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AGREEMENT OF LIMITED PARTNERSHIP
of
HABITATIONAL INSURANCE LP

LIMITED PARTNERSHIP AGREEMENT

This Limited Partnership Agreement (this "**Agreement**") of Habitational Insurance LP, a Kentucky limited partnership (the "**Partnership**"), is entered into and effective as of the date and time the Certificate of Formation is filed with the Kentucky Secretary of State (the "**Effective Date**") by and between Signature Insurance Group, LLP, a Kentucky limited liability partnership, as General Partner, and Sonder Communities, LLC, a Kentucky limited liability company, as Limited Partner.

ARTICLE I ORGANIZATION

Section I.01 Formation. The Partnership is formed upon both (i) the filing with the Kentucky Secretary of State of an executed copy of the form of certificate of formation attached to this Agreement as **Exhibit A** (the "**Certificate of Formation**"), and (ii) the execution of this Agreement by those who are Partners as of the Effective Date. Upon execution of this Agreement, the General Partner shall promptly execute and cause to be filed the Certificate of Formation, together with any other documents required for qualification of the Partnership to do business where required.

Section I.02 Name. The name of the Partnership is Habitational Insurance LP.

Section I.03 Principal Office. The principal office of the Partnership is located at that office named in the Certificate of Formation, or such other place as may from time to time be determined by the General Partner; *provided*, that the General Partner shall promptly (i) give notice to the Limited Partner of such change, and (ii) file any and all documents necessary to reflect the change, including an amendment to the Certificate of Formation.

Section I.04 Registered Office; Registered Agent. The registered office of the Partnership and the registered agent for service of process on the Partnership in the State of Kentucky shall be that office and Person named in the Certificate of Formation or such other office (which need not be a place of business of the Partnership) or such other Person or Persons as the General Partner may designate from time to time in the manner provided by the Act and Applicable Law.

Section I.05 Purpose; Powers.

(a) The purposes of the Partnership are to engage in the activities set forth in Schedule B (the "**Business**"), and any and all lawful activities necessary or incidental thereto.

(b) Subject to the limitations set forth in this Agreement, the Partnership shall have all the powers necessary or convenient to carry out the purposes specified in 1.05(a), including the powers granted by the Act.

Section I.06 Term. The term of the Partnership will commence on the Effective Date and shall continue in existence perpetually until the Partnership is terminated in accordance with the provisions of this Agreement or as provided by Applicable Law.

ARTICLE II

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section II.01 Partnership Interests. The Partnership is authorized to issue two classes of Partnership Interests. The Partnership Interests shall be designated as General Partner Interests and Limited Partner Interests, each having such rights, powers, and duties as are set forth in this Agreement.

Section II.02 Capital Contributions.

(a) Contemporaneously with its execution of this Agreement on the date hereof:

(i) The General Partner has contributed to the Partnership the amount, in the form of cash, property, services, or a promissory note or other obligation (for any Partner, a "**Capital Contribution**") set forth opposite its name on **Schedule A** in exchange for its General Partner Interest, and is hereby admitted as the general partner of the Partnership on the date hereof.

(ii) The Limited Partner has contributed to the Partnership a Capital Contribution in the amount set forth opposite its name on **Schedule A** in exchange for its Limited Partner Interest and is hereby admitted as a limited partner of the Partnership on the date hereof.

(b) Except for the Capital Contributions set forth in 2.02(a) (collectively, the "**Initial Capital Contributions**"), no Partner shall be required to make any Capital Contributions to the Partnership.

Section II.03 Capital Accounts. The Partnership shall establish and maintain for each Partner a separate capital account (a "**Capital Account**") on its books and records in accordance with this 2.03 and the provisions of Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv). Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Capital Account shall be (i) credited by such Partner's Capital Contributions to the Partnership and any profits allocated to such Partner in accordance with 5.01 and (ii) debited by any distributions to such Partner pursuant to Section 6.01(a) and any losses allocated to such Partner in accordance with 5.01. For purposes of maintaining the Partners' Capital Accounts, profits and losses shall be determined in accordance with Treasury Regulation Section 1.704-1(b). The Capital Accounts shall be adjusted by the General Partner upon the occurrence of an event described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) in the manner described in Treasury

Regulations Section 1.704-1(b)(2)(iv)(f)(5) and (g) if the General Partner determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners.

