(112,738)	(132,381)
Net Income	699,933	6,072,163	9,399,276
Net income attributable to non-controlling interest	(653,512)	(5,763,953)	(9,201,325)
Net income attributable to Rocket Companies	\$ 46,421	\$ 308,210	\$ 197,951

Gain on sale of loans, net

The components of gain on sale of loans for the periods presented were as follows:

(\$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Net (loss) gain on sale of loans(1)	\$ (579,562)	\$ 7,462,202	\$ 12,784,611
Fair value of originated MSR's	1,970,647	3,864,359	3,124,659
(Provision for) benefit from investor reserves	(58,140)	8,557	(36,814)
Fair value adjustment on loans held for sale and IRLCs	(822,289)	(2,106,952)	2,102,884
Revaluation gain (loss) from forward commitments economically hedging loans held for sale and IRLCs	2,626,761	1,240,408	(2,904,637)
Gain on sale of loans, net	\$ 3,137,417	\$ 10,468,574	\$ 15,070,703

(1) Net (loss) gain on sale of loans represents the premium received in excess of the UPB, plus net origination fees.

The table below provides details of the characteristics of our mortgage loan production for each of the periods presented:

(\$ in thousands) Loan origination volume by type	Year Ended December 31,		
	2022	2021	2020
Conventional Conforming	\$ 96,103,677	\$ 273,463,292	\$ 262,509,809
FHA/VA	28,208,025	55,231,445	47,975,043
Non Agency	8,817,581	22,498,615	9,723,925
Total mortgage loan origination volume	\$ 133,129,283	\$ 351,193,352	\$ 320,208,777
Portfolio metrics			
Average loan amount	\$ 283	\$ 281	\$ 278
Weighted average loan-to-value ratio	72.30 %	67.87 %	69.42 %
Weighted average credit score	733	749	756
Weighted average loan rate	4.45 %	2.80 %	3.04 %
Percentage of loans sold			
To GSEs and government	91.70 %	92.98 %	97.85 %
To other counterparties	8.30 %	7.02 %	2.15 %
Servicing-retained	99.53 %	95.23 %	96.69 %
Servicing-released	0.47 %	4.77 %	3.31 %
Net rate lock volume(1)	\$ 117,756,897	\$ 333,790,140	\$ 338,666,648
Gain on sale margin(2)	2.82 %	3.13 %	4.46 %

- (1) Net rate lock volume includes the UPB of loans subject to IRLCs, net of the pull-through factor as described in the “Description of Certain Components of Financial Data” section above.
- (2) Gain on sale margin is calculated by dividing Gain on sale of loans, net by the net rate lock volume for the period. Gain on sale of loans, net includes the net gain on sale of loans, fair value of originated MSR’s, fair value adjustments on originated loans held for sale and IRLC’s, and revaluation of forward commitments economically hedging loans held for sale and IRLCs. This metric is a measure of gain on sale revenue and excludes revenues from Rocket Loans, changes in the loan repurchase reserve and fair value adjustments on repurchased loans held on our balance sheet, such as early buyouts. See the table above for each of the components of gain on sale of loans, net.

Overview of the Gain on sale of loans, net table

At the time an IRLC is issued, an estimate of the *Gain on sale of loans, net* is recognized in the *Fair value adjustment on loans held for sale and IRLCs* component in the table above. Subsequent changes in the fair value of IRLCs and mortgage loans held for sale are recognized in this same component as the loan progresses through closing, which is the moment that loans move from an IRLC to a loan held for sale, and ultimately through the sale of the loan. We deploy a hedge strategy to mitigate the impact of interest rate changes from the point of the IRLC through the sale of the loan. The changes to the *Fair value adjustment on loans held for sale and IRLCs* in each period is dependent on several factors, including mortgage origination volume, how long a loan remains at a given stage in the origination process and the movement of interest rates during that period as compared to the immediately preceding period. Loans originated during an increasing rate environment generally decrease in value, and loans originated during a decreasing rate environment generally increase in value. When the mortgage loan is sold into the secondary market, any difference between the proceeds received and the current fair value of the loan is recognized and moves from the *Fair value adjustment on loans held for sale and IRLCs* component in the *Net (loss) gain on sale of loans* component in the table above. The *Revaluation from forward commitments economically hedging loans held for sale and IRLCs* component reflects the forward hedge commitments intended to offset the various fair value adjustments that impact the *Fair value adjustment on loans held for sale and IRLCs* and the *Net (loss) gain on sale of loans* components. As a result, these three components should be evaluated in combination when evaluating *Gain on sale of loans, net*, as the sum of these components are primarily driven by net rate lock volume. Furthermore, at the point of sale of the loan, the *Fair value of originated MSR’s* and the *(Provision for) benefit from investor reserves* are recognized each in their respective components shown above.

Year ended December 31, 2022 summary

Gain on sale of loans, net was \$3.1 billion, a decrease of \$7.3 billion, or 70.0%, as compared with \$10.5 billion for the same period in 2021, primarily driven by the changes in Net (loss) gain on sale of loans, Fair value adjustment on loans held for sale and IRLCs and Revaluation from forward commitments economically hedging loans held for sale. Interest rate increases during the year led to lower consumer demand, which drove a 65% decrease in net rate lock volume, resulting in an 81% combined decrease in these three components.

The fair value of MSRs originated was \$2.0 billion, a decrease of \$1.9 billion or 49.0%, as compared with \$3.9 billion in 2021. The decrease was primarily due to a reduction in sold loan volume of \$208.1 billion, or 59.0%, to \$144.6 billion in 2022 from \$352.7 billion in 2021.

The (provision for) benefit from investor reserves is related to the provision to establish our estimated liabilities associated with the potential repurchase or indemnity of purchasers of loans previously sold due to representation and warranty claims by investors. The \$66.7 million, or 779% change compared to 2021, was primarily due to a decrease in the forecasted probability of future loan repurchases in 2021, which resulted in a reduction to our provision in 2021 and an increase of our investor reverses in 2022.

Loan servicing income (loss), net

For the periods presented, loan servicing income (loss), net consisted of the following:

(\$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Retained servicing fee	\$ 1,416,488	\$ 1,292,031	\$ 1,043,147
Subservicing income	9,066	9,389	7,996
Ancillary income	33,083	24,518	23,112
Servicing fee income	1,458,637	1,325,938	1,074,255
Change in valuation model inputs or assumptions	1,279,945	510,869	(1,360,052)
Change in fair value of MSR hedge	(68,998)	(23,396)	71,896
Collection / realization of cash flows	(1,025,911)	(1,176,905)	(1,091,199)
Change in fair value of MSRs	185,036	(689,432)	(2,379,355)
Loan servicing income (loss), net	\$ 1,643,673	\$ 636,506	\$ (1,305,100)

(\$ in thousands)	December 31,		
	2022	2021	2020
MSR UPB of loans serviced	\$ 486,540,840	\$ 485,087,214	\$ 371,494,905
Number of MSR loans serviced	2,412,117	2,384,150	1,975,605
UPB of loans subserviced and temporarily serviced	\$ 48,163,762	\$ 66,779,210	\$ 38,057,838
Number of loans subserviced and temporarily serviced	122,380	180,900	83,622
Total serviced UPB	\$ 534,704,602	\$ 551,866,424	\$ 409,552,743
Total loans serviced	2,534,497	2,565,050	2,059,227
MSR fair value	\$ 6,946,940	\$ 5,385,613	\$ 2,862,685
Total serviced delinquency rate, excluding loans in forbearance (60+)	0.88%	0.94%	0.84%
Total serviced delinquency count (60+) as % of total	1.20%	1.60%	3.91%
Weighted average credit score	736	738	740
Weighted average LTV	71.08%	70.57%	72.12%
Weighted average loan rate	3.40%	3.17%	3.54%
Weighted average service fee	0.29%	0.28%	0.30%

Loan servicing income, net was \$1.6 billion, which compares to \$0.6 billion for the same period in 2021. The change in valuation model inputs or assumptions was a \$1.3 billion increase in 2022, as compared to a \$510.9 million increase in 2021, predominately due to lower prepayment speed assumptions, which was due to the increase in mortgage interest rates. Servicing fee income also increased to \$1.5 billion as compared to \$1.3 billion for the same period in 2021, primarily as a result of the growth in our average servicing unpaid principal balances throughout the year, as well as an increase in the weighted average service fee.

Interest income, net

The components of interest income, net for the periods presented were as follows:

(\$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Interest income	\$ 350,591	\$ 430,086	\$ 329,593
Interest expense on funding facilities	(166,388)	(261,146)	(245,523)
Interest income, net	\$ 184,203	\$ 168,940	\$ 84,070

Interest income, net was \$184.2 million, an increase of \$15.3 million, or 9.0%, as compared to \$168.9 million for the same period in 2021. The increase in interest income, net in 2022 was attributable to higher mortgage interest rates, which positively impacted interest income, and lower interest expense on funding facilities attributable to more corporate cash used to self-fund loans in 2022 compared to 2021 as a percent of total originations.

Other income

(\$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Amrock revenue	\$ 503,137	\$ 1,390,305	\$ 1,251,047
Rocket Money revenue	141,618	2,349	—
Rocket Loans revenue	65,733	93,201	392,840
Rocket Homes revenue	48,293	54,208	43,102
Other (1)	114,419	100,383	113,405
Total Other income	\$ 873,200	\$ 1,640,446	\$ 1,800,394

(1) Other consists of revenue from additional entities, investment interest income, and other miscellaneous income.

Other income decreased \$767.2 million, or 46.8%, to \$873.2 million, as compared to \$1.6 billion for the same period in 2021. The decrease was primarily a reduction in revenues at Amrock of \$887.2 million or 63.8%, driven by fewer mortgage originations at Rocket Mortgage, which led to a decrease in title, closing, and settlement revenue at Amrock.

Expenses

Expenses for the periods presented were as follows:

(\$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Salaries, commissions and team member benefits	\$ 2,797,868	\$ 3,356,815	\$ 3,238,301
General and administrative expenses	906,195	1,183,418	1,053,080
Marketing and advertising expenses	945,694	1,249,583	949,933
Interest and amortization expense on non-funding debt	153,596	230,740	186,301
Other expenses	293,229	709,009	690,795
Total expenses	\$ 5,096,582	\$ 6,729,565	\$ 6,118,410

Total expenses were \$5.1 billion, a decrease of \$1.6 billion or 24.3%, as compared with \$6.7 billion for the same period in 2021. The decrease was driven by our cost reduction efforts affecting salaries, commissions, and team member benefits, general and administrative expenses, marketing and advertising expenses and other expenses including production and other

vendor-related costs. In 2022, salaries, commissions and team member benefits was \$2.8 billion, a decrease of \$0.6 billion, or 16.7%, primarily due to a decrease in team members in production roles and lower variable compensation associated with lower production levels. General and administrative expenses were \$906.2 million, a decrease of \$277.2 million, or 23.4%, primarily due to decreases in third party professional services spend and decreases in variable expenses. Market and advertising expenses was \$945.7 million, a decrease of \$303.9 million, or 24.3%, primarily due to a decrease in performance marketing in 2022. Other expenses were \$293.2 million, a decrease of \$415.8 million, or 58.6%, associated with a decrease in title revenue at Amrock.

Summary results by segment for the years ended December 31, 2022, 2021 and 2020

Our operations are organized by distinct marketing channels which promote client acquisition into our platform and include two reportable segments: Direct to Consumer and Partner Network. In the Direct to Consumer segment, clients have the ability to interact with the Rocket Mortgage app and/or with our mortgage bankers, consisting of sales team members across our platform. We market to potential clients in this segment through various performance marketing channels. The Direct to Consumer segment derives revenue from originating, closing, selling and servicing predominantly agency-conforming loans, which are pooled and sold to the secondary market. This also includes providing title insurance services, appraisals and settlement services to these clients as part of our end-to-end mortgage origination experience. Servicing activities are fully allocated to the Direct to Consumer segment as they are viewed as an extension of the client experience with the primary objective to establish and maintain positive, regular touchpoints with our clients, which positions us to have high retention and recapture the clients' next refinance, purchase, and personal loan transactions. These activities position us to be the natural choice for clients' next refinance or purchase transaction.

The Rocket Professional platform supports our Partner Network segment, where we leverage our superior client service and widely recognized brand to grow marketing and influencer relationships, and our mortgage broker partnerships through Rocket Pro TPO. Our marketing partnerships consist of well-known consumer-focused companies that find value in our award-winning client experience and want to offer their clients mortgage solutions with our trusted, widely recognized brand. These organizations connect their clients directly to us through marketing channels and a referral process. Our influencer partnerships are typically with companies that employ licensed mortgage professionals that find value in our client experience, technology and efficient mortgage process, where mortgages may not be their primary offering. We also enable clients to start the mortgage process through the Rocket platform in the way that works best for them, including through a local mortgage broker. Rocket Pro TPO works exclusively with mortgage brokers, community banks and credit unions. Rocket Pro TPO's partners provide the face-to-face service their clients desire, while tapping into the expertise, technology and award-winning process of Rocket Mortgage.

We measure the performance of the segments primarily on a contribution margin basis. Contribution margin is intended to measure the direct profitability of each segment and is calculated as Adjusted Revenue less Directly attributable expenses. Adjusted Revenue is a non-GAAP financial measure described above. Directly attributable expenses include salaries, commissions and team member benefits, general and administrative expenses, marketing and advertising expenses and other expenses, such as direct servicing costs and origination costs. For segments, we measure gain on sale margin of sold loans and refer to this metric as 'sold loan gain on sale margin.' A loan is considered sold when it is sold to investors on the secondary market. In previous disclosures, 'sold loans' were referred to as 'funded loans'. Sold loan gain on sale margin represents revenues on loans that have been sold divided by the sold UPB amount. Sold loan gain on sale margin is used specifically in the context of measuring the gain on sale margins of our Direct to Consumer and Partner Network segments. Sold loan gain on sale margin is an important metric in evaluating the revenue generating performance of our segments as it allows us to measure this metric at a segment level with a high degree of precision. By contrast, 'gain on sale margin', which we use outside of the segment discussion, measures the gain on sale revenue generation of our combined mortgage business. See below for our overview and discussion of segment results for the years ended December 31, 2022, 2021 and 2020. For additional discussion, see *Note 16, Segments* of the consolidated financial statements of this Form 10-K.

Direct to Consumer Results

(\$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Sold Loan Volume	\$ 84,142,087	\$ 213,888,883	\$ 199,841,530
Sold Loan Gain on Sale Margin	4.14 %	4.75 %	5.48 %
Revenue			
Gain on sale	\$ 2,573,970	\$ 8,843,040	\$ 12,076,569
Interest income	222,621	265,438	215,171
Interest expense on funding facilities	(106,561)	(161,867)	(161,478)
Service fee income	1,455,121	1,323,171	1,070,463
Changes in fair value of MSR's	185,036	(689,432)	(2,379,355)
Other income	449,813	1,001,060	900,520
Total Revenue, net	\$ 4,780,000	\$ 10,581,410	\$ 11,721,890
(Increase) decrease in MSR's due to valuation assumptions (net of hedges)	(1,210,947)	(487,473)	1,288,156
Adjusted Revenue	\$ 3,569,053	\$ 10,093,937	\$ 13,010,046
Less: Directly Attributable Expenses(1)	2,517,850	3,697,774	3,637,525
Contribution Margin	\$ 1,051,203	\$ 6,396,163	\$ 9,372,521

(1) Direct expenses attributable to operating segments exclude corporate overhead, depreciation and amortization, and interest and amortization expense on non-funding debt.

Year ending December 31, 2022 summary

Direct to Consumer Adjusted Revenue decreased \$6.5 billion, or 64.6% to \$3.6 billion in 2022 from \$10.1 billion in 2021. The decrease was driven by a decrease in sold loan volume and sold loan gain on sale margin, resulting in decreased gain on sale revenue of \$6.3 billion, or 70.9%. On a sold loan basis, the Direct to Consumer segment generated \$84.1 billion in volume in 2022, a decrease of \$129.7 billion, or 60.7%, as compared to 2021. In addition, sold loan gain on sale margin was 4.14% in 2022, as compared to 4.75% in 2021, driven primarily by more price competition related to excess industry capacity.

Direct to Consumer attributable expenses decreased \$1.2 billion, or 31.9%, to \$2.5 billion in 2022 compared to \$3.7 billion in 2021. The decrease was due to decreased variable compensation and loan processing costs associated with lower volumes, fewer team members in production roles and reduced marketing spend.

Direct to Consumer Contribution Margin decreased \$5.3 billion, or 83.6%, to \$1.1 billion in 2022 compared to \$6.4 billion in 2021. The decrease in Contribution Margin was driven primarily by a decrease in sold loan volume and sold loan gain on sale margin.

Partner Network Results

(\$ in thousands)	Year Ended December 31,		
	2022	2021	2020
Sold Loan Volume	\$ 60,498,569	\$ 138,802,940	\$ 106,530,173
Sold Loan Gain on Sale Margin	1.05 %	1.20 %	2.19 %
Revenue			
Gain on sale	540,234	1,597,569	2,986,418
Interest income	125,034	161,256	111,876
Interest expense on funding facilities	(59,818)	(99,226)	(83,628)
Other income	33,163	105,976	165,699
Total Revenue, net	\$ 638,613	\$ 1,765,575	\$ 3,180,365
(Increase) decrease in MSRs due to valuation assumptions (net of hedges)	—	—	—
Adjusted Revenue	\$ 638,613	\$ 1,765,575	\$ 3,180,365
Less: Directly Attributable Expenses	362,317	686,296	537,543
Total Contribution Margin	\$ 276,296	\$ 1,079,279	\$ 2,642,822

Year ending December 31, 2022 summary

Partner Network Adjusted Revenue decreased \$1.1 billion, or 63.8% to \$638.6 million in 2022 from \$1.8 billion in 2021. The decrease was driven by a decrease in sold loan volume and sold loan gain on sale margin. On a sold loan basis, the Partner Network segment generated \$60.5 billion in volume in 2022, a decrease of \$78.3 billion, or 56.4%, as compared to 2021. In addition, sold loan gain on sale margin was 1.05% in 2022, as compared to 1.20% in 2021, driven primarily by more price competition related to excess industry capacity.

Partner Network Directly Attributable Expenses decreased \$324.0 million, or 47.2%, to \$362.3 million in 2022 compared to \$686.3 million in 2021. The decrease was due to lower variable compensation and loan processing costs associated with lower volumes and fewer team members in production roles.

Partner Network Contribution Margin decreased \$803.0 million, or 74.4%, to \$276.3 million in 2022 compared to \$1.1 billion in 2021. The decrease in Contribution Margin was driven by a decrease in sold loan volume and sold loan gain on sale margin as noted above.

Liquidity and Capital Resources

Historically, our primary sources of liquidity have included:

- cash flow from our operations, including:
 - sale of whole loans into the secondary market;
 - sale of mortgage servicing rights into the secondary market;
 - loan origination fees;
 - servicing fee income; and
 - interest income on loans held for sale;
- borrowings, including under our loan funding facilities and other secured and unsecured financing facilities; and
- cash and marketable securities on hand.

Historically, our primary uses of funds have included:

- origination of loans;
- interest expense;
- repayment of debt;
- operating expenses; and
- distributions to RHI including those to fund distributions for payment of taxes by RHI shareholders.

We are also subject to contingencies which may have a significant impact on the use of our cash.

In order to originate and aggregate loans for sale into the secondary market, we use our own working capital and borrow or obtain money on a short-term basis primarily through committed and uncommitted loan funding facilities established with large global banks.

Our loan funding facilities are primarily in the form of master repurchase agreements. We also have loan funding facilities directly with the GSEs. Loans financed under these facilities are generally financed at approximately 97% to 98% of the principal balance of the loan (although certain types of loans are financed at lower percentages of the principal balance of the loan), which requires us to fund the balance from cash generated from operations. Once closed, the underlying residential mortgage loan that is held for sale is pledged as collateral for the borrowing or advance that was made under these loan funding facilities. In most cases, the loans will remain in one of the loan funding facilities for only a short time, generally less than one month, until the loans are pooled and sold. During the time the loans are held for sale, we earn interest income from the borrower on the underlying mortgage loan. This income is partially offset by the interest and fees we have to pay under the loan funding facilities.

When we sell a pool of loans in the secondary market, the proceeds received from the sale of the loans are used to pay back the amounts we owe on the loan funding facilities. We rely on the cash generated from the sale of loans to fund future loans and repay borrowings under our loan funding facilities. Delays or failures to sell loans in the secondary market could have an adverse effect on our liquidity position.

As discussed in *Note 6, Borrowings*, of the notes to the consolidated financial statements included in this Form 10-K, as of December 31, 2022, we had 15 different funding facilities in different amounts and with various maturities together with the Senior Notes. At December 31, 2022, the aggregate available amount under our facilities was \$22.3 billion, with combined outstanding balances of \$4.2 billion and unutilized capacity of \$18.1 billion.

The amount of financing actually advanced on each individual loan under our loan funding facilities, as determined by agreed upon advance rates, may be less than the stated advance rate depending, in part, on the market value of the mortgage loans securing the financings. Each of our loan funding facilities allows the bank providing the funds to evaluate the market value of the loans that are serving as collateral for the borrowings or advances being made. If the bank determines that the value of the collateral has decreased, the bank can require us to provide additional collateral or reduce the amount outstanding with respect to those loans (e.g., initiate a margin call). Our inability or unwillingness to satisfy the request could result in the termination of the facilities and possible default under our other loan funding facilities. In addition, a large unanticipated margin call could have a material adverse effect on our liquidity.

The amount owed and outstanding on our loan funding facilities fluctuates significantly based on our origination volume, the amount of time it takes us to sell the loans it originates, and the amount of loans being self-funded with cash. We may from time to time use surplus cash to “buy-down” the effective interest rate of certain loan funding facilities or to self-fund a portion of our loan originations. Buy-down funds are included in Cash and cash equivalents on the Consolidated Balance Sheets. We have the ability to withdraw these funds at any time, unless a margin call has been made or a default has occurred under the relevant facilities. We will also deploy cash to self-fund loan originations, a portion of which can be transferred to a warehouse line or the early buy out line, provided that such loans meet the eligibility criteria to be placed on such lines. The remaining portion will be funded in normal course over a short period of time, generally less than 45 days.

We remain in a strong liquidity position, with total liquidity of \$8.1 billion as of December 31, 2022, which includes \$0.7 billion of cash on hand, \$2.6 billion of corporate cash used to self-fund loan originations, a portion of which could be

transferred to funding facilities (warehouse lines) at our discretion, \$3.1 billion of undrawn lines of credit from non-funding facilities, and \$1.7 billion of undrawn MSR lines. As of December 31, 2022, our available cash position was \$3.3 billion, which includes cash on hand and corporate cash used to self-fund loan originations, combined with the \$6.9 billion of mortgage servicing rights, representing a total of \$10.2 billion dollars of asset value on our balance sheet. Margin cash is cash that is exchanged by counterparties to be held as collateral related to our derivative financial instruments. Margin cash held on behalf of counterparties is recorded in Cash and cash equivalents, and the related liability is classified in Other liabilities in the Consolidated Balance Sheets. Margin cash pledged to counterparties is excluded from cash and cash equivalents and instead recorded in Other assets, as a receivable, in the Consolidated Balance Sheets. As of September 30, 2022, we had \$439 million of margin cash held on behalf of counterparties and zero of margin cash pledged, respectively. As of December 31, 2022, we had \$24.1 million of margin cash pledged to counterparties and \$1.0 million of margin cash held on behalf of counterparties, respectively. Our available cash position, excluding margin cash pledged or held on behalf of counterparties, was \$3.6 billion and \$3.3 billion as of September 30, 2022, and December 31, 2022, respectively.

Our loan funding facilities, early buy out facilities, MSR facility and unsecured lines of credit also generally require us to comply with certain operating and financial covenants and the availability of funds under these facilities is subject to, among other conditions, our continued compliance with these covenants. These financial covenants include, but are not limited to, maintaining (1) a certain minimum tangible net worth, (2) minimum liquidity, (3) a maximum ratio of total liabilities or total debt to tangible net worth and (4) pre-tax net income requirements. A breach of these covenants can result in an event of default under these facilities and as such allows the lenders to pursue certain remedies. In addition, each of these facilities, as well as our unsecured lines of credit, includes cross default or cross acceleration provisions that could result in all facilities terminating if an event of default or acceleration of maturity occurs under any facility. We were in compliance with all covenants as of December 31, 2022 and 2021.

December 31, 2022 compared to December 31, 2021

Cash Flows

Our cash and cash equivalents and restricted cash were \$789.1 million at December 31, 2022, a decrease of \$1.4 billion, or 64.3%, compared to \$2.2 billion at December 31, 2021. The decrease was primarily driven by distributions made to Class A shareholders of the Company and to unit holders (members) of Holdings partially offset by the net increase from earnings adjusted for non-cash items.

Equity

Equity was \$8.5 billion as of December 31, 2022, a decrease of \$1.3 billion, or 13.2%, as compared to \$9.8 billion as of December 31, 2021. The decrease was primarily a result of distributions made to Class A shareholders of the Company and to unit holders (members) of Holdings and the repurchase of Class A Common Shares, partially offset by Net Income of \$0.7 billion and share-based compensation of \$228.9 million.

Contractual Obligations, Commercial Commitments, and Other Contingencies

Our material expected cash requirements also include the following contractual commitments:

Repurchase and indemnification obligations

In the ordinary course of business, we are exposed to liability under representations and warranties made to purchasers of mortgage loans. Under certain circumstances, we may be required to repurchase mortgage loans, or indemnify the purchaser of such loans for losses incurred, if there has been a breach of representations or warranties, or if the borrower defaults on the loan payments within a contractually defined period (early payment default). Additionally, in certain instances we are contractually obligated to refund to the purchaser certain premiums paid to us on the sale if the mortgagor prepays the loan within a specified period of time, specified in our loan sale agreements. See *Note 14, Commitments, Contingencies, and Guarantees* of the notes to the consolidated financial statements included elsewhere in this Annual Report on Form 10-K.

Interest rate lock commitments, loan sale and forward commitments

In the normal course of business, we are party to financial instruments with off-balance sheet risk. These financial instruments include commitments to extend credit to borrowers at either fixed or floating interest rates. IRLCs are commitment agreements to lend to a client at a specified interest rate within a specified period of time as long as there is no violation of conditions established in the contract. Commitments generally have fixed expiration dates or other termination clauses which may require payment of a fee. As many of the commitments expire without being drawn upon, the total commitment amounts do not necessarily represent future cash requirements. In addition, we have contracts to sell mortgage loans into the secondary market at specified future dates (commitments to sell loans), and forward commitments to sell MBS at specified future dates and interest rates.

Following is a summary of the notional amounts of commitments:

(Dollars in thousands)	December 31,	
	2022	2021
Interest rate lock commitments—fixed rate	\$ 6,108,132	\$ 25,937,777
Interest rate lock commitments—variable rate	\$ 326,638	\$ 1,239,762
Commitments to sell loans	\$ 20,618	\$ 2,243,381
Forward commitments to sell mortgage-backed securities	\$ 10,493,989	\$ 34,851,371
Forward commitments to purchase mortgage-backed securities	\$ 470,000	\$ 1,625,500

Distributions

Years Ended December 31, 2022

On February 24, 2022, our board of directors declared a cash dividend (the "2022 Special Dividend") of \$1.01 per share to the holders of our Class A common stock. The 2022 Special Dividend was paid on March 22, 2022 to holders of the Class A common stock of record as of the close of business on March 8, 2022. The Company funded the 2022 Special Dividend from cash distributions of approximately \$2.0 billion by RKT Holdings, LLC to all of its members, including the Company. To the extent the 2022 Special Dividend exceeded our current and accumulated earnings and profits, a portion of the 2022 Special Dividend may be deemed a return of capital or a capital gain to the investors in our Class A common stock. Refer to our risks and uncertainties discussed under the heading "Special Note Regarding Forward-Looking Statements," and in Part II. Item 1A. "Risk Factors" and elsewhere in this Form 10-Q and in our Form 10-K.

In addition to the approximately \$2.0 billion 2022 Special Dividend, we had \$166.2 million in tax distributions, for a total of \$2.1 billion of distributions during the year ended December 31, 2022. Except for tax distributions, these distributions are at the discretion of our board of directors.

New Accounting Pronouncements Not Yet Effective

See *Note 1, Business, Basis of Presentation and Accounting Policies* of the notes to the consolidated financial statements for details of recently issued accounting pronouncements and their expected impact on our consolidated financial statements.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

In the normal course of business, we are subject to a variety of risks which can affect our operations and profitability. We broadly define these areas of risk as interest rate, credit risk, counterparty risk, and risk related to the COVID-19 pandemic.

Interest rate risk

We are subject to interest rate risk which may impact our origination volume and associated revenue, MSR valuations, IRLCs and mortgage loans held for sale valuations, and the net interest margin derived from our funding facilities. The fair value of MSRs are driven primarily by interest rates, which impact the likelihood of loan prepayments and refinancing. In periods of rising interest rates, the fair value of the MSRs generally increases as prepayments decrease, and therefore the estimated life of the MSRs and related expected cash flows increase. In a declining interest rate environment, the fair value of MSRs generally decreases as prepayments increase and therefore the estimated life of the MSRs and related cash flows decrease. Because origination volumes tend to increase in declining interest rate environments and decrease in increasing rate environments, we believe that servicing provides a natural hedge to our origination business through the natural counter-cyclicality of servicing and mortgaging originations. We actively manage our MSR portfolio and from time to time identify assets for sale that do not meet our MSR strategy. We use forward loan purchase commitments to economically hedge the risk of potential changes in the value of MSR assets that have been identified for sale and mitigate interest rate risk for this portion of the MSR portfolio.

Our IRLCs and mortgage loans held for sale are exposed to interest rate volatility. During the origination, pooling, and delivery process, this pipeline value rises and falls with changes in interest rates. To mitigate this exposure, we employ a hedge strategy designed to minimize basis risk and maximize effectiveness. Basis risk in this case is the risk that the hedged instrument's price does not move in parallel with the increase or decrease in the market price of the hedged financial instrument. Because substantially all of our production is deliverable to Fannie Mae, Freddie Mac, and Ginnie Mae, we utilize forward agency or Ginnie Mae To Be Announced ("TBA") securities as our primary hedge instrument to mitigate the basis risk associated with U.S. Treasury futures, Eurodollar futures or other non-mortgage instruments. By fixing the future sale price, we reduce our exposure to changes in mortgage values between interest rate lock and sale. Our non-agency, non-Ginnie Mae production is hedged with a combination of TBAs and whole loan forward commitments. To mitigate the TBA basis risk, we look to sell most of our non-agency, non-Ginnie Mae production forward to our various buyers.

Interest rate risk also occurs in periods where changes in short-term interest rates result in mortgage loans being originated with terms that provide a smaller interest rate spread above the financing terms of our loan funding facilities, which can negatively impact our net interest income.

Credit risk

We are subject to credit risk, which is the risk of default that results from a borrower's inability or unwillingness to make contractually required mortgage payments. Generally, all loans sold into the secondary market are sold without recourse. For such loans, our credit risk is limited to repurchase obligations due to fraud or origination defects. For loans that were repurchased or not sold in the secondary market, we are subject to credit risk to the extent a borrower defaults and the proceeds upon ultimate foreclosure and liquidation of the property are insufficient to cover the amount of the mortgage plus expenses incurred. We believe that this risk is mitigated through the implementation of stringent underwriting standards, strong fraud detection tools, and technology designed to comply with applicable laws and our standards. In addition, we believe that this risk is mitigated through the quality of our loan portfolio. For the years ended December 31, 2022, our clients' weighted average credit score was 733 and its approximate average loan size was \$283 with a weighted average loan-to-value ratio of approximately 72.3%.

Counterparty risk

We are subject to risk that arises from our financing facilities and interest rate risk hedging activities. These activities generally involve an exchange of obligations with unaffiliated banks or companies, referred to in such transactions as "counterparties." If a counterparty were to default, we could potentially be exposed to financial loss if such counterparty were unable to meet its obligations to us. We manage this risk by selecting only counterparties that we believe to be financially strong, spreading the risk among many such counterparties, placing contractual limits on the amount of unsecured credit extended to any single counterparty, and entering into netting agreements with the counterparties as appropriate.

In accordance with Treasury Market Practices Group's recommendation, we execute Securities Industry and Financial Markets Association trading agreements with all material trading partners. Each such agreement provides for an exchange of margin money should either party's exposure exceed a predetermined contractual limit. Such margin requirements limit our overall counterparty exposure. The master netting agreements contain a legal right to offset amounts due to and from the same counterparty. Derivative assets in the Consolidated Balance Sheets represent derivative contracts in a gain position net

of loss positions with the same counterparty and, therefore, also represent our maximum counterparty credit risk. We incurred no losses due to nonperformance by any of our counterparties during the years ended December 31, 2022 and 2021.

Also, in the case of our financing facilities, we are subject to risk if the counterparty chooses not to renew a borrowing agreement and we are unable to obtain financing to originate mortgage loans. With our financing facilities, we seek to mitigate this risk by ensuring that we have sufficient borrowing capacity with a variety of well-established counterparties to meet its funding needs.

Critical Accounting Policies

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. We have identified certain accounting policies as being critical because they require us to make difficult, subjective or complex judgments about matters that are uncertain. We believe that the judgment, estimates and assumptions used in the preparation of our consolidated financial statements are appropriate given the factual circumstances at the time. However, actual results could differ and the use of other assumptions or estimates could result in material differences in our results of operations or financial condition. Our critical accounting policies and estimates are discussed below and relate to fair value measurements, particularly those determined to be Level 2 and Level 3 as discussed in *Note 2, Fair Value Measurements*, of the consolidated financial statements included elsewhere in this Form 10-K.

Mortgage loans held for sale

We have elected to record mortgage loans held for sale at fair value. Included in mortgage loans held for sale are loans originated as held for sale that are expected to be sold into the secondary market and loans that have been previously sold and repurchased from investors that management intends to resell into the secondary market, which are all recorded at fair value.

The fair value of loans held for sale that trade in active secondary markets is estimated using Level 2 measurements derived from observable market data, including market prices of securities backed by similar mortgage loans adjusted for certain factors to approximate the fair value of a whole mortgage loan, including the value attributable to mortgage servicing and credit risk. Loans held for sale for which there is little to no observable trading activity of similar instruments are valued using Level 3 measurements based upon dealer price quotations which typically results in credit spreads (i.e., purchase price discounts). Changes in fair value of mortgage loans held for sale are included in gain on sale of loans in the Consolidated Statements of Income and Comprehensive Income.

Changes in economic or other relevant conditions could cause our assumptions with respect to market prices of securities backed by similar mortgage loans to be different than our estimates. Increases in the market yields of similar mortgage loans result in a lower mortgage loans held for sale fair value.

Mortgage servicing rights

We have elected to record MSR's at fair value. MSR's are recognized as a component of the gain on sale of loans when loans are sold and the associated servicing rights are retained.

Subsequent changes in fair value of MSR's due to the collection and realization of cash flows and changes in model inputs and assumptions are recognized in current period earnings and included as a separate line item in the consolidated statements of income and comprehensive income. Fair value is determined on a monthly basis using a valuation model that calculates the present value of estimated future net servicing fee income. The model uses estimates of prepayment speeds, discount rate, cost to service, escrow account earnings, contractual servicing fee income, and ancillary income and late fees, among others. These estimates are supported by market and economic data collected from various outside sources. On a quarterly basis we obtain an independent third-party valuation to corroborate the value estimated by our internal model. All of our MSR's are classified as a Level 3 asset.

Changes in economic and other relevant conditions could cause our assumptions, such as with respect to the prepayment speeds, to be different than our estimates. The key assumptions used to estimate the fair value of MSR's are prepayment speeds and the discount rate. Increases in prepayment speeds generally have an adverse effect on the value of MSR's as the underlying loans prepay faster, which causes accelerated MSR amortization. Increases in the discount rate result in a lower

MSR value and decreases in the discount rate result in a higher MSR value. *See Note 3, Mortgage Servicing Rights* of the notes in the consolidated financial statements included elsewhere in this Form 10-K for an illustration of the hypothetical effect on the fair value of the MSRs using various unfavorable variations of the expected levels of the assumed discount rate and prepayment speeds used in valuing MSRs.

Derivative financial instruments

We enter into IRLCs, forward commitments to sell mortgage loans, and forward commitments to purchase mortgage loans which are considered derivative financial instruments. Our derivative financial instruments are accounted for as free-standing derivatives and are included in the Consolidated Balance Sheets at fair value. Changes in the fair value of the IRLCs and forward commitments to sell mortgage loans derivative instruments are recognized in current period earnings and are included in gain on sale of loans in the consolidated statements of income and comprehensive income. Forward commitments to purchase mortgage loans are recognized in current period earnings and are included as a component of servicing fee income.

Commitments to fund residential mortgage loans with our potential borrowers are commitment agreements to lend funds to these potential borrowers at a specified interest rate within a specified period of time. The fair value of IRLCs is derived from the fair value of similar mortgage loans or bonds, which is based on observable market data. Changes to the fair value of IRLCs are recognized based on changes in interest rates, changes in the probability that the commitment will be exercised (pull through factor), and the passage of time. The expected net future cash flows related to the associated servicing of the loan are included in the fair value measurement of IRLCs. Given the unobservable nature of the pull through factor, IRLCs are classified as Level 3.

Outstanding IRLCs and mortgage loans held for sale not yet committed to trade expose us to the risk that the price of the mortgage loans held and mortgage loans underlying the commitments might decline due to increases in mortgage interest rates during the life of the commitment. To protect against this risk, we use forward loan sale commitments to economically hedge the risk of potential changes in the value of the loans. MSR assets (including the MSR value associated with outstanding IRLCs) that have been identified to be sold expose us to the risk that the price of MSRs might decline due to decreases in mortgage interest rates prior to the sale of these assets. To protect against this risk, we use forward loan purchase commitments to economically hedge the risk of potential changes in the value of the MSR assets that have been identified for sale. We expect that the changes in fair value of the forward commitments will either substantially or partially offset the changes in fair value of the IRLCs, uncommitted mortgage loans held for sale, and MSR assets that we intend to sell. Our forward commitments are valued based on quoted prices for similar assets in an active market with inputs that are observable and are classified as Level 2 assets and liabilities.

Changes in economic or other relevant conditions could cause our assumptions with respect to forward commitments to be different than our estimates. Decreases in the market yields of mortgage loans result in a lower fair value for forward commitments to sell mortgage loans and increases in market yields of mortgage loans result in lower fair value for forward commitments to purchase mortgage loans.

