UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 8-K

CURRENT REPORT Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) July 1, 2025

Redfin Corporation

(Exact name of registrant as specified in its charter)

			,
	Delaware	001-38160	74-3064240
	(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
	or moorporation)	,	identified to 11 No.)
		1099 Stewart Street, Suite 600 Seattle. WA 98101	
		(Address of principal executive offices) (Zip Code)	
		(206) 576-8333	
	(F	Registrant's Telephone Number, Including Area Coo	le)
	(Forme	er Name or Former Address, if Changed Since Last	Report)
	ck the appropriate box below if the Form 8-K filing i visions:	is intended to simultaneously satisfy the filing obligation	tion of the registrant under any of the following
	Written communications pursuant to Rule 425 ur	nder the Securities Act (17 CFR 230.425)	
	Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)		
	□ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))		
	Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))		
Sec	urities registered pursuant to Section 12(b) of the A	.ct:	
	Title of each class	Trading Symbol	Name of each exchange on which registered
	Common Stock, \$0.001 par value per sh		The Nasdaq Global Select Market
	cate by check mark whether the registrant is an em- -2 of the Securities Exchange Act of 1934 (17 CFR		ne Securities Act of 1933 (17 CFR §230.405) or Rule
Em	erging growth company □		
	n emerging growth company, indicate by check mark sed financial accounting standards provided pursua	k if the registrant has elected not to use the extendent to Section 13(a) of the Exchange Act. \Box	ed transition period for complying with any new or

Introductory Note

As previously disclosed, Redfin Corporation, a Delaware corporation ("Redfin" or the "Company"), entered into an Agreement and Plan of Merger ("Merger Agreement"), dated March 9, 2025, by and among Rocket Companies, Inc., a Delaware corporation ("Rocket"), Neptune Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Rocket ("Merger Sub" and, together with Rocket, "Buyer Parties"), and the Company, providing for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Rocket (the "Merger"). On July 1, 2025, the Buyer Parties completed the acquisition of the Company.

Item 1.01. Entry into a Material Definitive Agreement.

Convertible Notes

In connection with the Merger, Rocket became a co-obligor under the 0.00% convertible senior notes due 2025 issued by Redfin in October 2020 (the "2025 Notes") and the 0.50% convertible senior notes due 2027 issued by Redfin in March 2021 (the "2027 Notes" and, together with the 2025 Notes, the "Convertible Notes").

Effective as of July 1, 2025, upon a conversion of the 2025 Notes pursuant to the terms provided for in the indenture governing the 2025 Notes, holders of the 2025 Notes will be entitled to convert each \$1,000 principal amount of such 2025 Notes into 10.9315392 shares of Rocket Class A common stock, par value \$0.00001 per share ("Rocket common stock"). Effective as of July 1, 2025, upon a conversion of the 2027 Notes pursuant to the terms provided for in the indenture governing the 2027 Notes, holders of the 2027 Notes will be entitled to convert each \$1,000 principal amount of such 2027 Notes into 8.4744792

shares of Rocket common stock.

Effective as of July 1, 2025, the Convertible Notes are subject to redemption at Rocket's option if the last reported sale price of shares of Rocket common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading days ending on, and including, the trading day immediately preceding the date on which Rocket provides notice of redemption.

Rocket Notes

On July 1, 2025, Redfin entered into a Supplemental Indenture to the Indenture, dated as of June 20, 2025, among Rocket, U.S. Bank Trust Company, National Association, as trustee, and the guarantors party thereto, governing Rocket's \$2.0 billion 6.125% senior notes due 2030 (the "2030 Rocket Notes") and \$2.0 billion 6.375% senior notes due 2033 (the "2033 Rocket Notes" and together with the 2030 Rocket Notes, the "Rocket Notes"), pursuant to which Redfin has agreed to guarantee Rocket's obligations under the Rocket Notes.

The Rocket Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by Rocket Mortgage, LLC, a Michigan limited liability company ("Rocket Mortgage"), and each of Rocket Mortgage's domestic subsidiaries that are issuers or guarantors under the Rocket Mortgage Notes (as defined below). Upon the consummation of Rocket's previously announced proposed acquisition of Mr. Cooper Group Inc. ("Mr. Cooper" and such acquisition, the "Mr. Cooper Acquisition"), the Rocket Notes will also be guaranteed, jointly and severally, on a senior unsecured basis, by Mr. Cooper and each of Mr. Cooper's subsidiaries that are issuers or guarantors of existing senior notes of Nationstar Mortgage Holdings Inc.'s, a subsidiary of Mr. Cooper (collectively, the "Mr. Cooper Guarantors"). In the future, any subsidiary of Rocket that guarantees or issues any Additional Capital Markets Debt (as defined in the indenture governing the Rocket Notes) will guarantee the Rocket Notes.

The Rocket Notes will be subject to a special mandatory redemption if the Mr. Cooper Acquisition is not consummated by September 30, 2026, and a partial special mandatory redemption 45 days after the Mr. Cooper Acquisition for any of the Rocket Notes proceeds that are not, within 45 days of the Mr. Cooper Acquisition, used to redeem certain of Mr. Cooper's existing senior notes or the repayment of other secured debt of Rocket and its subsidiaries.

The 2030 Rocket Notes mature on August 1, 2030 unless earlier redeemed or repurchased. No sinking fund is provided for the 2030 Rocket Notes. Cash interest on the 2030 Rocket Notes will accrue from June 20, 2025 and is payable semi-annually in arrears on February 1 and August 1 of each year, beginning on February 1, 2026, at a rate of 6.125% per year.

The 2033 Rocket Notes mature on August 1, 2033 unless earlier redeemed or repurchased. No sinking fund is provided for the 2033 Rocket Notes. Cash interest on the 2033 Rocket Notes will accrue from June 20, 2025 and is payable semi-annually in arrears on February 1 and August 1 of each year, beginning on February 1, 2026, at a rate of 6.375% per year.

Prior to August 1, 2027, Rocket may redeem the 2030 Rocket Notes at its option, in whole at any time or in part from time to time, upon giving not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Rocket Notes redeemed, plus a "make-whole" premium and accrued and unpaid interest. On or after August 1, 2027, Rocket may redeem the 2030 Rocket Notes at its option, in whole at any time or in part from time to time, upon giving not less than 10 nor more than 60 days' notice, at the redemption prices set forth in the indenture governing the Rocket Notes.

Rocket may also redeem the 2030 Rocket Notes prior to August 1, 2027, at any time or from time to time, in an amount equal to the net cash proceeds received by Rocket or any parent thereof from any equity offering at a redemption price equal to 106.125% 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 2030 Rocket Notes (calculated after giving effect to any issuance of additional notes that are 2030 Rocket Notes), provided that the redemption takes place not later than 90 days after the closing of the related equity offering; and not less than 50% of the principal amount of the 2030 Rocket Notes remains outstanding immediately thereafter.

Prior to August 1, 2028, Rocket may redeem the 2033 Rocket Notes at its option, in whole at any time or in part from time to time, upon giving not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the 2033 Rocket Notes redeemed, plus a "make-whole" premium and accrued and unpaid interest. On or after August 1, 2028, Rocket may redeem the 2033 Rocket Notes at its option, in whole at any time or in part from time to time, upon giving not less than 10 nor more than 60 days' notice, at the redemption prices set forth in the indenture governing the Rocket Notes.

Rocket may also redeem the 2033 Rocket Notes prior to August 1, 2028, at any time or from time to time, in an amount equal to the net cash proceeds received by Rocket or any parent thereof from any equity offering at a redemption price equal to 106.375% 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 2033 Rocket Notes (calculated after giving effect to any issuance of additional notes that are 2033 Rocket Notes), provided that the redemption takes place not later than 90 days after the closing of the related equity offering; and not less than 50% of the principal amount of the 2033 Rocket Notes remains outstanding immediately thereafter.