(b) No Partner shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Partnership, except as otherwise provided in this Agreement.

(c) If the Limited Partner shall have a deficit balance in its Capital Account, the Limited Partner shall have no obligation, during the term of the Partnership or upon winding up or termination of the Partnership, to restore such negative balance or make any Capital Contributions to the Partnership by reason thereof, except as may be required by Applicable Law.

ARTICLE III PARTNERS

Section III.01 **Partners.** The name, mailing address, Percentage Interest, and type of Partnership Interest of each Partner are set out in **Schedule A** attached hereto (the "**Partners Schedule**").

Section III.02 **Action Without a Meeting.** Any matter that requires approval of the Limited Partner may be taken if consented to by the Limited Partner in writing or by Electronic Transmission. A record shall be maintained by the General Partner of each such action taken by written consent.

Section III.03 **No Personal Liability.** Except as otherwise expressly provided in the Act or by Applicable Law, Limited Partner will not, solely by reason of being a Limited Partner, be obligated personally for any debt, obligation, or liability of the Partnership or the General Partner, whether arising in contract, tort, or otherwise.

Section III.04 **No Fiduciary Duty.** Limited Partner shall not have any fiduciary duty to the Partnership or to any other Partner solely by reason of being a Limited Partner.

Section III.05 **No Interest in Partnership Property.** No real or personal property of the Partnership shall be deemed to be owned by any Partner individually, but shall be owned by, and title shall be vested solely in, the Partnership. Without limiting the foregoing, each Partner hereby irrevocably waives during the term of the Partnership any right that such Partner may have to maintain any action for partition with respect to the property of the Partnership.

Section III.06 **Other Activities; Business Opportunities.** Each Partner and its Affiliates may, subject to performing any of its obligations set out in this Agreement, engage in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Business; *provided* that such Partner or its Affiliate does not engage in such activity or business as a result of, or using any information relating to, the Partnership and its business, operation, or finances (such information, "**Confidential Information**"). None of the

Partners nor any of their Affiliates shall be obligated to account to the Partnership or to any other Partner for any profits or income earned or derived from other such activities or businesses. None of the Partners nor any of their Affiliates shall be obligated to inform the Partnership or the other Partners of any business opportunity of any type or description other than to the extent such opportunity arises from Confidential Information.

Section III.07 General Restrictions on Transfer. The Partners shall not Transfer all or any portion of their Partner Interest to any other Person, except as provided in Section 9.06.

ARTICLE IV MANAGEMENT

Section IV.01 Obligations of the General Partner. So long as the General Partner holds any General Partner interest it shall be obligated to conduct all activities set forth in Schedule B, which may be amended from time to time by the consent of all Partners.

Section IV.02 Management of Partnership. Subject to the provisions of Section 4.03 and except as otherwise provided in this Agreement or required by non-waivable provisions of the Act: (i) the business, property, and affairs of the Partnership shall be managed exclusively by the General Partner; and (ii) the General Partner shall have full and complete authority on behalf of the Partnership to take such actions as it may deem necessary or advisable to manage the Partnership. The actions of the General Partner taken in accordance with this section 4.02 shall bind the Partnership. Except as otherwise specifically provided by this Agreement or required by the Act, no Limited Partner, in its capacity as a Limited Partner, shall have the authority to act or incur expenses on behalf of or to bind the Partnership.