Income taxes

Our income tax expense, deferred tax assets and liabilities, and reserves for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. We are subject to income taxes predominantly in the United States and Canada. These tax laws are often complex and may be subject to different interpretations.

Deferred income taxes arise from temporary differences between the financial statement carrying amount and the tax basis of assets and liabilities. In evaluating our ability to recover our deferred tax assets within the jurisdiction from which they arise, we consider all available positive and negative evidence. If based upon all available positive and negative evidence, it is more likely than not that the deferred tax assets will not be realized, a valuation allowance is established. The valuation allowance may be reversed in a subsequent reporting period if the Company determines that it is more likely than not that all or part of the deferred tax asset will become realizable.

Our interpretations of tax laws are subject to review and examination by various taxing authorities and jurisdictions where the Company operates, and disputes may occur regarding its view on a tax position. These disputes over interpretations with the various tax authorities may be settled by audit, administrative appeals or adjudication in the court systems of the tax jurisdictions in which the Company operates. We regularly review whether we may be assessed additional income taxes as a

result of the resolution of these matters, and the Company records additional reserves as appropriate. In addition, the Company may revise its estimate of income taxes due to changes in income tax laws, legal interpretations, and business strategies. We recognize the financial statement effects of uncertain income tax positions when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. We record interest and penalties related to uncertain income tax positions in income tax expense.

Item 8. Financial Statements and Supplementary Data

Index to Consolidated Financial Statements and Supplementary Data:

Report of Independent Registered Public Accounting Firm, Ernst & Young LLP, Detroit, MI, PCAOB ID: 42	80
Consolidated Balance Sheets as of December 31, 2022 and December 31, 2021.....	82
Consolidated Statements of Income and Comprehensive Income for the Years Ended December 31, 2022, December 31, 2021 and December 31, 2020.....	83
Consolidated Statements of Changes in Equity for the Years Ended December 31, 2022, December 31, 2021 and December 31, 2020	84
Consolidated Statements of Cash Flows for the Years Ended December 31, 2022, December 31, 2021 and December 31, 2020	86
Notes to Consolidated Financial Statements	87

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Rocket Companies, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Rocket Companies, Inc. (the Company) as of December 31, 2022 and 2021, the related consolidated statements of income and comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 1, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing separate opinions on the critical audit matter or on the accounts or disclosures to which it relates.

Mortgage servicing rights

Description of the Matter

The estimated fair value of the Company's mortgage servicing rights (MSRs) totaled \$6.95 billion as of December 31, 2022. As described in Notes 1, 2 and 3 to the consolidated financial statements, the Company records MSRs at fair value on a recurring basis with changes in fair value recognized in the consolidated statements of income and comprehensive income. Management estimates the fair value of MSRs using a valuation model that calculates the present value of estimated future net servicing fee income. The Company's valuation model incorporates significant unobservable assumptions, specifically the discount rate and prepayment speed, and as a result the Company classifies MSRs as a "Level 3" asset within the fair value hierarchy.

Auditing management's estimate of the fair value of MSRs was complex due to the MSR valuation model used and the high degree of subjectivity in evaluating the significant unobservable assumptions utilized in the fair value calculation.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of the Company's internal controls over the MSR valuation process, including controls over the development of the significant unobservable assumptions. This included, among other procedures, testing internal controls over management's review of market and economic data collected from independent sources and management's review of the completeness and accuracy of data used in determining the assumptions and the fair value estimate.

To test the fair value of MSRs, our audit procedures included, among others, testing the completeness and accuracy of the model data inputs. With the assistance of EY valuation specialists, we evaluated significant assumptions by comparing those assumptions to historical results and current industry, market and economic trends. Our specialists also independently calculated an estimated range for the fair value of MSRs, which we compared to management's modeled results. Additionally, we evaluated the competency and objectivity of management's independent valuation firm engaged to assist management in evaluating the reasonableness of the unobservable assumptions and the Company's internally developed MSR fair value estimate. We searched for and evaluated information that corroborates or contradicts management's significant unobservable assumptions. Finally, we evaluated the Company's fair value disclosures for consistency with US GAAP.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1999.

Detroit, Michigan
March 1, 2023

FINANCIAL INFORMATION

Rocket Companies, Inc. Consolidated Balance Sheets (In Thousands, Except Shares and Per Share Amounts)

	December 31, 2022	December 31, 2021
Assets		
Cash and cash equivalents	\$ 722,293	\$ 2,131,174
Restricted cash	66,806	80,423
Mortgage loans held for sale, at fair value	7,343,475	19,323,568
Interest rate lock commitments (“IRLCs”), at fair value	90,635	538,861
Mortgage servicing rights (“MSRs”), at fair value	6,946,940	5,385,613
Notes receivable and due from affiliates	10,796	9,753
Property and equipment, net	274,192	254,376
Deferred tax asset, net	537,963	572,049
Lease right of use assets	366,189	427,895
Forward commitments, at fair value	22,444	17,337
Loans subject to repurchase right from Ginnie Mae	1,642,392	1,918,032
Goodwill and intangible assets, net	1,258,928	1,296,926
Other assets	799,159	818,888
Total assets	<u>\$ 20,082,212</u>	<u>\$ 32,774,895</u>
Liabilities and equity		
Liabilities:		
Funding facilities	\$ 3,548,699	\$ 12,751,592
Other financing facilities and debt:		
Lines of credit	—	75,000
Senior Notes, net	4,027,970	4,022,491
Early buy out facility	672,882	1,896,784
Accounts payable	116,331	271,544
Lease liabilities	422,769	482,184
Forward commitments, at fair value	25,117	19,911
Investor reserves	110,147	78,888
Notes payable and due to affiliates	33,463	33,650
Tax receivable agreement liability	613,693	688,573
Loans subject to repurchase right from Ginnie Mae	1,642,392	1,918,032
Other liabilities	393,200	776,714
Total liabilities	<u>\$ 11,606,663</u>	<u>\$ 23,015,363</u>
Equity:		
Class A common stock, \$0.00001 par value - 10,000,000,000 shares authorized, 123,491,606 and 126,437,703 shares issued and outstanding as of December 31, 2022 and December 31, 2021, respectively	\$ 1	\$ 1
Class B common stock, \$0.00001 par value - 6,000,000,000 shares authorized, none issued and outstanding as of December 31, 2022 and December 31, 2021	—	—
Class C common stock, \$0.00001 par value - 6,000,000,000 shares authorized, none issued and outstanding as of December 31, 2022 and December 31, 2021	—	—
Class D common stock, \$0.00001 par value - 6,000,000,000 shares authorized, 1,848,879,483 shares issued and outstanding as of December 31, 2022 and December 31, 2021	19	19
Additional paid-in capital	276,221	287,558
Retained earnings	300,394	378,005
Accumulated other comprehensive income	69	81
Non-controlling interest	7,898,845	9,093,868
Total equity	<u>8,475,549</u>	<u>9,759,532</u>
Total liabilities and equity	<u>\$ 20,082,212</u>	<u>\$ 32,774,895</u>

See accompanying Notes to the Consolidated Financial Statements.

Rocket Companies, Inc.
Consolidated Statements of Income and Comprehensive Income
(In Thousands, Except Shares and Per Share Amounts)

	Years Ended December 31,		
	2022	2021	2020
Income:			
Revenue			
Gain on sale of loans:			
Gain on sale of loans excluding fair value of MSR's, net	\$ 1,166,770	\$ 6,604,215	\$ 11,946,044
Fair value of originated MSR's	1,970,647	3,864,359	3,124,659
Gain on sale of loans, net	3,137,417	10,468,574	15,070,703
Loan servicing income (loss):			
Servicing fee income	1,458,637	1,325,938	1,074,255
Change in fair value of MSR's	185,036	(689,432)	(2,379,355)
Loan servicing income (loss), net	1,643,673	636,506	(1,305,100)
Interest income:			
Interest income	350,591	430,086	329,593
Interest expense on funding facilities	(166,388)	(261,146)	(245,523)
Interest income, net	184,203	168,940	84,070
Other income	873,200	1,640,446	1,800,394
Total revenue, net	5,838,493	12,914,466	15,650,067
Expenses			
Salaries, commissions and team member benefits	2,797,868	3,356,815	3,238,301
General and administrative expenses	906,195	1,183,418	1,053,080
Marketing and advertising expenses	945,694	1,249,583	949,933
Depreciation and amortization	94,020	74,713	74,316
Interest and amortization expense on non-funding debt	153,596	230,740	186,301
Other expenses	199,209	634,296	616,479
Total expenses	5,096,582	6,729,565	6,118,410
Income before income taxes	741,911	6,184,901	9,531,657
Provision for income taxes	(41,978)	(112,738)	(132,381)
Net income	699,933	6,072,163	9,399,276
Net income attributable to non-controlling interest	(653,512)	(5,763,953)	(9,201,325)
Net income attributable to Rocket Companies	\$ 46,421	\$ 308,210	\$ 197,951
Earnings per share of Class A common stock:			
Basic	\$ 0.39	\$ 2.36	\$ 1.77
Diluted	\$ 0.28	\$ 2.32	\$ 1.76
Weighted average shares outstanding:			
Basic	120,577,548	130,578,206	111,926,619
Diluted	1,971,620,573	1,989,433,567	116,238,493
Comprehensive income:			
Net income	\$ 699,933	\$ 6,072,163	\$ 9,399,276
Cumulative translation adjustment	(950)	(115)	885
Unrealized gain (loss) on investment securities	516	(5,550)	5,033
Comprehensive income	699,499	6,066,498	9,405,194
Comprehensive income attributable to noncontrolling interest	(653,101)	(5,758,675)	(9,207,296)
Comprehensive income attributable to Rocket Companies	\$ 46,398	\$ 307,823	\$ 197,898

See accompanying Notes to the Consolidated Financial Statements.

Rocket Companies, Inc.
Consolidated Statements of Changes in Equity
(In Thousands, Except Shares and Per Share Amounts)

	Class A Common Stock Shares	Class A Common Stock Amount	Class D Common Stock Shares	Class D Common Stock Amount	Additional Paid-in Capital	Retained Earnings	Net Parent Investment	Accumulated Other Comprehensive (Loss) Income	Total Non- controlling Interest	Total Equity
Balance, December 31, 2019	—	\$ —	—	\$ —	—	—	\$ 3,510,698	\$ (151)	\$ 5,008	\$ 3,515,555
Net income (loss) attributed to NPI prior to reorganization transactions	—	—	—	—	—	—	4,644,288	—	(1,054)	4,643,234
Other comprehensive income attributed to NPI prior to reorganization transactions	—	—	—	—	—	—	—	(542)	(122)	(664)
Net transfers to parent	—	—	—	—	—	—	(3,827,706)	—	—	(3,827,706)
Stock based compensation attributed to NPI prior to reorganization transactions	—	—	—	—	—	—	61,180	—	20	61,200
Effect of reorganization transactions	372,565	—	1,984,079,483	20	253,102	9,968	(4,388,460)	(6,079)	4,168,181	36,732
Distributions for state taxes on behalf of unit holders (members), net	—	—	—	—	—	(481)	—	—	(8,023)	(8,504)
Distributions to unit holders (members) from subsidiary investment	—	—	—	—	—	—	—	—	(1,366,677)	(1,366,677)
Proceeds received from IPO, net of cost	100,000,000	1	(100,000,000)	—	1,758,719	—	—	—	(14,645)	1,744,075
Proceeds received from Greenshoe option	15,000,000	—	(15,000,000)	—	263,925	—	—	—	—	263,925
Use of proceeds to purchase Class D shares and Holding Units from RHI	—	—	—	(1)	(2,023,424)	—	—	—	—	(2,023,425)
Increase in controlling interest resulting from Greenshoe	—	—	—	—	2,047	4,847	—	(26)	(6,868)	—
Net income subsequent to reorganization transactions	—	—	—	—	—	193,104	—	—	4,562,938	4,756,042
Other comprehensive income subsequent to reorganization transactions	—	—	—	—	—	—	—	66	1,485	1,551
Unrealized gain (loss) on investment securities	—	—	—	—	—	—	—	6,969	(1,936)	5,033
Non-controlling interest attributed to dissolution	—	—	—	—	—	—	—	—	(884)	(884)
Stock Based Compensation subsequent to reorganization transactions	—	—	—	—	28,096	—	—	—	46,891	74,987
Increase (decrease) in controlling interest of investment	—	—	—	—	278	(16)	—	80	7,340	7,682
Balance, December 31, 2020	115,372,565	\$ 1	1,869,079,483	\$ 19	\$ 282,743	\$ 207,422	\$ —	\$ 317	\$ 7,391,654	\$ 7,882,156

See accompanying Notes to the Consolidated Financial Statements.

Rocket Companies, Inc.
Consolidated Statements of Changes in Equity
(In Thousands, Except Shares and Per Share Amounts)

	Class A Common Stock Shares	Class A Common Stock Amount	Class D Common Stock Shares	Class D Common Stock Amount	Additional Paid-in Capital	Retained Earnings	Net Parent Investment	Accumulated Other Comprehensive (Loss) Income	Total Non- controlling Interest	Total Equity
Balance, December 31, 2020	115,372,565	\$ 1	1,869,079,483	\$ 19	\$ 282,743	\$ 207,422	\$ —	\$ 317	\$ 7,391,654	\$ 7,882,156
Net income	—	—	—	—	—	308,210	—	—	5,763,953	6,072,163
Cumulative translation adjustment	—	—	—	—	—	—	—	(10)	(105)	(115)
Unrealized loss on investment securities	—	—	—	—	—	—	—	(375)	(5,175)	(5,550)
Share-based compensation, net	2,529,124	—	—	—	9,899	—	—	—	143,787	153,686
Distributions for state taxes on behalf of unit holders (members), net	—	—	—	—	—	(8,414)	—	—	(133,138)	(141,552)
Distributions to unit holders (members) from subsidiary investment	—	—	—	—	—	—	—	—	(3,844,159)	(3,844,159)
Special Dividend to Class A Shareholders	—	—	—	—	—	(145,640)	—	—	835	(144,805)
Pushdown of Dividend Equivalent	—	—	—	—	—	16,427	—	—	(16,427)	—
Taxes withheld on employees' restricted share award vesting	—	—	—	—	(878)	—	—	—	(11,843)	(12,721)
Issuance of Class A Common Shares under stock compensation and benefit plans	2,778,209	—	—	—	3,523	—	—	—	47,847	51,370
Repurchase of Class A Common Shares	(14,442,195)	—	—	—	(231,584)	—	—	—	—	(231,584)
Change in controlling interest of investment, net	20,200,000	—	(20,200,000)	—	223,855	—	—	149	(243,361)	(19,357)
Balance, December 31, 2021	126,437,703	\$ 1	1,848,879,483	\$ 19	\$ 287,558	\$ 378,005	\$ —	\$ 81	\$ 9,093,868	\$ 9,759,532
Net income	—	—	—	—	—	46,421	—	—	653,512	699,933
Cumulative translation adjustment	—	—	—	—	—	—	—	(48)	(902)	(950)
Unrealized gain on investment securities	—	—	—	—	—	—	—	25	491	516
Share-based compensation, net	10,142,678	—	—	—	13,643	—	—	—	196,841	210,484
Distributions for state taxes on behalf of unit holders (members), net	—	—	—	—	—	(373)	—	—	(30,405)	(30,778)
Contributions from unit holders (members) from subsidiary investment, net	—	—	—	—	717	—	—	—	(1,831,854)	(1,831,137)
Special Dividend to Class A Shareholders	—	—	—	—	—	(123,659)	—	—	(30,376)	(154,035)
Taxes withheld on employees' restricted share award vesting	—	—	—	—	(2,529)	—	—	—	(41,219)	(43,748)
Issuance of Class A common Shares under stock compensation and benefit plans	4,609,697	—	—	—	2,722	—	—	—	40,752	43,474
Repurchase of Class A common Shares	(17,698,472)	—	—	—	(177,700)	—	—	—	—	(177,700)
Change in controlling interest of investment, net	—	—	—	—	151,810	—	—	11	(151,863)	(42)
Balance, December 31, 2022	123,491,606	\$ 1	1,848,879,483	\$ 19	\$ 276,221	\$ 300,394	\$ —	\$ 69	\$ 7,898,845	\$ 8,475,549

See accompanying Notes to the Consolidated Financial Statements.

Rocket Companies, Inc.
Consolidated Statements of Cash Flows
(In Thousands)

	Year Ended December 31,		
	2022	2021	2020
Operating activities			
Net income	\$ 699,933	\$ 6,072,163	\$ 9,399,276
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Depreciation and amortization	94,020	74,713	74,316
Provision for deferred income taxes	36,174	48,319	66,530
Loss on extinguishment of Senior Notes	—	87,262	43,695
Origination of mortgage servicing rights	(1,970,647)	(3,864,359)	(3,124,659)
Change in fair value of MSR, net	(259,647)	599,167	2,297,988
Gain on sale of loans excluding fair value of MSR, net	(1,166,770)	(6,604,215)	(11,946,044)
Disbursements of mortgage loans held for sale	(134,326,580)	(352,968,791)	(316,702,083)
Proceeds from sale of loans held for sale	147,980,499	363,999,306	318,223,938
Share-based compensation expense	216,001	163,712	136,187
Change in assets and liabilities:			
Due from affiliates	(1,043)	12,420	7,249
Other assets	22,758	87,443	(412,688)
Accounts payable	(155,213)	11,170	94,562
Due to affiliates	(907)	(40,967)	20,947
Premium recapture and indemnification losses paid	(26,881)	254	(4,010)
Other liabilities	(318,202)	66,331	147,426
Total adjustments	\$ 10,123,562	\$ 1,671,765	\$ (11,076,646)
Net cash provided by (used in) operating activities	\$ 10,823,495	\$ 7,743,928	\$ (1,677,370)
Investing activities			
Proceeds from sale of MSR	\$ 671,917	\$ 933,457	\$ 561,560
Net purchase of MSR	(14,640)	(184,527)	—
Net decrease in notes receivable from affiliates	—	—	60,516
Decrease (increase) in mortgage loans held for investment	12,534	(21,200)	3,973
Net decrease (increase) in investment securities	2,055	(39,896)	(2,500)
Cash paid on acquisition of business	—	(1,234,395)	—
Purchase and other additions of property and equipment, net of disposals	(93,124)	(118,291)	(106,346)
Net cash provided by (used in) investing activities	\$ 578,742	\$ (664,852)	\$ 517,203
Financing activities			
Net (payments) borrowings on funding facilities	\$ (9,202,893)	\$ (4,990,981)	\$ 5,700,695
Net (payments) borrowings on lines of credit	(75,000)	(300,000)	210,000
Borrowings on Senior Notes	—	2,000,000	2,000,000
Repayments on Senior Notes	—	(1,022,711)	(1,285,938)
Net (payments) borrowings on early buy out facility	(1,223,902)	1,566,518	134,019
Net borrowings (payments) notes payable from unconsolidated affiliates	720	721	(9,276)
Proceeds from MSR financing liability	—	21,635	190,621
Issuance of Class D Shares to RHI	—	—	20
Proceeds from Class A Shares Issued prior to Offering	—	—	6,706
Proceeds received from IPO, net of cost	—	—	1,744,075
Proceeds received from Greenshoe option	—	—	263,925
Use of Proceeds to Purchase Class D Shares and Holding Units from RHI	—	—	(2,023,424)
Stock issuance	37,760	41,981	—
Share repurchase	(177,700)	(231,584)	—
Taxes withheld on employees' restricted share award vesting	(43,748)	(12,721)	—
Distributions to other unit holders (members) and Class A shareholders	(2,139,023)	(3,994,325)	(1,375,181)
Net transfers to Parent	—	—	(3,798,582)
Net cash (used in) provided by financing activities	\$ (12,823,786)	\$ (6,921,467)	\$ 1,757,660
Effects of exchange rate changes on cash and cash equivalents	(949)	(115)	885
Net (decrease) increase in cash and cash equivalents and restricted cash	(1,422,498)	157,494	598,378
Cash and cash equivalents and restricted cash, beginning of period	2,211,597	2,054,103	1,455,725
Cash and cash equivalents and restricted cash, end of period	\$ 789,099	\$ 2,211,597	\$ 2,054,103
Non-cash activities			
Loans transferred to other real estate owned	\$ 1,312	\$ 1,288	\$ 1,484
Supplemental disclosures			
Cash paid for interest on related party borrowings	\$ 6,408	\$ 7,167	\$ 3,486
Cash paid for interest, net	\$ 321,176	\$ 422,593	\$ 366,953
Cash paid for income taxes, net	\$ 12,544	\$ 76,631	\$ 55,695

See accompanying Notes to the Consolidated Financial Statements

Rocket Companies, Inc.
Notes to Consolidated Financial Statements
(In Thousands, Except Shares and Per Share Amounts)

1. Business, Basis of Presentation and Accounting Policies

Rocket Companies, Inc. (the "Company", and together with its consolidated subsidiaries, "Rocket Companies", "we", "us", "our") was incorporated in Delaware on February 26, 2020 as a wholly owned subsidiary of Rock Holdings Inc. ("RHI") for the purpose of facilitating an initial public offering ("IPO") of its Class A common stock, \$0.00001 par value (the "Class A common stock") and other related transactions in order to carry on the business of RKT Holdings, LLC ("Holdings") and its wholly owned subsidiaries.

We are a Detroit-based fintech holding company consisting of tech-driven mortgage, real estate and financial services businesses. We are committed to providing an industry-leading client experience powered by our simple, fast and trusted digital solutions. In addition to Rocket Mortgage, one of the nation's largest mortgage lenders, we have expanded into complementary industries, such as real estate services, personal lending, solar, and personal finance. Through these industries, we seek to deliver innovative client solutions leveraging our Rocket platform. Our business operations are organized into the following two segments: (1) Direct to Consumer and (2) Partner Network, refer to *Note 16, Segments*.

Rocket Companies, Inc. is a holding company. Its primary material asset is the equity interest in Holdings which, including through its direct and indirect subsidiaries, conducts a majority of the Company's operations. Holdings is a Michigan limited liability company and wholly owns the following entities, with each entity's subsidiaries identified in parentheses: Rocket Mortgage, LLC, Amrock Holdings, LLC ("Amrock", "Amrock Title Insurance Company" ("ATI") and "Nexsys Technologies LLC"), LMB HoldCo LLC ("Core Digital Media"), RCRA Holdings LLC ("Rock Connections" and "Rocket Auto"), Rocket Homes Real Estate LLC ("Rocket Homes"), RockLoans Holdings LLC ("Rocket Loans" and "Rocket Solar"), Rock Central LLC dba Rocket Central ("Rocket Money, Inc."), EFB Holdings Inc. ("Rocket Mortgage Canada"), Lendesk Canada Holdings Inc. ("Lendesk Technologies"), RockTech Canada Inc., and Woodward Capital Management LLC. As used herein, "Rocket Mortgage" refers to either the Rocket Mortgage brand or platform, or the Rocket Mortgage business, as the context allows.

Edison Financial ULC, changed its name to "Rocket Mortgage Canada ULC", effective as of July 12, 2022.

Basis of Presentation and Consolidation

Prior to the completion of the initial public offering, RHI, Holdings and its subsidiaries consummated an internal reorganization in which Rocket Companies, Inc. became the sole managing member of Holdings. Prior to the reorganization, Rocket Companies, Inc. had no operations.

As the sole managing member of Holdings, the Company operates and controls all of the business affairs of Holdings, and through Holdings and its subsidiaries, conducts its business. Holdings is considered a variable interest entity ("VIE") and we consolidate the financial results of Holdings under the guidance of ASC 810, Consolidation. A portion of our Net income is allocated to Net income attributable to non-controlling interest. For further details, refer below to *Variable Interest Entities* and *Note 17, Non-controlling Interests*.

Income from Holdings and its subsidiaries prior to the reorganization and IPO has been accounted for as a non-controlling interest in our Consolidated Statements of Income and Comprehensive Income. Accumulated net income prior to the reorganization and IPO is presented in Net Parent Investment in our Consolidated Statements of Changes in Equity as the financial statements prior to the reorganization and IPO reflect combined subsidiaries operating as part of RHI.

We have accounted for the reorganization as one of entities under common control and the Net Parent Investment was allocated between Total Non-controlling Interest and Additional Paid-in Capital based on the ownership of Holdings.

All significant intercompany transactions and accounts between the businesses comprising the Company have been eliminated in the accompanying consolidated financial statements.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

The Company's derivatives, IRLCs, mortgage loans held for sale, and MSRs are measured at fair value on a recurring basis. Additionally, other assets may be required to be measured at fair value in the consolidated financial statements on a nonrecurring basis. Examples of such measurements are mortgage loans transferred between held for investment and held for sale, certain impaired loans, and other real estate owned. For further details of the Company's transactions refer to *Note 2, Fair Value Measurements*.

All transactions and accounts between RHI and other related parties with the Company have a history of settlement or will be settled for cash and are reflected as related party transactions. For further details of the Company's related party transactions refer to *Note 7, Transactions with Related Parties*.

Our consolidated financial statements are audited and presented in U.S. dollars. They have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). Certain prior period amounts have been reclassified to conform to the current period financial statement presentation.

We believe the assumptions underlying the consolidated financial statements, including the assumptions regarding allocation of expenses from RHI are reasonable. Prior to the reorganization and IPO, the executive management compensation expense has been allocated based on time incurred for services provided to Holdings and its subsidiaries for 2020. Total costs allocated to us for these services were \$96,199 for the year ended December 31, 2020. This amount was included in salaries, commissions and team member benefits in our Consolidated Statements of Income and Comprehensive Income. In our opinion, these consolidated financial statements include all normal and recurring adjustments considered necessary for a fair statement of our results of operations, financial position and cash flows for the periods presented.

Acquisition Agreement

On August 5, 2020, Rocket Companies, Inc. entered into an acquisition agreement with RHI and its direct subsidiary Amrock Holdings Inc. pursuant to which we acquired ATI, a title insurance underwriting business, for total aggregate consideration of \$14,400 that consisted of 800,000 Holdings Units and shares of Rocket Companies, Inc. Class D common stock valued at the initial public offering price of \$18.00 per share (the number of shares issued equals the purchase price divided by the price to the public in our initial public offering), the acquisition closed on August 14, 2020 subsequent to the IPO date on August 10, 2020. Because the Acquisition was a transaction between commonly controlled entities, U.S. GAAP requires the retrospective combination of the entities for all periods presented as if the combination had been in effect since the inception of common control. Accordingly, the Company's consolidated financial statements included in this Form 10-K for the year ended December 31, 2020, reflect the retrospective combination of the entities as if the combination had been in effect since inception of common control.

Management Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Although management is not currently aware of any factors that would significantly change its estimates and assumptions, actual results may differ from these estimates.

Subsequent Events

In preparing these consolidated financial statements, the Company evaluated events and transactions for potential recognition or disclosure through the date these consolidated financial statements were issued. Refer to *Note 6, Borrowings* for disclosures on changes to the Company's debt agreements and *Note 12, Income Taxes* for transactions subsequent to December 31, 2022.

Special Dividends

On February 25, 2021, our board of directors authorized and declared a cash dividend (the "2021 Special Dividend") of \$1.11 per share to the holders of our Class A common stock. The 2021 Special Dividend was paid on March 23, 2021 to holders of the Class A common stock of record as of the close of business on March 9, 2021. The Company funded the 2021 Special

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Dividend from cash distributions of approximately \$2.2 billion by RKT Holdings, LLC to all of its members, including the Company.

On February 24, 2022, our board of directors declared a cash dividend (the "2022 Special Dividend") of \$1.01 per share to the holders of our Class A common stock. The 2022 Special Dividend is payable on March 22, 2022 to holders of the Class A common stock of record as of the close of business on March 8, 2022. The Company will fund the 2022 Special Dividend from cash distributions of approximately \$2.0 billion by RKT Holdings, LLC to all of its members, including the Company.

Share Repurchase Authorization

On November 1, 2022, the Company's board of directors approved the renewal of the share repurchase program effective November 11, 2022. The share repurchase program renews and extends the previously approved share repurchase program and authorizes the Company to repurchase shares of the Company's common stock in an aggregate value, not to exceed \$1 billion dollars, from time to time, in the open market or through privately negotiated transactions, in accordance with applicable securities laws. The share repurchase program will remain in effect for a two-year period terminating in November 2024. The share repurchase program does not obligate the Company to make any repurchases at any specific time. The timing and extent to which the Company repurchases its shares will depend upon, among other things, market conditions, share price, liquidity targets, regulatory requirements and other factors. As of December 31, 2022 approximately \$590.7 million remains available under the Share Repurchase Program.

Revenue Recognition

Gain on sale of loans, net — includes all components related to the origination and sale of mortgage loans, including (1) net gain on sale of loans, which represents the premium we receive in excess of the loan principal amount and certain fees charged by investors upon sale of loans into the secondary market, (2) loan origination fees (credits), points and certain costs, (3) provision for or benefit from investor reserves, (4) the change in fair value of interest rate locks and loans held for sale, (5) the gain or loss on forward commitments hedging loans held for sale and interest rate lock commitments (IRLCs), and (6) the fair value of originated MSR. An estimate of the gain on sale of loans, net is recognized at the time an IRLC is issued, net of a pull-through factor. Subsequent changes in the fair value of IRLCs and mortgage loans held for sale are recognized in current period earnings. When the mortgage loan is sold into the secondary market, any difference between the proceeds received and the current fair value of the loan is recognized in current period earnings in Gain on sale of loans, net. Included in Gain on sale of loans, net is the fair value of originated MSR, which represents the estimated fair value of MSR related to loans which we have sold and retained the right to service. Refer to *Note 3, Mortgage Servicing Rights* for information related to the gain/(loss) on changes in the fair value of MSR.

Loan servicing income (loss), net — includes income from servicing, sub-servicing and ancillary fees, and is recorded to income as earned, which is upon collection of payments from borrowers. This amount also includes the Change in fair value of MSR, which is the adjustment for the fair value measurement of the MSR asset as of the respective balance sheet date.

Interest income, net — includes interest earned on mortgage loans held for sale and mortgage loans held for investment net of the interest expense paid on our loan funding facilities. Interest income is recorded as earned and interest expense is recorded as incurred. Interest income is accrued and credited to income daily based on the unpaid principal balance outstanding. The accrual of interest is generally discontinued when a loan becomes 90 days past due.

Other income — is derived primarily from closing fees, net appraisal revenue, net title insurance fees, personal finance subscription revenue, real estate network referral fees, contact center revenue, personal loans business, professional service fees, and lead generation revenue.

The following revenue streams fall within the scope of ASC Topic 606 — Revenue from Contracts with Customers and are disaggregated hereunder:

Amrock closing fees — The Company recognizes closing fees for non-recurring services provided in connection with the origination of the loan. These fees are recognized at the time of loan closing for purchase transactions or at the end of a client's three-day rescission period for refinance transactions, which represents the point in time the loan closing services performance obligation is satisfied. The consideration received for closing services is a fixed fee per loan that varies by state and loan type. Closing fees were \$157,853, \$506,685, and \$457,703 for the years ended December 31, 2022, 2021, and 2020, respectively.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Amrock appraisal revenue, net — The Company recognizes appraisal revenue when the appraisal service is completed. The Company may choose to deliver appraisal services directly to its client or subcontract such services to a third-party licensed and/or certified appraiser. In instances where the Company performs the appraisal, revenue is recognized as the gross amount of consideration received at a fixed price per appraisal. The Company is an agent in instances where a third-party appraiser is involved in the delivery of appraisal services and revenue is recognized net of third-party appraisal expenses. Appraisal revenue, net was \$65,082, \$96,471, and \$78,673 for the years ended December 31, 2022, 2021, and 2020, respectively.

Rocket Money (formerly known as Truebill) subscription revenue - The Company recognizes subscription revenue ratably over the contract term beginning on the commencement date of each contract. We have determined that subscriptions represent a stand-ready obligation to perform over the subscription term. These performance obligations are satisfied over time as the customer simultaneously receives and consumes the benefits. Contracts are one month to one year in length. Subscription revenues were \$118,344 for the year ended December 31, 2022.

Rocket Homes real estate network referral fees — The Company recognizes real estate network referral fee revenue based on arrangements with partner agencies contingent on the closing of a transaction. As this revenue stream is variable, and is contingent on the successful transaction close, the revenue is constrained until the occurrence of the transaction. At this point, the constraint on recognizing revenue is deemed to have been lifted and revenue is recognized for the consideration expected to be received. Real estate network referral fees, net of intercompany eliminations, were \$48,207, \$54,181, and \$42,777 for the years ended December 31, 2022, 2021, and 2020, respectively.

Rock Connections and Rocket Auto contact center revenue — The Company recognizes contact center revenue for communication services including client support and sales. Consideration received mainly includes a fixed base fee and/or a variable contingent fee. The fixed base fee is recognized ratably over the period of performance, as the performance obligation is considered to be satisfied equally throughout the service period. The variable contingent fee related to car sales is constrained until the sale of the car is completed. Contact center revenues, net of intercompany eliminations, were \$17,476, \$45,485, and \$27,904 for the years ended December 31, 2022, 2021, and 2020, respectively.

Professional service fees — The Company recognizes professional service fee revenue based on the delivery of services (e.g., human resources, technology, training) over the term of a contract. Consideration for the promised services is received through a combination of a fixed fee for the period and incremental fees paid for optional services that are available at an incremental rate determined at the time such services are requested. The Company recognizes the annual fee ratably over the life of the contract, as the performance obligation is satisfied equally over the term of the contract. For the optional services, revenue is only recognized at the time the services are requested and delivered and pricing is agreed upon. Professional service fee revenues were \$12,111, \$12,753, and \$10,884 for the years ended December 31, 2022, 2021, and 2020, respectively, and were rendered entirely to related parties.

Core Digital Media lead generation revenue — The Company recognizes online consumer acquisition revenue based on successful delivery of marketing leads to a client at a fixed fee per lead. This service is satisfied at the time the lead is delivered, at which time revenue for the service is recognized. Online consumer acquisition revenue, net of intercompany eliminations, were \$9,049, \$27,699, and \$24,231 for the years ended December 31, 2022, 2021, and 2020, respectively.

Marketing and Advertising Costs

Marketing and advertising costs for direct and non-direct response advertising are expensed as incurred. The costs of brand marketing and advertising are expensed in the period the advertising space or airtime is used.

The Company incurred marketing and advertising costs related to the naming rights for Rocket Mortgage Field House and other promotional sponsorships, which are related parties. Refer to *Note 7. Transactions with Related Parties* for further information.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Cash, Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents. We maintain our bank accounts with a relatively small number of high-quality financial institutions.

Restricted cash as of December 31, 2022, 2021, and 2020 consisted of cash on deposit for a repurchase facility and client application deposits, title premiums collected from the insured that are due to the underwritten, principal and interest received in collection accounts for purchased assets, and a \$25,000 bond.

	December 31,		
	2022	2021	2020
Cash and cash equivalents.....	\$ 722,293	\$ 2,131,174	\$ 1,971,085
Restricted cash.....	66,806	80,423	83,018
Total cash, cash equivalents, and restricted cash in the statement of cash flows	\$ 789,099	\$ 2,211,597	\$ 2,054,103

Mortgage Loans Held for Sale

The Company has elected the fair value option for accounting for mortgage loans held for sale.

Included in mortgage loans held for sale are loans originated as held for sale that are expected to be sold into the secondary market and loans that have been previously sold and repurchased from investors that management intends to resell into the secondary market. Refer to *Note 4, Mortgage Loans Held for Sale*, for further information.

Derivative Financial Instruments

The Company enters into interest rate lock commitments, forward commitments to sell mortgage loans and forward commitments to purchase loans, which are considered derivative financial instruments. These items are accounted for as free-standing derivatives and are included in the Consolidated Balance Sheets at fair value. The Company treats all of its derivative instruments as economic hedges; therefore, none of its derivative instruments are designated as accounting hedges. Changes in the fair value of the IRLCs and forward commitments to sell and purchase mortgage loans are recorded in current period earnings and are included in gain on sale of loans, net in the Consolidated Statements of Income and Comprehensive Income. Forward commitments to purchase mortgage loans are recognized in current period earnings and are included in gain on sale of loans, net in the Consolidated Statements of Income and Comprehensive Income.

The Company enters into IRLCs to fund residential mortgage loans with its potential borrowers. These commitments are binding agreements to lend funds to these potential borrowers at specified interest rates within specified periods of time.

The fair value of IRLCs is derived from the fair value of similar mortgage loans or bonds, which is based on observable market data. Changes to the fair value of IRLCs are recognized based on changes in interest rates, changes in the probability that the commitment will be exercised, and the passage of time. The expected net future cash flows related to the associated servicing of the loan are included in the fair value measurement of rate locks.

IRLCs and uncommitted mortgage loans held for sale expose the Company to the risk that the value of the mortgage loans held and mortgage loans underlying the commitments may decline due to increases in mortgage interest rates during the life of the commitments. To protect against this risk, the Company uses forward loan sale commitments to economically hedge the risk of potential changes in the value of the loans. These derivative instruments are recorded at fair value. The Company expects that the changes in fair value of these derivative financial instruments will either fully or partially offset the changes in fair value of the IRLCs and uncommitted mortgage loans held for sale. The changes in the fair value of these derivatives are recorded in gain on sale of loans, net.

MSR assets (including the MSR value associated with outstanding IRLCs) that the Company plans to sell expose the Company to the risk that the value of the MSR asset may decline due to decreases in mortgage interest rates prior to the sale of these assets. To protect against this risk, the Company uses forward loan purchase commitments to economically hedge the risk of potential changes in the value of MSR assets that have been identified for sale. These derivative instruments are recorded at fair value. The Company expects that the changes in fair value of these derivative financial instruments will either

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

fully or partially offset the changes in fair value of the MSR assets the Company intends to sell. The changes in fair value of these derivatives are recorded in the change in fair value of MSRs, net.

Forward commitments include To-Be-Announced ("TBA") mortgage-backed securities that have been aggregated at the counterparty level for presentation and disclosure purposes. Counterparty agreements contain a legal right to offset amounts due to and from the same counterparty under legally enforceable master netting agreements to settle with the same counterparty, on a net basis, as well as the right to obtain cash collateral. Forward commitments also include commitments to sell loans to counterparties and to purchase loans from counterparties at determined prices. Refer to *Note 13, Derivative Financial Instruments* for further information.