The indenture governing the Rocket Notes contains covenants that limit the ability of Rocket and its subsidiaries to, among other things: (i) create liens on assets and (ii) consolidate, merge, sell or otherwise dispose of all or substantially all of their assets. These covenants are subject to a number of important limitations and exceptions. Additionally, upon the occurrence of specified change of control triggering events, Rocket shall offer to repurchase the Rocket Notes at 101% of the principal amount, plus accrued and unpaid interest, if any, to, but not including, the purchase date.

The indenture governing the Rocket Notes sets forth certain events of default after which the Rocket Notes may be declared immediately due and payable and sets forth certain types of bankruptcy or insolvency events of default involving Rocket, or any of their significant subsidiaries, after which the Rocket Notes become automatically due and payable.

Rocket Mortgage Notes

Additionally, on July 1, 2025, Redfin entered into the (i) Third Supplemental Indenture to that certain Indenture, dated as of December 8, 2017 among Rocket Mortgage, Deutsche Bank Company Americas, as trustee ("Deutsche Bank") and the guarantors party thereto, governing Rocket Mortgage's 5.250% senior notes due 2028, of which approximately \$62.0 million remain outstanding (the "2028 Rocket Mortgage Notes"), (ii) Second Supplemental Indenture to that certain Indenture, dated as of September 14, 2020, among Rocket Mortgage, Rocket Mortgage Co-Issuer, Inc., a Michigan corporation ("Rocket Mortgage Co-Issuer"), Deutsche Bank, as trustee, and the guarantors party thereto, governing Rocket Mortgage and Rocket Mortgage Co-Issuer's \$750 million 3.625% senior notes due 2029 (the "2029 Rocket Mortgage Notes") and \$1.25 billion 3.875% senior notes due 2031 (the "2031 Rocket Mortgage Notes") and (iii) Second

Supplemental Indenture to that certain Indenture, dated October 5, 2021 among Rocket Mortgage, Rocket Mortgage Co-Issuer, Deutsche Bank, as trustee, and the guarantors party thereto, governing Rocket Mortgage and Rocket Mortgage Co-Issuer's \$1.15 billion 2.875% senior notes due 2026 (the "2026 Rocket Mortgage Notes") and \$850 million 4.00% senior notes due 2033 (the "2033 Rocket Mortgage Notes" and together, with the 2028 Rocket Mortgage Notes, the 2029 Rocket Mortgage Notes, the "Rocket Mortgage Notes"), pursuant to which the Redfin agreed to guarantee Rocket's obligations under the Rocket Mortgage Notes.

The Rocket Mortgage Notes are guaranteed on an unsecured basis by Rocket and all of Rocket Mortgage's current and future domestic subsidiaries, subject to certain exceptions. Upon the consummation of the Mr. Cooper Acquisition, the Rocket Mortgage Notes will also be guaranteed, jointly and severally, on a senior unsecured basis, by the Mr. Cooper Guarantors.

2028 Rocket Mortgage Notes

The 2028 Rocket Mortgage Notes mature on January 15, 2028 and bear interest at a rate of 5.250% per year. Interest on the 2028 Rocket Mortgage Notes is payable semi-annually on January 15 and July 15 of each year, beginning on July 15, 2018. The 2028 Rocket Mortgage Notes are unsecured. On September 21, 2021, Rocket Mortgage launched a tender offer and concurrent consent solicitation for the 2028 Rocket Mortgage Notes in which Rocket Mortgage repurchased approximately \$948.0 million in aggregate principal amount of the 2028 Rocket Mortgage Notes. In connection with the consent solicitation, Rocket Mortgage executed a supplemental indenture to effect the amendments approved in the consent solicitation, including to eliminate substantially all restrictive covenants, certain events of default, and to shorten the redemption notice period.

2029 Rocket Mortgage Notes

The 2029 Rocket Mortgage Notes mature on March 1, 2029 and bear interest at a rate of 3.625% per year. Interest on the 2029 Rocket Mortgage Notes is payable semi-annually in arrears on March 1 and September 1 of each year, beginning on March 1, 2021. The 2029 Rocket Mortgage Notes are unsecured. The indenture governing the 2029 Rocket Mortgage Notes contains certain covenants limiting Rocket Mortgage's and its subsidiaries ability to, among other things: (i) create liens on assets and (ii) consolidate, merge, sell or otherwise dispose of all or substantially all of their assets. These covenants are subject to a number of important limitations and exceptions. Additionally, upon the occurrence of specified change of control triggering events, Rocket Mortgage shall offer to repurchase the 2029 Rocket Mortgage Notes at 101% of the principal amount, plus accrued and unpaid interest, if any, to, but not including, the purchase date. Failure to comply with these covenants could result in a default under the indenture governing the 2029 Rocket Mortgage Notes unless Rocket Mortgage obtains a waiver of, or otherwise mitigates, the default. The indenture governing the 2029 Rocket Mortgage Notes also contains customary events of default.

2031 Rocket Mortgage Notes

The 2031 Rocket Mortgage Notes are guaranteed on an unsecured basis by all of Rocket Mortgage's current and future domestic subsidiaries, subject to certain exceptions. The 2031 Rocket Mortgage Notes mature on March 1, 2031 and bear interest at a rate of 3.875% per year. Interest on the 2031 Rocket Mortgage Notes is payable semi-annually in arrears on March 1 and September 1 of each year, beginning on March 1, 2021. The 2031 Rocket Mortgage Notes are unsecured. The indenture governing the 2031 Rocket Mortgage Notes contains certain covenants limiting Rocket Mortgage's and its subsidiaries ability to, among other things: (i) create liens on assets and (ii) consolidate, merge, sell or otherwise dispose of all or substantially all of their assets. These covenants are subject to a number of important limitations and exceptions. Additionally, upon the occurrence of specified change of control triggering events, Rocket Mortgage shall offer to repurchase the 2031 Rocket Mortgage Notes at 101% of the principal amount, plus accrued and unpaid interest, if any, to, but not including, the purchase date. Failure to comply with these covenants could result in a default under the indenture governing the 2031 Rocket Mortgage Notes also contains customary events of default.

2026 Rocket Mortgage Notes

The 2026 Rocket Mortgage Notes are guaranteed on an unsecured basis by all of Rocket Mortgage's current and future domestic subsidiaries, subject to certain exceptions. The 2026 Rocket Mortgage Notes mature on October 15, 2026 and bear interest at a rate of 2.875% per year. Interest on the 2026 Rocket Mortgage Notes is payable semi-annually on October 15 and April 15 of each year, beginning on April 15, 2022. The 2026 Rocket Mortgage Notes are unsecured. The indenture governing the 2026 Rocket Mortgage Notes contains certain covenants limiting Rocket Mortgage's and its subsidiaries' ability to, among other things: (i) create liens on assets and (ii) consolidate, merge, sell or otherwise dispose of all or substantially all of their assets. These covenants are subject to a number of important limitations and exceptions. Additionally, upon the occurrence of specified change of control triggering events, Rocket Mortgage shall offer to repurchase the 2026 Rocket Mortgage Notes at 101% of the principal amount, plus accrued and unpaid interest, if any, to, but not including, the purchase date. Failure to comply with these covenants could result in a default under the indenture governing the 2026 Rocket Mortgage Notes unless Rocket Mortgage obtains a waiver of, or otherwise mitigates, the default. The indenture governing the 2026 Rocket Mortgage Notes also contains customary events of default.

