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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No.)***

FINANCE OF AMERICA COMPANIES INC.
(Name of Issuer)

Class A Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

31738L107
(CUSIP Number)

Finance of America Companies Inc.
909 Lake Carolyn Parkway, Suite 1550
Irving, Texas
Attn: Anthony W. Villani, Chief Legal Officer
Tel: (972) 999-1833
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 16, 2021
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

1.	Names of Reporting Persons. Brian L. Libman	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 76,682,162
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 76,682,162
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 76,682,162	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 56.9%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Libman Family Holdings, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Connecticut	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 74,413,622
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 74,413,622
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 74,413,622	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 56.0%	
14.	Type of Reporting Person (See Instructions) OO	

1.	Names of Reporting Persons. The Mortgage Opportunity Group, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Connecticut	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 1,941,876
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 1,941,876
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,941,876	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 3.1%	
14.	Type of Reporting Person (See Instructions) OO	

Item 1. Security and Issuer

This Schedule 13D (this "Schedule 13D") relates to the Class A common stock, par value \$0.0001 per share (the "Class A Common Stock"), of Finance of America Companies Inc., a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 909 Lake Carolyn Parkway, Suite 1550, Irving, Texas 75039.

Item 2. Identity and Background

(a)-(b) This Schedule 13D is being filed by: (i) Brian L. Libman, a United States citizen, (ii) Libman Family Holdings, LLC, a Connecticut limited liability company ("LFH"), and (iii) The Mortgage Opportunity Group, LLC, a Connecticut limited liability company ("TMO" and collectively with Mr. Libman and LFH, the "Reporting Persons").

The address of the principal business office of Mr. Libman, LFH and TMO is 12 Wilton Road, Westport, CT 06880, Attn: Brian Libman, New Canaan, CT 06880.

(c) Pursuant to the limited liability company agreements of LFH and TMO, each of LFH and TMO is managed by a board of managers consisting of Brian Libman as the sole manager. The principal business of Mr. Libman is managing the affairs of LFH and TMO, including with respect to their investment in the Issuer and, in such capacity, serves as Chairman of the Issuer. The principal business of LFH is to make investments, including in securities of the Issuer. The principal business of TMO is providing real estate-related advisory services, including to the Issuer.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) See Item 2(a)-(b) above for citizenship or place of organization, as applicable, of each of the Reporting Persons.

Item 3. Source and Amount of Funds or Other Consideration

Pursuant to the Transaction Agreement dated as of October 12, 2020, between Replay Acquisition Corp. ("Replay"), Finance of America Equity Capital LLC ("FoA"), the Issuer, RPLY Merger Sub LLC, a Delaware limited liability company and wholly owned subsidiary of the Issuer, RPLY BLKR Merger Sub LLC, a Delaware limited liability company and wholly owned subsidiary of the Issuer ("Blocker Merger Sub"), Blackstone Tactical Opportunities Fund (Urban Feeder) – NQ L.P., a Delaware limited partnership ("Blocker"), Blackstone Tactical Opportunities Associates – NQ L.L.C. ("Blocker GP"), BTO Urban Holdings L.L.C., Blackstone Family Tactical Opportunities Investment Partnership – NQ – ESC L.P., a Delaware limited partnership, LFH, TMO, L and TF, LLC, a North Carolina limited liability company, UFG Management Holdings LLC, a Delaware limited liability company, and Joe Cayre; and BTO Urban Holdings L.L.C. and Libman Family Holdings LLC, solely in their joint capacity as the representative of the Continuing Unitholders (defined below) pursuant to Section 12.18 of the Transaction Agreement (the "Continuing Unitholder Representative"), Replay agreed to combine with FoA in a series of transactions (collectively, the "Business Combination") that resulted in the Issuer becoming a publicly-traded company on the New York Stock Exchange (the "NYSE") and controlling FoA in an "UP-C" structure. BTO Urban Holdings L.L.C., Blackstone Family Tactical Opportunities Investment Partnership – NQ – ESC L.P., LFH, TMO, L and TF, LLC, UFG Management Holdings LLC and Joe Cayre, are collectively referred to herein as the "Continuing Unitholders."