Mortgage Servicing Rights

Mortgage servicing rights are recognized as assets on the Consolidated Balance Sheets when loans are sold, and the associated servicing rights are retained. The Company maintains one class of MSR asset and has elected the fair value option. These MSRs are recorded at fair value, which is determined using a valuation model that calculates the present value of estimated future net servicing fee income. The model includes estimates of prepayment speeds, discount rate, cost to service, float earnings, contractual servicing fee income, and ancillary income and late fees, among others. These estimates are supported by market and economic data collected from various outside sources. Refer to *Note 3, Mortgage Servicing Rights* for further information.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation. Depreciation of property and equipment is generally computed on a straight-line basis over the estimated useful lives of the assets. Amortization of leasehold improvements is computed on a straight-line basis over the shorter of the estimated useful lives or the remaining lease terms. Depreciation is not recorded on projects-in-process until the project is complete and the associated assets are placed into service or are ready for the intended use. Upon retirement or sale, the cost of assets disposed of and the related accumulated depreciation are removed from the accounts; any resulting gain or loss is credited or charged to operations. Costs of maintenance and repairs are charged to expense as incurred. Refer to *Note 5, Property and Equipment* for further information.

Intangible Assets

Definite-lived intangible assets primarily consist of customer relationships and technology acquired through business combinations and are recorded at their estimated fair value at the date of acquisition. These assets are amortized on a straight-line basis over their estimated useful lives and are tested for impairment only if events or circumstances indicate that the assets might be impaired.

Indefinite-lived intangible assets consist of licenses to perform title insurance services acquired through business combinations and are recorded at their estimated fair value at the date of acquisition. The Company tests indefinite-lived intangible assets consistent with the policy described below for goodwill.

Goodwill

Goodwill is the excess of the purchase price over the estimated fair value of identifiable net assets acquired in business combinations. The Company tests goodwill for impairment annually in the fourth quarter, or more frequently when indications of potential impairment exist. The Company monitors the existence of potential impairment indicators throughout the fiscal year. Goodwill impairment testing is performed at the reporting unit level. The Company may elect to perform either a qualitative test or a quantitative test to determine if it is more likely than not that the carrying value of a reporting unit exceeds its estimated fair value. Fair value reflects the price a market participant would be willing to pay in a potential sale of the reporting unit. If the estimated fair value exceeds carrying value, then we conclude the goodwill is not impaired. If the carrying value of the reporting unit exceeds its estimated fair value, the Company recognizes an impairment loss in an amount equal to the excess, not to exceed the amount of goodwill allocated to the reporting unit. Refer to *Note 9, Goodwill and Intangible Assets*, for further information on the goodwill attributable to the Company's acquisitions.

Loans subject to repurchase right from Ginnie Mae

For certain loans sold to Ginnie Mae, the Company as the servicer has the unilateral right to repurchase any individual loan in a Ginnie Mae securitization pool if that loan meets defined criteria, including being delinquent more than 90 days. Once the Company has the unilateral right to repurchase the delinquent loan, the Company has effectively regained control over the

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

loan and must re-recognize the loan on the Consolidated Balance Sheets and establish a corresponding finance liability regardless of the Company's intention to repurchase the loan. The asset and corresponding liability are recorded at the unpaid principal balance of the loan, which approximates its fair value.

Non-controlling interests

As noted above, we are the sole managing member of Holdings and consolidate the financial results of Holdings. Therefore, we report a non-controlling interest based on the Holdings Units of Holdings held by Dan Gilbert, our founder and Chairman (our "Chairman") and RHI (the "non-controlling interest holders") on our Consolidated Balance Sheets. Income or loss is attributed to the non-controlling interests based on the weighted average Holdings Units outstanding during the period and is presented on the Consolidated Statements of Income and Comprehensive Income. Refer to *Note 17, Non-controlling Interests* for more information.

Share-based Compensation

In connection with the IPO, equity-based awards were issued under the Rocket Companies, Inc. 2020 Omnibus Incentive Plan including restricted stock units and stock options to purchase shares of our Class A common stock at an exercise price equal to the price to the public in the initial public offering. Share-based compensation expense is recorded as a component of salaries, commissions and team member benefits. Share-based compensation expense is recognized on a straight-line basis over the requisite service period based on the fair value of the award on the date of grant, refer to *Note 18, Share-based Compensation* for additional information.

Income taxes

Our income tax expense, deferred tax assets and liabilities, and reserves for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. We are subject to income taxes predominantly in the United States and Canada. These tax laws are often complex and may be subject to different interpretations.

Deferred income taxes arise from temporary differences between the financial statement carrying amount and the tax basis of assets and liabilities. In evaluating our ability to recover our deferred tax assets within the jurisdiction from which they arise, we consider all available positive and negative evidence. If based upon all available positive and negative evidence, it is more likely than not that the deferred tax assets will not be realized, a valuation allowance is established. The valuation allowance may be reversed in a subsequent reporting period if the Company determines that it is more likely than not that all or part of the deferred tax asset will become realizable.

Our interpretations of tax laws are subject to review and examination by various taxing authorities and jurisdictions where the Company operates, and disputes may occur regarding its view on a tax position. These disputes over interpretations with the various tax authorities may be settled by audit, administrative appeals or adjudication in the court systems of the tax jurisdictions in which the Company operates. We regularly review whether we may be assessed additional income taxes as a result of the resolution of these matters, and the Company records additional reserves as appropriate. In addition, the Company may revise its estimate of income taxes due to changes in income tax laws, legal interpretations, and business strategies. We recognize the financial statement effects of uncertain income tax positions when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. We record interest and penalties related to uncertain income tax positions in income tax expense. For additional information regarding our provision for income taxes refer to *Note 12, Income Taxes*.

Tax Receivable Agreement

In connection with the reorganization completed prior to our IPO in 2020, the Company entered into a Tax Receivable Agreement with RHI and our Chairman ("LLC Members") that will obligate the Company to make payments to the LLC Members generally equal to 90% of the applicable cash tax savings that the Company actually realizes or in some cases is deemed to realize as a result of the tax attributes generated by (i) certain increases in our allocable share of the tax basis in Holdings' assets resulting from (a) the purchases of Holdings Units (along with the corresponding shares of our Class D common stock or Class C common stock) from the LLC Members (or their transferees of Holdings Units or other assignees) using the net proceeds from our initial public offering or in any future offering, (b) exchanges by the LLC Members (or their transferees of Holdings Units or other assignees) of Holdings Units (along with the corresponding shares of our Class D common stock or Class C common stock) for cash or shares of our Class B common stock or Class A common stock, as

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

applicable, or (c) payments under the Tax Receivable Agreement; (ii) tax benefits related to imputed interest deemed arising as a result of payments made under the Tax Receivable Agreement and (iii) disproportionate allocations (if any) of tax benefits to Holdings as a result of section 704(c) of the Code that relate to the reorganization transactions. The Company will retain the benefit of the remaining 10% of these tax savings. For additional information regarding our Tax Receivable Agreement, refer to *Note 12, Income Taxes*

The Company recognized a liability for the Tax Receivable Agreement based upon the estimate of future TRA payments. The amounts payable under the Tax Receivable Agreement will vary depending upon a number of factors, including the amount, character, and timing of the taxable income of Rocket Companies in the future. Any such changes in these factors or changes in the Company's determination of the need for a valuation allowance related to the tax benefits acquired under the Tax Receivable Agreement could adjust the Tax receivable agreement liability recognized and recorded within earnings in future periods.

Variable Interest Entities

Upon completion of the reorganization and IPO, Rocket Companies, Inc. became the managing member of Holdings with 100% of the management and voting power in Holdings. In its capacity as managing member, Rocket Companies, Inc. has the sole authority to make decisions on behalf of Holdings and bind Holdings to signed agreements. Further, Holdings maintains separate capital accounts for its investors as a mechanism for tracking earnings and subsequent distribution rights. Accordingly, management concluded that Holdings is a limited partnership or similar legal entity as contemplated in ASC 810, *Consolidation*.

Furthermore, management concluded that Rocket Companies, Inc. is Holdings' primary beneficiary. As the primary beneficiary, Rocket Companies, Inc. consolidates the results and operations of Holdings for financial reporting purposes under the variable interest consolidation model guidance in ASC 810.

Rocket Companies, Inc.'s relationship with Holdings results in no recourse to the general credit of Rocket Companies, Inc. Holdings and its consolidated subsidiaries represents Rocket Companies, Inc.'s sole investment. Rocket Companies, Inc. shares in the income and losses of Holdings in direct proportion to Rocket Companies, Inc.'s ownership percentage. Further, Rocket Companies, Inc. has no contractual requirement to provide financial support to Holdings.

Rocket Companies, Inc.'s financial position, performance and cash flows effectively represent those of Holdings and its subsidiaries as of and for the period ended December 31, 2022. Prior to the reorganization and IPO, Rocket Companies, Inc. was not impacted by Holdings.

Basic and Diluted Earnings Per Share

The Company applies the two-class method for calculating and presenting earnings per share by separately presenting earnings per share for Class A common stock and Class B common stock. In applying the two-class method, the Company allocates undistributed earnings equally on a per share basis between Class A and Class B common stock. According to the Company's certificate of incorporation, the holders of the Class A and Class B common stock are entitled to participate in earnings equally on a per-share basis, as if all shares of common stock were of a single class, and in such dividends as may be declared by the board of directors. Holders of the Class A and Class B common stock also have equal priority in liquidation. Shares of Class C and Class D common stock do not participate in earnings of Rocket Companies, Inc. As a result, the shares of Class C and Class D common stock are not considered participating securities and are not included in the weighted-average shares outstanding for purposes of earnings per share. Restricted stock units awarded as part of the Company's compensation program, described in *Note 18, Share-based Compensation* are included in the weighted-average Class A shares outstanding in the calculation of basic EPS once the units are fully vested. Refer to *Note 19, Earnings Per Share* for more information.

Recently Adopted Accounting Standards

There are no recently issued accounting pronouncements adopted for the period.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

2. Fair Value Measurements

Fair value is the price that would be received if an asset were sold or the price that would be paid to transfer a liability in an orderly transaction between willing market participants at the measurement date. Required disclosures include classification of fair value measurements within a three-level hierarchy (Level 1, Level 2, and Level 3). Classification of a fair value measurement within the hierarchy is dependent on the classification and significance of the inputs used to determine the fair value measurement. Observable inputs are those that are observed, implied from, or corroborated with externally available market information. Unobservable inputs represent the Company's estimates of market participants' assumptions.

Fair value measurements are classified in the following manner:

Level 1—Valuation is based on quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2—Valuation is based on either observable prices for identical assets or liabilities in inactive markets, observable prices for similar assets or liabilities, or other inputs that are derived directly from, or through correlation to, observable market data at the measurement date.

Level 3—Valuation is based on the Company's internal models using assumptions at the measurement date that a market participant would use.

In determining fair value measurement, the Company uses observable inputs whenever possible. The level of a fair value measurement within the hierarchy is dependent on the lowest level of input that has a significant impact on the measurement as a whole. If quoted market prices are available at the measurement date or are available for similar instruments, such prices are used in the measurements. If observable market data is not available at the measurement date, judgment is required to measure fair value.

The following is a description of measurement techniques for items recorded at fair value on a recurring basis. There were no material items recorded at fair value on a nonrecurring basis as of December 31, 2022 or December 31, 2021.

Mortgage loans held for sale: Loans held for sale that trade in active secondary markets are valued using Level 2 measurements derived from observable market data, including market prices of securities backed by similar mortgage loans adjusted for certain factors to approximate the fair value of a whole mortgage loan, including the value attributable to mortgage servicing and credit risk. Loans held for sale for which there is little to no observable trading activity of similar instruments are valued using Level 3 measurements based upon dealer price quotes and internal models.

IRLCs: The fair value of IRLCs is based on current market prices of securities backed by similar mortgage loans (as determined above under mortgage loans held for sale), net of costs to close the loans, subject to the estimated loan funding probability, or "pull-through factor". Given the significant and unobservable nature of the pull-through factor, IRLCs are classified as Level 3.

MSRs: The fair value of MSRs is determined using an internal valuation model that calculates the present value of estimated net future cash flows. The model includes estimates of prepayment speeds, discount rate, cost to service, float earnings, contractual servicing fee income, and ancillary income among others. MSRs are classified as Level 3.

Forward commitments: The Company's forward commitments are valued based on quoted prices for similar assets in an active market with inputs that are observable and are classified within Level 2 of the valuation hierarchy.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The table below shows a summary of financial statement items that are measured at estimated fair value on a recurring basis, including assets measured under the fair value option. There were no material transfers of assets or liabilities recorded at fair value on a recurring basis between Levels 1, 2 or 3 during the year ended December 31, 2022 or the year ended December 31, 2021.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

	Level 1	Level 2	Level 3	Total
Balance at December 31, 2022				
Assets:				
Mortgage loans held for sale (1)	\$ —	\$ 6,260,745	\$ 1,082,730	\$ 7,343,475
IRLCs	—	—	90,635	90,635
MSRs	—	—	6,946,940	6,946,940
Forward commitments	—	22,444	—	22,444
Total assets	\$ —	\$ 6,283,189	\$ 8,120,305	\$ 14,403,494
Liabilities:				
Forward commitments	\$ —	\$ 25,117	\$ —	\$ 25,117
Total liabilities	\$ —	\$ 25,117	\$ —	\$ 25,117

Balance at December 31, 2021				
Assets:				
Mortgage loans held for sale (1)	\$ —	\$ 17,014,202	\$ 2,309,366	\$ 19,323,568
IRLCs	—	—	538,861	538,861
MSRs	—	—	5,385,613	5,385,613
Forward commitments	—	17,337	—	17,337
Total assets	\$ —	\$ 17,031,539	\$ 8,233,840	\$ 25,265,379
Liabilities:				
Forward commitments	\$ —	\$ 19,911	\$ —	\$ 19,911
Total liabilities	\$ —	\$ 19,911	\$ —	\$ 19,911

(1) As of December 31, 2022 and 2021, \$314.4 million and \$830.1 million of unpaid principal balance of the level 3 mortgage loans held for sale were 90 days or more delinquent and were considered in non-accrual status.

The following tables present the quantitative information about recurring Level 3 fair value financial instruments and the fair value measurements as of:

Unobservable Input	December 31, 2022		December 31, 2021	
	Range	Weighted Average	Range	Weighted Average
Mortgage loans held for sale				
Model pricing	67% - 100%	86 %	89% - 103%	99 %
IRLCs				
Loan funding probability	0% - 100%	68 %	0% - 100%	78 %
MSRs				
Discount rate	9.5% - 12.5%	9.9 %	9.0% - 12.0%	9.5 %
Conditional prepayment rate	6.1% - 26.6%	6.9 %	6.8% - 36.9%	8.7 %

The table below presents a reconciliation of Level 3 assets measured at fair value on a recurring basis for the years ended December 31, 2022 and 2021. Mortgage servicing rights are also classified as a Level 3 asset measured at fair value on a recurring basis and its reconciliation is found in *Note 3, Mortgage Servicing Rights*.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

	Loans Held for Sale	IRLCs
Balance at December 31, 2021	\$ 2,309,366	\$ 538,861
Transfers in (1)	1,315,430	—
Transfers out/principal reductions (1)	(2,371,104)	—
Net transfers and revaluation losses	—	(448,226)
Total losses included in net income	(170,962)	—
Balance at December 31, 2022	\$ 1,082,730	\$ 90,635
Balance at December 31, 2020	\$ 579,666	\$ 1,897,194
Transfers in (1)	3,524,260	—
Transfers out/principal reductions (1)	(1,788,552)	—
Net transfers and revaluation losses	—	(1,358,333)
Total losses included in net income	(6,008)	—
Balance at December 31, 2021	\$ 2,309,366	\$ 538,861

- (1) Transfers in represent loans repurchased from investors or loans originated for which an active market currently does not exist. Transfers out primarily represent loans sold to third parties and loans paid in full.

Fair Value Option

The following is the estimated fair value and unpaid principal balance (“UPB”) of mortgage loans held for sale that have contractual principal amounts and for which the Company has elected the fair value option. The fair value option was elected for mortgage loans held for sale as the Company believes fair value best reflects their expected future economic performance:

	Fair Value	Principal Amount Due Upon Maturity	Difference (1)
Balance at December 31, 2022	\$ 7,343,475	\$ 7,424,223	\$ (80,748)
Balance at December 31, 2021	\$ 19,323,568	\$ 19,018,552	\$ 305,016

- (1) Represents the amount of gains (losses) included in Gain on sale of loans, net due to changes in fair value of items accounted for using the fair value option.

Disclosures of the fair value of certain financial instruments are required when it is practical to estimate the value. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques.

The following table presents the carrying amounts and estimated fair value of financial liabilities that are not recorded at fair value on a recurring or nonrecurring basis. This table excludes cash and cash equivalents, restricted cash, warehouse borrowings, and line of credit borrowing facilities as these financial instruments are highly liquid or short-term in nature and as a result, their carrying amounts approximate fair value:

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

	December 31, 2022		December 31, 2021	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Senior Notes, due 10/15/2026	\$ 1,141,432	\$ 984,963	\$ 1,139,146	\$ 1,151,932
Senior Notes, due 1/15/2028	61,330	57,039	61,197	64,251
Senior Notes, due 3/1/2029	743,815	595,493	742,812	752,805
Senior Notes, due 3/1/2031	1,238,958	961,450	1,237,605	1,273,675
Senior Notes, due 10/15/2033	842,435	625,175	841,731	857,718
Total Senior Notes, net	\$ 4,027,970	\$ 3,224,120	\$ 4,022,491	\$ 4,100,381

The fair value of Senior Notes was calculated using the observable bond price at December 31, 2022 and 2021, respectively. The Senior Notes are classified as Level 2 in the fair value hierarchy.

3. Mortgage Servicing Rights

The following table summarizes changes to the MSR assets for the year ended:

	Year Ended December 31,	
	2022	2021
Fair value, beginning of period	\$ 5,385,613	\$ 2,862,685
MSRs originated	1,970,647	3,864,359
MSRs sales	(671,968)	(936,257)
MSRs purchases	—	200,591
Changes in fair value:		
Due to changes in valuation model inputs or assumptions (1)	1,285,981	589,852
Due to collection/realization of cash flows	(1,023,333)	(1,195,617)
Total changes in fair value	262,648	(605,765)
Fair value, end of period	\$ 6,946,940	\$ 5,385,613

- (1) Reflects changes in assumptions including discount rates and prepayment speed assumptions, mostly due to changes in market interest rates. Does not include the change in fair value of derivatives that economically hedge MSRs identified for sale or the effects of contractual prepayment protection resulting from sales of MSRs.

The total UPB of mortgage loans serviced, excluding subserviced loans, at December 31, 2022 and 2021 was \$486,540,840 and \$485,087,214, respectively. The portfolio primarily consists of high-quality performing agency and government (FHA and VA) loans. As of December 31, 2022, delinquent loans (defined as 60-plus days past-due) were 1.20% of our total portfolio. Excluding clients in forbearance plans, our delinquent loans (defined as 60-plus days past-due) were 0.88% as of December 31, 2022.

The following is a summary of the weighted average discount rate and prepayment speed assumptions used to determine the fair value of MSRs as well as the expected life of the loans in the servicing portfolio:

	December 31, 2022	December 31, 2021
Discount rate	9.9 %	9.5 %
Prepayment speeds	6.9 %	8.7 %
Life (in years)	8.08	7.25

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

The key assumptions used to estimate the fair value of MSR are prepayment speeds and the discount rate. Increases in prepayment speeds generally have an adverse effect on the value of MSR as the underlying loans prepay faster. In a declining interest rate environment, the fair value of MSR generally decreases as prepayments increase and therefore, the estimated life of the MSR and related cash flows decrease. Decreases in prepayment speeds generally have a positive effect on the value of MSR as the underlying loans prepay less frequently. In a rising interest rate environment, the fair value of MSR generally increases as prepayments decrease and therefore, the estimated life of the MSR and related cash flows increase. Increases in the discount rate result in a lower MSR value and decreases in the discount rate result in a higher MSR value. MSR uncertainties are hypothetical and do not always have a direct correlation with each assumption. Changes in one assumption may result in changes to another assumption, which might magnify or counteract the uncertainties.

The following table stresses the discount rate and prepayment speeds at two different data points:

	Discount Rate		Prepayment Speeds	
	100 BPS Adverse Change	200 BPS Adverse Change	10% Adverse Change	20% Adverse Change
December 31, 2022				
Mortgage servicing rights	\$ (295,754)	\$ (565,704)	\$ (171,297)	\$ (334,664)
December 31, 2021				
Mortgage servicing rights	\$ (232,658)	\$ (435,181)	\$ (198,153)	\$ (372,018)

4. Mortgage Loans Held for Sale

The Company sells substantially all of its originated mortgage loans into the secondary market. The Company retains the right to service a majority of these loans upon sale through ownership of servicing rights. A reconciliation of the changes in mortgage loans held for sale to the amounts presented on the Consolidated Statements of Cash Flows is below:

	Year Ended December 31,	
	2022	2021
Balance at the beginning of period	\$ 19,323,568	\$ 22,865,106
Disbursements of mortgage loans held for sale	134,326,580	352,968,791
Proceeds from sales of mortgage loans held for sale (1)	(147,952,800)	(363,970,300)
Gain on sale of mortgage loans excluding fair value of other financial instruments, net (2)	1,646,127	7,459,971
Balance at the end of period	\$ 7,343,475	\$ 19,323,568

- (1) The proceeds from sales of loans held for sale on the Consolidated Statements of Cash Flows includes amounts related to the sale of consumer loans.
- (2) The Gain on sale of loans excluding fair value of MSR, net on the Consolidated Statements of Cash Flows includes amounts related to the sale of consumer loans, interest rate lock commitments, forward commitments, and provisions for investor reserves.

Credit Risk

The Company is subject to credit risk associated with mortgage loans that it purchases and originates during the period of time prior to the sale of these loans. The Company considers credit risk associated with these loans to be insignificant as it holds the loans for a short period of time, which for the year ended December 31, 2022 is, on average, approximately 43 days from the date of borrowing, and the market for these loans continues to be highly liquid. The Company is also subject to credit risk associated with mortgage loans it has repurchased as a result of breaches of representations and warranties during the period of time between repurchase and resale.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

5. Property and Equipment

Property and equipment are depreciated over lives primarily ranging from 3 to 7 years for office furniture, equipment, computer software and leasehold improvements. Property and equipment consist of the following:

	December 31,	
	2022	2021
Office furniture, equipment, and technology.....	\$ 284,542	\$ 419,583
Leasehold improvements.....	202,806	229,335
Internally-developed software.....	157,754	116,473
Projects-in-process.....	92,352	56,391
Total cost.....	\$ 737,454	\$ 821,782
Accumulated depreciation and amortization.....	(463,262)	(567,406)
Total property and equipment, net.....	\$ 274,192	\$ 254,376

6. Borrowings

The Company maintains various funding facilities and other non-funding debt as shown in the tables below. Interest rates typically have two main components: a base rate most commonly SOFR or LIBOR, which is sometimes subject to a minimum floor and a spread. Some facilities have a commitment fee, which can be up to 50 basis points per year. The commitment fee charged by lenders is calculated based on the committed line amount multiplied by a negotiated rate. The Company is required to maintain certain covenants, including minimum tangible net worth, minimum liquidity, maximum total debt or liabilities to net worth ratio, pretax net income requirements, and other customary debt covenants, as defined in the agreements. The Company was in compliance with all covenants as of December 31, 2022 and 2021.

The amount owed and outstanding on the Company's loan funding facilities fluctuates based on its origination volume, the amount of time it takes the Company to sell the loans it originates, and the Company's ability to use its cash to self-fund loans. In addition to self-funding, the Company may from time to time use surplus cash to "buy-down" the effective interest rate of certain loan funding facilities or to self-fund a portion of our loan originations. Buy-down funds are included in Cash and cash equivalents on the Consolidated Balance Sheets. We have the ability to withdraw these funds at any time, unless a margin call has been made or a default has occurred under the relevant facilities. We will also deploy cash to self-fund loan originations, a portion of which can be transferred to a warehouse line or the early buy out line, provided that such loans meet the eligibility criteria to be placed on such lines. The remaining portion will be funded in normal course over a short period of time, generally less than 45 days.

The terms of the Senior Notes restrict our ability and the ability of our subsidiary guarantors among other things to: (1) merge, consolidate or sell, transfer or lease assets, and; (2) create liens on assets.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Funding Facilities

Facility Type	Collateral	Maturity	Line Amount	Committed Line Amount	Outstanding Balance as of December 31, 2022	Outstanding Balance as of December 31, 2021
MRA funding:						
1) Master Repurchase Agreement (1)(9).....	Mortgage loans held for sale (8)	10/20/2023	\$ 1,000,000	\$ 100,000	\$ 49,381	\$ 249,119
2) Master Repurchase Agreement (9).....	Mortgage loans held for sale (8)	11/30/2023	1,000,000	100,000	138,057	1,328,727
3) Master Repurchase Agreement (9).....	Mortgage loans held for sale (8)	8/9/2024	2,000,000	250,000	702,128	1,714,806
4) Master Repurchase Agreement (2)(9).....	Mortgage loans held for sale (8)	10/26/2023	2,000,000	800,000	917,621	1,479,128
5) Master Repurchase Agreement (9).....	Mortgage loans held for sale (8)	5/4/2024	1,000,000	250,000	493,029	2,264,954
6) Master Repurchase Agreement (3)(9).....	Mortgage loans held for sale (8)	9/9/2024	1,500,000	250,000	101,152	498,335
7) Master Repurchase Agreement (4)(9).....	Mortgage loans held for sale (8)	(4)	—	—	—	542,846
8) Master Repurchase Agreement (9).....	Mortgage loans held for sale (8)	9/22/2023	1,250,000	250,000	186,707	539,257
9) Master Repurchase Agreement (9).....	Mortgage loans held for sale (8)	9/27/2024	750,000	100,000	171,642	616,165
10) Master Repurchase Agreement (5)(9).....	Mortgage loans held for sale (8)	(5)	—	—	—	253,389
			<u>10,500,000</u>	<u>2,100,000</u>	<u>2,759,717</u>	<u>9,486,726</u>
Early Funding:						
11) Early Funding Facility (6)(9).....	Mortgage loans held for sale (8)	(6)	5,000,000	—	561,874	2,071,154
12) Early Funding Facility (7)(9).....	Mortgage loans held for sale (8)	(7)	2,000,000	—	227,108	1,193,712
			<u>7,000,000</u>	<u>—</u>	<u>788,982</u>	<u>3,264,866</u>
Total			<u>\$ 17,500,000</u>	<u>\$ 2,100,000</u>	<u>\$ 3,548,699</u>	<u>\$ 12,751,592</u>

- (1) Subsequent to December 31, 2022, this facility was amended to decrease the total facility size to \$250,000 with \$50,000 committed.
- (2) This facility has a 12-month initial term, which can be extended for 3-months at each subsequent 3-month anniversary from the initial start date. Subsequent to December 31, 2022, this facility was amended to decrease the committed amount to \$550,000 and was extended to January 26, 2024.
- (3) This facility has an overall line size of \$1,500,000. This facility also includes a \$1,500,000 sublimit for MSR financing. Capacity is fully fungible and is not restricted by these allocations.
- (4) This facility was voluntarily paid off and terminated in December 2022.
- (5) This facility matured in December 2022.
- (6) This facility is an evergreen agreement with no stated termination or expiration date. This agreement can be terminated by either party upon written notice.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

- (7) This facility will have an overall line size of \$2,000,000, which will be reviewed every 90 days. This facility is an evergreen agreement with no stated termination or expiration date. This agreement can be terminated by either party upon written notice.
- (8) The Company has multiple borrowing facilities in the form of asset sales under agreements to repurchase. These borrowing facilities are secured by mortgage loans held for sale at fair value as the first priority security interest.
- (9) The interest rates charged by lenders of the funding facilities included the applicable base rate plus a spread ranging from 1.00% and 1.85% for the year ended December 31, 2022, and 1.00% to 2.25%, for the year ended December 31, 2021.

Other Financing Facilities

Facility Type (5)	Collateral	Maturity	Line Amount	Committed Line Amount	Outstanding Balance as of December 31, 2022	Outstanding Balance as of December 31, 2021
Line of Credit Financing Facilities						
1) Unsecured line of credit (1)	—	7/27/2025	\$ 2,000,000	\$ —	\$ —	\$ —
2) Unsecured line of credit (1)	—	7/31/2025	100,000	—	—	—
3) Revolving credit facility (4)	—	8/10/2025	1,000,000	1,000,000	—	—
4) MSR line of credit (4)	MSRs	10/20/2023	200,000	—	—	—
5) MSR line of credit (2)(4)	MSRs	9/9/2024	1,500,000	250,000	—	—
6) MSR line of credit (3)(4)	MSRs	(3)	—	—	—	75,000
			<u>\$ 4,800,000</u>	<u>\$ 1,250,000</u>	<u>\$ —</u>	<u>\$ 75,000</u>
Early Buyout Financing Facility						
7) Early buy out facility (4)	Loans/ Advances	3/13/2024	\$ 1,500,000	\$ —	\$ 672,882	\$ 1,896,784

- (1) Refer to *Note 7, Transactions with Related Parties* for additional details regarding this unsecured line of credit
- (2) This facility is a sublimit of *Master Repurchase Agreement 6*, found above in *Funding Facilities*. Refer to *subfootnote 3, Funding Facilities* for additional details regarding this financing facility.
- (3) This facility was voluntarily paid off and terminated in March 2022.
- (4) The interest rates charged by lenders on the other funding facilities included the applicable base rate, plus a spread ranging from 1.45% to 4.00% for the years ended December 31, 2022 and December 31, 2021.
- (5) Subsequent to December 31, 2022, the Company established a new revolving credit facility for personal loans. Effective January 30, 2023 the facility has a line size of \$75,000, maturing on January 30, 2025.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Unsecured Senior Notes

Facility Type	Maturity	Interest Rate	Outstanding Balance as of December 31, 2022	Outstanding Balance as of December 31, 2021
Unsecured Senior Notes(1)	10/15/2026	2.875 %	\$ 1,150,000	\$ 1,150,000
Unsecured Senior Notes(2)	1/15/2028	5.250 %	61,985	61,985
Unsecured Senior Notes(3)	3/1/2029	3.625 %	750,000	750,000
Unsecured Senior Notes(4)	3/1/2031	3.875 %	1,250,000	1,250,000
Unsecured Senior Notes(5)	10/15/2033	4.000 %	850,000	850,000
Total Senior Notes			\$ 4,061,985	\$ 4,061,985
Weighted Average Interest Rate			3.59 %	3.59 %

- (1) The 2026 Senior Notes are unsecured obligation notes with no requirement to pledge collateral for this borrowing. Unamortized debt issuance costs and discounts are presented net against the Senior Notes reducing the \$1,150,000 carrying amount on the Consolidated Balance Sheets by \$8,569 and \$10,854, as of December 31, 2022 and 2021, respectively. Prior to October 15, 2023 the Company may redeem the notes at its option, in whole or in part upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount redeemed, plus a "make whole" premium and accrued and unpaid interest. At any time on or after October 15, 2023, the Company may redeem the note at its option, in whole or in part, upon not less than 10 nor more than 60 days' notice, at the redemption prices set forth below. The Company may also redeem the notes prior to April 15, 2023, at any time or from time to time, in an amount equal to the cash proceeds received by the Company from an equity offering at a redemption price equal to 102.875% of the principal amount plus accrued and unpaid interest, if any, to but excluding the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the notes, provided that the redemption take place not later than 90 days after the closing of the related equity offering; and not less than 60% of the principal amount of the notes remains outstanding immediately thereafter.

Year	Percentage
2023	101.438 %
2024	100.719 %
2025 and thereafter	100.000 %

- (2) The 2028 Senior Notes are unsecured obligation notes with no requirement to pledge collateral for this borrowing. During the fourth quarter of 2021, we purchased \$948,015 of the outstanding principal amount of the 2028 Senior Notes in a Tender Offer and Consent Solicitation. Unamortized debt issuance costs and discounts are presented net against the Senior Notes reducing the \$61,985 carrying amount on the Consolidated Balance Sheets by \$358 and \$298 as of December 31, 2022, respectively and reducing the \$61,985 carrying amount on the Consolidated Balance Sheets by \$430 and \$358, as of December 31, 2021, respectively. At any time and from time to time on or after January 15, 2023, the Company may redeem the notes at its option, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the redemption prices equal to the percentage of principal amount set forth below plus accrued and unpaid interest, if any, to but excluding the redemption date, in cash, if redeemed during the twelve-month period beginning on January 15 in the years indicated below:

Year	Percentage
2023	102.625 %
2024	101.750 %
2025	100.875 %
2026 and thereafter	100.000 %

- (3) The 2029 Senior Notes are unsecured obligation notes with no requirement to pledge collateral for this borrowing. Unamortized debt issuance costs and discounts are presented net against the Senior Notes reducing the \$750,000 carrying amount on the Consolidated Balance Sheets by \$6,185 and \$7,188, as of December 31, 2022 and 2021,

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

respectively. Prior to March 1, 2024 the Company may redeem the notes at its option, in whole or in part upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount redeemed, plus a "make whole" premium and accrued and unpaid interest. At any time on or after March 1, 2024, the Company may redeem the note at its option, in whole or in part, upon not less than 10 nor more than 60 days' notice, at the redemption prices set forth below. The Company may also redeem the notes prior to September 1, 2023, at any time or from time to time, in an amount equal to the cash proceeds received by the Company from an equity offering at a redemption price equal to 103.625% of the principal amount plus accrued and unpaid interest, if any, to but excluding the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the notes, provided that the redemption take place not later than 90 days after the closing of the related equity offering; and not less than 60% of the principal amount of the notes remains outstanding immediately thereafter.

Year	Percentage
2024	101.813 %
2025	100.906 %
2026 and thereafter	100.000 %

- (4) The 2031 Senior Notes are unsecured obligation notes with no requirement to pledge collateral for this borrowing. Unamortized debt issuance costs and discounts are presented net against the Senior Notes reducing the \$1,250,000 carrying amount on the Consolidated Balance Sheets by \$11,040 and \$12,395 as of December 31, 2022 and 2021, respectively. Prior to March 1, 2026 the Company may redeem the notes at its option, in whole or in part upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount redeemed, plus a "make whole" premium and accrued and unpaid interest. At any time on or after March 1, 2026, the Company may redeem the note at its option, in whole or in part, upon not less than 10 nor more than 60 days' notice, at the redemption prices set forth below. The Company may also redeem the notes prior to September 1, 2023, at any time or from time to time, in an amount equal to the cash proceeds received by the Company from an equity offering at a redemption price equal to 103.875% of the principal amount plus accrued and unpaid interest, if any, to but excluding the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the notes, provided that the redemption take place not later than 90 days after the closing of the related equity offering; and not less than 60% of the principal amount of the notes remains outstanding immediately thereafter.

Year	Percentage
2026	101.938 %
2027	101.292 %
2028	100.646 %
2029 and thereafter	100.000 %

- (5) The 2033 Senior Notes are unsecured obligation notes with no requirement to pledge collateral for this borrowing. Unamortized debt issuance costs and discounts are presented net against the Senior Notes reducing the \$850,000 carrying amount on the Consolidated Balance Sheets by \$7,565 and \$8,269, as of December 31, 2022 and 2021, respectively. Prior to October 15, 2027 the Company may redeem the notes at its option, in whole or in part upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount redeemed, plus a "make whole" premium and accrued and unpaid interest. At any time on or after October 15, 2027, the Company may redeem the note at its option, in whole or in part, upon not less than 10 nor more than 60 days' notice, at the redemption prices set forth below. The Company may also redeem the notes prior to April 15, 2024, at any time or from time to time, in an amount equal to the cash proceeds received by the Company from an equity offering at a redemption price equal to 104.000% of the principal amount plus accrued and unpaid interest, if any, to but excluding the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the notes, provided that the redemption take place not later than 90 days after the closing of the related equity offering; and not less than 60% of the principal amount of the notes remains outstanding immediately thereafter.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Year	Percentage
2027	102.000 %
2028	101.333 %
2029	100.667 %
2030 and thereafter	100.000 %

The following table outlines the contractual maturities (by unpaid principal balance) of unsecured senior notes (excluding interest and debt discount) for the years ended.

Year	Amount
2023	\$ —
2024	—
2025	—
2026	1,150,000
2027	—
Thereafter	2,911,985
Total	\$ 4,061,985

Refer to *Note 2, Fair Value Measurements* for information pertaining to the fair value of the Company's debt as of December 31, 2022 and 2021.

7. Transactions with Related Parties

The Company has entered into various transactions and agreements with RHI, its subsidiaries, certain other affiliates and related parties (collectively, "Related Parties"). These transactions include providing financing and services as well as obtaining financing and services from these Related Parties.

Financing Arrangements

On June 9, 2017, Rocket Mortgage and RHI entered into an unsecured line of credit, as further amended and restated on September 16, 2021 ("RHI Line of Credit"), pursuant to which Rocket Mortgage has a borrowing capacity of \$2,000,000. The RHI Line of Credit matures on July 27, 2025. Borrowings under the line of credit bear interest at a rate per annum of the applicable base rate, plus a spread of 1.25%. The line of credit is uncommitted and RHI has sole discretion over advances. The RHI Line of Credit also contains negative covenants which restrict the ability of the Company to incur debt and create liens on certain assets. It also requires Rocket Mortgage to maintain a quarterly consolidated net income before taxes if adjusted tangible net worth meets certain requirements. There were no outstanding principal amounts due to RHI as of December 31, 2022 and December 31, 2021, pursuant to the RHI Line of Credit. Rocket Mortgage had no repayments in 2022, interest paid was \$762 and related to the outstanding balance from prior year. Rocket Mortgage repaid an aggregate of \$2,502,793, including interest of \$2,793 for the year ended December 31, 2021.

RHI and ATI are parties to a surplus debenture, effective as of December 28, 2015, and as further amended and restated on December 31, 2019 (the "RHI/ATI Debenture"), pursuant to which ATI is indebted to RHI for an aggregate principal amount of \$21,500. The RHI/ATI Debenture matures on December 31, 2030. Interest under the RHI/ATI Debenture accrues at an annual rate of 8%. Principal and interest under the RHI/ATI Debenture are due and payable quarterly, in each case subject to ATI achieving a certain amount of surplus and payments of all interest before principal payments begin. Any unpaid amounts of principal and interest shall be due and payable upon the maturity of the RHI/ATI Debenture. ATI repaid an aggregate of \$1,000 for the years ended December 31, 2022 and 2021, respectively. The total amount of interest accrued under the RHI/ATI Debenture was \$1,720 for the years ended December 31, 2022 and 2021, respectively.