2033 Rocket Mortgage Notes

The 2033 Rocket Mortgage Notes are guaranteed on an unsecured basis by all of Rocket Mortgage's current and future domestic subsidiaries, subject to certain exceptions. The 2033 Rocket Mortgage Notes mature on October 15, 2033 and bear interest at a rate of 4.000% per year. Interest on the 2033 Rocket Mortgage Notes is payable semi-annually on October 15 and April 15 of each year, beginning on April 15, 2022. The 2033 Rocket Mortgage Notes are unsecured. The indenture governing the 2033 Rocket Mortgage Notes contains certain covenants limiting Rocket Mortgage's and its subsidiaries ability to, among other things: (i) create liens on assets and (ii) consolidate, merge, sell or otherwise dispose of all or substantially all of their assets. These covenants are subject to a number of important limitations and exceptions. Additionally, upon the occurrence of specified change of control triggering events, Rocket Mortgage shall offer to repurchase the 2033 Rocket Mortgage Notes at 101% of the principal amount, plus accrued and unpaid interest, if any, to, but not including, the purchase date. Failure to comply with these covenants could result in a default under the indenture governing the 2033 Rocket Mortgage Notes unless Rocket Mortgage obtains a waiver of, or otherwise mitigates, the default. The indenture governing the 2033 Rocket Mortgage Notes also contains customary events of default.

The foregoing description of the Convertible Notes, Rocket Notes and Rocket Mortgage Notes does not purport to be complete and is qualified in its entirety by reference to the indentures and supplemental indentures governing such Convertible Notes, Rocket Notes and Rocket Mortgage Notes, copies of which are filed as Exhibit 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7 to this Current Report on Form 8-K and are incorporated into this Current Report on Form 8-K by reference in their entirety.

In connection with the consummation of the Merger and pursuant to the provisions of the first-lien term loan facility between Redfin and Apollo Capital Management, L.P. and its affiliates, Redfin will repay all outstanding borrowings under the facility and all commitments and obligations outstanding under the facility will be terminated.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On July 1, 2025, the Merger was completed and Redfin became a wholly owned subsidiary of Rocket.

At the effective time of the Merger (the "Effective Time"), each outstanding share of Redfin common stock, par value \$0.001 per share (collectively, the "Redfin Shares") (other than Redfin Shares owned directly or indirectly by the Company, Rocket, Merger Sub or any of Rocket's or Merger Sub's respective wholly owned subsidiaries immediately prior to the Effective Time), was automatically converted into the right to receive 0.7926 shares (the "Exchange Ratio") of Rocket common stock and cash payable in lieu of fractional shares, without interest and subject to any applicable withholding taxes.

In addition, pursuant to the Merger Agreement, at the Effective Time:

- each option to purchase Redfin Shares granted by Redfin that was unexpired, unexercised and outstanding as of the Effective Time, whether
 vested or unvested (each, a "Redfin Option"), was assumed by Rocket and converted into an option to acquire that number of shares of
 Rocket common stock equal to the product obtained by multiplying (x) the number of Redfin Shares subject to such Redfin Option by (y) the
 Exchange Ratio (each, an "Assumed Option") and the exercise price of the Assumed Option was equal to the exercise price of the Redfin
 Option divided by the Exchange Ratio; and
- each restricted stock unit granted by Redfin, including performance-based restricted stock units ("RSUs") converted to time-based RSUs in
 accordance with their terms and the Merger Agreement, that was unexpired, unsettled and outstanding as of the Effective Time, whether
 vested or unvested (each, a "Redfin RSU"), was assumed by Rocket and converted into an award to receive that number of shares of Rocket
 common stock equal to the product obtained by multiplying (x) the number of Redfin Shares subject to such Redfin RSU by (y) the Exchange
 Ratio; in each case, with substantially identical terms and conditions as were applicable to the corresponding Redfin awards immediately
 prior to the Effective Time, except as such terms and conditions were modified by the Merger Agreement.

The description of the Merger and the Merger Agreement contained in this Item 2.01 does not purport to be complete and is subject to, and qualified in its entirety by reference to, the Merger Agreement, which was filed by the Company with the Securities and Exchange Commission ("SEC") on March 9, 2025 as Exhibit 2.1 to the Company's Current Report on Form 8-K, and is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

The information set forth in the Introductory Note and in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

On July 1, 2025, the Company notified The Nasdaq Stock Market LLC ("Nasdaq") that the Merger had been consummated and requested that Nasdaq suspend trading of Redfin Shares on Nasdaq prior to the opening of trading on July 1, 2025. The Company also requested that Nasdaq file with the SEC a notification of removal from listing and registration on Form 25 to effect the delisting of all shares of Redfin Shares from Nasdaq, as well as the deregistration of such Redfin Shares under Section 12(b) of the Securities Exchange Act of 1934, as amended ("Exchange Act"). As a result, Redfin Shares will no longer be listed on Nasdaq.

In addition, the Company intends to file with the SEC a certification on Form 15, requesting the termination of registration of the shares of Redfin Shares under Section 12(g) of the Exchange Act and the suspension of the Company's reporting obligations under Sections 13 and 15(d) of the Exchange Act with respect to the shares of Redfin Shares.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in the Introductory Note and in Items 2.01, 3.01, 5.01 and 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Item 5.01. Changes in Control of Registrant.

The information set forth in the Introductory Note and in Items 2.01, 3.01 and 5.02 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

As a result of the consummation of the Merger, a change in control of the Company occurred, and the Company became a wholly owned subsidiary of Rocket.

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

The information set forth in the Introductory Note and in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

Pursuant to the Merger Agreement, at the Effective Time, the members of the Board of Directors of the Company immediately prior to the Effective Time ceased to be directors of the Company, and Brian Brown and Varun Krishna were appointed as directors of the Company.

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

The information set forth in the Introductory Note and in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

Pursuant to the Merger Agreement, at the Effective Time, the Certificate of Incorporation of the Company was amended and restated in its entirety to be in the form attached to the Certificate of Merger (the form of which was attached as Exhibit B to the Merger Agreement). In addition, at the Effective Time, subject to the provisions of the Merger Agreement, Merger Sub's Bylaws, as in effect immediately prior to the Effective Time, became the bylaws of the Company.

Item 9.01. Exhibits.

(d) Exhibits:

No.	<u>Description</u>		
2.1	Agreement and Plan of Merger, dated as of March 9, 2025 by and among Rocket Companies, Inc., Redfin Corporation and Neptune Merger Sub, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K, as filed with the Securities and Exchange Commission on March 10, 2025)		
4.1	Supplemental Indenture, dated as of July 1, 2025, between Redfin Corporation, Rocket Companies, Inc. and Wells Fargo Bank, National Association		
4.2	Supplemental Indenture, dated as of July 1, 2025, between Redfin Corporation, Rocket Companies, Inc. and Wells Fargo Bank, National Association		
4.3	Indenture, dated as of June 20, 2025, among Rocket Companies, Inc., U.S. Bank Trust Company, National Association, as trustee, and the guarantors party thereto (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K, as filed with the Securities and Exchange Commission on June 23, 2025)		
4.4	Supplemental Indenture, dated as of July 1, 2025, between Redfin Corporation, Rocket Companies, Inc. and U.S. Bank Trust Company, National Association		
4.5	Third Supplemental Indenture, dated as of July 1, 2025, between Redfin Corporation, Rocket Mortgage, LLC and Deutsche Bank Trust Company Americas		
4.6	Second Supplemental Indenture, dated as of July 1, 2025, between Redfin Corporation, Rocket Mortgage, LLC, Rocket Mortgage Co-Issuer, Inc. and Deutsche Bank Trust Company Americas		
4.7	Second Supplemental Indenture, dated as of July 1, 2025, between Redfin Corporation, Rocket Mortgage, LLC, Rocket Mortgage Co-Issuer, Inc. and Deutsche Bank Trust Company Americas		
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)		

SIGNATURES

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

Redfin Corporation (Registrant)

Date: July 1, 2025

/s/ Chris Nielsen Chris Nielsen

Chief Financial Officer

SUPPLEMENTAL INDENTURE

This SUPPLEMENTAL INDENTURE, dated as of July 1, 2025 (this "Supplemental Indenture"), is entered into among REDFIN CORPORATION, a Delaware corporation (the "Company"), ROCKET COMPANIES, INC., a Delaware corporation ("Rocket"), and COMPUTERSHARE TRUST COMPANY, N.A. (as successor to WELLS FARGO BANK, NATIONAL ASSOCIATION), as trustee (the "Trustee").