Section IV.03 Actions Requiring Approval of Limited Partners. The Partnership shall not, without the prior approval of the Limited Partner, enter into any commitment to:

- (a) Amend, modify, or waive this Agreement (other than pursuant to Section 3.01).
- (b) Engage in or enter into any business other than the Business.
- (c) Issue any Partnership Interests, create or issue any new class of Partnership Interests, or issue any security that is convertible into or exchangeable for a Partnership Interest.
- (d) Accept any capital contributions to the Partnership, other than the Initial Capital Contributions.
- (e) Borrow any money or grant any Lien on an asset of the Partnership, whether as security for the debts and obligations of the Partnership or otherwise, or modify, extend, renew, or prepay, in whole or in part, any borrowing or loan.

(f) Expend any funds or incur any liabilities in excess of \$1,000 per calendar year in the aggregate.

(g) Wind-up, dissolve or otherwise terminate the Partnership.

(h) Enter into any (i) merger, interest exchange, consolidation, reorganization, or conversion with or into another entity or (ii) sale or lease of all or substantially all of the Partnership's assets.

(i) Establish a subsidiary or enter into any joint venture or similar business arrangement.

(j) Initiate a bankruptcy proceeding involving the Partnership.

(k) Reinstate the Partnership after termination.

Section IV.04 Devotion of Time and Duties of General Partner. The General Partner shall devote so much of its time and attention to the business of the Partnership as may be reasonably necessary for the proper performance of its duties hereunder.

Section IV.05 Compensation and Reimbursement of General Partner. The General Partner shall not be entitled to any fees or other compensation for its services as General Partner.

ARTICLE V ALLOCATIONS

Section V.01 Allocation of Profits and Losses.

(a) The Partnership's profits and losses for each Fiscal Year will be allocated among the Partners pro rata in accordance with their Percentage Interests.

(b) Notwithstanding any other provision of this Agreement, (i) "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Partnership shall be allocated for each Fiscal Year to the Partner that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i) and "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Partners in accordance with their Percentage Interests.

(c) This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback," and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.

(d) All items of income, gain, loss, deduction, and credit of the Partnership shall be allocated among the Partners for federal, state, and local income tax purposes

consistent with the manner that the corresponding items are allocated among the Partners pursuant to this section, except as may otherwise be provided herein or under the Code.

ARTICLE VI DISTRIBUTIONS

Section VI.01 Distributions.

(a) The General Partner shall cause the Partnership to pay distributions of available cash to the Partners, , on at least a monthly basis; *provided*, that any such distribution shall be made to all Partners pro rata in accordance with their Percentage Interests. The term "available cash" shall mean the revenue collected by the Partnership less the amount needed to pay its current liabilities and less reasonable reserves, if any, necessary to pay its foreseeable long term liabilities.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the General Partner shall not make any Partnership distribution to any Partner if such distribution would violate Section 508 of the Act or other Applicable Law.

ARTICLE VII INDEMNIFICATION

Section VII.01 Indemnification of Limited Partner. The Partnership and/or the General Partner shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Limited Partner Indemnitees from and against any and all Expenses which the Limited Partner Indemnitees may suffer, incur, or pay arising out of or resulting from any alleged act or omission of the Partnership and/or the General Partner during the Term of this Agreement.

Section VII.02 Notice of Claim. If any Proceeding is begun, made, or instituted as a result of which the Partnership and/or the General Partner may become obligated to the Limited Partner Indemnitees, the Limited Partner Indemnitees shall give written notice to the Partnership and the General Partner ("**Notice of Claim**")

Section VII.03 Duty to Cooperate. Upon receipt of a Notice of Claim, the Partnership and/or the General Partner shall extend all commercially reasonable cooperation and assistance as the Limited Partner Indemnitees(s) may require with respect to the Proceeding that is the subject of the Notice of Claim. Any additional expenses incurred by the Limited Partner Indemnitees(s) as a result of the failure of the Partnership and/or the General Partner to cooperate or indemnify, including without limitation attorneys' fees and the cost of bringing suit or other action to compel indemnification, shall be considered Expenses and added to the total liability owed by the General Partner and/or the Partnership to the Limited Partner Indemnitees(s) under this Article.