On July 31, 2020, Holdings and RHI entered into an agreement for an uncommitted, unsecured revolving line of credit ("RHI 2nd Line of Credit"), which will provide for financing from RHI to the Company of up to \$100,000. The RHI 2nd Line of Credit matures on July 31, 2025. Borrowings under the line of credit will bear interest at a rate per annum of the applicable base rate plus a spread of 1.25%. The negative covenants of the line of credit restrict the ability of the Company to incur debt

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

and create liens on certain assets. The line of credit also contains customary events of default. As of December 31, 2022 and December 31, 2021 there were no draws on the RHI 2nd Line of Credit and no amounts outstanding.

The amounts receivable from and payable to Related Parties consisted of the following as of:

	December 31, 2022		December 31, 2021	
	Principal	Interest Rate	Principal	Interest Rate
Included in Notes receivable and due from affiliates on the Consolidated Balance Sheets				
Affiliated receivables and other notes	\$ 10,796	—	\$ 9,753	—
Notes receivable and due from affiliates	\$ 10,796		\$ 9,753	
Included in Notes payable and due to affiliates on the Consolidated Balance Sheets				
RHI/ATI Debenture	\$ 21,500	8.00 %	\$ 21,500	8.00 %
Affiliated payables	11,963	—	12,150	—
Notes payable and due to affiliates	\$ 33,463		\$ 33,650	

Services, Products and Other Transactions

We have entered into transactions and agreements to provide certain services to Related Parties. We recognized revenue of \$12,661, \$13,275, and \$14,081 for the years ended December 31, 2022, 2021, and 2020, respectively, for the performance of these services, which was included in Other income on the Consolidated Statements of Income and Comprehensive Income. We have also entered into transactions and agreements to purchase certain services, products and other transactions from Related Parties. We incurred expenses of \$103,019, \$168,581, and \$215,728 for the years ended December 31, 2022, 2021, and 2020, respectively, for these products, services and other transactions, which are included in General and administrative expenses on the Consolidated Statements of Income and Comprehensive Income.

As further described in *Note 18, Share-based Compensation*, the Company is allocated compensation costs associated with awards granted by RHI in years prior to the reorganization and IPO. During the year ended December 31, 2022, all RHI restricted stock units and options were cancelled and replaced with cash or a modified award dominated in RKT shares. This resulted in RHI contributing approximately \$42,000 in cash to the Company and its subsidiaries in exchange for the share-based compensation award modifications.

The Company has also entered into a Tax Receivable Agreement with RHI and our Chairman as described further in *Note 12, Income Taxes*. The Company has also guaranteed the debt of a related party as described further in *Note 14, Commitments, Contingencies, and Guarantees*.

Promotional Sponsorships

The Company incurred marketing and advertising costs related to the Rocket Mortgage Field House Naming Rights Contract and other promotional sponsorships, which are related parties. The Company incurred expenses of \$8,942, \$9,026, and \$10,330 for the years ended December 31, 2022, 2021, and 2020, respectively, related to these arrangements.

Lease Transactions with Related Parties

The Company is a party to lease agreements for certain offices, including our headquarters in Detroit, with various affiliates of Bedrock Management Services LLC (“Bedrock”), a related party, and other related parties of the Company. The Company incurred expenses of \$74,562, \$76,960, and \$70,157 for the years ended December 31, 2022, 2021, and 2020, respectively, related to these arrangements.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

8. Leases

The Company enters into lease arrangements with independent third parties and with related parties. Upon adoption of ASU No. 2016-02, *Leases (Topic 842)* in 2019, the Company elected not to reassess its previous evaluation of the lease term, the exercise of any purchase options and impairment of right-of-use assets for transitioned leases.

The Company's operating leases, in which the Company is the lessee, include real estate for our office facilities. The Company determines whether an arrangement is or contains a lease at inception. Leases are classified as either finance or operating at the commencement date of the lease, with classification affecting the pattern of expense recognition in the Consolidated Statements of Income and Comprehensive Income. The Company currently does not have any finance leases, and the vast majority of the Company's operating lease expense is paid to a related party. Refer to *Note 7, Transactions with Related Parties* for information regarding lease transaction expenses with related parties.

For lease arrangements where the Company is the lessee, the Company does not separate non-lease components of a contract from the lease component to which they relate. The Company elected that leases with an initial term of 12 months or less are expensed on a straight-line basis over the lease term in the Consolidated Statements of Income and Comprehensive Income and not recorded on the Consolidated Balance Sheets. The Company's leases generally have remaining lease terms of one year to ten years. Some leases include options to extend or terminate the lease at the Company's sole discretion on a lease-by-lease basis, and the Company evaluates whether those options are "reasonably certain" of being exercised considering contractual and economic-based factors. The Company used its periodic incremental borrowing rate, based on the information available at commencement date, to determine the present value of future lease payments.

The components of lease expense for the years ended:

	December 31,	
	2022	2021
Operating Lease Cost:		
Fixed lease expense	\$ 79,621	\$ 77,286
Variable lease expense (1)	9,190	12,246
Total operating lease cost	<u>\$ 88,811</u>	<u>\$ 89,532</u>

- (1) Variable lease payments are expensed in the period in which the obligation for those payments is incurred. These variable lease costs are payments that vary in amount beyond commencement date, for reasons other than passage of time. The Company's variable payments mainly include common area maintenance and building utilities fees.

Supplemental cash flow information related to leases for the years ended:

	December 31,	
	2022	2021
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 81,333	\$ 77,967

During the years ended December 31, 2022 and 2021, the right of use assets obtained in exchange for operating lease obligations of new and modified leases at the time of their commencement was \$2,632 and \$191,435, respectively.

Supplemental balance sheet information related to leases for the year ended:

	December 31,	
	2022	2021
Operating Leases:		
Total lease right-of-use assets	\$ 366,189	\$ 427,895
Total lease liabilities	\$ 422,769	\$ 482,184
Weighted average lease term	6.7 years	7.5 years
Weighted average discount rate	3.64 %	3.61 %

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Maturities of lease liabilities for the year ended:

Operating Leases:

2023	\$	76,674
2024		71,517
2025		70,862
2026		69,736
2027		65,456
Thereafter		122,181
Total lease payments	\$	476,426
Less imputed interest		53,657
Total	\$	422,769

When applying the requirements of Topic 842, the Company made assumptions about the determination of whether a contract contains a lease and the determination of the discount rate for the lease.

Lessor

While the Company is the sublessor in certain leasing arrangements, the majority of such lease arrangements are intercompany and eliminated in consolidation.

9. Goodwill and Intangible Assets

Goodwill

As of December 31, 2022 and 2021, there was approximately \$1.1 billion of goodwill recorded in Goodwill and intangible assets on our Consolidated Balance Sheets. The Goodwill is primarily attributable to the acquisition of Rocket Money.

Acquisition of Rocket Money (formerly known as Truebill)

On December 23, 2021, we completed the acquisition of Rocket Money. The results of operations of Rocket Money are disclosed in the “All Other” category in the segment reporting from the date of acquisition as the operating segment is not individually significant to constitute a reportable segment.

The acquisition was accounted for as a business combination under ASC 805, *Business Combinations*, with the total purchase price allocated on a preliminary basis using information available, in the fourth quarter of 2021. The purchase price and related allocation were finalized in the third quarter of 2022 and resulted in minor adjustments from the amounts previously disclosed. The final purchase price and related allocation to the acquired net assets of Rocket Money based on their estimated fair values is shown below:

	Fair Value
Cash	\$ 33,084
Accounts receivable, net	2,564
Other assets	9,068
Accounts payable and other liabilities	(9,672)
Deferred revenue	(4,454)
Deferred tax liabilities	(2,508)
Net tangible assets acquired	\$ 28,082
Intangible assets	\$ 122,700
Goodwill	1,118,823
Total net assets acquired	\$ 1,269,605

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Intangible assets primarily include amounts recognized for the estimated fair value of customer relationships, which will be amortized over the estimated useful life of ten years and developed technology, which will be amortized over the estimated useful life of three years. The estimated fair value of these assets was based on third-party valuations utilizing an income approach. Goodwill recognized in this transaction is primarily attributable to broad synergies expected post-acquisition across multiple elements of the Rocket Platform and is not deductible for tax purposes.

We incurred \$1.8 million of expenses directly related to the acquisition of Rocket Money for the year ended December 31, 2021 which are included in General and administrative expenses in the Consolidated Statements of Income and Comprehensive Income.

Goodwill resulting from the Rocket Money acquisition was allocated to two reporting units that are expected to benefit from the synergies of the acquisition, which includes the reporting unit in the Direct to Consumer reportable segment and the Rocket Money reporting unit that is not significant individually to constitute a reportable segment and is aggregated in the "All Other" category.

Goodwill Impairment Test

We completed a quantitative impairment assessment of goodwill as of October 1, 2022 and concluded there was no impairment. The Company utilized an income approach or a combination of an income approach and a market approach to estimate the fair value of each reporting unit if relevant comparable public companies could be identified. The income approach is based on projected cash flows which is discounted to the present value using discount rates that consider the timing and risk of cash flows. The discount rate used is the value-weighted average of the reporting unit's estimated cost of equity and of debt ("cost of capital"). The weighted average cost of capital is adjusted by reporting unit to reflect a risk factor, if necessary. The market approach is based on pricing multiples derived from comparable public companies and applied to historical and projected results. Other significant assumptions include terminal value growth rates, terminal value margin rates and future working capital requirements.

The following table summarizes changes to the carrying value of goodwill, by reporting unit, during the periods presented:

	Direct to Consumer	All Other	Total
Goodwill as of December 31, 2020.....	\$ —	\$ 17,950	\$ 17,950
Acquisitions.....	718,675	412,314	1,130,989
Foreign currency translation.....	—	(4)	(4)
Goodwill as of December 31, 2021.....	\$ 718,675	\$ 430,260	\$ 1,148,935
Foreign currency translation.....	—	(477)	(477)
Purchase accounting adjustments.....	—	(12,166)	(12,166)
Goodwill as of December 31, 2022.....	\$ 718,675	\$ 417,617	\$ 1,136,292

Intangible Assets

As of December 31, 2022 and 2021, there was approximately \$122.6 million and \$148.0 million of intangible assets recorded in Goodwill and intangible assets on our Consolidated Balance Sheets, which primarily consist of customer relationships and developed technology recorded in connection with the acquisition of Rocket Money in 2021.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

The following table summarizes changes to the carrying value of intangible assets:

	December 31, 2022			December 31, 2021		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Definite-lived intangible assets						
Customer relationships	\$ 90,875	\$ 11,468	\$ 79,407	\$ 90,882	\$ 1,574	\$ 89,308
Developed technology	55,718	20,666	35,052	56,812	8,184	48,628
Other	6,984	4,657	2,327	6,973	2,768	4,205
Total	<u>\$ 153,577</u>	<u>\$ 36,791</u>	<u>\$ 116,786</u>	<u>\$ 154,667</u>	<u>\$ 12,526</u>	<u>\$ 142,141</u>
Indefinite-lived intangible assets						
Title insurance assets	\$ 5,850	\$ —	\$ 5,850	\$ 5,850	\$ —	\$ 5,850
Total intangible assets	<u>\$ 159,427</u>	<u>\$ 36,791</u>	<u>\$ 122,636</u>	<u>\$ 160,517</u>	<u>\$ 12,526</u>	<u>\$ 147,991</u>

Weighted average amortization period for customer relationships, developed technology and other is 10 years, 5 years and 45 years, respectively.

During the year ended December 2022, 2021 and 2020 the aggregate amortization expense for the period was \$24,744, \$4,007 and \$4,624.

The following table outlines the estimated aggregate amortization expense of intangible assets for the years ended.

Year	Amount
2023	\$ 22,550
2024	22,550
2025	11,862
2026	11,523
2027	10,518

10. Other Assets

Other assets consist of the following:

	December 31,	
	2022	2021
Mortgage production related receivables	\$ 372,156	\$ 393,513
Prepaid expenses	128,057	141,512
Disbursement funds advanced	64,826	27,493
Non-production-related receivables	56,619	114,557
Ginnie Mae buyouts	52,633	28,149
Investment securities	40,341	41,880
Margin call receivables from counterparties	24,102	137
Real estate owned	1,124	492
Other	59,301	71,155
Total other assets	<u>\$ 799,159</u>	<u>\$ 818,888</u>

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

11. Team Member Benefit Plan

The Company maintains a defined contribution 401(k) plan which is sponsored by RHI, covering substantially all full-time and part-time team members of the Company. Team members can make elective contributions to the plan. The Company makes discretionary matching contributions of 50% of team members' contributions to the plan up to an annual maximum of \$2.5 per team member. The Company's contributions to the plan, net of team member forfeitures, for the years ended December 31, 2022, 2021, and 2020 amounted to \$40,664, \$44,060, and \$47,072, respectively, and are included in Salaries, commissions and team member benefits in the Consolidated Statements of Income and Comprehensive Income.

12. Income Taxes

Income (loss) before income taxes consists of the following:

	Year Ended December 31,		
	2022	2021	2020
U.S.	\$ 763,400	\$ 6,202,190	\$ 9,544,721
Canada	(21,489)	(17,289)	(13,064)
Total income before income taxes	<u>\$ 741,911</u>	<u>\$ 6,184,901</u>	<u>\$ 9,531,657</u>

The provision for (benefit from) income taxes consists of the following:

	Year Ended December 31,		
	2022	2021	2020
Current			
U.S. Federal	\$ 4,669	\$ 49,650	\$ 38,000
State and local	575	14,493	27,971
Canada	560	276	(120)
Total current	<u>\$ 5,804</u>	<u>\$ 64,419</u>	<u>\$ 65,851</u>
Deferred			
U.S. Federal	\$ 3,671	\$ 49,426	\$ 45,713
State and local	32,659	(1,041)	20,817
Canada	(156)	(66)	—
Total deferred	<u>\$ 36,174</u>	<u>\$ 48,319</u>	<u>\$ 66,530</u>
Total provision for income taxes	<u>\$ 41,978</u>	<u>\$ 112,738</u>	<u>\$ 132,381</u>

The reconciliation of the U.S. Federal statutory corporate income tax rate to the provision for income taxes consists of the following:

	Year Ended December 31,		
	2022	2021	2020
U.S. Federal statutory tax rate	21.00 %	21.00 %	21.00 %
Income attributable to non-controlling interest	(23.77)	(19.33)	(20.27)
State and local taxes, net of U.S. Federal tax benefit	3.70	0.20	0.47
Valuation allowance	3.15	0.10	0.03
Other	1.58	(0.15)	0.16
Effective tax rate	<u>5.66 %</u>	<u>1.82 %</u>	<u>1.39 %</u>

For the year ended December 31, 2022, the Company's effective tax rate varies from the U.S. Federal statutory tax rate due to its organizational structure, state and local taxes inclusive of updates in its state and local deferred tax rate, and valuation allowances for deferred tax benefits the Company does not believe are more likely than not to be realized. For the years ended December 31, 2021 and 2020, the Company's effective tax rate varies from the U.S. Federal statutory tax rate due

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

principally to its organizational structure. Rocket Companies owns a portion of the units of Holdings, which is treated as a partnership for U.S. federal tax purposes and in most applicable jurisdictions for state and local income tax purposes. The remaining portion of Holdings is owned by the LLC Members. As a partnership, Holdings is not subject to U.S. federal and certain state and local income taxes. Any taxable income or loss generated by Holdings is passed through and included in the taxable income or loss of its members, including Rocket Companies, in accordance with the terms of the operating agreement of Holdings (the "Holdings Operating Agreement"). Rocket Companies is a C Corporation and is subject to U.S. federal, state, and local income taxes with respect to its allocable share of any taxable income of Holdings.

Several subsidiaries of Holdings, such as Rocket Mortgage, Amrock and other subsidiaries, are single member LLC entities. As single member LLCs of Holdings, all taxable income or loss generated by these subsidiaries will pass through and be included in the income or loss of Holdings. A provision for state income taxes is required for certain jurisdictions that tax single member LLCs as regarded entities. Other subsidiaries of Holdings, such as Amrock Title Insurance Co., LMB Mortgage Services and others, are treated as C Corporations and will separately file and pay taxes apart from Holdings in various jurisdictions including U.S. federal, state, local and Canada.

The Inflation Reduction Act ("IRA") was enacted on August 16, 2022. The IRA includes several provisions, one of which was the enactment of the corporate alternative minimum tax, which imposes a minimum tax on the adjusted financial statement income for an 'applicable corporation' as defined in the IRA. The corporate alternative minimum tax is effective for tax years beginning after December 31, 2022. There has been no material impact on the consolidated financial statements as of December 31, 2022 from the enactment of the corporate alternative minimum tax.

Deferred income taxes arise from temporary differences between the financial statement carrying amount and the tax basis of assets and liabilities. The Company's deferred tax assets (liabilities) arise from the following components of temporary differences and carryforwards:

	December 31,	
	2022	2021
Investment in partnership	\$ 501,153	\$ 588,759
Mortgage servicing rights	(16,910)	(11,055)
Interest rate lock commitments	(273)	(1,121)
Intangible assets	(29,986)	(30,445)
Net operating loss and credit carryforwards	114,577	33,670
Accruals and other, net	12,578	2,522
Valuation allowance	(59,400)	(38,663)
Net deferred tax assets	\$ 521,739	\$ 543,667

The deferred tax balance in the Consolidated Balance Sheets consists of the following:

	December 31,	
	2022	2021
Deferred tax asset, net of valuation allowance	\$ 537,963	\$ 572,049
Deferred tax liability (included in Other liabilities)	(16,224)	(28,382)
Net deferred tax asset	\$ 521,739	\$ 543,667

As of December 31, 2022, the Company has a deferred tax asset before any valuation allowance of \$597,363 and a deferred tax liability of \$16,224. As of December 31, 2021, the Company had a deferred tax asset before any valuation allowance of \$610,712 and a deferred tax liability of \$28,382. The Company's deferred tax asset relates primarily to the difference in the tax and book basis of Rocket Companies' investment in Holdings. The Company recognizes deferred tax assets to the extent it believes these assets are more likely than not to be realized. In making such a determination, the Company considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and recent results of operations. After considering all those factors, as of December 31, 2022 and 2021, respectively, management has recorded \$59,400 and \$38,663 of a valuation allowance for certain deferred tax assets the Company has determined are not more likely than not to be realized.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Changes in the deferred tax asset, net of valuation allowance for the investment in partnership recorded against Additional Paid-in Capital that occurred during the years ended December 31, 2022 and 2021 are included within Change in controlling interest of investment, net in the Consolidated Statements of Changes in Equity. The initial deferred tax asset, net of valuation allowance for the investment in partnership was recorded against Additional Paid-in Capital and included within Effect of reorganization transactions in the Consolidated Statements of Changes in Equity for the year ended December 31, 2020.

Of the \$114,577 deferred tax assets related to the net operating loss and credit carryforwards at December 31, 2022, \$32,202 will expire between 2031 and 2042 and \$82,375 has no expiration.

The Company recognizes uncertain income tax positions when it is not more likely than not a tax position will be sustained upon examination. As of December 31, 2022 and 2021, the Company has not recognized any uncertain tax positions. The Company accrues interest and penalties related to uncertain tax positions as a component of the income tax provision. No interest or penalties were recognized in income tax expense and no accrued interest or penalty was recorded for uncertain tax positions on the Consolidated Balance Sheets as of December 31, 2022 and 2021. Tax positions taken in tax years that remain open under the statute of limitations will be subject to examinations by tax authorities. With few exceptions, the Company is no longer subject to state or local examinations by tax authorities for tax years ended December 31, 2016 or prior.

Tax Receivable Agreement

The Company expects to obtain an increase in its share of the tax basis in the net assets of Holdings when Holdings Units are redeemed from or exchanged by the LLC Members. The Company intends to treat any redemptions and exchanges of Holdings Units as direct purchases of Holdings Units for U.S. federal income tax purposes. These increases in tax basis may reduce the amounts that the Company would otherwise pay in the future to various tax authorities. They may also decrease gains (or increase losses) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets.

As indicated in Note 1, Business, Basis of Presentation and Accounting Policies, in connection with the reorganization completed prior to our IPO in 2020, the Company entered into a Tax Receivable Agreement with the LLC Members that will obligate the Company to make payments to the LLC Members generally equal to 90% of the applicable cash tax savings that the Company actually realizes or in some cases is deemed to realize as a result of the tax attributes generated by (i) certain increases in our allocable share of the tax basis in Holdings' assets resulting from (a) the purchases of Holdings Units (along with the corresponding shares of our Class D common stock or Class C common stock) from the LLC Members (or their transferees of Holdings Units or other assignees) using the net proceeds from our initial public offering or in any future offering, (b) exchanges by the LLC Members (or their transferees of Holdings Units or other assignees) of Holdings Units (along with the corresponding shares of our Class D common stock or Class C common stock) for cash or shares of our Class B common stock or Class A common stock, as applicable, or (c) payments under the Tax Receivable Agreement; (ii) tax benefits related to imputed interest deemed arising as a result of payments made under the Tax Receivable Agreement and (iii) disproportionate allocations (if any) of tax benefits to Holdings as a result of section 704(c) of the Code that relate to the reorganization transactions. The Company will retain the benefit of the remaining 10% of these tax savings.

On March 31, 2021, the Company exchanged 20,200,000 shares of Class A common stock for the equivalent number of shares of Class D common stock and Holdings Units with RHI, which resulted in an increase in the tax basis of assets of Holdings that is subject to the provisions of the Tax Receivable Agreement. The Company recorded an increase in its deferred tax asset on investment in partnership of \$123,587, an increase in the valuation allowance of \$3,146, and an increase in the Tax receivable agreement liability of \$119,456 with the net offsetting amount of \$985 recorded to Additional Paid-in Capital in the Change in controlling interest of investment, net in the Consolidated Statements of Changes in Equity.

The Company anticipates funding payments under the Tax Receivable Agreement from cash flows from operations, available cash and available borrowings. As of December 31, 2022 and 2021, respectively, the Company recognized a liability of \$613,693 and \$688,573 under the Tax Receivable Agreement after concluding that is the estimate of such TRA payments that would be paid based on its estimates of future taxable income. A payment of \$40,721 was made to the LLC Members pursuant to the Tax Receivable Agreement during the year ended December 31, 2022. No payment was made to the LLC Members pursuant the Tax Receivable Agreement during the year ended December 31, 2021. Subsequent to December 31, 2022, a payment of \$35,697 was made to the LLC Members pursuant to the Tax Receivable Agreement.

The amounts payable under the Tax Receivable Agreement will vary depending upon a number of factors, including the amount, character, and timing of the taxable income of Rocket Companies in the future. Any such changes in these factors or

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

changes in the Company's determination of the need for a valuation allowance related to the tax benefits acquired under the Tax Receivable Agreement could adjust the Tax receivable agreement liability recognized and recorded within earnings in future periods.

In addition, the Tax Receivable Agreement provides that upon certain changes of control of the Company or a material breach of our obligations under the Tax Receivable Agreement, the Company is required to make a payment to the LLC Members in an amount equal to the present value of future payments (calculated using a discount rate equal to the lesser of 6.50% or the applicable base rate plus 100 basis points, which may differ from our, or a potential acquirer's, then-current cost of capital) under the Tax Receivable Agreement, which payment would be based on certain assumptions (described in assumptions (i) through (v) in the following paragraph), including those relating to our future taxable income. In these situations, our obligations under the Tax Receivable Agreement could have a substantial negative impact on our, or a potential acquirer's, liquidity and could have the effect of delaying, deferring, modifying or preventing certain mergers, asset sales, other forms of business combinations or other changes of control. These provisions of the Tax Receivable Agreement may result in situations where the LLC Members have interests that differ from or are in addition to those of our other stockholders. In addition, the Company could be required to make payments under the Tax Receivable Agreement that are substantial, significantly in advance of any potential actual realization of such further tax benefits, and in excess of our, or a potential acquirer's, actual cash savings in income tax.

Furthermore, Rocket Companies may elect to terminate the Tax Receivable Agreement early by making an immediate payment equal to the present value of the anticipated future cash tax savings (calculated using a discount rate equal to the lesser of 6.50% or the applicable base rate plus 100 basis points.) In determining such anticipated future cash tax savings, the Tax Receivable Agreement includes several assumptions, including that (i) any Holdings Units that have not been exchanged are deemed exchanged for the market value of the shares of Class A common stock at the time of termination, (ii) Rocket Companies will have sufficient taxable income in each future taxable year to fully realize all potential tax savings, (iii) Rocket Companies will have sufficient taxable income to fully utilize any remaining net operating losses subject to the Tax Receivable Agreement in the taxable year of the election or future taxable years, (iv) the tax rates for future years will be those specified in the law as in effect at the time of termination and (v) certain non-amortizable assets are deemed disposed of within specified time periods.

As a result of the change in control provisions and the early termination right, Rocket Companies could be required to make payments under the Tax Receivable Agreement that are greater than or less than the specified percentage of the actual cash tax savings that Rocket Companies realizes in respect of the tax attributes subject to the Tax Receivable Agreement (although any such overpayment would be taken into account in calculating future payments, if any, under the Tax Receivable Agreement) or that are prior to the actual realization, if any, of such future tax benefits. Also, the obligations of Rocket Companies would be automatically accelerated and be immediately due and payable in the event that Rocket Companies breaches any of its material obligations under the agreement and in certain events of bankruptcy or liquidation. In these situations, our obligations under the Tax Receivable Agreement could have a substantial negative impact on our liquidity.

Tax Distributions

The holders of Holdings' Units, including Rocket Companies Inc., incur U.S. federal, state and local income taxes on their share of any taxable income of Holdings. The Holdings Operating Agreement provides for pro rata cash distributions ("tax distributions") to the holders of the Holdings Units in an amount generally calculated to provide each holder of Holdings Units with sufficient cash to cover its tax liability in respect of the Holdings Units. In general, these tax distributions are computed based on Holdings' estimated taxable income, multiplied by an assumed tax rate as set forth in the Holdings Operating Agreement.

For the year ended December 31, 2022, Holdings paid tax distributions totaling \$166,210 to holders of Holdings Units other than Rocket Companies. For the year ended December 31, 2021, Holdings paid tax distributions totaling \$1,803,494 to holders of Holdings Units other than Rocket Companies.

13. Derivative Financial Instruments

The Company uses forward commitments in hedging the interest rate risk exposure on its fixed and adjustable rate commitments. Utilization of forward commitments involves some degree of basis risk. Basis risk is defined as the risk that the hedged instrument's price does not move in parallel with the increase or decrease in the market price of the hedged financial instrument. The Company calculates an expected hedge ratio to mitigate a portion of this risk. The Company's derivative instruments are not designated as accounting hedging instruments, and therefore, changes in fair value are recorded

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

in current period earnings. Hedging gains and losses are included in Gain on sale of loans, net in the Consolidated Statements of Income and Comprehensive Income.

Net hedging gains and losses were as follows:

	Year ended December 31,		
	2022 (1)	2021 (1)	2020 (1)
Hedging gains (losses)	\$ 2,577,902	\$ 1,217,010	\$ (2,832,741)

(1) Includes the change in fair value related to derivatives economically hedging MSR's identified for sale.

Refer to Note 2, *Fair Value Measurements*, for additional information on the fair value of derivative financial instruments.

Notional and Fair Value

The notional and fair values of derivative financial instruments not designated as hedging instruments were as follows:

	Notional Value	Derivative Asset	Derivative Liability
Balance at December 31, 2022			
IRLCs, net of loan funding probability (1)	\$ 4,373,465	\$ 90,635	\$ —
Forward commitments (2)	\$ 10,963,989	\$ 22,444	\$ 25,117
Balance at December 31, 2021			
IRLCs, net of loan funding probability (1)	\$ 21,194,326	\$ 538,861	\$ —
Forward commitments (2)	\$ 36,476,871	\$ 17,337	\$ 19,911

(1) IRLCs are also discussed in Note 14, *Commitments, Contingencies, and Guarantees*.

(2) Includes the fair value and net notional value related to derivatives economically hedging MSR's identified for sale.

Counterparty agreements for forward commitments contain master netting agreements. The table below presents the gross amounts of recognized assets and liabilities subject to master netting agreements. Margin cash is cash that is exchanged by counterparties to be held as collateral related to these derivative financial instruments. Margin cash held on behalf of counterparties is recorded in Cash and cash equivalents, and the related liability is classified in Other liabilities in the Consolidated Balance Sheets. Margin cash pledged to counterparties is excluded from cash and cash equivalents and instead recorded in Other assets as a margin call receivables from counterparties in the Consolidated Balance Sheets. The Company had \$24,102 and \$137 of margin cash pledged to counterparties related to these forward commitments at December 31, 2022 and 2021, respectively. As of December 31, 2022 and 2021 there was \$959 and \$22,826 of margin cash held on behalf of counterparties, respectively.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

	Gross Amount of Recognized Assets or Liabilities	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts Presented in the Consolidated Balance Sheets
Offsetting of Derivative Assets			
Balance at December 31, 2022			
Forward commitments	\$ 71,484	\$ (49,040)	\$ 22,444
Balance at December 31, 2021			
Forward commitments	\$ 50,225	\$ (32,888)	\$ 17,337
Offsetting of Derivative Liabilities			
Balance at December 31, 2022			
Forward commitments	\$ (69,007)	\$ 43,890	\$ (25,117)
Balance at December 31, 2021			
Forward commitments	\$ (54,922)	\$ 35,011	\$ (19,911)

Counterparty Credit Risk

Credit risk is defined as the possibility that a loss may occur from the failure of another party to perform in accordance with the terms of the contract, which exceeds the value of existing collateral, if any. The Company attempts to limit its credit risk by dealing with creditworthy counterparties and obtaining collateral where appropriate.

The Company is exposed to credit loss in the event of contractual nonperformance by its trading counterparties and counterparties to its various over-the-counter derivative financial instruments noted in the above *Notional and Fair Value* discussion. The Company manages this credit risk by selecting only counterparties that it believes to be financially strong, spreading the credit risk among many such counterparties, placing contractual limits on the amount of unsecured credit extended to any single counterparty, and entering into netting agreements with the counterparties as appropriate.

Certain counterparties have master netting agreements. The master netting agreements contain a legal right to offset amounts due to and from the same counterparty. Derivative assets in the Consolidated Balance Sheets represent derivative contracts in a gain position, net of loss positions with the same counterparty and, therefore, also represent the Company's maximum counterparty credit risk. The Company incurred no credit losses due to nonperformance of any of its counterparties during the years ended December 31, 2022, 2021 and 2020.

14. Commitments, Contingencies, and Guarantees

Interest Rate Lock Commitments

IRLCs are agreements to lend to a client as long as there is no violation of any condition established in the contract. Commitments generally have fixed expiration dates or other termination clauses and may require payment of a fee. The Company evaluates each client's creditworthiness on a case-by-case basis.

The number of days from the date of the IRLC to expiration of fixed and variable rate lock commitments outstanding at December 31, 2022 and 2021 was 48 days and 43 days on average, respectively.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

The UPB of IRLCs was as follows:

	December 31, 2022		December 31, 2021	
	Fixed Rate	Variable Rate	Fixed Rate	Variable Rate
IRLCs	\$ 6,108,132	\$ 326,638	\$ 25,937,777	\$ 1,239,762

Commitments to Sell Mortgage Loans

In the ordinary course of business, the Company enters into contracts to sell existing mortgage loans held for sale into the secondary market at specified future dates. The amount of commitments to sell existing loans at December 31, 2022 and 2021 was \$20,618 and \$2,243,381, respectively.

Commitments to Sell Loans with Servicing Released

In the ordinary course of business, the Company enters into contracts to sell the MSRs of certain newly originated loans on a servicing released basis. In the event that a forward commitment is not filled and there has been an unfavorable market shift from the date of commitment to the date of settlement, the Company is contractually obligated to pay a pair-off fee on the undelivered balance. There were \$223,314 and \$333,594 of loans committed to be sold servicing released at December 31, 2022 and 2021, respectively.

Investor Reserves

The maximum exposure under the Company's representations and warranties would be the outstanding principal balance and any premium received on all loans ever sold by the Company, less (i) loans that have already been paid in full by the mortgagee, (ii) loans that have defaulted without a breach of representations and warranties, (iii) loans that have been indemnified via settlement or make-whole, or (iv) loans that have been repurchased. Additionally, the Company may receive relief of certain representation and warranty obligations on loans sold to Fannie Mae or Freddie Mac on or after January 1, 2013 if Fannie Mae or Freddie Mac satisfactorily concludes a quality control loan file review or if the borrower meets certain acceptable payment history requirements within 12 or 36 months after the loan is sold to Fannie Mae or Freddie Mac. Investor reserves as of December 31, 2022 and 2021 were \$110,147 and \$78,888, respectively.

Escrow Payables

As a service to its clients, the Company administers escrow deposits representing undisbursed amounts received for payment of property taxes, insurance, funds for title services, and principal, and interest on mortgage loans held for sale. Cash held by the Company for property taxes, insurance, and settlement funds for title services was \$3,471,913 and \$3,682,366, and for principal and interest was \$2,529,326 and \$8,370,326 at December 31, 2022 and 2021, respectively. These amounts are not considered assets of the Company and, therefore, are excluded from the Consolidated Balance Sheets. The Company remains contingently liable for the disposition of these deposits.

Guarantees

As of December 31, 2022 and 2021, the Company guaranteed the debt of a related party consisting of three separate guarantees, totaling \$3,495 and \$5,216, respectively. As of December 31, 2022 and 2021, the Company did not record a liability on the Consolidated Balance Sheets for these guarantees because it was not probable that the Company would be required to make payments under these guarantees.

Tax Receivable Agreement

As indicated in *Note 12, Income Taxes*, the Company is party to a Tax Receivable Agreement.

Legal

Rocket Companies, through its subsidiaries, engages in, among other things, mortgage lending, title and settlement services, and other financial technology services and products. Rocket Companies and its subsidiaries operate in highly regulated industries and are routinely subject to various legal and administrative proceedings concerning matters that arise in the normal and ordinary course of business, including inquiries, complaints, subpoenas, audits, examinations, investigations and

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

potential enforcement actions from regulatory agencies and state attorney generals; state and federal lawsuits and putative class actions; and other litigation. Periodically, we assess our potential liabilities and contingencies in connection with outstanding legal and administrative proceedings utilizing the latest information available. This assessment could change in the event of the discovery of additional facts. While it is not possible to predict the outcome of any of these matters, based on our assessment of the facts and circumstances, we do not believe any of these matters, individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or cash flows. However, actual outcomes may differ from those expected and could have a material effect on our financial position, results of operations, or cash flows in a future period. Rocket Companies accrues for losses when they are probable to occur and such losses are reasonably estimable. Legal costs are expensed as they are incurred.

In 2018, an initial judgment was entered against Rocket Mortgage, formerly known as Quicken Loans Inc., and Amrock, formerly known as Title Source, Inc., for a certified class action lawsuit in the U.S. District Court of the Northern District of West Virginia. The lawsuit alleged that Rocket Mortgage and Amrock violated West Virginia state law by unconscionably inducing the plaintiffs (and a class of other West Virginians who received loans through Rocket Mortgage and appraisals through Amrock) into loans by including the borrower's own estimated home values on appraisal order forms. The district court judge ruled in favor of the plaintiffs and, in a split decision, the U.S. Court of Appeals for the Fourth Circuit affirmed the district court's decision to grant (i) class certification and (ii) summary judgment on the statutory damages claim. The court of appeals reversed the district court's summary judgment ruling on a separate breach-of-contract claim and remanded that claim for further proceedings. Rocket Mortgage and Amrock filed a petition for writ of certiorari with the Supreme Court of the United States and, on January 10, 2022, the Supreme Court granted the petition, vacated the court of appeals' judgment, and remanded the case to the Fourth Circuit for further consideration. On October 28, 2022, the court of appeals followed the Supreme Court's direction, vacated the district court's decision, and remanded the case for further proceedings. Without any additional briefing or argument, on December 12, 2022, the district court reinstated its previous judgment. A notice of appeal was filed on December 19, 2022. The Company believes the resolution of this matter is not material to the consolidated financial statements.

Amrock is currently involved in civil litigation related to a business dispute between Amrock and HouseCanary, Inc. ("HouseCanary"). The lawsuit was filed on April 12, 2016, by Amrock—Title Source, Inc. v. HouseCanary, Inc., No. 2016-CI-06300 (37th Civil District Court, San Antonio, Texas)—and included claims against HouseCanary for breach of contract and fraudulent inducement stemming from a contract between Amrock and HouseCanary whereby HouseCanary was obligated to provide Amrock with appraisal and valuation software and services. HouseCanary filed counterclaims against Amrock for, among other things, breach of contract, fraud, and misappropriation of trade secrets. On March 14, 2018, following trial of the claims in the lawsuit, a Bexar County, Texas, jury awarded damages in favor of HouseCanary and rejected Amrock's claims against HouseCanary. The district court entered judgment for HouseCanary on its misappropriation and fraud claims. On appeal (No. 04-19-00044-CV, Fourth Court of Appeals, San Antonio, Texas), the court of appeals affirmed judgment of no-cause on Amrock's claim for breach of contract, but reversed judgment on HouseCanary's misappropriation of trade secrets and fraud claims and remanded the case for a new trial on HouseCanary's claims. In November 2020, HouseCanary filed a petition requesting the Supreme Court of Texas review the court of appeals' decision. The Supreme Court denied the petition on June 17, 2022, and the case was remanded to district court. The case is now set for a new trial. The outcome of this matter remains uncertain, and the ultimate resolution of the litigation may be several years in the future. At the new trial, Amrock intends to present new evidence, including evidence revealed by whistleblowers who came forward with evidence that undermined HouseCanary's claims after the conclusion of the original trial, and to vigorously defend this case and any subsequent actions.

Quicken Loans and Rocket Homes are defending themselves against a tagalong lawsuit filed by HouseCanary that also includes claims for misappropriation of trade secrets. That case is in its early stages and is stayed pending a resolution of Quicken Loans' and Rocket Homes' dispositive motion.