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of October 20, 2020 (the "Indenture"), between the Company and the Trustee, providing for the issuance of the 0.00% Convertible Senior Notes due 2025 (the "Notes");

WHEREAS:

- (a) on March 9, 2025, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with, among other parties, Rocket and Neptune Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Rocket ("Merger Sub");
- (b) pursuant to the Merger Agreement, and subject to the terms and conditions thereof, on the date hereof, Merger Sub merged with and into the Company, with the Company continuing as the surviving corporation and becoming a direct wholly-owned subsidiary of Rocket (the "Merger");
- (c) pursuant to the Merger Agreement, at the effective time of the Merger (the " <u>Effective Time</u>"), each share of common stock, \$0.001 par value per share, of the Company (the "<u>Common Stock</u>") issued and outstanding immediately prior to the Effective Time (other than Common Stock held by (i) the Company, including in treasury, (ii) Rocket or (iii) Rocket's subsidiaries, including Merger Sub) converted automatically into the right to receive 0.7926 shares of common stock, par value \$0.00001 per share of Rocket (the "<u>Rocket Common Stock</u>"), which shall constitute a Unit of Reference Property for purposes of the Indenture;
 - (d) following the Merger, Rocket may cause the Company to be converted to a Delaware limited liability company;
 - (e) the Merger constitutes a Share Exchange Event;
- (f) pursuant to Section 14.07 of the Indenture, the Company and Rocket are required to execute and deliver to the Trustee a supplemental indenture providing for, among other things, (i) the right to convert each \$1,000 principal amount of Notes into the kind and amount of shares of stock, other securities, other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to the Share Exchange Event would have owned or been entitled to receive upon such Share Exchange Event and (ii) such additional provisions to protect the interests of the Holders of the Notes as the Board of Directors shall reasonably consider necessary by reason of the foregoing;
- (g) Section 10.01(g) of the Indenture provides that the Company and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental thereto, without the consent of any Holder of the Notes at the time outstanding, in connection with any Share Exchange Event, to provide that the Notes are convertible into Reference Property, subject to the provisions of Section 14.02 of the Indenture, and to make such related changes to the terms of the Notes to the extent expressly required by Section 14.07;
- (h) Section 10.01(f) of the Indenture provides that the Company and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental thereto, without the consent of any Holder of the Notes at the time outstanding, to make any change that does not adversely affect the rights of any Holder in any material respect;
- (i) Rocket wishes to become a co-issuer of the Notes and become jointly and severally liable with the Company for the obligations of the Company under the Notes and the Indenture;
- (j) the Company and Rocket wish to provide for the conversion of the Notes into shares of Rocket Common Stock under Article 14 of the Indenture:

WHEREAS, the Company has complied with all conditions precedent provided for in the Indenture relating to this Supplemental Indenture, including the receipt by the Trustee of an Officers' Certificate and Opinion of Counsel as contemplated by Section 10.05 and 17.05 of the Indenture; and

WHEREAS, the Trustee is authorized to execute and deliver this Supplemental Indenture pursuant to Section 10.01 of the Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I DEFINITIONS

SECTION 1.01 Definitions.

- (a) All capitalized terms used but not defined in this Supplemental Indenture shall have the meanings ascribed to such terms in the Indenture.
- (b) "<u>Rocket</u>" shall mean Rocket Companies, Inc., a Delaware corporation, and, subject to the provisions of Article 11, shall include its successors and assigns.
- (c) "<u>Unit of Reference Property</u>" means 0.7926 fully paid and nonassessable shares of Class A common stock, par value \$0.00001, of Rocket.

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ARTICLE II MODIFICATIONS TO INDENTURE RELATING TO SHARE EXCHANGE EVENT

SECTION 2.01. Conversion Right. Pursuant to Section 14.07 of the Indenture, as a result of the Share Exchange Event, at and after the Effective Time:

(a) the right to convert each \$1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes into the number of Units of Reference Property equal to the Conversion Rate in effect immediately prior to the Effective Time. The initial Conversion Rate, after giving effect to the Merger, is 10.9315392 shares of Rocket Common Stock;

- (b) (i) the Company shall continue to have the right to determine the Settlement Method applicable upon conversion of Notes in accordance with Section 14.02 of the Indenture and (ii)(A) any amount payable in cash upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall continue to be payable in cash, (B) any shares of Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall instead be deliverable in Units of Reference Property, and (C) the Daily VWAP shall be calculated based on the value of a Unit of Reference Property;
- (c) unless the context otherwise requires, the definitions of "Daily Settlement Amount", "Effective Date," "Ex-Dividend Date," "Record Date," "Market Disruption Event" "Scheduled Trading Day," "Trading Day" and "Trading Price" shall be determined by reference to Rocket Common Stock; and
- (d) the provisions of the Indenture, as modified herein, including without limitation, (i) all references and provisions respecting the terms "Common Stock," "Conversion Price," "Conversion Rate," "Daily VWAP," and "Last Reported Sale Price" and (ii) the provisions of Article 14 of the Indenture, shall continue to apply, mutatis mutandis, to the Holders' right to convert each Note into the Reference Property.
- SECTION 2.02. Anti-Dilution Adjustments. As and to the extent required by Section 14.07(a) of the Indenture, the Conversion Rate shall be subject to anti-dilution and other adjustments with respect to the Reference Property constituting Rocket Common Stock that shall be as nearly equivalent as is possible to the adjustments provided for in Article 14 of the Indenture.
- SECTION 2.03. Repurchase of Notes at Option of Holders. References to the "Company" and to "Common Stock" in the definition of "Fundamental Change" in Section 1.01 of the Indenture shall instead be references to "Rocket" and "Rocket Common Stock," respectively. Except as amended hereby, the purchase rights set forth in Article 15 of the Indenture shall continue to apply.

ARTICLE III MODIFICATIONS TO INDENTURE RELATING TO ROCKET

SECTION 3.01. Rocket Co-Obligor. (a) Rocket, by its execution of this Supplemental Indenture, (i) covenants and agrees, jointly and severally with the Company, for the benefit of the holders of the Notes and the Trustee, that it will fully, duly and punctually pay, when due (whether at stated maturity, upon redemption, by

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acceleration or otherwise) all obligations of the Company under the Indenture and the Notes, whether for payment of principal of, premium, if any, or interest on the Notes, and all expenses, indemnification and other amounts payable by the Company under the Indenture and the Notes in accordance with the terms of the Indenture and the Notes, (ii) agrees to unconditionally assume and comply with the other obligations, terms and conditions applicable to the Company under the Indenture and (iii) agrees to issue shares of Rocket Common Stock as necessary to satisfy any obligations with respect to any Notes validly surrendered for conversion pursuant to the Indenture.