Section VII.04 Election to Defend. The Limited Partner shall have the right at any time and at its election to assume the defense of such Proceeding, at the expense of the Partnership and/or the General Partner, and the Partnership and/or the General Partner shall cooperate with

and assist the Limited Partner to the extent reasonably possible. The Limited Partner shall conduct such defense in a commercially reasonable manner and shall have the right to make any commercially reasonable compromise or settlement thereof. If the Limited Partner elects not to assume the defense of any such Proceeding, the Partnership and/or the General Partner shall have the obligation to do so and the Limited Partner shall have the right (but not the obligation) to participate at its own expense by counsel of its choice in such defense and shall in any event cooperate and assist the Partnership to the extent reasonably possible.

Section VII.05 Settlement. In no event shall the Partnership and/or the General Partner, without the prior written consent of the Limited Partner Indemnitees(s), consent to entry of any judgment, admit the liability of the Limited Partner Indemnitees(s), or enter into any settlement which does not include as an unconditional term therein the release of the Limited Partner Indemnitees(s) from all liability in respect to such Proceeding. In all events, the Indemnitor shall give notice to the Limited Partner Indemnitees(s) prior to the entry of any judgment, the execution of any judgment or the execution of any settlement agreement or release.

Section VII.06 Survival. This Article shall survive the termination of this Agreement.

ARTICLE VIII RECORDS, ACCOUNTING, AND TAX MATTERS

Section VIII.01 Books and Records. The General Partner shall maintain at the office of the Partnership full and accurate books of the Partnership (which at all times shall remain the property of the Partnership), in the name of the Partnership, and separate and apart from the books of the General Partner and its Affiliates, including a list of the names, addresses, and interests of all Partners and all other books, records, and information required by the Act. Upon reasonable notice from a Limited Partner, the General Partner shall afford the Limited Partner full access to review such books and records for a purpose reasonably related to such Limited Partner's interest as a Limited Partner of the Partnership and shall permit the Limited Partner, at its expense, to make copies thereof.

Section VIII.02 Income Tax Status. The Partners intend that the Partnership shall be treated as a partnership for US, federal, state, and local income tax purposes. Neither the Partnership nor any Partner shall make an election for the Partnership to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section VIII.03 Partnership Funds. All funds of the Partnership shall be deposited in its name in such checking, savings, or other accounts, or held in its name in the form of such other investments, as the General Partner shall designate. The funds of the Partnership shall not be commingled with the funds of any other Person.

Section VIII.04 Partnership Representative.

(a) **Designation.** The General Partner shall be designated as the "partnership representative" (the "**Partnership Representative**") as provided in Section 6223(a) of the Code; provided, however, at Limited Partner's option, it may elect to appoint itself as

the Partnership Representative in lieu of the General Partner The Partnership Representative shall appoint an individual (the "**Designated Individual**") meeting the requirements of Treasury Regulation Section 301.6223-1(c)(3) as the sole person authorized to represent the Partnership Representative in audits and other proceedings governed by the Partnership Tax Audit Rules. To the extent provided in the Partnership Tax Audit Rules, the General Partner shall have the power to remove and replace the Designated Individual and to designate a successor Partnership Representative or Designated Individual.

(b) **Tax Examinations and Audits.** The Partnership Representative is authorized and required to represent the Partnership in connection with all examinations of the affairs of the Partnership by any Taxing Authority, including any resulting administrative and judicial proceedings, and to expend funds of the Partnership for professional services and costs associated therewith. Each Partner agrees that any action taken by the Partnership Representative in connection with audits of the Partnership (including actions by the Designated Individual in an audit governed by the Partnership Tax Audit Rules) shall be binding upon such Partner and that such Partner shall not independently act with respect to tax audits or tax litigation affecting the Partnership. The Partnership Representative shall have sole discretion to determine whether the Partnership (either on its own behalf or on behalf of the Partners) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority. Each Partner agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by Taxing Authorities and any resulting proceedings; *provided*, that a Partner shall not be required to file an amended federal income tax return, as described in Section 6225(c)(2)(A) of the Code.

