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## Section 1: 8-K (8-K)

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): December 20, 2019**

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**TIPTREE INC.**

(Exact Name of Registrant as Specified in Charter)

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**Maryland**  
(State or Other Jurisdiction  
of Incorporation)

**001-33549**  
(Commission  
File Number)

**38-3754322**  
(I.R.S. Employer  
Identification No.)

**299 Park Avenue, 13th Floor**  
**New York, New York**  
(Address of Principal Executive Offices)

**10171**  
(Zip Code)

**Title of each class**  
Common Stock, par value \$0.001 per share

**Trading Symbol(s)**  
TIPT

**Name of each exchange on which registered**  
Nasdaq Capital Market

**Registrant's telephone number, including area code: (212) 446-1400**

**Former Address: 780 Third Avenue, 21st Floor, New York, New York, 10017**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On December 20, 2019, Tiptree Inc., (the “Company”) and Arif Inayatullah entered into a partner emeritus agreement (the “Emeritus Agreement”). Under the Emeritus Agreement, Mr. Inayatullah agrees to provide advice and other consulting services as requested by the Company’s executive committee as a Tricadia partner emeritus from January 1, 2020 until December 31, 2020. For these services, Mr. Inayatullah will receive from the Company, use of office space, accounting, tax, research and IT support services, one Bloomberg terminal and healthcare and other benefits consistent with that of the Company’s employees. Mr. Inayatullah will not receive any cash compensation under the Emeritus Agreement.

The foregoing description of the Emeritus Agreement is a summary, does not purport to be complete, and is qualified in its entirety by reference to the full text of the Emeritus Agreement, which is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

**(d) List of Exhibits:**

10.1 [Partner Emeritus Agreement, dated December 20, 2019, by and between Tiptree Inc. and Arif Inayatullah.](#)

## 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.

### TIPTREE INC.

Date: December 20, 2019

By: /s/ Jonathan Ilany  
Name: Jonathan Ilany  
Title: Chief Executive Officer

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## Section 2: EX-10.1 (EXHIBIT 10.1)

This agreement (this “**Agreement**”) is made and entered into as of December 20, 2019 by and between Tiptree Inc. (the “**Company**”) and Arif Inayatullah (“**Inayatullah**” and together with the Company, the “**Parties**”).

**WHEREAS**, reference is made to the Strategic Combination Agreement (the “**Combination Agreement**”) by and among the Company, Tricadia Holdings, L.P. (“**Holdings**”), Tricadia Holdings GP, LLC, (“**Holdings GP**”), Tricadia GP Holdings LLC (“**Fund GP**”), and Michael Barnes, effective January 1, 2019. Capitalized terms used but not defined herein have the meaning ascribed to them in the Combination Agreement. Pursuant to the Combination Agreement, Inayatullah resigned as a managing member of Holdings GP and Fund GP. Inayatullah remains a limited partner of Holdings and a member of Fund GP.

**WHEREAS**, the Company and Inayatullah desire to set forth their mutual understanding regarding services provided to each other in Inayatullah’s capacity as partner emeritus.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. The Company will provide to Inayatullah or an entity owned and controlled by him the following:
  - a. Use of two trading desks and one office and related information technology support;
  - b. One Bloomberg terminal;
  - c. 85% of the time of one Holdings employee (the “**Holdings Employee**”) will be dedicated to providing Inayatullah or an entity owned and controlled by Inayatullah for services and support. Up to 15% of the time of Holdings Employee will be dedicated for services related to accounting, tax and administrative services and related to the Liquidating Funds and Segregated Assets as well other services mutually agreed; and
  - d. Healthcare and benefits for Inayatullah and the Holdings Employee consistent with that of Tiptree employees
2. Inayatullah or an entity owned and controlled by him will provide to the Company the following:
  - a. Advice and other services as requested by the Company’s Executive Committee; and
  - b. Reimbursement of 85% of the actual cost of the annual base compensation and healthcare costs of the Holdings Employee and 100% of healthcare costs for Inayatullah.



3. For the avoidance of doubt, Inayatullah shall receive no compensation from the Company, shall not be an agent or employee of the Company and shall have no authority to enter into legally binding agreements or obligations on behalf of the Company.
4. Inayatullah shall be bound by and comply with the Company's policies and procedures.
5. This Agreement shall be effective from January 1, 2020 until December 31, 2020.
6. No person other than the Parties shall be entitled to any benefits under the Agreement. No Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof, and constitutes the complete agreement and understanding between the parties unless modified in a writing signed by the parties. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York applicable to contracts executed and to be performed entirely within such State, excluding any conflict of laws rule or principle that might refer the governance of the construction of this Agreement to the law of another jurisdiction. Any amendment, waiver or variation of this Agreement shall not be binding on the Parties unless it is agreed in writing and signed by all Parties. This Agreement may be executed in counterparts, which taken together shall constitute one instrument.
7. Nothing herein shall be construed to modify or amend any of the terms of any other agreement listed herein.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

TIPTREE INC.

By: /s/ Jonathan Ilany  
Name: Jonathan Ilany  
Title: Chief Executive Officer

/s/ Arif Inayatullah  
By: Arif Inayatullah