- (b) Notwithstanding Sections 4.05 and 11.01(a) of the Indenture, any requirement that the Company be a corporation or maintain its corporate existence shall be deemed satisfied so long as the Company maintains its existence, whether as a corporation or a limited liability company, and Rocket (or any successor) is, and continues to exist, as a corporation.
- (c) Upon the satisfaction and discharge of the Indenture in accordance with Article 3 of the Indenture, Rocket will be released and relieved of any obligations under the Indenture and the Notes.

ARTICLE IV ACCEPTANCE OF SUPPLEMENTAL INDENTURE

SECTION 4.01. <u>Trustee's Acceptance</u>. The Trustee hereby accepts this Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 5.01. Effect of Supplemental Indenture. Upon the execution and delivery of this Supplemental Indenture by the Company, Rocket and the Trustee, the Indenture shall be supplemented and amended in accordance herewith, and this Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter of Notes authenticated and delivered under the Indenture shall be bound hereby. All the provisions of this Supplemental Indenture shall thereby be deemed to be incorporated in, and a part of, the Indenture; and the Indenture, as supplemented and amended by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

SECTION 5.02. <u>Indenture Remains in Full Force and Effect</u>. Except as supplemented or amended hereby, all other provisions in the Indenture and the Notes, to the extent not inconsistent with the terms and provisions of this Supplemental Indenture, shall remain in full force and effect and is in all respects confirmed and preserved.

SECTION 5.03. <u>Headings</u>. The titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

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SECTION 5.04. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. This Supplemental Indenture (and any document executed in connection with this Indenture) shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Sig

SECTION 5.05. <u>Governing Law</u>. THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF).

SECTION 5.06. <u>Severability</u>. In the event any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

SECTION 5.07. <u>Waiver of Jury Trial</u>. **EACH OF THE COMPANY, ROCKET AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO**THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT
OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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SECTION 5.08. <u>Trustee Makes No Representation</u>. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company and Rocket, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company and Rocket by action or otherwise, (iii) the due execution hereof by the Company and Rocket or (iv) the consequences of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

[Signature Pages Follow]

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

REDFIN CORPORATION

By: /s/ Tina V. John

Name: Tina V. John Title: Secretary

[Signature Page to Supplemental Indenture for 0.00% Convertible Notes due 2025]

ROCKET COMPANIES, INC., as Co-Issuer

By: /s/ Tina V. John

Name: Tina V. John
Title: Corporate Secretary

[Signature Page to Supplemental Indenture for 0.00% Convertible Notes due 2025]

COMPUTERSHARE TRUST COMPANY, N.A. (as successor to WELLS FARGO BANK, NATIONAL ASSOCIATION), as Trustee

By: /s/ Sara Corcoran

Name: Sara Corcoran Title: Officer

[Signature Page to Supplemental Indenture for 0.00% Convertible Notes due 2025]

SUPPLEMENTAL INDENTURE

This SUPPLEMENTAL INDENTURE, dated as of July 1, 2025 (this "Supplemental Indenture"), is entered into among REDFIN CORPORATION, a Delaware corporation (the "Company"), ROCKET COMPANIES, INC., a Delaware corporation ("Rocket"), and COMPUTERSHARE TRUST COMPANY, N.A. (as successor to WELLS FARGO BANK, NATIONAL ASSOCIATION), as trustee (the "Trustee").

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of March 25, 2021 (the "Indenture"), between the Company and the Trustee, providing for the issuance of the 0.50% Convertible Senior Notes due 2027 (the "Notes");

WHEREAS:

- (a) on March 9, 2025, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with, among other parties, Rocket and Neptune Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Rocket ("Merger Sub");
- (b) pursuant to the Merger Agreement, and subject to the terms and conditions thereof, on the date hereof, Merger Sub merged with and into the Company, with the Company continuing as the surviving corporation and becoming a direct wholly-owned subsidiary of Rocket (the "Merger");
- (c) pursuant to the Merger Agreement, at the effective time of the Merger (the " <u>Effective Time</u>"), each share of common stock, \$0.001 par value per share, of the Company (the "<u>Common Stock</u>") issued and outstanding immediately prior to the Effective Time (other than Common Stock held by (i) the Company, including in treasury, (ii) Rocket or (iii) Rocket's subsidiaries, including Merger Sub) converted automatically into the right to receive 0.7926 shares of common stock, par value \$0.00001 per share of Rocket (the "<u>Rocket Common Stock</u>"), which shall constitute a Unit of Reference Property for purposes of the Indenture;
 - (d) following the Merger, Rocket may cause the Company to be converted to a Delaware limited liability company;
 - (e) the Merger constitutes a Share Exchange Event;
- (f) pursuant to Section 14.07 of the Indenture, the Company and Rocket are required to execute and deliver to the Trustee a supplemental indenture providing for, among other things, (i) the right to convert each \$1,000 principal amount of Notes into the kind and amount of shares of stock, other securities, other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to the Share Exchange Event would have owned or been entitled to receive upon such Share Exchange Event and (ii) such additional provisions to protect the interests of the Holders of the Notes as the Board of Directors shall reasonably consider necessary by reason of the foregoing;
- (g) Section 10.01(g) of the Indenture provides that the Company and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental thereto, without the consent of any Holder of the Notes at the time outstanding, in connection with any Share Exchange Event, to provide that the Notes are convertible into Reference Property, subject to the provisions of Section 14.02 of the Indenture, and to make such related changes to the terms of the Notes to the extent expressly required by Section 14.07;
- (h) Section 10.01(f) of the Indenture provides that the Company and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental thereto, without the consent of any Holder of the Notes at the time outstanding, to make any change that does not adversely affect the rights of any Holder in any material respect;
- (i) Rocket wishes to become a co-issuer of the Notes and become jointly and severally liable with the Company for the obligations of the Company under the Notes and the Indenture;
- (j) the Company and Rocket wish to provide for the conversion of the Notes into shares of Rocket Common Stock under Article 14 of the Indenture:

WHEREAS, the Company has complied with all conditions precedent provided for in the Indenture relating to this Supplemental Indenture, including the receipt by the Trustee of an Officers' Certificate and Opinion of Counsel as contemplated by Section 10.05 and 17.05 of the Indenture; and

WHEREAS, the Trustee is authorized to execute and deliver this Supplemental Indenture pursuant to Section 10.01 of the Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I DEFINITIONS

SECTION 1.01 Definitions.

- (a) All capitalized terms used but not defined in this Supplemental Indenture shall have the meanings ascribed to such terms in the Indenture.
- (b) "<u>Rocket</u>" shall mean Rocket Companies, Inc., a Delaware corporation, and, subject to the provisions of Article 11, shall include its successors and assigns.
- (c) "<u>Unit of Reference Property</u>" means 0.7926 fully paid and nonassessable shares of Class A common stock, par value \$0.00001, of Rocket.