As a result of the Business Combination and the transactions contemplated by the Transaction Agreement, (i) LFH received 73,033,375 limited liability company units of FoA ("FoA Units"), 1,380,247 shares of Class A Common Stock and 8,564,208 Earnout Securities of the Issuer ("Earnout Rights") and (ii) TMO received 1,941,876 FoA

Units and 227,712 Earnout Rights. Pursuant to earnout provisions in the Transaction Agreement, the holders of Earnout Rights are entitled to receive shares of Class A Common Stock or FoA Units (based on whether such person held Class A Common Stock or FOA Units, respectively, after the closing of the Transaction Agreement) if, from the closing of the Business Combination until the sixth anniversary thereof, the volume-weighted average price of the Class A Common Stock exceeds certain thresholds. Of these Earnout Rights, one-half will be issued if the volume-weighted average price of the Class A Common Stock exceeds \$12.50 for any 20 trading days within any 30 trading day period, and one-half will be issued if the volume-weighted average price of the Class A Common Stock exceeds \$15.00 for any 20 trading days within any 30 trading day period.

In addition, in connection with the Business Combination, the Issuer issued to each of the Continuing Unitholders, including LFH and TMO, one share of the Issuer's Class B common stock, par value \$0.0001 per share (the "Class B Common Stock"). The shares of Class B Common Stock have no economic rights, but entitle each holder, without regard to the number of shares of Class B Common Stock held by such holder, to a number of votes that is equal to the aggregate number of FoA Units held by such holder on all matters on which stockholders of the Issuer are entitled to vote generally. Holders of shares of Class B Common Stock will vote together with holders of Class A Common Stock as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law.

The following shares of the Issuer's Class A Common Stock were purchased following the Business Combination: (i) on August 16, 2021, Mr. Libman and an entity for which Mr. Libman serves as a trustee purchased 25,287 and 71,969 shares, respectively, at a weighted average price of \$5.16 per share (these shares were purchased in multiple transactions ranging from \$5.075 to \$5.20, inclusive); (ii) on August 17, 2021, Mr. Libman and an entity for which Mr. Libman serves as a trustee purchased 15,896 and 45,241 shares, respectively, at a weighted average price of \$5.24 per share (these shares were purchased in multiple transactions ranging from \$5.11 to \$5.35, inclusive); (iii) on August 18, 2021, Mr. Libman and an entity for which Mr. Libman serves as a trustee purchased 36,140 and 102,860 shares, respectively, at a weighted average price of \$5.22 per share (these shares were purchased in multiple transactions ranging from \$5.16 to \$5.25, inclusive); and (iv) on August 19, 2021, Mr. Libman and an entity for which Mr. Libman serves as a trustee purchased 7,611 and 21,660 shares, respectively, at a weighted average price of \$5.07 per share (these shares were purchased in multiple transactions ranging from \$5.025 to \$5.10, inclusive). The Reporting Persons undertake to provide to the Issuer, any security holder of the Issuer, or the staff of the U.S. Securities and Exchange Commission, upon request, full information regarding the number of shares purchased at each separate price within the ranges set forth above. These shares were purchased with available cash on hand.

Item 4. Purpose of Transaction

The Reporting Persons acquired the securities reported herein for investment purposes, subject to the following:

The information in Item 6 of this Schedule 13D is incorporated herein by reference.

All of the securities reported herein were acquired for investment purposes. The Reporting Persons intend to review on a continuing basis their investment in the Issuer. Based on such review, the Reporting Persons may acquire, or cause to be disposed, such securities at any time or formulate other purposes, plans or proposals regarding the Issuer or any of its securities, to the extent deemed advisable in light of the Issuer's business, financial condition and operating results, general market and industry conditions or other factors. In connection with the acquisitions described in this Schedule 13D, the Reporting Persons have evaluated and will continue to evaluate the possibility of acquiring additional shares of Class A Common Stock.

In his capacity as Chairman of the Board of Directors of the Issuer, Mr. Libman intends to continue taking an active role in the Issuer's management. Also, subject to applicable approvals from the compensation committee of the board of directors of the Board, Mr. Libman may receive additional securities of the Issuer in connection with the Issuer's compensation program. In addition, in his capacity as Chairman of the Board of Directors and as a member of the Issuer's compensation committee, Mr. Libman intends to be involved in approvals or recommendations with respect to the issuance of additional securities of the Issuer to other employees of the Issuer or its subsidiaries.