(c) **Partnership Tax Audit Rules.** Except as otherwise set forth herein, in the event of an audit of the Partnership that is subject to the Partnership Tax Audit Rules or any analogous provision of state or local law, the Partnership Representative and the Designated Individual shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Partnership Representative, the Designated Individual, or the Partnership under the Partnership Tax Audit Rules. To the extent that the Partnership Representative and Designated Individual do not make an election under Section 6221(b) of the Code, the Partnership Representative and the Designated Individual shall use commercially reasonable efforts to reduce to the extent possible the amount of tax owed by the Partnership pursuant to an audit under the Partnership Tax Audit Rules (or analogous state or local partnership audit procedures) by either (i) making any modifications available under Section 6225(c)(3), (4), and (5) of the Code (or analogous provisions of state or local law) or (ii) making a timely election under Section 6226 of the Code (or an analogous provision of state or local law). If an election under Section 6226(a) of the Code is made, the Partnership shall furnish to each Partner for the year under audit a statement of the Partner's share of any adjustment set forth in

the notice of final partnership adjustment, and each Partner shall take such adjustment into account as required under Section 6226(b) of the Code.

(d) **Tax Returns and Tax Deficiencies.** Each Partner agrees that such Partner shall not treat any Partnership item inconsistently on such Partner's federal, state, foreign, or other income tax return with the treatment of the item on the Partnership's return. Any deficiency for taxes imposed on any Partner (including penalties, additions to tax, or interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Section 6226 of the Code) will be paid by such Partner and if required to be paid (and actually paid) by the Partnership, will be recoverable from such Partner.

(e) **Tax Return Preparation and Filing.** The General Partner shall cause to be prepared and timely filed all US and non-US tax returns required to be filed by or for the Partnership.

(f) **Survival.** The provisions of this Section 8.04 and the obligations of a Partner or former Partner pursuant to Section 8.04 shall survive the termination, dissolution, liquidation, and winding up of the Partnership.

ARTICLE IX WINDING UP AND TERMINATION

Section IX.01 Events Requiring Winding Up. The Partnership shall begin to wind up its business and affairs only upon the occurrence of any of the following events:

- (a) An election to terminate the Partnership made by the Limited Partner;
- (b) The occurrence of a nonwaivable event under the terms of the Act which requires the Partnership to be wound up and terminated, unless such event is otherwise revoked or cancelled as provided in this Agreement; or
- (c) The entry of a judicial decree ordering winding up and termination under Section 803 of the Act.

Section IX.02 Effectiveness of Termination. The Partnership shall begin to wind up its business and affairs as soon as reasonably practicable upon the occurrence of an event described in Section 9.01 (if such event has not been revoked or cancelled), but the Partnership shall not terminate until the winding up of the Partnership has been completed, the assets of the Partnership have been distributed as provided in Section 9.03, and the Certificate of Termination shall have been filed as provided in Section 9.05.

Section IX.03 Liquidation.

(a) If the Partnership is terminated pursuant to this ARTICLE IX, the Partnership shall be liquidated and its business and affairs wound up in accordance with the Act and the other provisions of this Article.

(b) The General Partner shall wind up the Partnership and shall have full power and authority to sell, assign, and encumber any or all of the Partnership's assets (including the discretion to defer the liquidation of any asset if the immediate sale of the asset would be impractical or cause undue loss to the Partners) and to wind up and liquidate the affairs of the Partnership in an orderly and business-like manner.

Section IX.04 Distribution of Assets. The General Partner shall liquidate the assets of the Partnership and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(a) First, to the payment of the Partnership's debts and liabilities to its creditors (including Partners, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Partnership);

(b) Second, to the establishment of and additions to reserves that are determined by the General Partner to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Partnership; and

(c) Third, to the Partners, on a pro rata basis, in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Partnership in which the liquidation occurs.