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ARTICLE II MODIFICATIONS TO INDENTURE RELATING TO SHARE EXCHANGE EVENT

SECTION 2.01. Conversion Right. Pursuant to Section 14.07 of the Indenture, as a result of the Share Exchange Event, at and after the Effective Time:

(a) the right to convert each \$1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes into the number of Units of Reference Property equal to the Conversion Rate in effect immediately prior to the Effective Time. The initial Conversion Rate, after giving effect to the Merger, is 8.4744792 shares of Rocket Common Stock;

- (b) (i) the Company shall continue to have the right to determine the Settlement Method applicable upon conversion of Notes in accordance with Section 14.02 of the Indenture and (ii)(A) any amount payable in cash upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall continue to be payable in cash, (B) any shares of Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall instead be deliverable in Units of Reference Property, and (C) the Daily VWAP shall be calculated based on the value of a Unit of Reference Property;
- (c) unless the context otherwise requires, the definitions of "Daily Settlement Amount", "Effective Date," "Ex-Dividend Date," "Record Date," "Market Disruption Event" "Scheduled Trading Day," "Trading Day" and "Trading Price" shall be determined by reference to Rocket Common Stock; and
- (d) the provisions of the Indenture, as modified herein, including without limitation, (i) all references and provisions respecting the terms "Common Stock," "Conversion Price," "Conversion Rate," "Daily VWAP," and "Last Reported Sale Price" and (ii) the provisions of Article 14 of the Indenture, shall continue to apply, mutatis mutandis, to the Holders' right to convert each Note into the Reference Property.
- SECTION 2.02. Anti-Dilution Adjustments. As and to the extent required by Section 14.07(a) of the Indenture, the Conversion Rate shall be subject to anti-dilution and other adjustments with respect to the Reference Property constituting Rocket Common Stock that shall be as nearly equivalent as is possible to the adjustments provided for in Article 14 of the Indenture.
- SECTION 2.03. Repurchase of Notes at Option of Holders. References to the "Company" and to "Common Stock" in the definition of "Fundamental Change" in Section 1.01 of the Indenture shall instead be references to "Rocket" and "Rocket Common Stock," respectively. Except as amended hereby, the purchase rights set forth in Article 15 of the Indenture shall continue to apply.

ARTICLE III MODIFICATIONS TO INDENTURE RELATING TO ROCKET

SECTION 3.01. Rocket Co-Obligor. (a) Rocket, by its execution of this Supplemental Indenture, (i) covenants and agrees, jointly and severally with the Company, for the benefit of the holders of the Notes and the Trustee, that it will fully, duly and punctually pay, when due (whether at stated maturity, upon redemption, by

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acceleration or otherwise) all obligations of the Company under the Indenture and the Notes, whether for payment of principal of, premium, if any, or interest on the Notes, and all expenses, indemnification and other amounts payable by the Company under the Indenture and the Notes in accordance with the terms of the Indenture and the Notes, (ii) agrees to unconditionally assume and comply with the other obligations, terms and conditions applicable to the Company under the Indenture and (iii) agrees to issue shares of Rocket Common Stock as necessary to satisfy any obligations with respect to any Notes validly surrendered for conversion pursuant to the Indenture.

- (b) Notwithstanding Sections 4.05 and 11.01(a) of the Indenture, any requirement that the Company be a corporation or maintain its corporate existence shall be deemed satisfied so long as the Company maintains its existence, whether as a corporation or a limited liability company, and Rocket (or any successor) is, and continues to exist, as a corporation.
- (c) Upon the satisfaction and discharge of the Indenture in accordance with Article 3 of the Indenture, Rocket will be released and relieved of any obligations under the Indenture and the Notes.

ARTICLE IV ACCEPTANCE OF SUPPLEMENTAL INDENTURE

SECTION 4.01. <u>Trustee's Acceptance</u>. The Trustee hereby accepts this Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 5.01. Effect of Supplemental Indenture. Upon the execution and delivery of this Supplemental Indenture by the Company, Rocket and the Trustee, the Indenture shall be supplemented and amended in accordance herewith, and this Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter of Notes authenticated and delivered under the Indenture shall be bound hereby. All the provisions of this Supplemental Indenture shall thereby be deemed to be incorporated in, and a part of, the Indenture; and the Indenture, as supplemented and amended by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

SECTION 5.02. <u>Indenture Remains in Full Force and Effect</u>. Except as supplemented or amended hereby, all other provisions in the Indenture and the Notes, to the extent not inconsistent with the terms and provisions of this Supplemental Indenture, shall remain in full force and effect and is in all respects confirmed and preserved.

SECTION 5.03. <u>Headings</u>. The titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

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SECTION 5.04. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. This Supplemental Indenture (and any document executed in connection with this Indenture) shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Sig

SECTION 5.05. <u>Governing Law</u>. THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF).

SECTION 5.06. <u>Severability</u>. In the event any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

SECTION 5.07. <u>Waiver of Jury Trial</u>. **EACH OF THE COMPANY, ROCKET AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO**THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT
OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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SECTION 5.08. <u>Trustee Makes No Representation</u>. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company and Rocket, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company and Rocket by action or otherwise, (iii) the due execution hereof by the Company and Rocket or (iv) the consequences of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

[Signature Pages Follow]

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

REDFIN CORPORATION

By: /s/ Tina V. John

Name: Tina V. John Title: Secretary

[Signature Page to Supplemental Indenture for 0.50% Convertible Notes due 2027]

ROCKET COMPANIES, INC., as Co-Issuer

By: /s/ Tina V. John

Name: Tina V. John Title: Corporate Secretary

[Signature Page to Supplemental Indenture for 0.50% Convertible Notes due 2027]

COMPUTERSHARE TRUST COMPANY, N.A. (as successor to WELLS FARGO BANK, NATIONAL ASSOCIATION), as Trustee

By: /s/ Sara Corcoran

Name: Sara Corcoran Title: Officer

[Signature Page to Supplemental Indenture for 0.50% Convertible Notes due 2027]

SUPPLEMENTAL INDENTURE

dated as of July 1, 2025

among

ROCKET COMPANIES, INC.,

The Guarantor Party Hereto

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

As Trustee

6.125% Senior Notes due 2030

and

6.375% Senior Notes due 2033

THIS SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), entered into as of July 1, 2025, among ROCKET COMPANIES, INC., a Delaware corporation (the "Issuer"), REDFIN CORPORATION, a Delaware corporation (the "Undersigned") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the "Trustee").

RECITALS

WHEREAS, the Issuer, the Guarantors party thereto and the Trustee entered into the Indenture, dated as of June 20, 2025 (the "Indenture"), relating to the Issuer's 6.125% Senior Notes due 2030 and 6.375% Senior Notes due 2033 (collectively, the "Notes"); and

WHEREAS, as a condition to the Trustee entering into the Indenture and the purchase of the Notes by the Holders, the Issuer agreed pursuant to the Indenture to cause certain of its Subsidiaries to provide Guaranties as set forth in <u>Section 4.05</u> of the Indenture.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Supplemental Indenture hereby agree as follows:

Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

Section 2. The Undersigned, by its execution of this Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Guarantors, including, but not limited to, <u>Article 10</u> thereof.

Section 3. The Trustee, by execution of this Supplemental Indenture, accepts the amendments to the Indenture effected by this Supplemental Indenture, subject to the terms and conditions set forth in the Indenture, including the terms and conditions defining and limiting the liabilities and responsibilities of the Trustee and Agents. Without limiting the generality of the foregoing, neither the Trustee nor any Agent shall be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained in this Supplemental Indenture, which recitals or statements are made solely by the Issuer and the Undersigned, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Issuer and the Undersigned by action or otherwise, (iii) the due execution hereof by the Issuer and the Undersigned or (iv) the consequences of any amendment herein provided for, and neither the Trustee nor any Agent makes any representation with respect to any such matters.

Section 4. The Issuer and the Undersigned hereby represents and warrants that this Supplemental Indenture is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 5. This Supplemental Indenture, and any claim, controversy, or dispute arising under or related to this Supplemental Indenture, shall be governed by and construed in accordance with the laws of the State of New York.