On June 29, 2021 and July 13, 2021, two putative securities class action lawsuits were filed in the U.S. District Court for the Eastern District of Michigan asserting claims pursuant to Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 against Rocket Companies, and certain executive officers and directors. These two putative class actions, later consolidated into one case, challenge particular positive statements about Rocket Companies' operations and prospects, purport to bring claims on behalf of all persons who purchased Rocket Companies Class A common stock between February 25, 2021 and May 5, 2021, and do not claim a specific amount of damages. On August 19, 2021 and August 12, 2022, two alleged shareholders filed shareholder derivative actions asserting claims purportedly on behalf of Rocket Companies for breach of fiduciary duty, waste of corporate assets, and unjust enrichment against certain executive officers, the members of Rocket Companies' Board, Rocket Holdings, and, nominally, Rocket Companies in the Michigan State Circuit Court for the Third

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Judicial Circuit, Wayne County. A motion to consolidate the August 2021 derivative action (which is stayed pending resolution of the parallel consolidated putative securities class action) with the August 2022 derivative action was filed on January 7, 2023. On November 23, 2021 and February 2, 2022, two alleged shareholders filed shareholder derivative actions asserting claims purportedly on behalf of Rocket Companies for breach of fiduciary duty against Rock Holdings, Daniel Gilbert, and, nominally, Rocket Companies in the Delaware Court of Chancery. The two Delaware derivative actions were also later consolidated. The derivative lawsuits allege Rock Holdings sold Rocket Companies Class A common stock on the basis of material nonpublic information and, in the Michigan state lawsuits, that certain positive statements about Rocket Companies' business operations and prospects were false. None of the derivative lawsuits claim a specific amount of damages. Due to the early stage of these proceedings and the lack of specific damages requests, Rocket Companies is unable to estimate a range of reasonably possible losses for any of these matters.

As of December 31, 2022 and 2021, we have recorded reserves related to potential damages in connection with the above legal proceedings of \$15,000. The ultimate outcome of these or other actions or proceedings, including any monetary awards against Rocket Companies or one or more of Rocket Companies' subsidiaries, is uncertain and there can be no assurance as to the amount of any such potential awards. Rocket Companies and its subsidiaries will incur defense costs and other expenses in connection with the lawsuits. Plus, if a judgment for money that exceeds specified thresholds is rendered against a subsidiary of Rocket Companies or against Rocket Companies and it or they fail to timely pay, discharge, bond or obtain a stay of execution of such judgment, it is possible that one or more of the companies could be deemed in default of loan funding facilities and other agreements governing indebtedness. If the final resolution of any such litigation is unfavorable in one or more of these actions, it could have a material adverse effect on the business, liquidity, financial condition, cash flows, and results of operations of Rocket Companies or a subsidiary of Rocket Companies.

15. Minimum Net Worth Requirements

Certain secondary market investors, warehouse lenders, and state regulators require the Company to maintain minimum net worth and capital requirements. To the extent that these requirements are not met, secondary market investors and/or the state regulators may utilize a range of remedies including sanctions, and/or suspension or termination of selling and servicing agreements, which may prohibit the Company from originating, securitizing or servicing these specific types of mortgage loans.

Rocket Mortgage is subject to certain minimum net worth, minimum capital ratio and minimum liquidity requirements established by the Federal Housing Finance Agency ("FHFA") for Fannie Mae and Freddie Mac Seller/Servicers, and Ginnie Mae for single family issuers. Furthermore, refer to *Note 6, Borrowings* for additional information regarding compliance with all covenant requirements.

Minimum Net Worth

The minimum net worth requirement for Fannie Mae and Freddie Mac is defined as follows:

- Base of \$2,500 plus 25 basis points of outstanding UPB for total loans serviced.
- Adjusted/Tangible Net Worth is defined as total equity less goodwill, intangible assets, affiliate receivables and certain pledged assets.

The minimum net worth requirement for Ginnie Mae is defined as follows:

- Base of \$2,500 plus 35 basis points of the Ginnie Mae total single-family effective outstanding obligations.
- Adjusted/Tangible Net Worth is defined as total equity less goodwill, intangible assets, affiliate receivables and certain pledged assets. Effective for fiscal year 2020, under the Ginnie Mae MBS Guide, the issuers will no longer be permitted to include deferred tax assets when computing the minimum net worth requirements.

Minimum Capital Ratio

- For Fannie Mae, Freddie Mac and Ginnie Mae, the Company is also required to hold a ratio of Adjusted/Tangible Net Worth to Total Assets greater than 6%.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Minimum Liquidity

The minimum liquidity requirement for Fannie Mae and Freddie Mac is defined as follows:

- 3.5 basis points of total Agency servicing.
- Incremental 200 basis points of total nonperforming Agency, measured as 90+ delinquencies, servicing in excess of 6% of the total Agency servicing UPB.
- Allowable assets for liquidity may include cash and cash equivalents (unrestricted) and available for sale or held for trading investment grade securities (e.g., Agency MBS, Obligations of GSEs, US Treasury Obligations).

The minimum liquidity requirement for Ginnie Mae is defined as follows:

- Maintain liquid assets equal to the greater of \$1,000 or 10 basis points of our outstanding single-family MBS.

The most restrictive of the minimum net worth and capital requirements require the Company to maintain a minimum adjusted net worth balance of \$1,500,000 and \$1,794,783 as of December 31, 2022 and 2021, respectively. As of December 31, 2022 and 2021, the Company was in compliance with this requirement.

16. Segments

The Company's Chief Executive Officer, who has been identified as its Chief Operating Decision Maker ("CODM"), has evaluated how the Company views and measures its performance. ASC 280, *Segment Reporting* establishes the standards for reporting information about segments in financial statements. In applying the criteria set forth in that guidance, the Company has determined that it has two reportable segments - Direct to Consumer and Partner Network. The key factors used to identify these reportable segments are the Company's internal operations and the nature of its marketing channels, which drive client acquisition into the mortgage platform. This determination reflects how its CODM monitors performance, allocates capital and makes strategic and operational decisions. The Company's segments are described as follows:

Direct to Consumer

In the Direct to Consumer segment, clients have the ability to interact with Rocket Mortgage online and/or with the Company's mortgage bankers. The Company markets to potential clients in this segment through various brand campaigns and performance marketing channels. The Direct to Consumer segment derives revenue from originating, closing, selling and servicing predominantly agency-conforming loans, which are pooled and sold to the secondary market. The segment also includes title insurance, appraisals and settlement services complementing the Company's end-to-end mortgage origination experience. Servicing activities are fully allocated to the Direct to Consumer segment and are viewed as an extension of the client experience. Servicing enables Rocket Mortgage to establish and maintain long term relationships with our clients, through multiple touchpoints at regular engagement intervals.

Revenues in the Direct to Consumer segment are generated primarily from the gain on sale of loans, which includes loan origination fees, revenues associated with title insurance, appraisals and settlement services, and revenues from sales of loans into the secondary market, as well as the fair value of originated MSR and hedging gains and losses. Loan servicing income (loss) consists of the contractual fees earned for servicing loans and other ancillary servicing fees, as well as changes in the fair value of MSR due to changes in valuation assumptions and realization of cash flows.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Partner Network

The Rocket Professional platform supports our Partner Network segment, where we leverage our superior client service and widely recognized brand to grow marketing and influencer relationships, and our mortgage broker partnerships through Rocket Pro TPO ("third party origination"). Our marketing partnerships consist of well-known consumer-focused companies that find value in our award-winning client experience and want to offer their clients mortgage solutions with our trusted, widely recognized brand. These organizations connect their clients directly to us through marketing channels and a referral process. Our influencer partnerships are typically with companies that employ licensed mortgage professionals that find value in our client experience, technology and efficient mortgage process, where mortgages may not be their primary offering. We also enable clients to start the mortgage process through the Rocket platform in the way that works best for them, including through a local mortgage broker.

Revenues in the Partner Network segment are generated primarily from the gain on sale of loans, which includes loan origination fees, revenues associated with title insurance, appraisals and settlement services, and revenues from sales of loans into the secondary market, as well as the fair value of originated MSRs and hedging gains and losses.

Other Information About Our Segments

The Company measures the performance of the segments primarily on a contribution margin basis. The accounting policies applied by our segments are described in *Note 1, Business, Basis of Presentation and Accounting Policies*. Directly attributable expenses include salaries, commissions and team member benefits, general and administrative expenses and other expenses, such as servicing costs and origination costs.

The Company does not allocate assets to its reportable segments as they are not included in the review performed by the CODM for purposes of assessing segment performance and allocating resources. The Consolidated Balance Sheets is managed on a consolidated basis and is not used in the context of segment reporting.

The Company also reports an "all other" category that includes operations from Rocket Homes, Rock Connections, Rocket Auto, Core Digital Media, Rocket Loans, Rocket Money and includes professional service fee revenues from related parties. These operations are neither significant individually nor in aggregate and therefore do not constitute a reportable segment.

Key operating data for our business segments for the years ended:

Year Ended December 31, 2022	Direct to Consumer	Partner Network	Segments Total	All Other	Total
Revenues					
Gain on sale	\$ 2,573,970	\$ 540,234	\$ 3,114,204	\$ 23,213	\$ 3,137,417
Interest income	222,621	125,034	347,655	2,936	350,591
Interest expense on funding facilities	(106,561)	(59,818)	(166,379)	(9)	(166,388)
Servicing fee income	1,455,121	—	1,455,121	3,516	1,458,637
Changes in fair value of MSRs	185,036	—	185,036	—	185,036
Other income	449,813	33,163	482,976	390,224	873,200
Total U.S. GAAP Revenue, net	4,780,000	638,613	5,418,613	419,880	5,838,493
Less: Increase in MSRs due to valuation assumptions (net of hedges)	(1,210,947)	—	(1,210,947)	—	(1,210,947)
Adjusted revenue	3,569,053	638,613	4,207,666	419,880	4,627,546
Directly attributable expenses	2,517,850	362,317	2,880,167	359,074	3,239,241
Contribution margin	\$ 1,051,203	\$ 276,296	\$ 1,327,499	\$ 60,806	\$ 1,388,305

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Year Ended December 31, 2021	Direct to Consumer	Partner Network	Segments Total	All Other	Total
Revenues					
Gain on sale	\$ 8,843,040	\$ 1,597,569	\$ 10,440,609	\$ 27,965	\$ 10,468,574
Interest income	265,438	161,256	426,694	3,392	430,086
Interest expense on funding facilities	(161,867)	(99,226)	(261,093)	(53)	(261,146)
Servicing fee income	1,323,171	—	1,323,171	2,767	1,325,938
Changes in fair value of MSR's	(689,432)	—	(689,432)	—	(689,432)
Other income	1,001,060	105,976	1,107,036	533,410	1,640,446
Total U.S. GAAP Revenue, net	10,581,410	1,765,575	12,346,985	567,481	12,914,466
Less: Increase in MSR's due to valuation assumptions (net of hedges)	(487,473)	—	(487,473)	—	(487,473)
Adjusted revenue	10,093,937	1,765,575	11,859,512	567,481	12,426,993
Directly attributable expenses	3,697,774	686,296	4,384,070	274,546	4,658,616
Contribution margin	\$ 6,396,163	\$ 1,079,279	\$ 7,475,442	\$ 292,935	\$ 7,768,377

Year Ended December 31, 2020	Direct to Consumer	Partner Network	Segments Total	All Other	Total
Revenues					
Gain on sale	\$ 12,076,569	\$ 2,986,418	\$ 15,062,987	\$ 7,716	\$ 15,070,703
Interest income	215,171	111,876	327,047	2,546	329,593
Interest expense on funding facilities	(161,478)	(83,628)	(245,106)	(417)	(245,523)
Servicing fee income	1,070,463	—	1,070,463	3,792	1,074,255
Changes in fair value of MSR's	(2,379,355)	—	(2,379,355)	—	(2,379,355)
Other income	900,520	165,699	1,066,219	734,175	1,800,394
Total U.S. GAAP Revenue, net	11,721,890	3,180,365	14,902,255	747,812	15,650,067
Plus: Decrease in MSR's due to valuation assumptions	1,288,156	—	1,288,156	—	1,288,156
Adjusted revenue	13,010,046	3,180,365	16,190,411	747,812	16,938,223
Directly attributable expenses	3,637,525	537,543	4,175,068	412,351	4,587,419
Contribution margin	\$ 9,372,521	\$ 2,642,822	\$ 12,015,343	\$ 335,461	\$ 12,350,804

The following table represents a reconciliation of segment contribution margin to consolidated U.S. GAAP income before taxes for the years ended:

	Year Ended December 31,		
	2022	2021	2020
Contribution margin, excluding change in MSR's due to valuation	\$ 1,388,305	\$ 7,768,377	\$ 12,350,804
Increase (decrease) in MSR's due to valuation assumptions	1,210,947	487,473	(1,288,156)
Contribution margin, including change in MSR's due to valuation	2,599,252	8,255,850	11,062,648
<i>Less expenses not allocated to segments:</i>			
Salaries, commissions and team member benefits	968,709	936,255	815,940
General and administrative expenses	632,344	801,696	443,085
Depreciation and amortization	94,020	74,713	74,316
Interest and amortization expense on non-funding debt	153,596	230,740	186,301
Other expenses	8,672	27,545	11,349
Income before income taxes	\$ 741,911	\$ 6,184,901	\$ 9,531,657

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

17. Non-controlling Interests

The non-controlling interest balance represents the economic interest in Holdings held by our Chairman and RHI. The following table summarizes the ownership of Holdings Units in Holdings as of:

	December 31, 2022		December 31, 2021	
	Holdings Units	Ownership Percentage	Holdings Units	Ownership Percentage
Rocket Companies, Inc.'s ownership of Holdings Units...	123,491,606	6.26 %	126,437,703	6.40 %
Holdings Units held by our Chairman	1,101,822	0.06 %	1,101,822	0.06 %
Holdings Units held by RHI	1,847,777,661	93.68 %	1,847,777,661	93.54 %
Balance at end of period	1,972,371,089	100.00 %	1,975,317,186	100.00 %

The non-controlling interest holders have the right to exchange Holdings Units, together with a corresponding number of shares of our Class D common stock or Class C common stock (together referred to as “Paired Interests”), for, at our option, (i) shares of our Class B common stock or Class A common stock or (ii) cash from a substantially concurrent public offering or private sale (based on the price of our Class A common stock). As such, future exchanges of Paired Interests by non-controlling interest holders will result in a change in ownership and reduce or increase the amount recorded as non-controlling interest and increase or decrease additional paid-in-capital when Holdings has positive or negative net assets, respectively. As of December 31, 2022, our Chairman has not exchanged any Paired Interests.

On March 31, 2021, the Company exchanged 20,200,000 shares of Class A common stock for the equivalent number of shares of Class D common stock and Holdings Units with RHI. This transaction resulted in an increase of Rocket Companies' controlling interest and a corresponding decrease of non-controlling interest of approximately 1.0%.

During the year ended December 31, 2022 and 2021, Rocket Companies has repurchased 17,698,472 and 14,442,195 shares respectively of Class A common stock under the extended and renewed Share Repurchase Program.

18. Share-based Compensation

Restricted stock units ("RSUs") and stock options are granted to team members and directors of the Company and its affiliates under the 2020 Omnibus Incentive Plan. Share-based compensation expense is recognized on a straight-line basis over the requisite service period based on the fair value of the award on the date of grant, with forfeitures recognized as they occur.

Stock Options

In connection with the IPO and annually thereafter, the Company has granted Stock Options to certain team members that generally vest and become exercisable over a three year period, with 33.33% vesting on the first anniversary of the grant date, and the remaining 66.67% vesting ratably on a monthly basis over the 24 month period following the first anniversary of the grant date, subject to the grantee's employment or service with the Company through each applicable vesting date. The Stock Options will be exercisable, subject to vesting, for a period of 10 years after the grant date. The Stock Options activity for the period from July 1, 2020 to December 31, 2022 was as follows:

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

	Number of Stock Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding on July 1, 2020	—	—	—	—
Granted	26,393,381	\$ 18.01	9.6 years	59,246
Exercised	—	—	—	—
Expired	—	—	—	—
Forfeited	411,952	\$ 18.00	—	1,661
Outstanding as of December 31, 2020	25,981,429	\$ 18.01	9.6 years	57,585
Granted	49,020	16.98	—	—
Exercised	10,466	18.00	—	9
Expired	144,257	18.00	—	—
Forfeited	1,375,310	\$ 18.00	—	2,942
Outstanding as of December 31, 2021	24,500,416	\$ 18.01	8.6 years	—
Granted	60,000	8.38	—	—
Exercised	—	—	—	—
Expired	1,652,408	18.01	—	—
Forfeited	1,253,258	17.99	—	—
Outstanding as of December 31, 2022	21,654,750	\$ 17.98	8.5 years	—

The Company had 16,919,368, 10,995,518 and zero stock options exercisable as of December 31, 2022, 2021 and 2020, respectively.

The Company estimates the fair value of the Stock Options at the date of grant using the Black-Scholes option pricing model. The inputs to the Black-Scholes option pricing model are as follows:

	Year Ended December 31, 2022	Year Ended December 31, 2021	July 1, 2020 to December 31, 2020
Expected volatility	34.0% - 36.4%	35.5 %	34.0% - 34.7%
Expected dividend yield	1.5 %	0.015	1.5 %
Risk-free interest rates	0.3% - 3.9%	1.3 %	0.3% - 0.5%
Expected term	5.85 years	5.85 years	5.85 years

The weighted average grant-date fair value of options granted during the years 2022, 2021 and 2020 was \$3.11, \$5.10 and \$4.87, respectively.

Expected volatility - This is a measure of the amount by which the price of the equity instrument has fluctuated or is expected to fluctuate. The expected volatility was based on the historical volatility of a group of guideline companies. An increase in expected volatility would increase compensation expense.

Expected dividend yield - An increase in the expected dividend yield would decrease compensation expense.

Risk-free interest rate - This is the U.S. Treasury rate as of the measurement date having a term approximating the expected life of the award. An increase in the risk-free interest rate would increase compensation expense.

Expected term - The period of time over which the awards are expected to remain outstanding. The Company estimates the expected term as the mid-point between actual or expected vesting date and the contractual term. An increase in the expected term would increase compensation expense.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Restricted Stock Units

In connection with the IPO and annually thereafter, the Company has granted RSUs to certain team members that generally vest on the two year anniversary of the grant date or over a three year period with 33% vesting on each of the first three anniversaries of the grant date, subject, in each case, to the grantee's employment or service with the Company through each applicable vesting date. Certain non-employee directors of the Company received RSUs that vest on the first anniversary of the grant date, subject to the grantee's continued service through the vesting date.

In connection with the acquisition of Rocket Money, the Company granted RSUs to certain team members that generally vest quarterly over an accelerated four-year period, subject to the grantee's employment service with the Company through each applicable vesting date.

The RSU activity for the period from July 1, 2020 to December 31, 2022 was as follows:

	Number of Units	Weighted Average Grant Date Fair Value	Weighted Average Remaining Service Period
Outstanding on July 1, 2020	—	—	—
Granted	16,828,361	\$ 18.03	2.2 years
Vested	76,007	18.00	—
Forfeited	429,974	\$ 18.00	—
Outstanding as of December 31, 2020	16,322,380	\$ 18.03	2.2 years
Granted	1,678,230	17.01	—
Vested	3,276,242	18.02	—
Forfeited	1,367,051	\$ 18.10	—
Outstanding as of December 31, 2021	13,357,317	\$ 17.90	1.2 years
Granted	24,382,033	13.22	—
Vested	15,199,692	15.54	—
Forfeited	1,743,308	16.37	—
Outstanding as of December 31, 2022	20,796,350	\$ 14.28	2.1 years

Team Member Stock Purchase Plan

The Team Member Stock Purchase Plan ("TMSPP") was initiated in December 2020, with the first offering period beginning in January 2021. Under the TMSPP, the Company is authorized to issue up to 15,526,316 shares of its common stock to qualifying team members. Eligible team members may direct the Company, during each three-month option period, to withhold up to 15% of their gross pay, the proceeds from which are used to purchase shares of common stock at a price equal to 85% of the closing market price on the exercise date. Under ASC 718, the TMSPP is a liability classified compensatory plan and the Company recognizes compensation expense over the offering period based on the fair value of the purchase discount. There were 4,609,697 and 2,778,209 shares purchased during the year ended December 31, 2022 and 2021, respectively, under the TMSPP.

Other Awards

We allocated costs associated with awards granted by Rock Holdings, Inc. ("RHI") in the years prior to the reorganization and IPO. During the year ended December 31, 2022, all remaining RHI restricted stock units and options were cancelled and replaced with cash or a modified award denominated in Rocket Companies, Inc. shares. The incremental compensation expense related to these modifications is not material.

Additionally, certain of our subsidiaries have individual compensation plans that include equity awards and stock appreciation rights.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

Share-based Compensation Expense

The components of share-based compensation expense included in Salaries, commissions and team member benefits on the Consolidated Statements of Income and Comprehensive Income is as follows:

	Year ended December 31,		
	2022	2021	2020
Rocket Companies, Inc. sponsored plans			
Restricted stock units (1)	\$ 170,768	\$ 107,867	\$ 49,203
Stock options (2)	36,583	40,100	17,207
Team Member Stock Purchase Plan	5,714	9,388	—
Subtotal Rocket Companies, Inc. sponsored plans	\$ 213,065	\$ 157,355	\$ 66,410
Rock Holdings, Inc sponsored plans			
Restricted stock units	14,451	5,413	69,548
Cash settled awards	—	—	26,421
Stock options	1,295	—	32
Subtotal Rock Holdings, Inc. sponsored plans	\$ 15,746	\$ 5,413	\$ 96,001
Subsidiary plans	123	970	197
Total share-based compensation expense	\$ 228,934	\$ 163,738	\$ 162,608

- (1) Unrecognized compensation expense as of December 31, 2022 related to these RSUs was \$232,067 and is expected to be recognized over a weighted average period of 2.2 years.
- (2) Unrecognized compensation expense as of December 31, 2022 related to these Stock Options was \$20,383 and is expected to be recognized over a weighted average period of 0.6 years.

19. Earnings Per Share

The Company applies the two-class method for calculating and presenting earnings per share by separately presenting earnings per share for Class A common stock and Class B common stock. In applying the two-class method, the Company allocates undistributed earnings equally on a per share basis between Class A and Class B common stock. According to the Company's certificate of incorporation, the holders of the Class A and Class B common stock are entitled to participate in earnings equally on a per-share basis, as if all shares of common stock were of a single class, and in dividends as may be declared by the board of directors. Holders of the Class A and Class B common stock also have equal priority in liquidation. Shares of Class C and Class D common stock do not participate in earnings of Rocket Companies, Inc. As a result, the shares of Class C and Class D common stock are not considered participating securities and are not included in the weighted-average shares outstanding for purposes of earnings per share. Restricted stock units awarded as part of the Company's compensation program are included in the weighted-average Class A shares outstanding in the calculation of basic earnings per share once the units are fully vested.

Basic earnings per share of Class A common stock is computed by dividing Net income attributable to Rocket Companies by the weighted-average number of shares of Class A common stock outstanding during the period. Diluted earnings per share of Class A common stock is computed by dividing Net income attributable to Rocket Companies by the weighted-average number of shares of Class A common stock outstanding adjusted to give effect to potentially dilutive securities. There was no Class B common stock outstanding as of December 31, 2022, 2021 and 2020.

The basic and diluted earnings per share period for the year ended December 31, 2020, represents only the period from August 6, 2020 to December 31, 2020, which represents the period wherein the Company had outstanding Class A common stock.

See *Note 17, Non-controlling Interests* for a description of Paired Interests and their potential impact on Class A and Class B share ownership.

Rocket Companies, Inc.
Notes to Consolidated Financial Statements (Continued)
(In Thousands, Except Shares and Per Share Amounts)

The following table sets forth the calculation of the basic and diluted earnings per share for the period:

	Years Ended December 31,		
	2022	2021	2020
Net income	\$ 699,933	\$ 6,072,163	\$ 9,399,276
Net income attributable to non-controlling interest	(653,512)	(5,763,953)	(9,201,325)
Net income attributable to Rocket Companies	46,421	308,210	197,951
Add: Reallocation of Net income attributable to vested, undelivered stock awards	22	150	—
Net income attributable to common shareholders	<u>\$ 46,443</u>	<u>\$ 308,360</u>	<u>\$ 197,951</u>
Numerator:			
Net income attributable to Class A common shareholders - basic	\$ 46,443	\$ 308,360	\$ 197,951
Add: Reallocation of net income attributable to dilutive impact of pro-forma conversion of Class D shares to Class A shares (1)	503,007	4,301,126	—
Add: Reallocation of net income attributable to dilutive impact of share-based compensation awards (2)	545	10,948	7,092
Net income attributable to Class A common shareholders - diluted	<u>\$ 549,995</u>	<u>\$ 4,620,434</u>	<u>\$ 205,043</u>
Denominator:			
Weighted average shares of Class A common stock outstanding - basic	120,577,548	130,578,206	111,926,619
Add: Dilutive impact of conversion of Class D shares to Class A shares	1,848,879,483	1,853,804,962	—
Add: Dilutive impact of share-based compensation awards (3)	<u>2,163,542</u>	<u>5,050,399</u>	<u>4,311,874</u>
Weighted average shares of Class A common stock outstanding - diluted	1,971,620,573	1,989,433,567	116,238,493
Earnings per share of Class A common stock outstanding - basic	\$ 0.39	\$ 2.36	\$ 1.77
Earnings per share of Class A common stock outstanding - diluted	\$ 0.28	\$ 2.32	\$ 1.76

- (1) Net income calculated using the estimated annual effective tax rate of Rocket Companies, Inc.
- (2) Reallocation of net income attributable to dilutive impact of share-based compensation awards for the years ended December 31, 2022, 2021 and 2020 comprised of \$491, \$10,660 and \$6,683 related to restricted stock units, zero, zero and \$409 related to stock options and \$54, \$288 and zero related to TMSPP.
- (3) Dilutive impact of share-based compensation awards for the years ended December 31, 2022, 2021 and 2020 comprised of 1,948,608, 4,917,705 and 4,063,444 related to restricted stock units, zero, zero and 248,430 related to stock options and 214,934, 132,694 and zero related to TMSPP.

For the years ended December 31, 2022 and 2021, 21,654,750 and 24,500,416 stock options, each weighted for the portion of the period for which they were outstanding, were excluded from the computation of diluted earnings per share as the effect was determined to be anti-dilutive.

For the period from August 6, 2020 to December 31, 2020, 1,872,476,780 Holdings Units, each weighted for the portion of the period for which they were outstanding, together with a corresponding number of shares of our Class D common stock, were exchangeable, at our option, for shares of our Class A common stock. After evaluating the potential dilutive effect under the if-converted method, the outstanding Holdings Units for the assumed exchange of non-controlling interests were determined to be anti-dilutive and thus were excluded from the computation of diluted earnings per share.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our CEO and CFO, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as of the end of the period covered by this Annual Report. This system is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with GAAP. Based on such evaluation, our CEO and CFO have concluded that as of December 31, 2022, our disclosure controls and procedures are designed and effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the SEC, and that such information is accumulated and communicated to our management, including our CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Management’s Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining an adequate system of internal control over financial reporting, as defined in Exchange Act Rules 13a-15(f). Our management performed an assessment of the effectiveness of our internal control over financial reporting at December 31, 2022, based on the criteria of the “*Internal Control - Integrated Framework (2013)*” issued by the Committee of Sponsoring Organizations of the Treadway Commission. The objective of this assessment was to determine whether our internal control over financial reporting was effective at December 31, 2022. Based on management’s assessment, we have concluded that our internal control over financial reporting was effective at December 31, 2022.

The effectiveness of our internal control over financial reporting has been audited by Ernst & Young LLP, Independent Registered Public Accounting Firm, as stated in its report which is included herein.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in our management’s evaluation pursuant to Rules 13a-15(d) and 15d-15(d) of the Exchange Act during the year ended December 31, 2022 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Effectiveness of Controls and Procedures

In designing and evaluating the disclosure controls and procedures and internal control over financial reporting, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Rocket Companies, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Rocket Companies, Inc.'s internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Rocket Companies, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the accompanying consolidated balance sheets of the Company as of December 31, 2022 and 2021, the related consolidated statements of income and comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2022, and the related notes and our report dated March 1, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Detroit, Michigan
March 1, 2023

Item 9B. Other Information

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

Part III

Item 10. Directors, Executive Officers and Corporate Governance

The required information is incorporated by reference from the Proxy Statement pertaining to our 2023 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the Company's fiscal year end covered by this Annual Report on Form 10-K.

Item 11. Executive Compensation

The required information is incorporated by reference from the Proxy Statement pertaining to our 2023 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the Company's fiscal year end covered by this Annual Report on Form 10-K.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The required information is incorporated by reference from the Proxy Statement pertaining to our 2023 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the Company's fiscal year end covered by this Annual Report on Form 10-K.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The required information is incorporated by reference from the Proxy Statement pertaining to our 2023 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the Company's fiscal year end covered by this Annual Report on Form 10-K.

Item 14. Principal Accountant Fees and Services

The required information is incorporated by reference from the Proxy Statement pertaining to our 2023 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the Company's fiscal year end covered by this Annual Report on Form 10-K.

Part IV

Item 15. Exhibit and Financial Statement Schedules

Exhibit Number	Description
2.1	Reorganization Agreement, dated as of July 21, 2020, by and among Rocket Companies, Inc., RKT Holdings, LLC, Rock Holdings, Inc. and Daniel Gilbert (incorporated herein by reference to exhibit 2.1 to the Company's Quarterly Report on Form 10-Q, filed on September 2, 2020)
2.2	Amendment to the Reorganization Agreement, dated as of August 5, 2020, by and among Rocket Companies, Inc., RKT Holdings, LLC, Rock Holdings Inc. and Daniel Gilbert (incorporated herein by reference to exhibit 2.2 to the Company's Quarterly Report on Form 10-Q, filed on September 2, 2020)
3.1	Amended and Restated Certificate of Incorporation of Rocket Companies, Inc. (incorporated herein by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q, filed on September 2, 2020)
3.2	Amended and Restated Bylaws of Rocket Companies, Inc. (incorporated herein by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q, filed on September 2, 2020)
4.1	Certain instruments defining the rights of holders of long-term debt securities of the registrant and its subsidiaries are omitted pursuant to Item 601(b)(4)(iii) of Regulation S-K. The registrant hereby undertakes to furnish to the SEC, upon request, copies of any such instruments.
4.2	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 (incorporated herein by reference to Exhibit 4.2 to the Company's Annual Report on Form 10-K, filed on March 24, 2021)
10.1	Registration Rights Agreement between Rock Holdings, Inc., Daniel Gilbert, the other parties thereto and Rocket Companies, Inc. (incorporated herein by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, filed on November 12, 2020)
10.2	Tax Receivable Agreement (incorporated herein by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q, filed on November 12, 2020)
10.03	Exchange Agreement, by and among RKT Holdings, LLC, Rocket Companies, Inc., Rock Holdings Inc., Daniel Gilbert and the holders of Holdings Units and shares of Class C Common Stock or Class D Common Stock from time to time party thereto (incorporated herein by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q, filed on November 12, 2020)
10.04	Second Amended and Restated Operating Agreement of RKT Holdings, LLC (incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q, filed on November 12, 2020)
10.05+	Rocket Companies, Inc. 2020 Omnibus Incentive Plan (incorporated herein by reference to Exhibit 10.6 to the Company's Amendment No. 2 to Form S-1 (Registration No. 333-239726) filed on July 28, 2020)
10.06+	Form of Restricted Stock Unit Agreement for use with the Rocket Companies, Inc. 2020 Omnibus Incentive Plan (incorporated herein by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K, filed on March 24, 2021)
10.07+	Form of Stock Option Agreement for use with the Rocket Companies, Inc., 2020 Omnibus Incentive Plan (incorporated herein by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K, filed on March 24, 2021)
10.08+	Form of Director Restricted Stock Unit Agreement for use with the Rocket Companies, Inc. 2020 Omnibus Incentive Plan (incorporated herein by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K, filed on March 24, 2021)
10.09+	Form of Consultant Restricted Stock Unit Agreement for use with the Rocket Companies, Inc. 2020 Omnibus Incentive Plan (incorporated herein by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K, filed on March 24, 2021)
10.10+	Form of Consultant Stock Option Agreement for use with the Rocket Companies Inc. 2020 Omnibus Incentive Plan (incorporated herein by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K, filed on March 24, 2021)
10.11+	Rock Holdings Inc. 2015 Equity Compensation Plan (incorporated herein by reference to Exhibit 10.10 to the Company's Amendment No. 2 to Form S-1 (Registration No. 333-239726) filed on July 28, 2020)

10.12+	Form of Restricted Stock Unit Award Agreement for use with the Rock Holdings Inc. 2015 Equity Compensation Plan (incorporated herein by reference to Exhibit 10.11 to the Company's Amendment No. 2 to Form S-1 (Registration No. 333-239726) filed on July 28, 2020)
10.13	Form of Indemnification Agreement (incorporated herein by reference to Exhibit 10.3 to the Company's Amendment No. 2 to Form S-1 (Registration No. 333-239726) filed on July 28, 2020)
10.14+	Form of Executive Employment Agreement (incorporated herein by reference to Exhibit 10.4 to the Company's Amendment No. 2 to Form S-1 (Registration No. 333-239726) filed on July 28, 2020)
10.15+	Form of Consulting Agreement (incorporated herein by reference to Exhibit 10.34 to the Company's Amendment No. 2 to Form S-1 (Registration No. 333-239726) filed on July 28, 2020)
10.16+	Rocket Companies, Inc. 2020 Employee Stock Purchase Plan (incorporated herein by reference to Exhibit 10.33 to the Company's Amendment No. 2 to Form S-1 (Registration No. 333-239726) filed on July 28, 2020)
10.17+*	Amendment to Employment Agreement dated as of October 2, 2022 by and between RKT Holdings, LLC and Angelo Vitale
10.18+*	Amendment to Employment Agreement dated as of October 21, 2022 by and between RKT Holdings, LLC and Julie Booth
10.19#	Loan and Security Agreement, dated April 30, 2018, by and between Quicken Loans Inc., as borrower, and Federal Home Loan Mortgage Corporation, solely in its capacity as lender (incorporated herein by reference to Exhibit 10.24 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.20#	Amendment No. 1 to the Loan and Security Agreement, dated April 1, 2019, by and between Quicken Loans Inc., as borrower, and the Federal Home Loan Mortgage Corporation, solely in its capacity as lender (incorporated herein by reference to Exhibit 10.24.1 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.21	Amendment No. 2 to the Loan and Security Agreement, dated June 20, 2019, by and between Quicken Loans Inc., as borrower, and the Federal Home Loan Mortgage Corporation, solely in its capacity as lender (incorporated herein by reference to Exhibit 10.24.2 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.22#	Loan and Security Agreement (MSR Facility), dated as of July 27, 2022, by and between Citibank, N.A., as lender, and Rocket Mortgage, LLC, as borrower (incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on August 9, 2022)
10.23	Amendment Number One to Loan and Security Agreement (MSR Facility) dated September 9, 2022 by and between Rocket Mortgage, LLC, as borrower, and Citibank, N.A., as lender (incorporated herein by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed on November 9, 2022)
10.24#	Revolving Credit Agreement, dated as of August 10, 2022, by and among Rocket Mortgage, LLC, as Borrower, the Lenders Party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated herein by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q, filed on November 9, 2022)
10.25#	Second Amended and Restated Master Repurchase Agreement dated as of November 4, 2022 among UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York, as buyer, Rocket Mortgage, LLC as a seller and One Reverse Mortgage, LLC, as a seller (incorporated herein by reference to Exhibit 10.11 to the Company's Quarterly Report on Form 10-Q, filed on November 9, 2022)
10.26*	Amendment No. 1 to Second Amended and Restated Master Repurchase Agreement dated as of December 1, 2022 among UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York, as buyer, Rocket Mortgage, LLC as a seller and One Reverse Mortgage, LLC, as a seller
10.27#	First Amended and Restated Master Repurchase Agreement, dated August 11, 2022, by and among JPMorgan Chase Bank, N.A., as a buyer and as administrative agent for the buyers from time to time party hereto, and Rocket Mortgage, LLC, as seller (incorporated herein by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q filed on November 9, 2022)
10.28#	Amendment No. 5 to Master Repurchase Agreement, dated November 17, 2021, by and between Royal Bank of Canada, as buyer, and Rocket Mortgage, LLC., as seller (incorporated herein by reference to Exhibit 10.61 to the Company's Annual Report on Form 10-K filed on March 1, 2022)
10.29#	Amended and Restated Master Repurchase Agreement, dated June 29, 2021, among Bank of America, N.A., as buyer, RCKT Mortgage SPE-A, LLC, as seller, and Quicken Loans, LLC, as guarantor (incorporated herein by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q filed on August 13, 2021)