Section IX.05 Required Filings. Upon completion of the winding up of the Partnership, the General Partner shall make all necessary filings required by the Act, including filing a certificate of termination (the "**Certificate of Termination**"), and shall take such other actions as may be necessary to terminate the Partnership.

Section IX.06 Buyout Right. At any time, including, without limitation, after an election to terminate the Partnership made by the Limited Partner, either Partner may elect to purchase 100% of the other Partners' Partnership Interests at the price specified in Schedule B. Upon delivery of notice of intent to exercise the rights under this Section 9.06, the Partners shall cooperate in good faith to effectuate the closing of the purchase of the Partnership Interests within 60 days from the date of the notice.

ARTICLE X DEFINITIONS

Section X.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 10.01:

(a) **"Act"** means the Kentucky Uniform Limited Partnership Act (KRS § 362.2-102, *et seq.*) and any successor statute, as it may be amended from time to time.

(b) **"Affiliate"** means, with respect to any Person, any other Person who, directly or indirectly, (i) controls, is controlled by, or is under common control, in whole or in part, with such Person, or (ii) has an ownership interest in such Person or a common owner, in whole or in part, with such Person. For purposes of this definition, **"control"** when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract, or otherwise; and the terms **"controlling"** and **"controlled"** shall have correlative meanings.

(c) **"Agreement"** has the meaning set forth in the Preamble.

(d) **"Applicable Law"** means all applicable provisions of: (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

(e) **"Business"** means the activities set forth in Schedule B.

(f) **"Capital Account"** has the meaning set forth in Section 2.03.

(g) **"Capital Contribution"** has the meaning set forth in Section 2.02(a)(i).

(h) **"Certificate of Formation"** has the meaning set forth in Section 1.01.

(i) **"Certificate of Termination"** has the meaning set forth in Section 9.05.

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

(k) **"Confidential Information"** has the meaning set forth in Section 3.06.

(l) **"Designated Individual"** has the meaning set forth in Section 8.04(a).

(m) **"Electronic Transmission"** means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

(n) **"Expense"** shall mean: (i) any costs, including, without limitation, attorney's fees, reasonably incurred by a Limited Partner Indemnitee in connection with investigating or defending any Proceeding, or any inquiry or investigation that could lead to a Proceeding, whether or not such Proceeding results in any liability to a Limited

Partner Indemnatee; (ii) any and all damages, payments, taxes, assessments, losses, liabilities, fines or penalties imposed on a Limited Partner Indemnatee as a result of any Proceeding (including, without limitation, those imposed by Governmental Authorities); and (iii) all amounts paid in settlement of any Proceeding.

(o) **"Fiscal Year"** means the calendar year, unless the Partnership is required or elects to have a taxable year other than the calendar year, in which case the Fiscal Year shall be the period that conforms to its taxable year.

(p) **"General Partner"** means Signature Insurance Group LLP.

(q) **"General Partner Interest"** means the interest of the General Partner in the Partnership (in its capacity as a general partner without reference to any Limited Partner Interest that may be held by it), including such General Partner's rights to: (i) its distributive share of Partnership assets and items of Partnership income, gain, loss, and deduction; and (ii) any and all other rights, powers, and benefits due to such General Partner under this Agreement and the Act, together with all obligations of the General Partner to comply with this Agreement and the Act.

(r) **"Governmental Authority"** means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

(s) **"Initial Capital Contributions"** has the meaning set forth in Section 2.02(b).

(t) **"Lien"** means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

(u) **"Limited Partner"** means Sonder Communities, LLC.

(v) **"Limited Partner Indemnatee"** means the Limited Partner and/or its Affiliates, and/or the officers, directors or employees of the Limited Partner and/or its Affiliates.