Section 6. This Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures, including those created or transmitted through a software platform or application, shall be deemed original signatures for purposes of this Indenture and all other related documents and all matters and agreements related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. The parties agree that this Supplemental Indenture or any other related document or any instrument, agreement or document necessary for the consummation of the transactions contemplated by this Supplemental Indenture or the other related documents or related hereto or thereto (including, without limitation, addendums, amendments, notices, instructions, communications with respect

to the delivery of securities or the wire transfer of funds or other communications) ("Executed Documentation") may be accepted, executed or agreed to through the use of an electronic signature in accordance with applicable laws, rules and regulations in effect from time to time applicable to the effectiveness and enforceability of electronic signatures. Any Executed Documentation accepted, executed or agreed to in conformity with such laws, rules and regulations 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 third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto or thereto. When the Trustee acts on any Executed Documentation sent by electronic transmission, the Trustee will not be responsible or liable for any losses, costs or expenses arising directly or indirectly from its reliance upon and compliance with such Executed Documentation, notwithstanding that such Executed Documentation (a) may not be an authorized or authentic communication of the party involved or in the form such party sent or intended to send (whether due to fraud, distortion or otherwise) or (b) may conflict with, or be inconsistent with, a subsequent written instruction or communication; it being understood and agreed that the Trustee shall conclusively presume that Executed Documentation that purports to have been sent by an authorized officer of a Person has been sent by an authorized officer of such Person. The party providing Executed Documentation through electronic transmission or otherwise with electronic signatures agrees to assume all risks arising out of such electronic methods, including, without limitation, the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties.

Section 7. This Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Supplemental Indenture will henceforth be read together.

[Signature Page Follows]

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

ROCKET COMPANIES, INC., as Issuer

By: /s/ Brian Brown

Name: Brian Brown

Title: Chief Financial Officer, Treasurer

REDFIN CORPORATION

as Guarantor

By: /s/ Tina V. John

Name: Tina V. John Title: Secretary

 $\hbox{ U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION }$

as Trustee

By: /s/ James Kowalski

Name: James Kowalski Title: Vice President

[Signature Page to Supplemental Indenture for Indenture dated June 20, 2025]

THIRD SUPPLEMENTAL INDENTURE

dated as of July 1, 2025

among

ROCKET MORTGAGE, LLC,

The Guarantor(s) Party Hereto

and

DEUTSCHE BANK TRUST COMPANY AMERICAS

As Trustee

5.250% Senior Notes due 2028

THIS THIRD SUPPLEMENTAL INDENTURE (this "Third Supplemental Indenture"), entered into as of July 1, 2025, among Rocket Mortgage, LLC (formerly Quicken Loans Inc.), a Michigan limited liability company (the "Issuer"), Redfin Corporation, a Delaware corporation (the "Undersigned") and Deutsche Bank Trust Company Americas, as trustee (the "Trustee").

RECITALS

WHEREAS, the Issuer, the Guarantors party thereto and the Trustee entered into the Indenture, dated as of December 8, 2017, as supplemented by the First Supplemental Indenture, dated as of October 4, 2021, among the Issuer, the Guarantors party thereto and the Trustee and the Second Supplemental Indenture, dated as of June 20, 2025, among the Issuer, the Guarantor party thereto and the Trustee (as so supplemented, the "Indenture"), relating to the Issuer's 5.250% Senior Notes due 2028 (the "Notes"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Issuer and the Trustee may, without the consent of any Noteholder, supplement the Indenture to provide for any Guarantee of the Notes.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Third Supplemental Indenture hereby agree as follows:

- Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.
- Section 2. The Undersigned, by its execution of this Third Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Guarantors, including, but not limited to, <u>Article 10</u> thereof.

Section 3. The Trustee, by execution of this Third Supplemental Indenture, accepts the amendments to the Indenture effected by this Third Supplemental Indenture, subject to the terms and conditions set forth in the Indenture, including the terms and conditions defining and limiting the liabilities and responsibilities of the Trustee and Agents. Without limiting the generality of the foregoing, neither the Trustee nor any Agent shall be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained in this Third Supplemental Indenture, which recitals or statements are made solely by the Issuer and the Undersigned, or for or with respect to (i) the validity or sufficiency of this Third Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Issuer and the Undersigned or (iv) the consequences of any amendment herein provided for, and neither the Trustee nor any Agent makes any representation with respect to any such matters.

Section 4. Each of the Issuer and the Undersigned hereby represents and warrants that this Third Supplemental Indenture is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer,

reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 5. This Third Supplemental Indenture, and any claim, controversy, or dispute arising under or related to this Third Supplemental Indenture, shall be governed by and construed in accordance with the laws of the State of New York.

- Section 6. This Third Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument.
- Section 7. This Third Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Third Supplemental Indenture will henceforth be read together.

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

ROCKET MORTGAGE, LLC as Issuer

By: /s/ Panayiotis "Pete" Mareskas

Name: Panayiotis "Pete" Mareskas

Title: Treasurer

REDFIN CORPORATION

As Guarantor

By: /s/ Tina V. John

Name: Tina V. John Title: Secretary

DEUTSCHE BANK TRUST COMPANY AMERICAS

as Trustee

By: /s/ Carol Ng

Name: Carol Ng
Title: Vice President

By: /s/ Sebastian Hidalgo

Name: Sebastian Hidalgo
Title: Assistant Vice President

[Signature Page to Third Supplemental Indenture for Indenture dated December 8, 2017]

SECOND SUPPLEMENTAL INDENTURE

dated as of July 1, 2025

among

ROCKET MORTGAGE, LLC,

ROCKET MORTGAGE CO-ISSUER, INC.,

The Guarantor(s) Party Hereto

and

DEUTSCHE BANK TRUST COMPANY AMERICAS

As Trustee

3.625% Senior Notes due 2029

and

3.875% Senior Notes due 2031

THIS SECOND SUPPLEMENTAL INDENTURE (this "Second Supplemental Indenture"), entered into as of July 1, 2025, among ROCKET MORTGAGE, LLC, a Michigan limited liability company ("Rocket Mortgage"), and ROCKET MORTGAGE CO-ISSUER, INC., a Michigan corporation (each, an "Issuer" and collectively, the "Issuers"), Redfin Corporation, a Delaware corporation (the "Undersigned") and Deutsche Bank Trust Company Americas, as trustee (the "Trustee").

RECITALS

WHEREAS, the Issuers, the Guarantors party thereto and the Trustee entered into the Indenture, dated as of September 14, 2020, as supplemented by the Supplemental Indenture, dated as of June 20, 2025, among the Issuers, the Guarantor party thereto and the Trustee (as so supplemented, the "**Indenture**"), relating to the Issuers' 3.625% Senior Notes due 2029 and 3.875% Senior Notes due 2031 (collectively, the "**Notes**"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Issuers and the Trustee may, without the consent of any Noteholder, supplement the Indenture to provide for any Guarantee of the Notes.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Second Supplemental Indenture hereby agree as follows:

- Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.
- Section 2. The Undersigned, by its execution of this Second Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Guarantors, including, but not limited to, <u>Article 10</u> thereof.
- Section 3. The Trustee, by execution of this Second Supplemental Indenture, accepts the amendments to the Indenture effected by this Second Supplemental Indenture, subject to the terms and conditions set forth in the Indenture, including the terms and conditions defining and limiting the liabilities and responsibilities of the Trustee and Agents. Without limiting the generality of the foregoing, neither the Trustee nor any Agent shall be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained in this Second Supplemental Indenture, which recitals or statements are made solely by the Issuers and the Undersigned, or for or with respect to (i) the validity or sufficiency of this Second Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Issuers and the Undersigned by action or otherwise, (iii) the due execution hereof by the Issuers and the Undersigned or (iv) the consequences of any amendment herein provided for, and neither the Trustee nor any Agent makes any representation with respect to any such matters.

Section 4. Each of the Issuers and the Undersigned hereby represents and warrants that this Second Supplemental Indenture is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer,

reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 5. This Second Supplemental Indenture, and any claim, controversy, or dispute arising under or related to this Second Supplemental Indenture, shall be governed by and construed in accordance with the laws of the State of New York.

Section 6. This Second Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument.

Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures, including those created or transmitted through a software platform or application, shall be deemed original signatures for purposes of this Indenture and all other related documents and all matters and agreements related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. The parties agree that this Second Supplemental Indenture or any other related document or any instrument, agreement or document necessary for the consummation of the transactions contemplated by this Second Supplemental Indenture or the other related documents or related hereto or thereto (including, without limitation, addendums, amendments, notices, instructions, communications with respect to the delivery of securities or the wire transfer of funds or other communications) ("Executed Documentation") may be accepted, executed or agreed to through the use of an electronic signature in accordance with applicable laws, rules and regulations in effect from time to time applicable to the effectiveness and enforceability of electronic signatures. Any Executed Documentation accepted, executed or agreed to in conformity with such laws, rules and regulations 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 third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto or thereto. When the Trustee acts on any Executed Documentation sent by electronic transmission, the Trustee will not be responsible or liable for any losses, costs or expenses arising directly or indirectly from its reliance upon and compliance with such Executed Documentation, notwithstanding that such Executed Documentation (a) may not be an authorized or authentic communication of the party involved or in the form such party sent or intended to send (whether due to fraud, distortion or otherwise) or (b) may conflict with, or be inconsistent with, a subsequent written instruction or communication; it being understood and agreed that the Trustee shall conclusively presume that Executed Documentation that purports to have been sent by an authorized officer of a Person has been sent by an authorized officer of such Person. The party providing Executed Documentation through electronic transmission or otherwise with electronic signatures agrees to assume all risks arising out of such electronic methods, including, without limitation, the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties.

Section 7. This Second Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Second Supplemental Indenture will henceforth be read together.

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

ROCKET MORTGAGE, LLC, as Issuer

By: /s/ Panayiotis "Pete" Mareskas

Name: Panayiotis "Pete" Mareskas

Title: Treasurer

ROCKET MORTGAGE CO-ISSUER, as Co-Issuer

By: /s/ Panayiotis "Pete" Mareskas

Name: Panayiotis "Pete" Mareskas

Title: Treasurer

REDFIN CORPORATION

as Guarantor

By: /s/ Tina V. John

Name: Tina V. John Title: Secretary

DEUTSCHE BANK TRUST COMPANY AMERICAS

as Trustee

By: /s/ Carol Ng

Name: Carol Ng Title: Vice President

By: /s/ Sebastian Hidalgo

Name: Sebastian Hidalgo
Title: Assistant Vice President

[Signature Page to Second Supplemental Indenture for Indenture dated September 14, 2020]

SECOND SUPPLEMENTAL INDENTURE

dated as of July 1, 2025

among

ROCKET MORTGAGE, LLC,

ROCKET MORTGAGE CO-ISSUER, INC.,

The Guarantor(s) Party Hereto

and

DEUTSCHE BANK TRUST COMPANY AMERICAS

As Trustee

2.875% Senior Notes due 2026

and

4.000% Senior Notes due 2033

THIS SECOND SUPPLEMENTAL INDENTURE (this "Second Supplemental Indenture"), entered into as of July 1, 2025, among ROCKET MORTGAGE, LLC, a Michigan limited liability company ("Rocket Mortgage"), and ROCKET MORTGAGE CO-ISSUER, INC., a Michigan corporation (each, an "Issuer" and collectively, the "Issuers"), Redfin Corporation, a Delaware corporation (the "Undersigned") and Deutsche Bank Trust Company Americas, as trustee (the "Trustee").

RECITALS

WHEREAS, the Issuers, the Guarantors party thereto and the Trustee entered into the Indenture, dated as of October 5, 2021, as supplemented by the Supplemental Indenture, dated as of June 20, 2025, among the Issuers, the Guarantor party thereto and the Trustee (as so supplemented, the "Indenture"), relating to the Issuers' 2.875% Senior Notes due 2026 and 4.000% Senior Notes due 2033 (collectively, the "Notes"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Issuers and the Trustee may, without the consent of any Noteholder, supplement the Indenture to provide for any Guarantee of the Notes.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Second Supplemental Indenture hereby agree as follows:

- Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.
- Section 2. The Undersigned, by its execution of this Second Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Guarantors, including, but not limited to, Article 10 thereof.
- Section 3. The Trustee, by execution of this Second Supplemental Indenture, accepts the amendments to the Indenture effected by this Second Supplemental Indenture, subject to the terms and conditions set forth in the Indenture, including the terms and conditions defining and limiting the liabilities and responsibilities of the Trustee and Agents. Without limiting the generality of the foregoing, neither the Trustee nor any Agent shall be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained in this Second Supplemental Indenture, which recitals or statements are made solely by the Issuers and the Undersigned, or for or with respect to (i) the validity or sufficiency of this Second Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Issuers and the Undersigned by action or otherwise, (iii) the due execution hereof by the Issuers and the Undersigned or (iv) the consequences of any amendment herein provided for, and neither the Trustee nor any Agent makes any representation with respect to any such matters.

Section 4. Each of the Issuers and the Undersigned hereby represents and warrants that this Second Supplemental Indenture is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer,

reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 5. This Second Supplemental Indenture, and any claim, controversy, or dispute arising under or related to this Second Supplemental Indenture, shall be governed by and construed in accordance with the laws of the State of New York.

Section 6. This Second Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument.

Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures, including those created or transmitted through a software platform or application, shall be deemed original signatures for purposes of this Indenture and all other related documents and all matters and agreements related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. The parties agree that this Second Supplemental Indenture or any other related document or any instrument, agreement or document necessary for the consummation of the transactions contemplated by this Second Supplemental Indenture or the other related documents or related hereto or thereto (including, without limitation, addendums, amendments, notices, instructions, communications with respect to the delivery of securities or the wire transfer of funds or other communications) ("Executed Documentation") may be accepted, executed or agreed to through the use of an electronic signature in accordance with applicable laws, rules and regulations in effect from time to time applicable to the effectiveness and enforceability of electronic signatures. Any Executed Documentation accepted, executed or agreed to in conformity with such laws, rules and regulations 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 third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto or thereto. When the Trustee acts on any Executed Documentation sent by electronic transmission, the Trustee will not be responsible or liable for any losses, costs or expenses arising directly or indirectly from its reliance upon and compliance with such Executed Documentation, notwithstanding that such Executed Documentation (a) may not be an authorized or authentic communication of the party involved or in the form such party sent or intended to send (whether due to fraud, distortion or otherwise) or (b) may conflict with, or be inconsistent with, a subsequent written instruction or communication; it being understood and agreed that the Trustee shall conclusively presume that Executed Documentation that purports to have been sent by an authorized officer of a Person has been sent by an authorized officer of such Person. The party providing Executed Documentation through electronic transmission or otherwise with electronic signatures agrees to assume all risks arising out of such electronic methods, including, without limitation, the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties.

Section 7. This Second Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Second Supplemental Indenture will henceforth be read together.

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

ROCKET MORTGAGE, LLC, as Issuer

By: /s/ Panayiotis "Pete" Mareskas

Name: Panayiotis "Pete" Mareskas

Title: Treasurer

ROCKET MORTGAGE CO-ISSUER, INC., as Co-Issuer

By: /s/ Panayiotis "Pete" Mareskas

Name: Panayiotis "Pete" Mareskas

Title: Treasurer

REDFIN CORPORATION,

as Guarantor

By: /s/ Tina V John

Name: Tina V. John Title: Secretary

DEUTSCHE BANK TRUST COMPANY AMERICAS as Trustee

By: /s/ Carol Ng

Name: Carol Ng Title: Vice President

By: /s/ Sebastian Hidalgo

Name: Sebastian Hidalgo
Title: Assistant Vice President

[Signature Page to Second Supplemental Indenture for Indenture dated October 5, 2021]