- 10.30# [Amendment No. 1 to Amended and Restated Master Repurchase Agreement, dated as of May 4, 2022, by and between Bank of America, N.A., as buyer, RCKT Mortgage SPE-A, LLC, as seller and Rocket Mortgage, LLC \(f/k/a Quicken Loans, LLC\) as guarantor \(incorporated herein by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2022\)](#)
- 10.31 [Amendment No. 2 to Amended and Restated Master Repurchase Agreement dated as of November 7, 2022 by and between Bank of America, N.A., as buyer, RCKT Mortgage SPE-A, LLC, as seller, and Rocket Mortgage, LLC, as guarantor \(incorporated herein by reference to Exhibit 10.11 to the Company's Quarterly Report on Form 10-Q filed on November 9, 2022\)](#)
- 10.32# [Master Repurchase Agreement, dated September 4, 2019, by and between Citibank, N.A., as buyer, and Quicken Loans Inc., as seller \(incorporated herein by reference to Exhibit 10.19 to the Company's Form S-1 \(Registration No. 333-239726\) filed on July 7, 2020\)](#)
- 10.33 [Amendment Number One to Master Repurchase Agreement, dated April 15, 2020, by and between Citibank, N.A., as buyer, and Quicken Loans, LLC, as seller \(incorporated herein by reference to Exhibit 10.19.1 to the Company's Form S-1 \(Registration No. 333-239726\) filed on July 7, 2020\)](#)
- 10.34# [Amendment Number Two to Master Repurchase Agreement, dated September 24, 2021, by and between Citibank, N.A., as buyer, and Rocket Mortgage, LLC \(f/k/a Quicken Loans, LLC\), as seller \(incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report filed on November 9, 2021\)](#)
- 10.35 [Amendment Number Three to Master Repurchase Agreement, dated September 27, 2021, by and between Citibank, N.A., as buyer, and Rocket Mortgage, LLC \(f/k/a Quicken Loans, LLC\), as seller \(incorporated herein by reference to Exhibit 10.5 to the Company's Quarterly Report filed on November 9, 2021\)](#)
- 10.36# [Amendment Number Four to Master Repurchase Agreement, dated June 24, 2022, by and between Citibank, N.A., as buyer, and Rocket Mortgage, LLC, as seller \(incorporated herein by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on August 9, 2022\)](#)
- 10.37 [Omnibus Amendment to Master Repurchase Agreement, Pricing Side Letter, Guaranty and Netting Agreement, dated as of April 20, 2020, by and among JPMorgan Chase Bank, National Association, as buyer, QL Ginnie EBO, LLC, as seller, QL Ginnie REO, LLC, as REO Subsidiary and Quicken Loans, LLC, as guarantor \(incorporated herein by reference to Exhibit 10.22.2 to the Company's Form S-1 \(Registration No. 333-239726\) filed on July 7, 2020\)](#)
- 10.38# [Amendment No. 3 to the Master Repurchase Agreement, dated as of March 25, 2022, is among JPMorgan Chase Bank, National Association, as buyer, QL Ginnie EBO, LLC, as seller, QL Ginnie REO, LLC, as REO Subsidiary, and Rocket Mortgage, LLC, as guarantor \(incorporated herein by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2022\)](#)
- 10.39 [Guaranty, dated December 14, 2017 \(as amended, restated, supplemented, or otherwise modified from time to time\), by Quicken Loans Inc., as guarantor, in favor of JPMorgan Chase Bank, National Association, as buyer \(incorporated herein by reference to Exhibit 10.23 to the Company's Form S-1 \(Registration No. 333-239726\) filed on July 7, 2020\)](#)
- 10.40# [Amendment No. 2 to Master Repurchase Agreement, dated as of March 31, 2022, between Barclays Bank PLC, as buyer and Rocket Mortgage, LLC \(formerly known as Quicken Loans, LLC\), as seller \(incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2022\)](#)
- 10.41# [Amendment Number 5 to Master Repurchase Agreement dated as of September 29, 2022 by and between Bank of Montreal, a Canadian Chartered bank acting through its Chicago Branch, as buyer, and Rocket Mortgage, LLC, as seller \(incorporated herein by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q filed on November 9, 2022\)](#)
- 10.42# [Lease, dated as of July 6, 2004, by and between PW/MS Op Sub I, LLC, as landlord, and Quicken Loans Inc., as tenant \(incorporated herein by reference to Exhibit 10.25 to the Company's Form S-1 \(Registration No. 333-239726\) filed on July 7, 2020\)](#)
- 10.43# [First Amendment to 800 Tower Drive Lease, dated as of July 13, 2005, by and between 800 Tower SPE LLC, as landlord, and Quicken Loans Inc., as tenant \(incorporated herein by reference to Exhibit 10.25.1 to the Company's Form S-1 \(Registration No. 333-239726\) filed on July 7, 2020\)](#)
- 10.44 [Second Amendment to 800 Tower Drive Lease, dated as of October 31, 2005, by and between 800 Tower SPE LLC, as landlord, and Quicken Loans Inc., as tenant \(incorporated herein by reference to Exhibit 10.25.2 to the Company's Form S-1 \(Registration No. 333-239726\) filed on July 7, 2020\)](#)

10.45#	<u>Third Lease Amendment, dated as of October 10, 2006, by and between 800 Tower SPE LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.25.3 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.46#	<u>Fourth Lease Amendment, dated as of March 21, 2007, by and between 800 Tower SPE LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.25.4 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.47#	<u>Fifth Amendment of Lease, dated as of May 4, 2009, by and between Gateway Lewis, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.25.5 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.48#	<u>Sixth Amendment to Lease, dated as of April 30, 2012, by and between LSREF 2 Clover REO 2, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.25.6 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.49#	<u>Seventh Amendment to Lease, dated as of May 25, 2012, by and between 800 NTCC, LLC, as landlord, and Quicken Loans Inc. as tenant (incorporated herein by reference to Exhibit 10.25.7 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.50#	<u>Eighth Amendment to Lease, dated as of November 27, 2012, by and between 800 NTCC, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.25.8 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.51#	<u>Ninth Amendment to Lease, dated as of April 29, 2013, by and between 800 NTCC, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.25.9 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.52#	<u>Tenth Amendment to Lease, dated as of May 18, 2015, by and between 800 NTCC, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.25.10 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.53#	<u>Eleventh Amendment to Lease, dated as of November 12, 2018, between 800 NTCC, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.25.11 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.54#	<u>Lease, dated January 19, 2015, by and between 1401 Rosa Parks Blvd, LLC., as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.26 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.55#	<u>Amended and Restated Lease, dated October 17, 2011, by and between 611 Webward Avenue, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.27 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.56#	<u>First Amendment to Amended and Restated Lease, dated June 16, 2014, by and between 611 Webward Avenue Master Tenant, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.91 to the Company's Annual Report on Form 10-K filed on March 1, 2022)</u>
10.57#	<u>Second Amendment to Amended and Restated Lease, dated July 19, 2016, by and between 611 Webward Avenue Master Tenant, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.92 to the Company's Annual Report on Form 10-K filed on March 1, 2022)</u>
10.58#	<u>Third Amendment to Amended and Restated Lease, dated July 2, 2021, by and between 611 Webward Avenue Master Tenant, LLC, as landlord, and Quicken Loans, LLC, as tenant (incorporated herein by reference to Exhibit 10.93 to the Company's Annual Report on Form 10-K filed on March 1, 2022)</u>
10.59#	<u>Fourth Amendment to Amended and Restated Lease dated August 10, 2022 by and between 611 Webward Avenue Master Tenant LLC and Rocket Mortgage, LLC (formerly known as Quicken Loans, LLC successor-by-conversion to Quicken Loans Inc.) (incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on November 9, 2022)</u>
10.60#	<u>Lease, dated September 4, 2015, by and between 615 West Lafayette LLC, as landlord, and Quicken Loans Inc, as tenant (incorporated herein by reference to Exhibit 10.28 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)</u>
10.61#	<u>First Amendment to Lease, dated September 4, 2015, by and between 615 West Lafayette LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.95 to the Company's Annual Report on Form 10-K filed on March 1, 2022)</u>

10.62#	Second Amendment to Lease, dated June 3, 2016, by and between 615 West Lafayette LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.96 to the Company's Annual Report on Form 10-K filed on March 1, 2022)
10.63#	Third Amendment to Lease, dated January 6, 2017, by and between 615 West Lafayette LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.95 to the Company's Annual Report on Form 10-K filed on March 1, 2022)
10.64#	Fourth Amendment to Lease, dated April 18, 2019, by and between 615 West Lafayette LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.95 to the Company's Annual Report on Form 10-K filed on March 1, 2022)
10.65#*	Fifth Amendment to Lease, dated January 1, 2023, by and between 615 W Lafayette Master Tenant LLC, successor landlord to 615 West Lafayette LLC, and Rocket Mortgage, LLC (formerly known as Quicken Loans, LLC, successor-by-conversion to Quicken Loans Inc.), as tenant
10.66#	Amended and Restated Lease, dated as of December 31, 2014, by and between 1000 Webward LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.29 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.67#	First Amendment to Amended and Restated Lease, dated as of May 1, 2017, by and between 1000 Webward LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.29.1 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.68#	Second Amendment to Amended and Restated Lease, dated as of December 17, 2018, by and between 1000 Webward LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.29.2 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.69#	Third Amendment to Amended and Restated Lease, dated as of July 16, 2021, by and between 1000 Webward LLC, as landlord, and Quicken Loans, LLC, as tenant (incorporated herein by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q filed on November 9, 2021)
10.70#*	Fifth Amendment to Amended and Restated Lease dated December 12, 2022 by and between 1000 Webward LLC and Rocket Mortgage, LLC (formerly known as Quicken Loans, LLC)
10.71#	Lease, dated May 20, 2016, by and between Higbee Mothership LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.30 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.72	First Amendment to Lease, dated June 20, 2016, by and between Higbee Mothership LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.30.1 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.73#	One North Central Office Lease, dated as of June 5, 2017, by and between AGP One North Central Owner LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.31 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.74#	Amendment to Lease, dated as of March 14, 2018, by and between AGP One North Central Owner LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.31.1 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.75#	Second Amendment to Lease, dated as of August 12, 2019, by and between AGP One North Central Owners LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.31.2 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.76#	Third Amendment to Lease, dated as of October 14, 2019, by and between AGP One North Central Owner LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.31.3 to the Company's Form S-1 (Registration No. 333-239726) filed on July 7, 2020)
10.77#	Fourth Amendment to Lease, dated as of December 30, 2020, by and between AGP One North Central Owner LLC, as landlord, and Quicken Loans, LLC, as tenant (incorporated herein by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed on November 9, 2021)
10.78#	Lease Agreement, dated as of April 2, 2012, by and between TC Park South, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.78 to the Company's Annual Report on Form 10-K filed on March 1, 2022)
10.79#	First Amendment to Lease Agreement, dated as of March 15, 2013, by and between TC Park South, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.111 to the Company's Annual Report on Form 10-K filed on March 1, 2022)

10.80#	<u>Second Amendment to Lease Agreement, dated as of April 29, 2015, by and between TDC Green Southpark, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.112 to the Company's Annual Report on Form 10-K filed on March 1, 2022)</u>
10.81#	<u>Third Amendment to Lease Agreement, dated as of July 19, 2016, by and between CCP Property Owner Southpark LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.113 to the Company's Annual Report on Form 10-K filed on March 1, 2022)</u>
10.82#	<u>Fourth Amendment to Lease Agreement, dated as of December 21, 2017, by and between CCP Property Owner Southpark LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.114 to the Company's Annual Report on Form 10-K filed on March 1, 2022)</u>
10.83#	<u>Fifth Amendment to Lease Agreement, dated as of January 17, 2020, by and between Two Southpark, LLC, as landlord, and Quicken Loans Inc., as tenant (incorporated herein by reference to Exhibit 10.115 to the Company's Annual Report on Form 10-K filed on March 1, 2022)</u>
21.1*	<u>Significant Subsidiaries of Rocket Companies, Inc.</u>
23.1*	<u>Consent of Ernst & Young LLP, independent registered public accounting firm</u>
31.1*	<u>Certification of CEO, pursuant to SEC Rule 13a-14(a) and 15d-14(a)</u>
31.2*	<u>Certification of CFO, pursuant to SEC Rule 13a-14(a) and 15d-14(a)</u>
32.1*	<u>Certification by the CEO, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
32.2*	<u>Certification by the CFO, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)
+	Management contract or compensatory plan or arrangement.
*	Filed herewith.
#	Certain portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

Item 16. Form 10-K Summary

None.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized, on March 1, 2023.

Rocket Companies, Inc.

By: /s/ Jay Farner

Name: Jay Farner

Title: Chief Executive Officer

(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on March 1, 2023.

<u>Signature</u>	<u>Title</u>
<u>/s/ Jay Farner</u> Jay Farner	Chief Executive Officer (Principal Executive Officer)
<u>/s/ Brian Brown</u> Brian Brown	Chief Financial Officer and Treasurer (Principal Financial Officer, Principal Accounting Officer)
<u>/s/ Daniel Gilbert</u> Daniel Gilbert	Chairman of the Board of Directors
<u>/s/ William Emerson</u> William Emerson	Director
<u>/s/ Jennifer Gilbert</u> Jennifer Gilbert	Director
<u>/s/ Jonathan Mariner</u> Jonathan Mariner	Director
<u>/s/ Matthew Rizik</u> Matthew Rizik	Director
<u>/s/ Suzanne Shank</u> Suzanne Shank	Director
<u>/s/ Nancy Tellem</u> Nancy Tellem	Director

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment (this "Amendment") to the Employment Agreement dated July 29, 2020 (the "Original Agreement" and, as amended by this Amendment, the "Agreement") is made and entered into as of October 2, 2022, by and between RKT Holdings, LLC (the "Company") and Angelo Vitale ("Executive" and, together with the Company, the "Parties").

RECITALS

WHEREAS, the Parties previously entered into the Original Agreement to reflect the terms upon which Executive would provide services to the Company and/or its direct and indirect subsidiaries from time to time (each, a "Rocket Company," and with Rocket Companies, Inc. ("Rocket"), collectively, the "Rocket Companies");

WHEREAS, terms used but not defined in this Amendment shall have the meaning given in the Original Agreement; and

WHEREAS, the Parties wish to amend the Original Agreement to reflect a new role for Executive effective October 3, 2022 (the "Transition Date").

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth in this Amendment, and the performance by the Parties of their respective obligations hereunder, the Parties, intending to be legally bound, agree as follows:

1. As of the Transition Date, Executive will no longer serve as General Counsel and Secretary, and as a result certain matters related to Executive's position, compensation and place of performance shall be modified as set forth on Exhibit A hereto.

2. Notwithstanding the foregoing, subject to Executive signing and letting become effective the Company's standard severance agreement, which includes non-competition, non-solicitation, non-disparagement, confidentiality and full release provisions, among other provisions, Executive shall remain eligible to receive a pro-rated Annual Bonus for 2022 reflecting the portion of the year through the Transition Date, with the target level as in effect immediately prior to the Transition Date, with actual payment, if any, based on the satisfaction of such business objectives and/or other criteria as determined in the sole discretion of the Committee.

3. If Executive remains employed with the Rocket Companies until at least January 1, 2023, then upon termination of employment (the "Separation Date"), Executive will receive a separation payment equal to \$17,500 for each completed calendar month of services (but not more than 12 months) that Executive provides from the Transition Date through September 30, 2023 (that is, in an amount not to exceed \$210,000 total before taxes) (the "Separation Payment"), as full and complete severance, subject to signing no earlier than the Separation Date and no later than 30 days after the Separation Date (and not revoking) the Company's standard severance agreement, which includes non-competition, non-solicitation, non-disparagement, confidentiality and full release provisions, among other provisions. The Separation Payment will be paid in a lump sum within 60 days following the Separation Date; *provided* that, if Executive is deemed to be a "specified employee" within the meaning of such term under Section 409A on the Separation Date, then to the extent required to comply with Section 409A, the Separation Payment shall be made on the first business day following the earlier of (A) the expiration of the six (6)-month period measured from the date of Executive's

“separation from service” within the meaning of each such term under Section 409A and (B) the date of Executive’s death.

4. To the extent requested by the Company, Executive will resign from any other position (except as set forth on Exhibit A), whether as officer, director, employee, trustee, consultant or otherwise, that Executive holds with the Rocket Companies, except as otherwise agreed to by the Parties.

5. The obligation of the Company, pursuant to Section 19 of the Original Agreement, to cause Executive to be covered by and named as an insured under any policy or contract of insurance obtained by it to insure its directors and officers shall last for at least six (6) years following the Transition Date.

6. Nothing herein changes the at-will nature of Executive’s employment as set forth in the Original Agreement.

7. This Amendment shall in all respects be governed by and construed in accordance with the laws of the State of Michigan, not including the choice-of-law rules thereof.

[remainder of page intentionally left blank]

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

RKT HOLDINGS, LLC

/s/ Jay Farner

By: Jay Farner
Title: Chief Executive Officer

/s/ Angelo V. Vitale
EXECUTIVE

EXHIBIT A
Change in Employment Position as of the Transition Date

New role:	Employed in Of Counsel role, until no later than September 30, 2023
New base salary:	\$100,000 on an annualized basis
Future bonus eligibility:	Starting with 2023 performance year, as a salaried employee, eligible for the company's discretionary Drive bonus subject to approval of Executive's supervisor and to the extent eligible at the time of annual bonus payment
Treatment of equity awards:	No changes to outstanding equity awards
Other compensation and benefits for new role:	Generally same benefits as other similarly situated employees of applicable employing entity, depending on part-time or full-time requirements for applicable plans (e.g., medical and retirement plans), particularly for qualified plans
Other policies:	Following the Transition Date, Executive may continue to be part of the "Window Group" under insider trading policy, depending on new role, as determined by Rocket

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment (this "Amendment") to the Employment Agreement dated July 23, 2020 (the "Original Agreement" and, as amended by this Amendment, the "Agreement") is made and entered into as of October 21, 2022, by and between RKT Holdings, LLC (the "Company") and Julie Booth ("Executive" and, together with the Company, the "Parties").

RECITALS

WHEREAS, the Parties previously entered into the Original Agreement to reflect the terms upon which Executive would provide services to the Company and/or its direct and indirect subsidiaries from time to time (each, a "Rocket Company," and with Rocket Companies, Inc. ("Rocket"), collectively, the "Rocket Companies");

WHEREAS, terms used but not defined in this Amendment shall have the meaning given in the Original Agreement; and

WHEREAS, the Parties wish to amend the Original Agreement to reflect a new role for Executive effective November 15, 2022 (the "Transition Date").

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth in this Amendment, and the performance by the Parties of their respective obligations hereunder, the Parties, intending to be legally bound, agree as follows:

1. As of the Transition Date, Executive will no longer serve as Chief Financial Officer and Treasurer, and as a result certain matters related to Executive's position, compensation and place of performance shall be modified as set forth on Exhibit A hereto.

2. Notwithstanding the foregoing, subject to Executive signing and letting become effective the Release of Claims set forth as Exhibit B hereto, Executive shall remain eligible to receive a pro-rated Annual Bonus for 2022 reflecting the portion of the year through the Transition Date, with the target level as in effect immediately prior to the Transition Date, with actual payment, if any, based on the satisfaction of such business objectives and/or other criteria as determined in the sole discretion of the Committee.

3. To the extent requested by the Company, Executive will resign from any other position (except as set forth on Exhibit A), whether as officer, director, employee, trustee, consultant or otherwise, that Executive holds with the Rocket Companies, except as otherwise agreed to by the Parties.

4. The obligation of the Company, pursuant to Section 19 of the Original Agreement, to cause Executive to be covered by and named as an insured under any policy or contract of insurance obtained by it to insure its directors and officers shall last for at least six (6) years following the Transition Date.

5. Nothing herein changes the at-will nature of Executive's employment as set forth in the Original Agreement.

6. This Amendment shall in all respects be governed by and construed in accordance with the laws of the State of Michigan, not including the choice-of-law rules thereof.

[remainder of page intentionally left blank]

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

RKT HOLDINGS, LLC

/s/ Jay Farner

By: Jay Farner
Title: Chief Executive Officer

/s/ Julie Booth
EXECUTIVE

[Signature Page to Amendment]

EXHIBIT A
Change in Employment Position as of the Transition Date

New role:	Employed in role of Strategic Advisor, reporting to Jay Farner, with expected responsibilities and required hours to be determined with Executive's supervisor
New base salary:	\$100,000 on an annualized basis
Future bonus eligibility:	Starting with 2023 performance year, as a salaried employee, eligible for the company's discretionary Drive bonus subject to approval of Executive's supervisor and to the extent eligible at the time of annual bonus payment
Treatment of equity awards:	No changes to outstanding equity awards
Other compensation and benefits for new role:	Generally same benefits as other similarly situated employees of applicable employing entity, depending on part-time or full-time requirements for applicable plans (e.g., medical and retirement plans), particularly for qualified plans
Other policies:	Following the Transition Date, Executive may continue to be part of the "Window Group" under insider trading policy, depending on new role, as determined by Rocket

EXHIBIT B
Release of Claims

Executive, for and on behalf of Executive and Executive's heirs, successors and assigns, hereby waives and releases any common law, statutory or other complaints, claims, charges or causes of action of any kind whatsoever, both known and unknown, in law or in equity, which Executive ever had, now has or may have against each of the Rocket Companies and their shareholders, parents, subsidiaries, affiliates, predecessors, successors, assigns, directors, officers, partners, members, managers, employees, trustees (in their official and individual capacities), employee benefit plans and their administrators and fiduciaries (in their official and individual capacities), representatives or agents, and each of their affiliates, successors and assigns, (collectively, the "Releasees") by reason of facts or omissions which have occurred on or prior to the date that Executive signs this Release of Claims (this "Release"), including, without limitation, any complaint, charge or cause of action arising out of Executive's employment, or any term or condition of that employment, or arising under federal, state, local or foreign laws pertaining to employment, including the Age Discrimination in Employment Act of 1967 ("ADEA", a law which prohibits discrimination on the basis of age), the Older Workers Benefit Protection Act, the National Labor Relations Act, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Sarbanes-Oxley Act of 2002, all as amended, and any other Federal, state and local laws relating to discrimination on the basis of age, sex or other protected class, all claims under Federal, state or local laws for express or implied breach of contract, wrongful discharge, defamation, intentional infliction of emotional distress, and any related claims for attorneys' fees and costs. Executive further agrees that this Agreement may be pleaded as a full defense to any action, suit, arbitration or other proceeding covered by the terms hereof which is or may be initiated, prosecuted or maintained by Executive, Executive's descendants, dependents, heirs, executors, administrators or permitted assigns. By signing this Release, Executive acknowledges that Executive intends to waive and release any rights known or unknown that Executive may have against the Releasees under these and any other laws; provided, that Executive does not waive or release claims with respect to rights to (i) any continuing benefits under the Rocket Companies' employee benefit plans, (ii) any rights to indemnification protection that is otherwise provided to Executive by the Rocket Companies or (iii) rights that cannot be released as a matter of law (collectively, the "Unreleased Claims").

Executive acknowledges that Executive has been advised that Executive has twenty-one (21) days from the date of receipt of this Release to consider all the provisions of this Release and Executive does hereby knowingly and voluntarily waive said given twenty-one (21) day period. EXECUTIVE FURTHER ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE CAREFULLY, HAS BEEN ADVISED BY THE COMPANY TO, AND HAS IN FACT, CONSULTED AN ATTORNEY, AND FULLY UNDERSTANDS THAT BY SIGNING BELOW EXECUTIVE IS GIVING UP CERTAIN RIGHTS WHICH EXECUTIVE MAY HAVE TO SUE OR ASSERT A CLAIM AGAINST ANY OF THE RELEASEES. EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS NOT BEEN FORCED OR PRESSURED IN ANY MANNER WHATSOEVER TO SIGN THIS RELEASE, AND EXECUTIVE AGREES TO ALL OF ITS TERMS VOLUNTARILY.

Executive hereby acknowledges and understands that Executive shall have seven (7) days from the date of execution of this Release to revoke this Release (including, without limitation, any and all claims arising under the ADEA). If Executive revokes this Release, Executive will be deemed not to have accepted the terms of this Release.

10/21/22
Date

/s/ Julie Booth
Executive's Signature

**AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED MASTER
REPURCHASE AGREEMENT**

Amendment No. 1 to Second Amended and Restated Master Repurchase Agreement (this “Amendment”), dated as of December 1, 2022, among UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York (the “Buyer”), ROCKET MORTGAGE, LLC (the “Rocket Seller”) and ONE REVERSE MORTGAGE, LLC (the “One Reverse Seller” and together with the Rocket Seller, each, a “Seller” and, collectively, the “Sellers”).

RECITALS

The Buyer and Sellers are parties to that certain (a) Second Amended and Restated Master Repurchase Agreement, dated as of November 4, 2022 (the “Existing Repurchase Agreement”; and as amended by this Amendment, the “Repurchase Agreement”) and (b) Pricing Letter, dated as of November 4, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Pricing Letter”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Existing Repurchase Agreement or Pricing Letter, as applicable.

The Buyer and Sellers have agreed, subject to the terms and conditions of this Amendment, that the Existing Repurchase Agreement be amended to reflect certain agreed upon revisions to the terms of the Existing Repurchase Agreement.

Accordingly, the Buyer and Sellers hereby agree, in consideration of the mutual promises and mutual obligations set forth herein, that the Existing Repurchase Agreement is hereby amended as follows:

SECTION 1. Definitions. Section 2 of the Existing Repurchase Agreement is hereby amended by:

1.1 deleting the definition of “Mortgage Loan” in its entirety and replacing it with the following:

“Mortgage Loan” shall mean any first lien, one-to-four-family residential mortgage loan (including Manufactured Home Loans) evidenced by a Mortgage Note and secured by a Mortgage, which Mortgage Loan is subject to a Transaction hereunder, which in no event shall include any mortgage loan which (a) is subject to Section 226.32 of Regulation Z or any similar state law (relating to high interest rate credit/lending transactions), (b) includes any single premium credit, life or accident and health insurance or disability insurance, or (c) is a High Cost Mortgage Loan.

1.2 adding the following definition of “Manufactured Home Loan” in its proper alphabetical order:

“Manufactured Home Loan” shall mean, any mortgage loan secured by a first lien, with respect to which the Mortgaged Property is a unit of new, pre-owned, or used housing consisting of a permanently affixed pre-manufactured home unit, which is treated as real estate under any Requirement of Law, including all accessions thereto and that includes the real property on which it is located, securing the indebtedness of the Mortgagor under the related mortgage loan and such mortgage loan conforms with the applicable Agency guidelines regarding mortgage loans related to manufactured dwellings.

SECTION 2. Representations and Warranties. Schedule 1 to the Existing Repurchase Agreement is hereby amended by deleting paragraph (k) in its entirety and replacing it with the following:

(k) Location and Type of Mortgaged Property. Other than with respect to a leasehold estate, the Mortgaged Property is a fee simple property located in the state identified in the Mortgage Loan Schedule. Mortgaged Property that is a leasehold estate meets the guidelines of the applicable Agency, FHA, VA or HUD, as applicable. The Mortgaged Property consists of a single parcel of real property with a detached single family residence erected thereon, a townhouse, a two- to four-family dwelling, an individual condominium or Co-op Unit in a low-rise or high-rise condominium or Co-op Project, an individual unit in a planned unit development, a de minimis planned unit development, or a Manufactured Home Loan affixed to real property, and that, except with respect to a Manufactured Home Loan, no residence or dwelling is (i) a mobile home or (ii) a manufactured home, provided, however, that any condominium or Co-op Unit or planned unit development shall not fall within any of the “Ineligible Projects” of part VIII, Section 102 of the Fannie Mae Selling Guide and shall conform with the Approved Underwriting Guidelines. The Mortgaged Property is not raw land. As of the date of origination, no portion of the Mortgaged Property was used for commercial purposes, and since the date of origination, no portion of the Mortgaged Property has been used for commercial purposes; provided, that Mortgaged Properties which contain a home office shall not be considered as being used for commercial purposes as long as the entire Mortgaged Property has not been altered for commercial purposes and no portion of the Mortgaged Property is storing any chemicals or raw materials other than those commonly used for homeowner repair, maintenance and/or household purposes.

SECTION 3. Conditions Precedent. This Amendment shall become effective as of the date hereof (the “Amendment Effective Date”), subject to the satisfaction of the following conditions precedent:

(i) Buyer shall have received this Amendment, executed and delivered by duly authorized officers of the Buyer and Sellers;

(ii) Buyer shall have received that certain Amendment No. 1 to the Pricing Letter, executed and delivered by duly authorized officers of Buyer and Sellers; and

(iii) such other documents as the Buyer or counsel to the Buyer may reasonably request.

Section 4. Ratification of Agreement. As amended by this Amendment, the Existing Repurchase Agreement is in all respects ratified and confirmed and the Existing Repurchase

Agreement as so modified by this Amendment shall be read, taken, and construed as one and the same instrument.

Section 5. Representations and Warranties. Each Seller hereby represents and warrants to the Buyer that, giving effect to this Amendment, such Seller is in compliance with all the terms and provisions set forth in the Repurchase Agreement on its part to be observed or performed, and that no Default or Event of Default has occurred or is continuing, and hereby confirms and reaffirms the representations and warranties contained in Section 11 of the Repurchase Agreement. Each Seller hereby represents and warrants that this Amendment has been duly and validly executed and delivered by it, and constitutes its legal, valid and binding obligation, enforceable against such Seller in accordance with its terms.

Section 6. Limited Effect. Except as expressly amended and modified by this Amendment, the Existing Repurchase Agreement shall continue to be, and shall remain, in full force and effect in accordance with its terms.

Section 7. Severability. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

Section 8. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart. The parties agree that this Amendment, any documents to be delivered pursuant to this Amendment and any notices hereunder may be transmitted between them by email and/or by facsimile. Delivery of an executed counterpart of a signature page of this Amendment in Portable Document Format (PDF) or by facsimile shall be effective as delivery of a manually executed original counterpart of this Amendment. The parties agree that this Amendment, any addendum or amendment hereto or any other document necessary for the consummation of the transaction contemplated by this Amendment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the E-Sign, the UETA and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any secure third party electronic signature capture service providers, as long as such service providers use system logs and audit trails that establish a temporal and process link between the presentation of identity documents and the electronic signing, together with identifying information that can be used to verify the electronic signature and its attribution to the signer's identity and evidence of the signer's agreement to conduct the transaction electronically and of the signer's execution of each electronic signature. The original documents shall be promptly delivered, if requested.

Section 9. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1. **GOVERNING LAW. THIS AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AMENDMENT, THE RELATIONSHIP OF THE PARTIES TO THIS AMENDMENT, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND**

DUTIES OF THE PARTIES TO THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CHOICE OF LAW RULES THEREOF. THE PARTIES HERETO INTEND THAT THE PROVISIONS OF SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY TO THIS AMENDMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE EFFECTIVENESS, VALIDITY AND ENFORCEABILITY OF ELECTRONIC CONTRACTS, OTHER RECORDS, ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES USED IN CONNECTION WITH ANY ELECTRONIC TRANSACTION BETWEEN BUYER AND SELLERS SHALL BE GOVERNED BY E-SIGN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

**UBS AG, BY AND THROUGH ITS
BRANCH OFFICE AT 1285 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK,**
as Buyer

Director

By: /s/ Kathleen Donovan
Name: Kathleen Donovan Title: Managing

By: /s/ Chi Ma
Name: Chi Ma
Title: Executive Director

ROCKET MORTGAGE, LLC, as a Seller

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

**ONE REVERSE MORTGAGE, LLC,
as a Seller**

By: /s/ Michael Stidham
Name: Michael Stidham Title: President

FIFTH AMENDMENT TO LEASE

615 W LAFAYETTE MASTER TENANT LLC, a Michigan limited liability company (“**Landlord**”), and **ROCKET MORTGAGE, LLC**, a Michigan limited liability company (formerly known as Quicken Loans, LLC, successor-by-conversion to Quicken Loans Inc.) (“**Tenant**”), enter into this Fifth Amendment to Lease (this “**Amendment**”) dated January 1, 2023.

RECITALS

A. 615 West Lafayette LLC, a Michigan limited liability company (“**Original Landlord**”), and Tenant entered into that certain Lease dated September 4, 2015 (the “**Original Lease**”), as amended by that certain First Amendment to Lease Agreement dated September 4, 2015 (the “**First Amendment**”), that certain Second Amendment to Lease dated June 3, 2016 (the “**Second Amendment**”), that certain Third Amendment to Lease dated January 6, 2017 (the “**Third Amendment**”), and that certain Fourth Amendment to Lease dated April 18, 2019 (the “**Fourth Amendment**”), with respect to certain premises consisting of approximately 262,303 rentable square feet of space (the “**Existing Premises**”) in the building located at 615 W. Lafayette Boulevard, Detroit, Michigan 48226. The Original Lease as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment is the “**Lease**.” The Lease as amended by this Amendment is the “**Amended Lease**.”

B. Landlord has succeeded to the interest of Original Landlord as “Landlord” under the Lease.

C. Landlord and Tenant desire to further amend the Lease as more particularly set forth herein.

D. Capitalized terms used but not defined herein have the same meaning ascribed to such terms in the Lease.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in the Lease, the receipt and sufficiency of which are acknowledged, Landlord and Tenant do covenant, promise, and agree that the Lease is amended as follows:

1. **Recitals**. The recital clauses set forth above are incorporated by reference in this Amendment.

2. **Extension of Term**. The term of the Lease (the “**Term**”) is currently scheduled to expire on December 31, 2022 (the “**Current Expiration Date**”). The Term is hereby extended for a period of five (5) years from the Current Expiration Date, through December 31, 2027. Therefore, from and after the date of this Amendment, the “**Expiration Date**” will be December 31, 2027. The period commencing on January 1,

2023 (the “**Extended Term Commencement Date**”), and continuing through December 31, 2027, is hereinafter referred to as the “**Extended Term**”.

3. Fifth Amendment Expansion Space. Commencing on the Extended Term Commencement Date, the Existing Premises: (a) will be expanded to include that certain space consisting of approximately 1,544 rentable square feet of space on the first (1st) floor of the Building commonly known as Suite 150, as more particularly shown on Exhibit “A” attached hereto and by this reference made a part hereof (such space being sometimes referred to herein as the “**Fifth Amendment Expansion Space**”); and (b) will then consist of a total of approximately 263,847 rentable square feet. The Lease is hereby amended to add the Fifth Amendment Expansion Space to the Existing Premises as demised and defined in the Lease as of the Extended Term Commencement Date upon the same terms and provisions specified in the Lease, except as herein set forth. On and after the Extended Term Commencement Date, all references in the Lease to the “Premises” will mean the Existing Premises together with the Fifth Amendment Expansion Space (unless specifically set forth herein to the contrary).

4. Basic Rental.

(a) Tenant will continue to pay Basic Rental for the Existing Premises through the Current Expiration Date in the same manner and amounts as set forth in the Lease.

(b) During the Extended Term, Tenant will pay Basic Rental for the entire Premises (including both the Existing Premises and the Fifth Amendment Expansion Space) as follows, which Basic Rental will be payable in the same manner as set forth in the Lease:

<u>Period</u>	<u>Annual Rental Per Square Foot</u>	<u>Annual Total</u>	<u>Monthly Total</u>
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

5. Additional Rent.

(a) Tenant will continue to pay all additional rent and other charges due under the Lease (including, without limitation, Tenant's Share of Excess Expenses and Tenant's Share of Excess Taxes and the fee for security services under Section 5(a)(i) of the Original Lease) for the Existing Premises through the Current Expiration Date in the same manner as set forth in the Lease.

(b) During the Extended Term, Tenant will pay all additional rent and other charges due under the Lease (including, without limitation, Tenant's Share of Excess Expenses and Tenant's Share of Excess Taxes and the fee for security services under Section 5(a)(i) of the Original Lease) for the entire Premises (including both the Existing Premises and the Fifth Amendment Expansion Space) in the same manner as set forth in the Lease, except as modified by Paragraphs 5(c) and 5(d) below.

(c) Notwithstanding anything contained in the Lease to the contrary, for purposes of calculating Tenant's Share of Excess Expenses and Tenant's Share of Excess Taxes on and after the Extended Term Commencement Date with respect to the entire Premises (including both the Existing Premises and the Fifth Amendment Expansion Space): (i) Tenant's Share will be 95.45% (to take into account the expansion of the Premises to include the Fifth Amendment Expansion Space); (ii) the Base Year will be the 2023 calendar year; (iii) the Base Expenses will be the 2023 calendar year Expenses; and (iv) the Base Taxes will be the 2023 calendar year Taxes (*i.e.*, the 2023 Summer Taxes due July 1, 2023, and the 2023 Winter Taxes due December 1, 2023). Because the foregoing will be the same for the entire Premises, any language contained in the Fourth Amendment regarding separate determinations of amounts due as Tenant's Share of Excess Expenses and Tenant's Share of Excess Taxes with respect to various portions of the Premises will have no applicability after the Current Expiration Date.

(d) Section 5(a)(i)(D) of the Original Lease (but not Paragraph 7(d) of the Fourth Amendment) will continue to apply during the Extended Term, except that, with respect to the determination of Tenant's Share of Excess Expenses for the period on and after the Extended Term Commencement Date, all occurrences of the figure "103%" in such Section 5(a)(i)(D) of the Original Lease are hereby amended to be "102%."

6. Leasehold Improvements.

(a) Tenant will accept the entire Premises (including, without limitation, the Fifth Amendment Expansion Space) in its then-current, "as-is" condition as of the Extended Term Commencement Date (except for any Latent Defects (as hereinafter defined), and subject to Landlord's ongoing repair, maintenance, service, and legal compliance obligations under the Lease), and Landlord will have no obligation to make any improvements to the Fifth Amendment Expansion Space beyond the completion of Landlord's standard shell delivery, as more particularly described in Exhibit "C" of the Original Lease, which shall be in compliance with all applicable Laws. Except as expressly provided herein, there are no rental abatements, improvement allowances,

moving allowances or other payments, credits or allowances of any kind whatsoever being made or provided by Landlord with respect to the expansion of the Existing Premises to include the Fifth Amendment Expansion Space or the extension of the Term for the Extended Term. A “**Latent Defect**” is a defect in any Building system, base Building improvement or structural element of the Building, which defect would not ordinarily be observed during a careful walk-through inspection by a reasonable tenant.

(b) Landlord agrees to provide Tenant an allowance of up to [***] (the “**Fifth Amendment Improvement Allowance**”) for the cost of construction of certain improvements within the Premises subject to and in accordance with the terms of the “**Work Letter**” attached hereto as Exhibit “B” and by this reference made a part hereof (the “**Fifth Amendment Leasehold Improvements**”). The Fifth Amendment Leasehold Improvements will be constructed by Tenant in accordance with the Work Letter. In no event will Landlord be obligated to expend more than the Fifth Amendment Improvement Allowance for the design and construction of the Fifth Amendment Leasehold Improvements. Tenant will be responsible for all costs of designing and constructing the Fifth Amendment Leasehold Improvements in excess of the Fifth Amendment Improvement Allowance.

(c) Subject to the terms of this Paragraph 6(c), provided that there does not exist an Event of Default under the Amended Lease, after application of the Fifth Amendment Improvement Allowance to Tenant’s Construction Costs (as defined in the Work Letter) in accordance with the Work Letter, Tenant may, by written notice to Landlord (the “**Election Notice**”) on or before the Allowance Expiration Date (as defined in the Work Letter), elect to apply any then-remaining unused portion of the Fifth Amendment Improvement Allowance to the actual, out-of-pocket expenses incurred by Tenant for the cost of purchasing and installing furniture, trade fixtures, equipment, telephone and data cabling, and other similar non-construction items and signs in the Premises (collectively, “**FF&E Costs**”). If Tenant elects to apply any portion of the Fifth Amendment Improvement Allowance to FF&E Costs, Tenant must specify the portion of the Fifth Amendment Improvement Allowance to be so applied in the Election Notice, and the Election Notice must be accompanied by invoices from Tenant evidencing expenditure of such sums by Tenant. Landlord will reimburse Tenant for such actual, out-of-pocket expenses promptly upon receipt of the Election Notice and such invoices. However, Landlord will have no obligation to reimburse Tenant for any such FF&E Costs for which invoices are submitted after the Allowance Expiration Date.

7. Parking.

(a) Effective as of the Extended Term Commencement Date, Section 35 of the Original Lease, Paragraph 6 of the Third Amendment, and Paragraph 9 of the Fourth Amendment are deleted in their entireties and are of no further force or effect.