(w) **"Limited Partner Interest"** means the interest of a Limited Partner in the Partnership (in its capacity as a limited partner without reference to any General Partner Interest that may be held by it), including such Limited Partner's right to: (i) receive a distributive share of Partnership assets and items of Partnership income, gain, loss, and deduction; (ii) vote, consent, or participate in any Partner decisions provided in this Agreement or the Act; and (iii) receive any and all other rights and benefits due to a Limited Partner under this Agreement or the Act. The Limited Partner Interest of each Limited Partner will be stated as a percentage interest in the same proportion as the total

Capital Contributions of such Limited Partner bears to the total Capital Contributions of all Limited Partners.

- (x) **"Notice of Claim"** has the meaning set forth in Section 7.02.
- (y) **"Partner"** means a General Partner or a Limited Partner, in each case so long as such Person is shown on the Partnership's books and records as the owner of a Partnership Interest.
- (z) **"Partners Schedule"** has the meaning set forth in Section 3.01.
- (aa) **"Partnership"** has the meaning set forth in the Preamble.
- (bb) **"Partnership Interests"** means the General Partner Interest and the Limited Partner Interests.
- (cc) **"Partnership Representative"** has the meaning set forth in Section 8.04(a).
- (dd) **"Partnership Tax Audit Rules"** mean Sections 6221 through 6241 of the Code, together with any regulatory or other administrative guidance promulgated thereunder, and any successor provisions.
- (ee) **"Percentage Interest"** means, as to any Partner, a fraction, expressed as a percentage, equal to the amount of the Capital Contribution of such Partner divided by the total Capital Contributions of all Partners, as may be adjusted from time to time in accordance with the provisions of this Agreement. The Percentage Interests of all Partners shall at all times aggregate to one hundred percent (100%).
- (ff) **"Person"** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.
- (gg) **"Proceeding"** means any claims, suits, actions, investigations or proceedings, whether civil, criminal, administrative, arbitative, or investigative in nature, including any appeal thereof.
- (hh) **"Securities Act"** means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.
- (ii) **"Taxing Authority"** means any federal, state, local, or foreign taxing authority.
- (jj) **"Transfer"** means to sell, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or

understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Partnership Interests or any interest (including a beneficial interest) therein. "Transfer" when used as a noun shall have a correlative meaning.

(kk) "Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

ARTICLE XI MISCELLANEOUS

Section XI.01 Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Kentucky, without giving effect to any choice or conflict of law provision or rule (whether of the State of Kentucky or any other jurisdiction).

Section XI.02 Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, shall be brought in the federal courts of the United States of America or the courts of the State of Kentucky, in each case located in the City of Lexington and County of Fayette. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding.

Section XI.03 Waiver of Jury Trial. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section XI.04 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Nothing contained in this 11.04 shall diminish any waivers in this Agreement, including in 11.03.

Section XI.05 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier; (c) on the date sent by facsimile or email of a PDF document (with

confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this 11.05):

If to the Partnership: To General Partner and Limited Partner

If to the General Partner: [235 Wayne Dr. Richmond, KY 40475]
Fax: [859-407-4888]
Email: [Zach@signatureinsuranceky.com]
Attention: [Owner/ Zach Doyle]

If to the Limited Partner: Sonder Communities, LLC
Attention: Brandon Cutwright
444 East Main Street, Suite 102
Lexington, Kentucky 40507
Email: brandon@kensilvestri.com

Section XI.06 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond). All remedies hereunder are cumulative, may be exercised concurrently, and nothing herein shall be deemed to limit any party from pursuing any other remedy or relief available at law or in equity for any actual or prospective breach, including recovery of damages.

Section XI.07 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section XI.08 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section XI.09 Entire Agreement. This Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement between the General Partner or the Partnership and the Limited Partners with respect to the

subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Section XI.10 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

Section XI.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Partnership, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section XI.12 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the General Partner and the Limited Partner. Any such written amendment or modification will be binding upon the Partnership and each Partner; *provided*, that (a) an amendment or modification modifying the rights or obligations of any Limited Partner in a manner that is disproportionately adverse to such Limited Partner relative to the rights of other Limited Partners shall be effective only with that Limited Partner's consent; and (b) any amendment or modification of this 11.12 shall require the approval of all Partners. Notwithstanding this 11.12, amendments to the Partners Schedule may be made by the General Partner in accordance with 3.01.