(b) Commencing on the Extended Term Commencement Date, the following will apply to parking:

(i) Commencing on the Extended Term Commencement Date and for the duration of the Extended Term, (A) Landlord will provide to Tenant for use by

Tenant and its employees and team members three hundred thirty-three (333) parking spaces (collectively, the **“Building Parking Spaces”**) in the parking facilities as allocated below; and (B) Landlord will provide or cause to be provided to Tenant for use by Tenant and its employees and team members four hundred fifty-nine (459) parking spaces located in parking facilities mutually acceptable to Landlord and Tenant that are located within a distance not to exceed four tenths (0.4) of a mile from the Building (each, a **“Parking Facility”** and collectively, the **“Parking Facilities”**). All of the parking spaces described in the immediately preceding sentence (totaling seven hundred ninety-two (792) parking spaces) are sometimes herein referred to collectively as the **“RM Parking Spaces”**, and each, individually, as an **“RM Parking Space”**. The Building Parking Spaces will be allocated as follows: (I) at least twenty-two (22) Building Parking Spaces will be located in the “Executive Garage”, as depicted on Schedule 35 of the Original Lease, (II) at least two hundred two (202) Building Parking Spaces will be located in the “Parking Structure”, as depicted on Schedule 35 of the Original Lease, and (III) the remainder of the Building Parking Spaces will be located in the “Surface Parking Lots”, as depicted on Schedule 35 of the Original Lease.

(ii) The rental (the **“Parking Rent”**) for each RM Parking Space located in the Surface Parking Lots is [***], which amount will increase on each annual anniversary date of the Extended Term Commencement Date by [***].

(iii) The Parking Rent for each RM Parking Space located in the Parking Structure is [***], which amount will increase on each annual anniversary date of the Extended Term Commencement Date by [***].

(iv) The Parking Rent for each RM Parking Space located in the Executive Garage is [***], which amount will increase on each annual anniversary date of the Extended Term Commencement Date by [***].

(v) The Parking Rent for the RM Parking Spaces that are not Building Parking Spaces will be at the then market rate charged for such parking spaces, which, at the request of Landlord, will be paid directly by Tenant to the owner/operator of the applicable Parking Facility.

(vi) The Parking Rent will be paid on the first day of each month following the Extended Term Commencement Date in advance without demand, deduction or setoff, and will otherwise be paid in the same manner and at the same time as Tenant pays Basic Rental.

(vii) On or before the 1st day of each month, upon notice to Landlord, Tenant may, at Tenant’s sole election, decrease or increase the number of RM Parking Spaces that Tenant will utilize for the next subsequent month and thereafter (subject to the availability of additional parking spaces at the time, but in no event will Tenant increase the RM Parking Spaces to an amount greater than (A) three hundred thirty-three (333) Building Parking Spaces; and (B) seven hundred ninety-two (792) total RM Parking Spaces) so as to provide Landlord with a minimum of one month’s notice. If Tenant reduces or increases the RM Parking Spaces as provided in the immediately preceding sentence, the number of RM Parking Permits (as hereinafter defined) that

Tenant will utilize for the next subsequent month will correspondingly decrease or increase to the extent that Tenant reduces or increases the number of RM Parking Spaces that Tenant will utilize for such next subsequent month, as applicable.

(viii) Subject to the below terms of this Paragraph 7(b)(viii), Landlord will not obligate itself to provide parking spaces to any of the remaining tenants in the Building or any other parking users who are not tenants of the Building which results in not providing Tenant with the number of RM Parking Spaces to which Tenant is then entitled. Tenant will not permit the RM Parking Spaces to be used for transient parking. Following any reduction by Tenant of the number of RM Parking Spaces, if, at any time thereafter, Landlord intends to lease to a third party, or grant a right to a third party to use, any parking spaces that would result in the inability of Landlord to provide Tenant with up to seven hundred ninety-two (792) RM Parking Spaces if Tenant were to subsequently increase the number of RM Parking Spaces, Landlord must first give Tenant notice of Landlord's intention to lease or grant a right to use such parking spaces to a third party including the specific number of parking spaces that Landlord intends to lease or grant a right to use to such third party (a "**Third Party Parking Notice**"). Tenant will have five (5) business days after Tenant receives a Third Party Parking Notice from Landlord to notify Landlord of Tenant's election to increase the number of RM Parking Spaces (up to the maximum amounts set forth above). If Tenant does not timely notify Landlord of its election to increase the number of RM Parking Spaces, then Landlord may lease or grant a right to use such specific number of parking spaces that are provided in such Third Party Parking Notice to any third party (collectively, the "**Released RM Parking Spaces**") notwithstanding the fact that such lease or agreement may result in the inability of Landlord to subsequently provide Tenant with up to seven hundred ninety-two (792) RM Parking Spaces. For avoidance of doubt, Landlord is obligated to provide a Third Party Parking Notice to Tenant each time that Landlord intends to lease to a third party, or grant a right to a third party to use, any Released RM Parking Spaces that would result in the inability of Landlord to provide Tenant with additional parking spaces up to seven hundred ninety-two (792) RM Parking Spaces if Tenant were to subsequently elect to increase the number of RM Parking Spaces. However, notwithstanding anything contained herein to the contrary, neither Landlord's failure to give any Third Party Parking Notice to Tenant nor Landlord's lease or granting of a right to use such parking spaces to a third party following the initial reduction by Tenant of the number of RM Parking Spaces below the maximum amounts described in Paragraph 7(b)(i) above will be considered a default under the Amended Lease.

(ix) Landlord must provide Tenant one (1) parking access device and/or permit for each of the Building Parking Spaces to which Tenant is then entitled to use and must provide or cause to be provided to Tenant one (1) parking access device and/or permit for each of the RM Parking Spaces to which Tenant is then entitled to use that are not Building Parking Spaces (individually, an "**RM Parking Permit**" and collectively, "**RM Parking Permits**"); provided, however, that Tenant will not utilize more than the then-current maximum number of each type of RM Parking Spaces to which Tenant is then entitled on a daily basis and Landlord will not be required to provide or cause to be provided more than one (1) RM Parking Permit per RM Parking Space. Initially, Landlord will provide or cause to be provided to Tenant RM Parking Permits for the maximum number of each type of RM Parking Spaces described in Paragraph

7(b)(i) above. If any of the RM Parking Permits are lost or damaged by Tenant or stolen, Tenant must reimburse Landlord, at Landlord's out-of-pocket cost, for the replacement of such RM Parking Permits that are lost or damaged by Tenant or stolen.

(x) Landlord is not an insurer, guarantor, or bailee of the safety or security of any employee, or of any vehicle, or of the contents of any vehicle, parked in any of the RM Parking Spaces. Tenant acknowledges (and will so advise all of its employees and affiliates that use the RM Parking Spaces) that all of its employees must self-park and un-park their vehicles, and abide by all provisions of the rules and regulations of the Parking Facilities that may be applicable to their use of the RM Parking Spaces. Landlord does not guard or assume care, custody, or control of the vehicle or its contents and is not responsible to Tenant or any employees or to any individuals or entities to whom RM Parking Permits are provided, for fire, theft, damage, or loss, including any damage caused by any other vehicle parked in the Parking Facilities of the Building, as applicable.

(xi) Tenant must not assign or sublet its rights to the use of the RM Parking Spaces and/or the RM Parking Permits, except (A) in connection with an assignment of the Amended Lease, or (B) in connection with a sublease of all or any portion of the Premises. Notwithstanding anything contained in this Paragraph 7 to the contrary, Tenant's rights to use the RM Parking Spaces that are not Building Parking Spaces are subject to Landlord's right to use the Parking Facilities pursuant to any agreements which may be in place between Landlord and the owners and/or operators of the Parking Facilities, if any. Without limiting the generality of the foregoing, if Landlord's right to use one or more of the Parking Facilities is terminated as a result of the sale of such Parking Facility(ies), then Tenant's right to use such Parking Facility(ies) will be similarly terminated; provided, however, nothing contained herein will limit Landlord's obligations to cause the RM Parking Spaces to be made available to Tenant and others permitted to use them pursuant to this Paragraph 7(b). If the RM Parking Spaces become unavailable for any reason (including, without limitation, the sale of the Parking Facility(ies) in which the RM Parking Spaces are located), other than due to the acts or omissions of Tenant, Landlord will use commercially reasonable efforts to secure suitable replacement parking for Tenant at a comparable cost.

8. Option to Renew.

(a) Tenant may further renew the Term for one (1) additional period of five (5) years ("**Option Period**"), by delivering written notice of the exercise thereof to Landlord not earlier than twelve (12) months nor later than nine (9) months before the expiration of the Extended Term. The Option Period will be on the same terms, covenants, and conditions of the Amended Lease, except that the Basic Rental payable for such Option Period will be equal to the Prevailing Rental Rate (as hereinafter defined) for such Option Period (as determined pursuant to the terms of this Paragraph 8), and except that Tenant will have no further right to renew or extend the Term.

(b) If Tenant fails to exercise its option to extend the Term within the period of time for exercise set forth in this Paragraph 8, Tenant's option to extend the Term will continue in full force and effect until Landlord gives Tenant notice of such

failure to exercise said option to extend the Term ("**Oops Notice**"). If Tenant fails to exercise its option to extend the Term within ten (10) business days after receipt of an Oops Notice from Landlord, then and only then will Tenant's option to extend the Term expire. Landlord will have no obligation to do any work or perform any special services with respect to the Premises for such Option Period (subject to Landlord's ongoing repair, maintenance, service, and legal compliance obligations set forth in the Amended Lease). However, the Basic Rental determined as set forth in this Paragraph 8 may include a market rate refurbishment allowance.

(c) The "**Prevailing Rental Rate**" for the Option Period will be the fair market Basic Rental which a tenant would pay upon leasing non-sublease, non-encumbered, non-equity space similar to the space in question in the Building or in buildings of comparable quality within the CBD (as hereinafter defined), taking into consideration that Tenant is exercising a right to extend the Term and all other relevant factors, including, without limitation, the length of the Option Period and the credit standing of Tenant. Within ten (10) days after the exercise by Tenant of its right to extend the Term for the Option Period, Landlord will submit to Tenant Landlord's determination of the Basic Rental for the Premises for the Option Period. If Tenant does not notify Landlord of its acceptance of Landlord's determination of the Basic Rental for the Premises for the Option Period within ten (10) days after receipt of Landlord's determination of the Basic Rental for the Premises for the Option Period (the "**First 10 Day Period**"), then the parties will proceed as provided in Paragraph 8(d) below.

(d) Within five (5) days after the First 10 Day Period (the "**Initial 5 Day Period**"), Landlord and Tenant will each simultaneously submit to the other in a sealed envelope its suggested Basic Rental for the Premises for the Option Period, which rental will be the Prevailing Rental Rate for the Premises for the Option Period (but Landlord's rent determination need not be the same rent as provided pursuant to Paragraph 8(c) above). If either party does not submit its suggested Basic Rental for the Premises for the Option Period during the Initial 5 Day Period, the other party's determination of Basic Rental for the Premises for the Option Period will be final and binding. If the higher of such suggested Basic Rental for the Premises for the Option Period is not more than one hundred five percent (105%) of the lower of such suggested rentals for each year of the Option Period, then the average of the two suggested Basic Rental figures for the Premises for the Option Period will be the Basic Rental for the Premises for such Option Period. Otherwise, Landlord and Tenant will negotiate in good faith to agree upon the Basic Rental for the Premises for the Option Period, and if Landlord and Tenant are unable to agree to the Basic Rental for the Premises for the Option Period within five days after the expiration of the Initial 5 Day Period (the "**Second 5 Day Period**"), the determination of the Basic Rental for the Premises for the Option Period will be made in accordance with Paragraph 8(e) below.

(e) Within five (5) days after the expiration of the Second 5 Day Period, Landlord and Tenant will mutually select an MAI appraiser with experience in real estate activities, including at least five (5) years' experience in appraising office space in the Central Business District of Detroit, Michigan ("**CBD**"), which appraiser will be hereinafter referred to as a "**Qualified Appraiser**." If the parties cannot agree on a Qualified Appraiser during such five day period, then within five days thereafter, each

party will select an independent MAI Qualified Appraiser and, within five days thereafter, the two appointed appraisers will select a third Qualified Appraiser and the third Qualified Appraiser will determine the Basic Rental for the Premises for the Option Period in accordance with Paragraph 8(f) below. If either Landlord or Tenant fails to make such appointment of a Qualified Appraiser within said five day period, the Qualified Appraiser who is timely selected will determine the Basic Rental for the Premises for the Option Period.

(f) Once the appraiser or third appraiser (the “**Deciding Appraiser**”) has been selected as provided in Paragraph 8(e) above, the Deciding Appraiser will, as soon as reasonably practicable thereafter and without reference to Landlord’s and Tenant’s Basic Rental determinations, make its own independent determination as to the Prevailing Rental Rate for the Premises for the Option Period (the “**Independent Determination**”). Once the Independent Determination is made, the Basic Rental for the Premises for the Option Period will be the figure submitted by Landlord and Tenant which is closer to the Independent Determination, which result will be binding on Landlord and Tenant. Landlord and Tenant will equally share the cost of such appraisal.

(g) Tenant’s rights under this Paragraph 8 will terminate, at Landlord’s option, if (i) an Event of Default exists as of the date of Tenant’s exercise of its rights under this Paragraph 8, (ii) the Amended Lease or Tenant’s right to possession of any of the Premises is terminated, or (iii) Tenant assigns its interest in the Amended Lease or sublets any portion of the Premises, other than pursuant to an assignment or sublease that does not require Landlord’s consent under the Amended Lease.

9. Public Announcements. Any public announcement, advertisement, press release, or similar action of Tenant relating to the Amended Lease is subject to Landlord’s prior written approval.

10. Emergency Protocols. Tenant will promptly comply with all health, safety, security, and emergency plans, protocols, and procedures reasonably implemented by Landlord or a governmental agency for the Building from time to time (e.g., evacuation procedures, contact tracing procedures, restrictions on occupancy levels, etc.) (collectively, “**Emergency Protocols**”). All Emergency Protocols, and any changes thereto, must be non-discriminatory in substance to the tenants of the Building, and all future Emergency Protocols, and all modifications and/or amendments to the Emergency Protocols, will not be binding upon Tenant until Tenant receives not less than thirty (30) days’ advance written notice thereof. For the avoidance of doubt, Tenant will direct its employees, agents, contractors, guests, invitees, and licensees to comply with any of the foregoing, it being agreed that a failure of Tenant’s guests, invitees, and licensees to so comply with the Emergency Protocols will not be a default by Tenant under the Amended Lease and Landlord’s sole remedy with respect to such non-compliance will be to remove such persons from the Building. If requested by Landlord, Tenant will designate an employee of Tenant as its representative for all matters involving Emergency Protocols, and will provide the name, telephone number, and email address of such representative to Landlord. Tenant will direct such representative to reasonably cooperate with Landlord on all matters relating to Emergency Protocols. Notwithstanding any other provision of the Amended Lease to the contrary, all

communication (written or verbal) regarding Emergency Protocols may be made directly with such representative (provided, however, any notice of a default must be given pursuant to Section 28 of the Original Lease).

11. Insurance, Indemnity, and Subrogation. Effective immediately, the below terms of this Paragraph 11 will completely supersede and replace Sections 20, 21, and 38 of the Original Lease.

(a) Landlord will provide and keep in force or cause to be provided or kept in force:

(i) Commercial general liability insurance with respect to Landlord's operation of the Building for bodily injury or death and damage to property of others; and

(ii) Property insurance (including special cause of loss form) in respect of the Building, except that Landlord will not be required to carry such insurance on Tenant's Property, or any other trade fixtures, equipment, personal property, or on any alterations or leasehold improvements in the Premises, or on any systems exclusively serving the Premises;

together with such other insurance as Landlord, in its sole discretion, elects to obtain. Insurance effected by Landlord (i) will be in amounts which Landlord from time to time determines to be reasonable and sufficient, (ii) will be subject to such deductibles and exclusions which Landlord may deem reasonable, and (iii) will otherwise be on such terms and conditions as Landlord from time to time determines to be reasonable and sufficient. Landlord's insurance may provide that no insurance proceeds will be payable thereunder in the case of destruction or damage caused by any occurrence other than risks included in the special cause of loss form.

(b) Subject to Paragraph 11(e) below, except to the extent caused by the negligence or willful misconduct of Landlord or any of its contractors, agents, representatives or employees, Tenant will indemnify, defend and hold harmless Landlord and its property manager (the "**Property Manager**"), and their respective direct and indirect affiliates, parents, and subsidiaries, and each of the foregoing's respective officers, shareholders, members, directors, managers, employees, and agents (individually and collectively, the "**Indemnitees**"), from any and all claims, liabilities, injuries, damages, losses, costs, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Indemnitees to the extent arising from, relating to, or in connection with any negligence or willful misconduct of Tenant or its contractors, agents, representatives, employees, customers, subtenants, licensees or invitees (collectively the "**Tenant Parties**"). The provisions of this Paragraph 11(b) will survive the expiration or termination of the Amended Lease with respect to any damage, injury or death occurring prior to such expiration or termination.

(c) Subject to Paragraph 11(e) below, except to the extent caused by the negligence or willful misconduct of Tenant or any of the Tenant Parties, Landlord will indemnify, defend, and hold harmless Tenant and its direct and indirect affiliates,

parents, and subsidiaries, and each of the foregoing's respective officers, shareholders, members, directors, managers, employees, and agents, from any and all claims, liabilities, injuries, damages, losses, costs, and expenses, including, without limitation, reasonable attorneys' fees, incurred by Tenant to the extent arising from, relating to, or in connection with any negligence or willful misconduct of Landlord, its agents, contractors and employees. The provisions of this Paragraph 11(c) will survive the expiration or termination of the Amended Lease with respect to any damage, injury or death occurring prior to such expiration or termination.

(d) (i) During the Term, Tenant must maintain, at its expense, the following minimum insurance coverages:

(A) Commercial general liability insurance on an occurrence (not claims made) basis for the Premises (the "**CGL Policy**"), which includes a "Per Location Aggregate," providing for coverage for liability arising from premises operations, bodily injury or death, damage to property of others and personal injury and advertising injury with minimum annual limits of liability of:

Each Occurrence Limit:	\$1,000,000.00
General Aggregate Limit:	\$2,000,000.00
Personal & Advertising Injury Limit:	\$1,000,000.00
Fire Damage Legal Liability Limit:	\$100,000.00
Medical Expenses Limit:	\$5,000.00

(B) Commercial umbrella insurance on an occurrence (not claims made) basis for the Premises (the "**Umbrella Policy**") with minimum limits of not less than Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence and in the annual aggregate.

(C) Property insurance (including special cause of loss form) for the full replacement cost of Tenant's Property, Tenant's trade fixtures, equipment and personal property, and of all alterations and leasehold improvements within or to the Premises. Such insurance must name Landlord and any other party specified by Landlord as loss-payee with respect to coverages for such alterations and leasehold improvements in or to the Premises.

(D) Workers compensation insurance with statutory limits as required by applicable law, and employer's liability insurance with minimum limits of \$1,000,000.00 for bodily injury by accident for each accident, \$1,000,000.00 for bodily injury by disease policy limit, and \$1,000,000.00 for bodily injury each employee.

(E) Commercial automobile liability insurance coverage (if applicable to Tenant's business) for owned, hired, and non-owned automobiles with a combined single limit of not less than \$1,000,000.00 for each accident.

(F) Business interruption insurance in an amount sufficient to cover the loss of twelve (12) months of gross profits and continuing expenses during the period of partial or total shutdown of Tenant's business and six (6) months of extended period of indemnity until Tenant's business is back to the level where it would have been had there been no shutdown. Notwithstanding the foregoing, Tenant may elect not to carry business interruption insurance, provided that, if Tenant elects not to carry such insurance, then, notwithstanding anything contained in the Amended Lease to the contrary, Tenant hereby waives and releases Landlord from any and all claims, actions, causes of action, liabilities, damages, rights of recovery, or judgments arising from any claim, injury, or damage suffered or incurred by Tenant which would have been covered by such insurance had Tenant elected to carry it regardless of the cause or origin, including the sole, contributory, partial, joint, comparative, or concurrent negligence of Landlord. This waiver also applies to Tenant's directors, officers, members, employees, shareholders, partners, representatives, and agents. The waiver set forth in this paragraph is in addition to, and not in substitution for, any other waivers, indemnities, or exclusions of liability set forth in the Amended Lease. The option not to carry business interruption insurance coverage is personal to Tenant, and any sublessee or assignee (other than a sublessee or assignee pursuant to a sublease or assignment that does not require Landlord's consent under the Amended Lease) will be required to carry business interruption insurance coverage as set forth above.

(ii) Tenant must also require any contractor of Tenant performing work or alterations in the Building, to procure and keep in effect: (A) the coverages set forth in subsections (d)(i)(A), (d)(i)(B), (d)(i)(D), and (d)(i)(E) above, (B) "all risk" builder's risk insurance upon all alterations and improvements to the full insurable value thereof to the extent that Tenant is not then maintaining the same, and (C) Professional Liability or Errors and Omissions insurance for all architects and engineers covering the liability for loss due to error, omission, or negligence of employees and machine malfunction. Tenant's contractor's CGL Policy must include a "Per Project Aggregate" endorsement. From time to time, Tenant must increase the limits of the CGL

Policy to, and any contractor of Tenant must be required to carry a CGL Policy, with such higher limits as Landlord reasonably requires.

(iii) The CGL Policy and Umbrella Policy must: (A) name Landlord, the Property Manager (currently Bedrock Management Services LLC) and its mortgagee(s) as additional insureds, and (B) specifically include the liability assumed under the Amended Lease by Tenant. Tenant must provide to Landlord at least ten (10) days' notice prior to any cancellation or material change of coverage.

(iv) Insurance required by Tenant hereunder must: (A) be in companies rated A-Class VII or better in "AM Best Insurance Guide," and provide that it is primary insurance as to all claims thereunder and not excess over or contributory with any other

valid, existing and applicable insurance in force for or on behalf of Landlord or the Property Manager.

(v) Tenant must deliver certificates evidencing the coverages required pursuant to this Paragraph 11(d) to Landlord within five (5) business days after the earlier of the renewal or the expiration date of the applicable expiring policy, or any time as reasonably requested by Landlord. Furthermore, the certificate evidencing the umbrella coverage must specify that the umbrella coverage is excess to the coverages set forth in subparagraphs (d)(i)(A), (d)(i)(D), and (d)(i)(E) above. In no event will any contractor of Tenant be permitted to enter the Premises for any purpose unless and until the certificates required under this Paragraph 11(d) have been delivered to Landlord.

(vi) If Tenant fails to procure and maintain the insurance required under this Paragraph 11(d), and if such failure continues for more than five (5) business days after notice from Landlord thereof, then Landlord may, but will not be required to, procure and maintain the same, and any amount so paid by Landlord for such insurance will be additional rent which, together with interest thereon at the Interest Rate from the date paid, will be due and payable by Tenant on demand. Carrying by Landlord of any such policy, will not be deemed to waive or release the event of default of Tenant with respect thereto.

(vii) Failure by Landlord to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure by Landlord to identify and/or notify Tenant of any deficiency hereunder will not be construed as a waiver of Tenant's obligations to maintain such insurance. Tenant's obligation to provide the insurance cannot be waived by any conduct, action, inaction, or omission by Landlord. Furthermore, the foregoing insurance coverage amounts are understood to be minimum requirements and are not intended to in any way limit any liability of Tenant under the Amended Lease. If Tenant or Tenant's contractor carries liability insurance coverage with limits higher than the limits required in the Amended Lease, the full amount of the insurance coverage actually carried by Tenant or Tenant's contractor will be available to respond to a covered loss or occurrence, and the coverage afforded to Landlord as additional insured under such policy or policies will not be limited by the minimum coverage limits specified in the Amended Lease but will be deemed increased to the amounts actually carried by Tenant or Tenant's contractor.

(e) Landlord and Tenant must each have included in all policies of property insurance, including property and business interruption insurance respectively obtained by them covering the Premises, the Building, and contents therein, a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. Any additional premium for such waiver will be paid by the primary insured. To the full extent permitted by law, and notwithstanding anything in the Amended Lease to the contrary, Landlord and Tenant each waives all right of recovery against the other (and any officers, directors, partners, employees, agents and representatives of the other), and agrees to release the other from liability, for loss or damage to the extent such loss or damage to real or personal property which is covered by valid insurance, in effect covering the party seeking recovery at the time of such loss or damage, or would be covered by the insurance required to be maintained under the

Amended Lease by the party seeking recovery. If the release of either party, as set forth above, should contravene any governmental law, rule, requirement, code, order, regulation or ordinance (collectively, “**Law**” or “**Laws**”) with respect to exculpatory agreements, the liability of the party in question will be deemed not released but will be secondary to the liability of the other’s insurer. The provisions of this Paragraph 11(e) survive the expiration or termination of the Amended Lease.

12. Notices.

(a) Tenant’s Address for notices, as set forth in Section 1(m) of the Lease, is hereby deleted in its entirety and amended to be:

(m) Tenant’s Address: Rocket Mortgage, LLC
1005 Woodward Avenue
Detroit, Michigan 48226
Attn: General Counsel
E-mail: rmlegalnotices@rocketmortgage.com

with a copy to:

Rock Central LLC d/b/a Rocket
Central 1005 Woodward Avenue
Detroit, Michigan 48226
Attn: Legal-Real Estate
E-mail: legalrealestate@rocketcentral.com

(b) Landlord’s Address for notices, as set forth in Section 1(n) of the Lease, is hereby deleted in its entirety and amended to be:

(n) Landlord’s Address: 615 W Lafayette Master Tenant LLC
c/o Bedrock Management Services LLC
630 Woodward Avenue
Detroit, Michigan 48226
Attn: Chief Executive Officer
E-mail: leasenotices@bedrockdetroit.com

with a copy to:

Bedrock Management Services LLC
630 Woodward Avenue
Detroit, Michigan 48226
Attn: General Counsel
E-mail: leasenotices@bedrockdetroit.com

13. Other Amendments. Except for any such right or options granted to Tenant under the express terms of this Amendment, all extension and renewal rights and options of any type or nature, all rights of first offer, rights of first refusal, and other expansion rights and options of any type or nature, and all contraction and early

termination rights and options of any type or nature, set forth in the Lease in favor of Tenant are hereby deleted in their entireties and are of no further force or effect.

14. Brokerage Commissions. Landlord and Tenant represent and warrant each to the other that they have not dealt with any real estate broker in connection with the negotiation or execution of this Amendment other than Bedrock Management Services LLC ("**Broker**"), whose commission, if any, will be paid by Landlord pursuant to a separate written agreement between Landlord and Broker. If either party breaches the foregoing representation and warranty it will indemnify the other party against all costs, expenses, reasonable attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the breaching party.

15. Ratification. Tenant and Landlord each hereby ratifies and confirms its respective obligations under the Amended Lease, and represents and warrants to each other that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, the Amended Lease is and remains in good standing and in full force and effect, and Tenant does not have any claims, counterclaims, set-offs or defenses against Landlord arising out of the Amended Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

16. Binding Effect; Conflicts; Governing Law; Venue; Captions; Covenants. Except as modified hereby, the Lease remains in full effect and this Amendment is binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment will prevail. The Amended Lease is governed by and construed in accordance with the laws of the State of Michigan. The parties consent to the exclusive jurisdiction of the courts (state and federal) located within Wayne County in the State of Michigan in connection with any dispute arising under the Amended Lease. The captions and headings used throughout this Amendment are for convenience of reference only and do not affect the interpretation of this Amendment. The parties intend that the obligations of Tenant under the Amended Lease will be separate and independent covenants and agreements from the covenants and agreements of Landlord, and will continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of the Amended Lease.

17. Counterparts and Amendment Execution.

(a) This Amendment may be executed in any number of counterparts and may be signed and/or transmitted by facsimile, electronic mail of a .pdf document, or electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. To the extent a party signs this Amendment using electronic signature technology, by clicking "SIGN" (or similar election), such party is signing this Amendment electronically, and the electronic signature(s) appearing on this Amendment will be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures. Each of Landlord and Tenant intends to be bound by electronically generated signatures and/or by

signature(s) on the facsimile or electronically imaged document, is aware that the other party will rely on such signature(s), and hereby waives any defenses to the enforcement of the terms of this Amendment based on the form of signature(s).

(b) The submission by Landlord to Tenant of this Amendment has no force or effect, nor confers any rights or imposes any obligation upon either party unless and until execution hereof by Landlord and Tenant and the unconditional delivery of a fully-executed Amendment to Landlord and Tenant or their representatives.

18. Due Authority. If Tenant signs this Amendment as a corporation, limited liability company or a partnership, any person(s) executing this Amendment on behalf of Tenant does hereby covenant and warrant that Tenant is a fully-authorized and existing legal entity, that Tenant is organized under the laws of the state of its formation and has and is qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to enter into this Amendment, and that any and all of the person(s) signing this Amendment on behalf of Tenant is and are authorized to do so.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]**

[SIGNATURE PAGE TO FIFTH AMENDMENT TO LEASE BETWEEN 615 W LAFAYETTE MASTER TENANT LLC AND ROCKET MORTGAGE, LLC]

The parties hereto have executed this Fifth Amendment to Lease as of the date first set forth above.

“LANDLORD”

615 W LAFAYETTE MASTER TENANT LLC,
a Michigan limited liability company

By: /s/ Kofi Bonner

Name: Kofi Bonner

Its: Authorized Representative

“TENANT”

ROCKET MORTGAGE, LLC,
a Michigan limited liability company

By: /s/ Amy Bishop

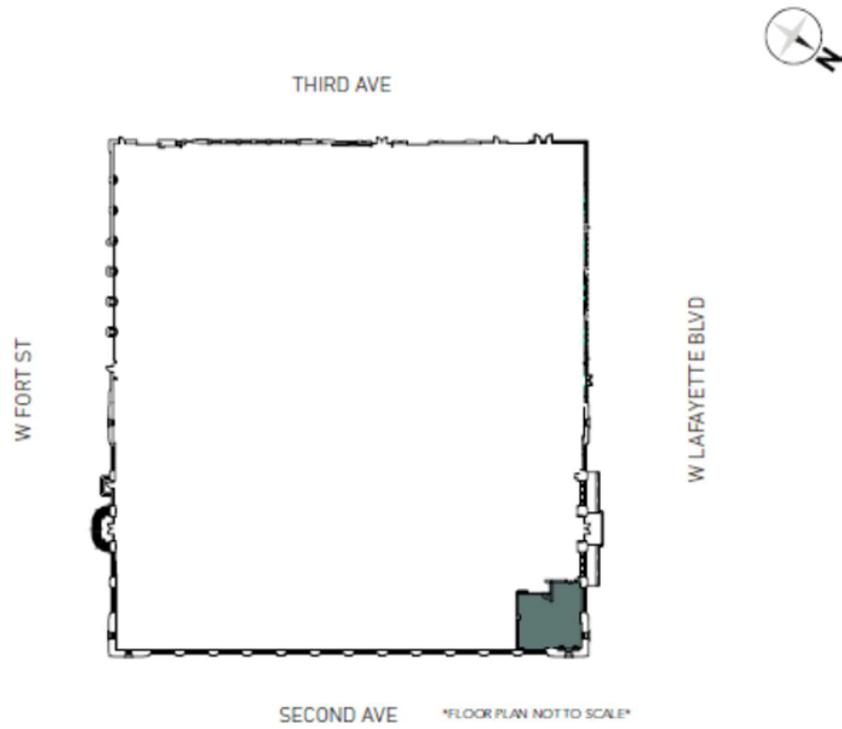
Name: Amy Bishop

Its: Executive Vice President, General
Counsel, and Secretary

Exhibit "A"

FIFTH AMENDMENT EXPANSION SPACE

ROCKET MORTGAGE, LLC



EXPANSION SPACE	
Building Name	Detroit News Building
Building Address	615 West Lafayette, Detroit, MI 48226
Suite #	Suite 150
Floor #	1st Floor
Square Footage	1,544 R.S.F.

Exhibit “B”

WORK LETTER

(Tenant Construction)

This Work Letter sets forth the terms and conditions relating to the construction of the Fifth Amendment Leasehold Improvements by Tenant.

ARTICLE 1

DEFINITIONS

1.01 “**Approved Construction Drawings**” means the Construction Drawings approved pursuant to the process set forth in Article 2 below.

1.02 “**Approved Space Plan**” means the Space Plan approved pursuant to the process set forth in Article 2 below.

1.03 “**Building Standard**” means the quantity and quality of materials, finishes, and workmanship from time to time specified as such by Landlord for the Building, in its reasonable discretion.

1.04 “**Change Order**” means any change, modification or addition to the Approved Construction Drawings.

1.05 “**Construction Drawings**” means: (a) detailed architectural drawings and specifications for Tenant’s partition plan, demolition plan, reflected ceiling plan, power, communication and telephone plan (location of data and telephone outlets with pull boxes only), electrical outlets, finish plan, elevations, details and sections; and (b) mechanical, electrical, plumbing and lighting plans and specifications where necessary for installation to Building systems.

1.06 “**Contractor**” means the contractor selected under Section 4.01(c) below and approved by Landlord.

1.07 “**Existing Improvements**” means those portions of the Fifth Amendment Expansion Space and Existing Premises which were in existence prior to the date of Landlord’s execution of this Amendment.

1.08 “**Fifth Amendment Improvement Allowance**” means [***], to be provided by Landlord as set forth in Section 3.01 below.

1.09 “**Landlord’s Representative**” means Livia Owens, whom Landlord has designated as its representative with respect to the matters set forth in this Work Letter, and who, until further notice to Tenant, has full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

1.10 **“Fifth Amendment Leasehold Improvements”** means all items which are supplied, constructed, installed, and finished by Tenant, as provided in this Work Letter, including but not limited to any subsequent Change Orders.

1.11 **“Space Plan”** means a preliminary architectural drawing showing all demising walls, corridors, entrances, exits, doors and interior partitions.

1.12 **“Space Planner”** means Rock Central LLC.

1.13 **“Substantial Completion”** shall occur when the Fifth Amendment Leasehold Improvements have been substantially completed in accordance with the Approved Construction Drawings (other than minor punch list items and any work which cannot be completed on such date, provided such incompleteness will not substantially interfere with Tenant’s use of the Fifth Amendment Expansion Space) and, if required for occupancy, a certificate of occupancy or certificate of acceptance (temporary or final) has been issued by the appropriate governmental authority. Substantial Completion shall occur in accordance with the preceding sentence, notwithstanding the fact that: (a) the matters on any punch list remain to be completed; and (b) there are other items which have not been completed as of such date, provided the incompleteness of such other items will not substantially interfere with Tenant’s use of the Fifth Amendment Expansion Space.

1.14 **“Tenant Expenditure Authorization”** refers to the certified report required by Section 4.02(c) below.

1.15 **“Tenant’s Representative”** means Kristin Kostrzewski, whom Tenant has designated as its sole representative with respect to the matters set forth in this Work Letter, and who, until further notice to Landlord, has full authority and responsibility to act on behalf of Tenant as required in this Work Letter. Tenant’s Representative is authorized to execute and deliver on behalf of Tenant any and all documents required by this Work Letter. Tenant hereby warrants and represents to Landlord that Tenant’s Representative has all of the requisite power and authority to execute and deliver such documents and that Tenant shall be bound by the execution of such documents on behalf of Tenant by Tenant’s Representative.

ARTICLE 2

DEVELOPMENT OF CONSTRUCTION DRAWINGS

2.01 Space Plan. Tenant shall cause the Space Planner to submit the Space Plan to Landlord for Landlord’s review and approval. After Landlord receives the Space Plan, Landlord shall, in its sole but reasonable discretion, approve or disapprove the Space Plan. If Landlord disapproves the Space Plan, Landlord shall return the Space Plan to Tenant, along with a statement setting forth the grounds for the disapproval. In such event, Tenant shall make such changes as are necessary in order to make the Space Plan acceptable to Landlord and shall then re-submit the revised Space Plan to Landlord. This procedure shall be repeated until Landlord has delivered to Tenant

written approval of the Space Plan. When approved by Landlord, the Space Plan shall be deemed to be the Approved Space Plan.

2.02 Construction Drawings. Upon receipt of the Approved Space Plan, Tenant shall direct the Space Planner to begin preparation of Construction Drawings and shall submit Construction Drawings to Landlord for Landlord's approval or disapproval. The Construction Drawings must provide for the integration of the Building's mechanical, engineering, plumbing, and smart building systems in the Premises in accordance with Landlord's applicable standards for integration (standards accessible at bedrockstandards.com). Within five (5) business days after its receipt of such documents, Landlord shall notify Tenant in writing of its approval or disapproval, stating in reasonable detail the reasons for any disapproval. If Landlord reasonably disapproves the Construction Drawings, Tenant shall then resubmit revised Construction Drawings to Landlord and Landlord shall, within three (3) business days thereafter, approve or disapprove the revised Construction Drawings, stating in reasonable detail the reasons for any disapproval. The foregoing process shall be repeated as many times as are necessary in order to obtain Construction Drawings which are approved by Landlord. When approved by Landlord, the Construction Drawings shall be deemed to be the Approved Construction Drawings.

2.03 Change Orders.

(a) All changes requested by Tenant shall require Landlord's prior written consent, not to be unreasonably withheld. Any Contractor-initiated Change Order must be reviewed and approved by Landlord and Tenant, which review and approval will not be unreasonably withheld. Landlord shall notify Tenant of Landlord's approval or disapproval of any Change Order within five (5) business days after Landlord's receipt of Tenant's request for approval thereof.

(b) Should any Change Order modify the Approved Construction Drawings, Tenant shall pay all reasonable additional third-party costs thereby actually incurred by Landlord (plus any increase in the Construction Management Fee (as hereinafter defined) resulting from such Change Order). All revised or additional Construction Drawings are subject to Landlord's prior review and written approval. Landlord shall notify Tenant of Landlord's approval or disapproval thereof within five (5) business days after Landlord's receipt of such revised or additional Construction Drawings. If and when approved by Landlord, such revised or additional Construction Drawings shall be deemed to be a part of the Approved Construction Drawings.

2.04 Legal Requirements. All design, construction and installation shall conform to the requirements of the Lease, including, but not limited to, Section 8(d) thereof, and all applicable Laws. Tenant agrees that any review or approval by Landlord of the Space Plan or the Construction Drawings is solely for Landlord's benefit, and without any representation, warranty or liability whatsoever to Tenant or any other person with respect to the adequacy, correctness or sufficiency thereof, or otherwise. The approval by Landlord of the Approved Space Plan and the Approved Construction Drawings shall not in any way be deemed to be an agreement or certification by Landlord that the work contemplated thereby complies with applicable Laws or that the Approved Space Plan

or the Approved Construction Drawings will be approved by governmental agencies having jurisdiction thereover. Tenant and the Space Planner shall be solely responsible for the compliance of the design shown on the Approved Space Plan and the Approved Construction Drawings with all applicable Laws. Tenant acknowledges that the Fifth Amendment Leasehold Improvements must be in compliance with all applicable Laws and any historic requirements relating to the Building's historic designation, if any.