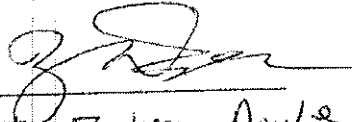
Section XI.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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

General Partner:

Signature Insurance Group LLP, a
Kentucky Limited Liability Partnership

By: 
[NAME] Zachary Doyle
[TITLE] owner

Limited Partner:

Sonder Communities, LLC, a
Kentucky Limited Liability Company

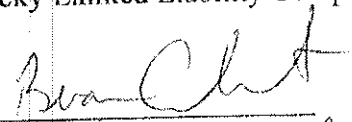
[By:] 
[NAME] Brandon Cutright
[[TITLE]] Managing Member

EXHIBIT A
FORM OF CERTIFICATE OF FORMATION

SCHEDULE A
PARTNERS SCHEDULE

Partner Name and Address	Capital Contribution	Percentage Interest
GENERAL PARTNER		
Signature Insurance Group LLP [235 Wayne Dr. Richmond, KY 40475]	\$800	80%
LIMITED PARTNER		
Sonder Communities, LLC Attention: Brandon Cutwright 444 East Main Street, Suite 102 Lexington, Kentucky 40507	\$200	20%
TOTAL		100%

SCHEDULE B

GENERAL PARTNER OBLIGATIONS

A. **Referral Business.** For purposes of this Schedule B, the Referral Business shall have the definition set forth in Section C of this Schedule B.

B. **License Maintenance.** General Partner shall, at General Partner's sole expense:

1. Apply for, obtain, and maintain for the Partnership a business entity insurance producer license with the requisite lines of authority to legally receive commissions for all Referral Business ("**Partnership License(s)**").
2. Identify one or more individual(s) with the appropriate insurance producer licenses and lines of authority to serve as the designated responsible producer(s) of the Partnership.
3. Ensure that the Partnership License(s) remain active and good standing throughout the term of the Partnership.
4. Maintain for the General Partner a business entity insurance producer license with the requisite lines of authority to legally sell, solicit, and negotiate all Referral Business ("**General Partner License(s)**").
5. Ensure that the General Partner License(s) remain active and good standing throughout the term of the Partnership.

Notwithstanding anything in the Agreement to the contrary, all expenses related to the application for, and maintenance of all Partnership License(s) and General Partner License(s), including without limitation, the individual license(s) of the designated responsible producer, shall be at the sole expense of the General Partner or its Affiliates and shall not in any way be treated as expenses of the Partnership.

C. **Incentives.** General Partner shall by the 30th day of each month pay over to Partnership 100% of all commissions, including, without limitation, renewal commissions, earned or received by General Partner or any of its Affiliates on any policies of insurance and / or certificates of coverage or similar products placed by General Partner or any Affiliate thereof during the Term of this Agreement or arising as a result of this Agreement on behalf of a customer referred to the General Partner or its Affiliates by the Limited Partner or any of its Affiliates (collectively, the "**Referral Business**"), including, without limitation, insuring landlords and commercial real estate investors against loss for

property damage or liability relating to owning, leasing or managing residential rental units.

General Partner may offset any out-of-pocket return commissions due on properly cancelled Referral Business and shall furnish Limited Partner with a monthly report of all commissions earned and all return commissions.

- D. **Buyout.** If a Partner exercises its right under Section 9.06 to purchase 100% of the other Partners' Partnership Interests, the selling price of such Partnership Interests shall be equal to one hundred fifty percent (150%) of all estimated Incentives to be paid to the Partnership during the twelve-month period commencing upon the date of the purchasing Partners' notice of intent to purchase. Such estimated Incentives shall be determined based upon the amount of Referral Business in force as of the date of the purchasing Partners' notice of intent to purchase.