2.05 Materials and Workmanship. All work and materials required under the Approved Construction Drawings, including all materials, finishes and workmanship shall be equal to, or of a quality superior to, Building Standard. Except as approved by Landlord, all materials incorporated in the Fifth Amendment Leasehold Improvements shall be new.

2.06 Field Verification. Space Planner shall verify at the job site all dimensions, locations and structural members and any physical conditions affecting the Construction Drawings.

2.07 Deemed Approval. Landlord shall not unreasonably withhold, condition or delay its approval of the Space Plan, the Construction Drawings, or any Change Order (including, without limitation, any revised or additional Construction Drawings relating thereto). In the event that Landlord fails to notify Tenant of Landlord's approval or disapproval of any submittal within the time periods specified in this Work Letter, Landlord shall be deemed to have approved the applicable submittal.

ARTICLE 3

LANDLORD'S OBLIGATIONS

3.01 Fifth Amendment Improvement Allowance. After final completion of the Fifth Amendment Leasehold Improvements and upon compliance with the requirements of this Work Letter, Landlord shall reimburse Tenant for Tenant's Construction Costs (to the extent of the Fifth Amendment Improvement Allowance less any portion thereof applied to FF&E Costs under Paragraph 6 of this Amendment). Except as expressly provided in Paragraph 6 of this Amendment, (a) the Fifth Amendment Improvement Allowance must be used only for Tenant's actual out-of-pocket costs (hard and soft) of constructing the Fifth Amendment Leasehold Improvements, and (b) no portion of the Fifth Amendment Improvement Allowance shall be used to reimburse the cost of any furniture, fixtures, equipment, telephone or data cabling or other similar non-construction items, and all such items shall be at Tenant's sole cost and expense. The cost of all improvements required by the Approved Construction Drawings from concrete slab to concrete deck shall be included within Tenant's Construction Costs. Any unused portion of the Fifth Amendment Improvement Allowance may be applied in accordance with the terms of Paragraph 6 of this Amendment. However, notwithstanding anything contained herein or in the Amended Lease to the contrary, if Tenant has not satisfied the conditions for disbursement of the entire Fifth Amendment Improvement Allowance on or before the date that is one (1) year after the Extended Term Commencement Date (the "**Allowance Expiration Date**"), Tenant shall have no further rights to any undisbursed portion of the Fifth Amendment Improvement Allowance. Any portion of the

Fifth Amendment Improvement Allowance remaining undisbursed after such Allowance Expiration Date shall belong to Landlord.

3.02 Condition of Fifth Amendment Expansion Space and Existing Improvements. Landlord shall deliver the Fifth Amendment Expansion Space and Existing Improvements to Tenant, and Tenant shall accept the Fifth Amendment Expansion Space and Existing Improvements from Landlord, in their presently existing, "as-is" condition, except for any Latent Defects, and subject to Landlord's ongoing repair, maintenance, service, and legal compliance obligations under the Lease.

3.03 Commencement of Construction. Landlord shall have no obligation to allow commencement of construction or installation of the Fifth Amendment Leasehold Improvements until:

(a) Tenant has delivered to Landlord the Approved Construction Drawings, initialed by Tenant's Representative and Landlord's Representative;

(b) Landlord has received from Tenant payment of all Rent then due and payable under the Lease;

(c) Landlord has received the copies of insurance certificates required by Section 4.04(b) of this Work Letter; and

(d) Tenant and/or Contractor has obtained all necessary building permits for the commencement of the work then being performed and provided copies thereof to Landlord.

ARTICLE 4

TENANT'S OBLIGATIONS

4.01 Fifth Amendment Leasehold Improvements; Coordination.

(a) Tenant shall be responsible for having all of the Fifth Amendment Leasehold Improvements performed.

(b) Except as may be set forth in the Approved Construction Drawings to the contrary, all work and materials required under the Approved Construction Drawings, including all materials, finishes and workmanship shall be equal to, or of a quality superior to, Building Standard. The Fifth Amendment Leasehold Improvements shall be diligently performed in a good and workmanlike manner and in accordance with good construction practice, using new materials and equipment (except as may be set forth in the Approved Construction Drawings to the contrary), in accordance with the Approved Construction Drawings and all applicable Laws, and the terms of this Work Letter. No fixtures, materials or equipment shall be incorporated in the Building or used in connection with the performance of the Fifth Amendment Leasehold Improvements which are subject to any security interest, lien, charge, mortgage or other encumbrance.

(c) Tenant shall select the Contractor to construct the Fifth Amendment Leasehold Improvements, but any such Contractor shall be subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned, or delayed. Unless otherwise agreed in writing by Landlord and Tenant, all work involved in the construction and installation of the Fifth Amendment Leasehold Improvements shall be carried out by Contractor under a direct contract with Tenant. If Tenant wishes to engage any additional contractor other than Contractor to perform any portion of the Fifth Amendment Leasehold Improvements, any such engagement shall be subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned, or delayed. Only subcontractors on Landlord's approved list, or which have otherwise been reasonably approved by Landlord, may be used for mechanical, electrical, plumbing and life-safety systems work.

(d) Tenant agrees to use commercially reasonable efforts to minimize any disturbance to other tenants of the Building during the performance of the Fifth Amendment Leasehold Improvements. Tenant shall cause Contractor to comply with the reasonable rules and regulations of the Building applicable to contractors, as specified by Landlord from time to time in its reasonable discretion.

(e) Under no circumstances whatsoever will Tenant, or any of Tenant's agents, including but not limited to Contractor, ever alter or modify, or in any manner disturb, any of the Building systems that serve any area other than, or in addition to, the Premises. Only with Landlord's express written permission and under direct supervision of Landlord shall Tenant, Contractor or Tenant's agents alter, modify or in any manner disturb any branch systems that serve only the Premises. In the event any of the Fifth Amendment Leasehold Improvements requires or gives rise to governmentally required changes to any structural portions of the Building, Building systems, branch systems or areas or equipment located outside the Premises, then Landlord shall make such changes at Tenant's sole cost and expense.

(f) Notwithstanding anything to the contrary set forth herein, Tenant does hereby waive all claims against Landlord for damage to any property or injury to, or death of any person in, on or about the Premises or the Building arising out of or in any way related to the construction of the Fifth Amendment Leasehold Improvements by Contractor, except to the extent caused by, or resulting from, the negligence or willful misconduct of Landlord, its agents, servants, employees, representatives or contractors, and then only if such damage, injury, death or loss is not covered by insurance of the type required to be carried by Tenant or its Contractor under the Lease. Except to the extent caused by, or resulting from, the negligence or willful misconduct of Landlord, its agents, servants, employees, representatives or contractors and except for liabilities waived under Paragraph 11(e) of this Amendment, Tenant shall, and hereby does agree to, indemnify, defend and hold Landlord harmless from and against any and all claims, causes of action, damages, costs and expenses arising out of the performance of the Fifth Amendment Leasehold Improvements, including, but without limitation, personal injury or property damage, the imposition of any lien against the Premises or the Building and matters arising out of the failure of the Fifth Amendment Leasehold Improvements to comply with applicable Laws or any historic requirements relating to the Building's historic designation, if any.

4.02 Tenant's Construction Costs.

(a) The term “**Tenant's Construction Costs**” shall mean the total of the actual costs of all work done or caused to be done by Tenant, the Space Planner, any engineers and by its contractors, suppliers and work forces (including, without limitation, Contractor) for materials and labor in connection with the performance of the Fifth Amendment Leasehold Improvements, costs associated with sustainability practices, documentation, registration and certification, and all actual costs incurred by Tenant in completing all of the improvements in the Premises, plus a fee equal to one-half percent (0.5%) of the total of the costs set forth in this Section 4.02(a) (including Change Orders), excluding any costs for furniture, furnishings, trade fixtures, and equipment, as a “**Construction Management Fee.**”

(b) Subject to the below terms of this Section 4.02, Landlord shall reimburse Tenant for all of Tenant's Construction Costs in an amount up to the Fifth Amendment Improvement Allowance (less any portion thereof applied to FF&E Costs under Paragraph 6 of this Amendment) following commencement of Tenant's business operations in the Fifth Amendment Expansion Space and final completion of the Fifth Amendment Leasehold Improvements. Tenant shall bear the balance, if any, of Tenant's Construction Costs. Reimbursement of Tenant's Construction Costs shall be made by Landlord pursuant to the remaining provisions of this Article 4 (up to an amount equal to the Fifth Amendment Improvement Allowance).

(c) The term “**Tenant Expenditure Authorization**” shall mean a report certified by Tenant, in a form reasonably satisfactory to Landlord, setting forth: (1) a computation of the total of Tenant's Construction Costs; and (2) the amount payable by Landlord to Tenant, which amount shall not exceed the then-remaining undisbursed Fifth Amendment Improvement Allowance. The Tenant Expenditure Authorization shall be accompanied, to the extent applicable to the costs set forth on the Tenant Expenditure Authorization, by: (i) an AIA Completion Certificate executed by Contractor, and an AIA Document G702 form executed by the Space Planner; (ii) a copy of the final certificate of occupancy or certificate of acceptance for the Fifth Amendment Expansion Space, or such other final certificate or final governmental approval as will permit Tenant to occupy and use the Fifth Amendment Expansion Space; (iii) an affidavit or certificate executed by the Space Planner that the Fifth Amendment Leasehold Improvements are substantially complete and are in accordance with the Approved Construction Drawings and all applicable Laws; and (iv) final lien waivers from the Space Planner, Contractor, and all subcontractors, materialmen, and engineers which are sufficient under the laws of the State of Michigan to eliminate any lien rights in favor of all such parties. In addition, the Tenant Expenditure Authorization shall be accompanied by a set of scaled and dimensioned, “as-built” plans for the Fifth Amendment Leasehold Improvements, certified by the Space Planner, prepared on an Auto CAD Computer Assisted Drafting and Design System (or such other system as Landlord may accept), using naming conventions issued by the American Institute of Architects (or such other naming conventions as Landlord may accept), and an electronic copy of such as-built plans translated in DXF format (or any other format acceptable to Landlord). All materials described above in this Section 4.02(c) must be in form and substance reasonably

satisfactory to Landlord. The Tenant Expenditure Authorization and other required items shall be submitted directly to Landlord's Representative.

(d) Upon receipt of the Tenant Expenditure Authorization and all other required materials, Landlord shall reimburse Tenant, or pay directly to Contractor or any other party, if so directed by Tenant, the amount due from Landlord in respect of the Tenant Expenditure Authorization pursuant to Section 4.02(c) above within thirty (30) days after Landlord's receipt thereof. Landlord's sole obligation shall be to pay the amount due to Tenant or the person designated by Tenant for payment and Landlord shall have no liability for any mistakes or errors committed by Tenant in designating the person to receive such payment or the amount of such payment. Landlord shall not be obligated to disburse the amount requested by Tenant in its Tenant Expenditure Authorization until Tenant delivers to Landlord the Tenant Expenditure Authorization accompanied by all of the items listed in Section 4.02(c) above.

(e) The Tenant Expenditure Authorization shall be subject to verification by Landlord or Landlord's Representative (who shall have access to Tenant's books and records in respect thereof for such purpose) and correction, if necessary, without either party being prejudiced by any payments made hereunder (whether during the course of the Fifth Amendment Leasehold Improvements or upon completion).

(f) Tenant agrees that in the event it fails to make any payment required in this Work Letter in a timely manner after notice and reasonable opportunity to cure, or fails to obtain the final lien waivers described above in this Article 4 within a reasonable period of time, then Landlord, in addition to any and all other remedies allowed to Landlord by law or in equity, shall have the same rights and remedies against Tenant as in the case of an Event of Default in payment of Rent under the Lease. Notwithstanding any provision to the contrary contained in the Lease, if an Event of Default under the Lease or a default under this Work Letter has occurred at any time on or before the completion of the Fifth Amendment Leasehold Improvements, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to withhold payment of all or any portion of the Fifth Amendment Improvement Allowance and/or Landlord may cause Contractor to cease the construction of the Fifth Amendment Leasehold Improvements (in which case Tenant shall be responsible for any delay in the completion of the Fifth Amendment Leasehold Improvements caused by such work stoppage), and (ii) all other obligations of Landlord under the terms of this Work Letter shall be forgiven until such time as such Event of Default or default under this Work Letter is cured pursuant to the terms of the Lease or this Work Letter, as applicable (in which case Tenant shall be responsible for any delay in the completion of the Fifth Amendment Leasehold Improvements caused by such inaction by Landlord).

(g) Should Landlord fail to timely make any required payment from the Fifth Amendment Improvement Allowance after Tenant has properly requested disbursement and all conditions for disbursement have been met, then the unpaid amount shall accrue interest at the Interest Rate until paid in full.

4.03 Warranties and Guaranties. The Contractor and any subcontractors participating in the Fifth Amendment Leasehold Improvements shall guarantee that their work shall be free from any and all defects in workmanship and materials for the period of time which customarily applies in good contracting practice, but in no event for less than one (1) year after substantial completion of the Fifth Amendment Leasehold Improvements. The foregoing guarantees of the Contractor and any subcontractors shall include the obligation to repair or replace in a thoroughly first-class and workmanlike manner, and without any additional charge, all defects in workmanship and materials. All warranties or guarantees as to materials or workmanship on or with respect to the Fifth Amendment Leasehold Improvements shall be contained in the contracts and subcontracts for performance of the Fifth Amendment Leasehold Improvements and shall be written so that they shall inure to the benefit of Landlord and Tenant as their respective interests may appear. Such warranties and guarantees shall be so written that they can be directly enforced by either Landlord or Tenant and Tenant shall give to Landlord any assignment or other assurance necessary to effectuate the same.

4.04 General Provisions.

(a) This Work Letter shall not be deemed applicable to:

(1) any space which is subsequently added to the Premises under the Amended Lease (after the addition of the Fifth Amendment Expansion Space contemplated by this Amendment), whether by any option or right under the Amended Lease, including expansion options, rights of first offer and rights of first opportunity, or otherwise; or

(2) any portion of the Premises or any additions thereto in the event of a renewal or extension of the Term, whether by any option or right under the Amended Lease, including extension or renewal options, or otherwise, unless expressly provided in the Amended Lease or any amendment thereto.

(b) Tenant shall cause the Contractor to carry the following insurance policies:

(1) Commercial General Liability Insurance (in type and amount equal to that required to be carried by Tenant under the Lease). Contractor shall, prior to commencement of construction or installation of the Fifth Amendment Leasehold Improvements or entering the Premises, and thereafter upon the request of Landlord, furnish Landlord with certificates evidencing such insurance which certificates shall be in a form reasonably acceptable to Landlord and shall, among other things, evidence and provide that Landlord, Landlord's asset manager and property manager and any mortgagee are named as additional insureds using form CG 20 10 (10/01) and evidencing Products/Completed Operations coverage using form CG 20 37 (10/01).

(2) Builder's risk insurance (written on a completed value basis and not on a reporting form basis), in an amount equal to the full replacement cost of the Fifth Amendment Leasehold Improvements. Such insurance shall contain an acknowledgment by the insurance company that its rights of subrogation have been

waived and an endorsement stating that "permission is granted to complete and occupy." Such insurance shall not provide for a deductible in excess of \$10,000.00.

(3) Worker's compensation and employer's liability insurance (in type and amount equal to that required to be carried by Tenant under the Lease).

All such insurance shall be carried throughout the period of construction of the Fifth Amendment Leasehold Improvements. Such insurance shall, to the extent permitted by law, name Landlord, Landlord's asset manager and property manager and any mortgagee as additional insureds. Contractor or Tenant shall provide not less than ten (10) days' written notice to Landlord, Landlord's asset manager and property manager, and any mortgagee prior to any material change, or any termination or cancellation, of such insurance. All such coverages shall be maintained with companies meeting the requirements applicable to insurance to be carried by Tenant under the Amended Lease (provided that, notwithstanding anything contained in the Amended Lease to the contrary, in no event shall Contractor have any right to self-insure). Prior to the commencement of the Fifth Amendment Leasehold Improvements, Tenant shall deliver certificates of insurance evidencing such coverage to Landlord. Notwithstanding anything to the contrary in the Amended Lease, Tenant, at Tenant's sole cost and expense, shall repair and restore any damage to or destruction of the Fifth Amendment Leasehold Improvements by fire or other casualty occurring prior to the completion of the Fifth Amendment Leasehold Improvements.

(c) Tenant shall give Landlord notice at least five (5) days prior to the commencement of the Fifth Amendment Leasehold Improvements (or such additional time as may be necessary under applicable laws) to afford Landlord the opportunity of posting and recording appropriate commencement notices and/or notices of non-responsibility, as permitted or required under the laws of the State of Michigan.

4.05 Supervision; Delay. It is further acknowledged and agreed by Tenant that Tenant shall be solely responsible for the supervision and direction of Contractor in connection with the Fifth Amendment Leasehold Improvements and that no delay in completion of the Fifth Amendment Leasehold Improvements shall be the responsibility of Landlord. Accordingly, Tenant shall remain obligated to pay Basic Rental, Tenant's Share of Excess Expenses and Tenant's Share of Excess Taxes, and the security fee with respect to the entire Premises (including, without limitation, the Fifth Amendment Expansion Space) as and when due strictly in accordance with the provisions of the Amended Lease.

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. [***] INDICATES THAT INFORMATION HAS BEEN REDACTED.

Exhibit 10.70

FIFTH AMENDMENT TO AMENDED AND RESTATED LEASE

1000 WEBWARD LLC, a Delaware limited liability company (“**Landlord**”), and **ROCKET MORTGAGE, LLC**, a Michigan limited liability company (formerly known as “Quicken Loans, LLC”) (“**Tenant**”), enter into this Fifth Amendment to Amended and Restated Lease (this “**Amendment**”) dated December 12, 2022.

RECITALS

A. Landlord and Tenant entered into that certain Amended and Restated Lease dated December 31, 2014 (the “**Original Lease**”), as amended by that certain First Amendment to Amended and Restated Lease dated as of May 1, 2017 (the “**First Amendment**”), that certain Second Amendment to Amended and Restated Lease dated as of December 17, 2018 (the “**Second Amendment**”), that certain letter agreement dated June 30, 2019, between Landlord and Tenant (the “**2019 Letter Agreement**”), that certain Third Amendment to Amended and Restated Lease, dated as of July 16, 2021 (the “**Third Amendment**”), and that certain Fourth Amendment to Amended and Restated Lease dated as of July 31, 2022 (the “**Fourth Amendment**”, and, together with the Original Lease, the First Amendment, the Second Amendment, the 2019 Letter Agreement, and the Third Amendment, the “**Lease**”) with respect to certain premises (the “**Current Premises**”) more particularly described therein in the building having a US Postal Service Address and an emergency response address of One Campus Martius, Detroit, Michigan 48226 (the “**Building**”).

B. Landlord and Tenant desire to further amend the Lease as more particularly set forth herein.

C. Capitalized terms used but not defined herein have the same meaning ascribed to such terms in the Lease.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in the Lease, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, promise and agree that the Lease is amended as follows:

1. **Recitals.** The recital clauses hereinabove set forth are hereby incorporated by reference as though set forth verbatim and at length herein.

2. **Expansion Space.**

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain space consisting of approximately 3,166 rentable square feet identified as Suite 140 on the first (1st) floor of the Building, as more particularly shown on **Exhibit A** attached hereto (the “**Fifth Amendment Expansion Premises**”), subject to and in accordance with the terms and conditions of this Amendment. Landlord will deliver the Fifth Amendment Expansion Premises to Tenant upon the full execution and delivery of this Amendment. The term of the Lease for the Fifth Amendment Expansion Premises will commence on the date

that Landlord delivers the Fifth Amendment Expansion Premises to Tenant (the “**Fifth Amendment Expansion Premises Commencement Date**”) and shall end on December 31, 2025 (the “**Fifth Amendment Expansion Premises Expiration Date**”). Therefore, the term of the Lease for the Fifth Amendment Expansion Premises will not be coterminous with the term of the Lease for the Current Premises.

(b) The parties acknowledge that: (i) during the period commencing on the Fifth Amendment Expansion Premises Commencement Date and continuing through the Monroe Wing Surrender Date (as such term is defined in the Fourth Amendment), the total area of the entire Premises under the Lease will be approximately 537,573 rentable square feet; (ii) during the period after the termination of the Lease with respect to both of the Surrender Spaces (as such term is defined in the Fourth Amendment) and continuing through the Fifth Amendment Expansion Premises Expiration Date, the total area of the entire Premises under the Lease will be approximately 505,535 rentable square feet; and (iii) after the Fifth Amendment Expansion Premises Expiration Date, the total area of the entire Premises under the Lease will be approximately 502,369 rentable square feet.

3. Basic Rental.

(a) Tenant shall continue to pay Basic Rental for the Current Premises in the same manner and amounts as set forth in the Lease.

(b) Upon the Fifth Amendment Expansion Premises Commencement Date, Tenant shall commence paying Basic Rental for the Fifth Amendment Expansion Premises as follows, the same to be paid at the same time and in the same manner as the Basic Rental is payable by Tenant to Landlord for the Current Premises under the Lease:

<u>Basic Rental Payment Period</u>	<u>Annual Basic Rental Per Square Foot</u>	<u>Annual Total</u>	<u>Monthly Basic Rental</u>
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

*Annualized amount.

(c) After the Fifth Amendment Expansion Premises Commencement Date has been determined, Tenant shall, upon request, execute and deliver to Landlord a letter of acceptance of delivery of the Fifth Amendment Expansion Premises, which shall also set forth a schedule of Basic Rental for the Fifth Amendment Expansion Premises (which shall include the exact dates of all escalations in Basic Rental for the Fifth Amendment Expansion Premises), and shall contain such other information pertaining to the Fifth Amendment Expansion Premises as Landlord may reasonably request.

4. Additional Rent.

(a) Tenant shall continue to pay all additional rent and other charges set forth in the Lease for the Current Premises (including, without limitation, Tenant's Share for the Infill Premises of Excess Expenses over the Infill Premises Base Expenses, Tenant's Share for

the Infill Premises of Excess Taxes over the Infill Premises Base Taxes, Tenant's Share for the Existing Premises of Excess Expenses over the Existing Premises Base Expenses, Tenant's Share for the Existing Premises of Excess Taxes over the Existing Premises Base Taxes, and the Security Fee) throughout the Term in the same manner as set forth in the Lease. Nothing contained in this Amendment shall in any way modify or amend any such amounts payable for the Current Premises.

(b) Upon the Fifth Amendment Expansion Premises Commencement Date, Tenant shall commence paying additional rent and other charges set forth in the Lease (including, without limitation, Tenant's Share of Excess Expenses and Excess Taxes) for the Fifth Amendment Expansion Premises in the same manner as set forth in the Lease, except as set forth below. Notwithstanding the foregoing, with respect to only the Fifth Amendment Expansion Premises: (i) Base Expenses as defined in Lease Section 1(i) shall mean the actual Expenses for the 2022 calendar year that are paid or incurred by Landlord (the "**Fifth Amendment Expansion Premises Base Expenses**"); (ii) Base Taxes as defined in Lease Section 1(j) shall mean the Taxes for the 2022 calendar year (the 2022 Summer Taxes due July 1st and the 2022 Winter Taxes due December 1st) which are due, owing and paid by Landlord (the "**Fifth Amendment Expansion Premises Base Taxes**"); (iii) Tenant's Share as described in Lease Sections 1(k) and 5(a)(vii) shall mean 0.33 percent (0.33%); (iv) Excess Expenses shall mean the total dollar increase in Expenses, if any, which are paid or incurred by Landlord in the respective calendar year, over the Fifth Amendment Expansion Premises Base Expenses; and (v) Excess Taxes shall mean the total dollar increase in Taxes, if any, which are paid by Landlord with respect to the applicable calendar year, over the Fifth Amendment Expansion Premises Base Taxes.

(c) For purposes of Landlord's allocation obligations as to Expenses and Taxes under Paragraph 6(c) of the Third Amendment, the Fifth Amendment Expansion Premises is part of the Original Office Building.

(d) Notwithstanding anything to the contrary in this Amendment, for purposes of calculating amounts due as Tenant's Share of Excess Expenses with respect to the Fifth Amendment Expansion Premises, the Controllable Expenses (as hereinafter defined) allocated to the Original Office Building for any calendar year following calendar year 2022 shall not exceed the Cap (as hereinafter defined) on a cumulative basis. The "**Cap**" for the calendar year 2023 shall be [***] of the Controllable Expenses allocated to the Original Office Building for calendar year 2022, and the Cap for each calendar year thereafter shall be [***] of the Cap for the highest amount of Controllable Expenses included in Expenses and allocated to the Original Office Building for any preceding calendar year of the Term. The term "**Controllable Expenses**" shall mean all Expenses allocated to the Original Office Building other than those Expenses attributable to snow and ice removal and salting, landscaping, utilities, taxes, insurance, security, costs subject to government regulation (such as minimum wages), and all costs incurred to comply with new or revised federal or state laws, municipal or county ordinances or codes or regulations promulgated under any of the same.

5. Security Fee. In addition to the amounts set forth above, upon the Fifth Amendment Expansion Premises Commencement Date, Tenant shall commence paying for the Fifth Amendment Expansion Premises a monthly fee for security services to be provided in accordance with Exhibit G of the Lease, which fee shall be paid in the same

manner and at the same time as Tenant pays Basic Rental. Such monthly fee shall be calculated by multiplying the rentable square footage of the Fifth Amendment Expansion Premises by the per rentable square foot per annum Security Fee then payable by Tenant with respect to the space described in the Lease as the Existing Premises (as such rate may escalate from time to time) and dividing the product thereof by twelve (12).

6. As-Is Condition.

(a) Tenant shall take possession of the Fifth Amendment Expansion Premises in its "AS IS" condition with no work of any kind whatsoever to be performed by Landlord in the Fifth Amendment Expansion Premises. Tenant shall be responsible for any desired alterations to the Fifth Amendment Expansion Premises and such alterations shall be at Tenant's sole cost and expense. Tenant shall be responsible, at its sole cost and expense, for furnishing the Fifth Amendment Expansion Premises with furniture, fixtures and equipment necessary or desirable for Tenant to operate its business from the Fifth Amendment Expansion Premises. At Tenant's sole cost and expense, Tenant shall provide all work of whatsoever nature which is required for the construction and operation of the Fifth Amendment Expansion Premises pursuant to Section 8 of the Original Lease (the "**Fifth Amendment Tenant's Work**").

(b) In consideration of Tenant performing the Fifth Amendment Tenant's Work and provided that Tenant is not in default under the Lease (beyond all applicable notice and grace and/or cure periods set forth therein), Tenant shall be entitled to a tenant improvement allowance for improvement costs actually incurred by Tenant up to [***] pursuant to the terms of this Paragraph 6 (the "**Fifth Amendment Tenant Improvement Allowance**").

(c) The Fifth Amendment Tenant Improvement Allowance shall be paid to Tenant (to the extent necessary to reimburse Tenant for the costs incurred by Tenant to perform the Fifth Amendment Tenant's Work) within thirty (30) days after the Fifth Amendment Tenant's Work is Substantially Complete (as defined below) and Landlord has received the Fifth Amendment Payment Request (as defined below) and all Fifth Amendment Improvement Documentation (as defined below). After the Fifth Amendment Tenant's Work is Substantially Complete, Tenant will submit to Landlord a request in writing (the "**Fifth Amendment Payment Request**") for the Fifth Amendment Tenant Improvement Allowance, which written request shall include: (i) a breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof, (ii) a certified, written statement from Tenant's designer, if any, that all of the Fifth Amendment Tenant's Work has been completed in accordance with the approved plans therefor, (iii) all supporting final lien waivers and releases executed by Tenant's designer, if any, and the general contractor and all subcontractors and suppliers, if any, in connection with the Fifth Amendment Tenant's Work, and (iv) a copy of the application for a certificate of occupancy, temporary or permanent, or an amended certificate of occupancy required with respect to the Fifth Amendment Expansion Premises, together with all licenses, certificates, permits and other governmental authorizations necessary in connection with the Fifth Amendment Tenant's Work and operation of Tenant's business from the Fifth Amendment Expansion Premises, if any (collectively, the "**Fifth Amendment Improvement Documentation**"). Upon Landlord's receipt of the Fifth Amendment Improvement Documentation, Landlord shall pay the applicable portion of the Fifth

Amendment Tenant Improvement Allowance to Tenant within thirty (30) days thereafter, unless Landlord notifies Tenant, in writing, of its rejection (and reason therefor) of any or all of the Fifth Amendment Payment Request, and if so, upon reasonable satisfaction of the objections, Landlord shall pay any remaining portion of the Fifth Amendment Tenant Improvement Allowance due to Tenant within ten (10) business days thereafter. The Fifth Amendment Tenant's Work shall be deemed "**Substantially Complete**" for purposes of this Amendment when Tenant has received a certificate of occupancy or temporary certificate of occupancy from, or is otherwise permitted to use the Fifth Amendment Expansion Premises by, the local governmental authorities.

(d) Notwithstanding any other provisions of this Paragraph 6 to the contrary, Tenant shall not be obligated to make any improvements to the Current Premises or the Fifth Amendment Expansion Premises other than those encompassed within the Fifth Amendment Tenant's Work. Tenant shall be solely responsible for the cost of all improvements to or for the Fifth Amendment Expansion Premises that exceed the Fifth Amendment Tenant Improvement Allowance. Notwithstanding anything contained herein to the contrary, the Fifth Amendment Tenant Improvement Allowance shall not be applied to the costs of any improvements to or for any portion of the Premises other than the Fifth Amendment Expansion Premises. Notwithstanding anything contained to the contrary in this Amendment, if after twelve (12) months after the Fifth Amendment Expansion Premises Commencement Date, Tenant has not utilized all or any portion of the Fifth Amendment Tenant Improvement Allowance, the remaining balance of the Fifth Amendment Tenant Improvement Allowance shall be applied as credit towards Tenant's rent under the Lease, as amended by this Amendment.

7. Parking. Notwithstanding anything contained in the Lease to the contrary: (a) Tenant shall not be granted the right to use any additional parking spaces in connection with its lease of the Fifth Amendment Expansion Premises; and (b) the rentable square footage of the Fifth Amendment Expansion Premises shall not be considered or taken into account in calculating the number of parking spaces to which Tenant is entitled under the Lease.

8. Brokerage Commissions. Landlord and Tenant represent and warrant each to the other that they have not dealt with any real estate broker in connection with the negotiation or execution of this Amendment other than Bedrock Management Services LLC ("**Broker**"), whose commission, if any, shall be paid by Landlord pursuant to a separate written agreement between Landlord and Broker. If either party breaches the foregoing representation and warranty it shall indemnify the other party against all costs, expenses, reasonable attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the breaching party.

9. Ratification. Tenant and Landlord each hereby ratify and confirm its respective obligations under the Lease, and represents and warrants to each other that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, the Lease is and remains in good standing and in full force and effect, and Tenant does not have any existing claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

10. Binding Effect; Conflicts; Governing Law; Venue; Captions. Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail. This Amendment shall be governed by and construed in accordance with the laws of the state in which the Premises are located. The parties consent to the exclusive jurisdiction of the courts (state and federal) located within the City of Detroit and County of Wayne in the State of Michigan in connection with any dispute arising hereunder. The captions and headings used throughout this Amendment are for convenience of reference only and shall not affect the interpretation of this Amendment.

11. Counterparts. This Amendment may be executed in any number of counterparts and may be signed and/or transmitted by facsimile, electronic mail of a .pdf document, or electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The parties further consent and agree that (a) to the extent a party signs this Amendment using electronic signature technology, by clicking "SIGN" (or similar election), such party is signing this Amendment electronically, and (b) the electronic signature(s) appearing on this Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures. Each of Landlord and Tenant intends to be bound by electronically generated signatures and/or by signature(s) on the facsimile or electronically imaged document, is aware that the other party will rely on such signature(s), and hereby waives any defenses to the enforcement of the terms of this Amendment based on the form of signature(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE TO FIFTH AMENDMENT TO AMENDED AND RESTATED LEASE
BETWEEN 1000 WEBWARD LLC AND ROCKET MORTGAGE, LLC]**

The parties hereto have executed this Fifth Amendment to Amended and Restated Lease as of the date first set forth above.

“LANDLORD”

1000 WEBWARD LLC,
a Delaware limited liability company

By: /s/ Kofi Bonner

Name: Kofi Bonner

Its: Authorized Representative

“TENANT”

ROCKET MORTGAGE, LLC,
a Michigan limited liability company

By: /s/ Amy Bishop

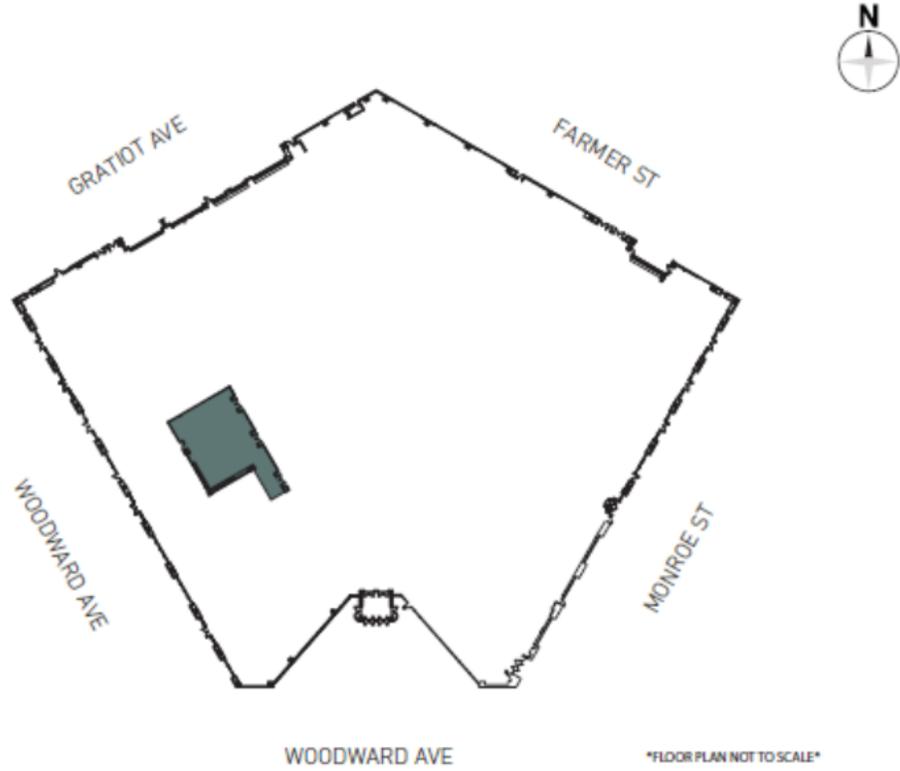
Name: Amy Bishop

Its: General Counsel, Executive Vice
President & Secretary

EXHIBIT A

FIFTH AMENDMENT EXPANSION PREMISES

ROCKET MORTGAGE LLC



DEMISED PREMISES	
Building Name	One Campus Martius
Building Address	1000 Woodward Ave, Detroit, MI 48226
Floor #	1st Floor
Suite #	Suite 140
Square Footage	3,166 R.S.F.

Rocket Companies, Inc. (a Delaware corporation)

Significant Subsidiaries

<u>Country</u>	<u>Entity</u>	<u>State</u>
United States	Amrock, LLC	MI
United States	Rock Central LLC	MI
United States	Rocket Mortgage, LLC	MI

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Form S-8 No. 333-240964 pertaining to the Rocket Companies, Inc. 2020 Omnibus Incentive Plan and the Rocket Companies, Inc. Employee Stock Purchase Plan of Rocket Companies, Inc.
- (2) Form S-8 No. 333-265875 pertaining to the Rocket Companies, Inc. 2020 Omnibus Incentive Plan and the Amended and Restated Rocket Companies, Inc. 2020 Team Member Stock Purchase Plan of Rocket Companies, Inc.

of our reports dated March 1, 2023, with respect to the consolidated financial statements of Rocket Companies, Inc. and the effectiveness of internal control over financial reporting of Rocket Companies, Inc. included in this Annual Report (Form 10-K) for the year ended December 31, 2022.

/s/ Ernst & Young LLP

Detroit, Michigan
March 1, 2023

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Jay Farner, certify that:

1. I have reviewed this Annual Report on Form 10-K of Rocket Companies, Inc. (the “Registrant”) for the annual period ended December 31, 2022;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: March 1, 2023

By: /s/ Jay Farner
Name: Jay Farner
Title: Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Brian Brown, certify that:

1. I have reviewed this Annual Report on Form 10-K of Rocket Companies, Inc. (the "Registrant") for the annual period ended December 31, 2022;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: March 1, 2023

By: /s/ Brian Brown

Name: Brian Brown

Title: Chief Financial Officer and Treasurer

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

I, Jay Farner, Chief Executive Officer of Rocket Companies, Inc. (the “Company”), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- the Annual Report on Form 10-K of the Company for the annual period ended December 31, 2022 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- information contained in the Report fairly presents, in all material respects, the financial condition and results of the operations of the Company.

Date: March 1, 2023

By: /s/ Jay Farner

Name: Jay Farner

Title: Chief Executive Officer

The foregoing certification is being furnished as an exhibit to the Report pursuant to Item 601(b)(32) of Regulation S-K and Section 1350 of Title 18 of the United States Code and, accordingly, is not being filed with the U.S. Securities and Exchange Commission as part of the Report and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933 or the Securities Exchange Act of 1934 (whether made before or after the date of the Report, irrespective of any general incorporation language contained in such filing).

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

I, Brian Brown, Chief Financial Officer and Treasurer of Rocket Companies, Inc. (the “Company”), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- the Annual Report on Form 10-K of the Company for the annual period ended December 31, 2022 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- information contained in the Report fairly presents, in all material respects, the financial condition and results of the operations of the Company.

Date: March 1, 2023

By: /s/ Brian Brown

Name: Brian Brown

Title: Chief Financial Officer and Treasurer

The foregoing certification is being furnished as an exhibit to the Report pursuant to Item 601(b)(32) of Regulation S-K and Section 1350 of Title 18 of the United States Code and, accordingly, is not being filed with the U.S. Securities and Exchange Commission as part of the Report and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933 or the Securities Exchange Act of 1934 (whether made before or after the date of the Report, irrespective of any general incorporation language contained in such filing).