Except as described in this Schedule 13D, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D,

although, subject to the agreements described herein, the Reporting Persons, at any time and from time to time, may review, reconsider and change their position and/or change their purpose and/or develop such plans and may seek to influence management or the Board of the Issuer with respect to the business and affairs of the Issuer and may from time to time consider pursuing or proposing such matters with advisors, the Issuer or other persons.

Item 5. Interest in Securities of the Issuer

The information provided or incorporated by reference in Item 3 is hereby incorporated by reference herein.

(a) and (b) Calculations of the percentage of the shares of Class A Common Stock beneficially owned assumes that there were 59,881,714 shares of Class A Common Stock outstanding as of August 16, 2021, based on information set forth in the Issuer's Quarterly Report on Form 10-Q filed by the Issuer on August 16, 2021, and takes into account any shares of Class A Common Stock underlying FoA Units held by the Reporting Persons, as applicable.

The Reporting Persons own an aggregate of 74,975,251 FoA Units, 1,706,911 shares of Class A Common Stock and 8,791,920 Earnout Rights, which includes (i) 326,664 shares of Class A Common Stock held by Mr. Libman; (ii) 73,033,375 FoA Units, 1,380,247 shares of Class A Common Stock, and 8,564,208 Earnout Rights held by LFH; and (iii) 1,941,876 FoA Units and 227,712 Earnout Rights held by TMO.

The aggregate number and percentage of the Class A Common Stock beneficially owned by each Reporting Person and, for each Reporting Person, the number of shares as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition are set forth on rows 7 through 11 and row 13 of the cover pages of this Schedule 13D and are incorporated herein by reference.

Pursuant to the limited liability company agreements of LFH and TMO, each of LFH and TMO is managed by a board of managers consisting of Brian Libman as the sole manager.

Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that any Reporting Person is the beneficial owner of the Class A Common Stock referred to herein for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, or for any other purpose and each of the Reporting Persons expressly disclaims beneficial ownership of such shares of Class A Common Stock.

By virtue of the Stockholders Agreement (as defined below), the Reporting Persons and affiliates of Blackstone Inc. ("~~Blackstone~~") are deemed to be members of a group for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended. Blackstone and its affiliates are filing a separate Schedule 13D to report the Class A Common Stock that they may be deemed to beneficially own. Collectively, the Reporting Persons and Blackstone and its affiliates may be deemed to beneficially own in the aggregate 152,749,861 shares of Class A Common Stock, representing 82.2% of the outstanding Class A Common Stock.

(c) Except as set forth in Item 3 of this Schedule 13D, none of the Reporting Persons has effected any transaction in Class A Common Stock in the past 60 days.

(d) To the best knowledge of the Reporting Persons, no one other than the Reporting Persons, or the partners, members, affiliates or shareholders of the Reporting Persons, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Class A Common Stock reported herein as beneficially owned by the Reporting Persons.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Stockholders Agreement

In connection with the Business Combination, and concurrently with the closing of the Business Combination on April 1, 2021 (the "Closing" and such date, the "Closing Date"), the Issuer and certain pre-Closing equityholders of

FoA entered into a Stockholders Agreement (the “Stockholders Agreement”). Pursuant to the Stockholders Agreement, each of certain funds affiliated with Blackstone (the “Blackstone Investors”) and an entity controlled by Brian L. Libman (Brian L. Libman and certain entities controlled by him, the “BL Investors”) and, together with the Blackstone Investors, the “Principal Stockholders”) are entitled to nominate a certain number of directors to the Board, based on each such holder’s ownership of the voting securities of the Issuer. The nomination rights of each Principal Stockholder are substantially identical and subject to the same terms, conditions and requirements. Each of the Blackstone Investors and the BL Investors have agreed to vote the respective shares of the Company’s common stock beneficially owned by them in favor of the individuals nominated as the Company’s directors in accordance with the terms of the Stockholders Agreement.

The number of directors that each of the Blackstone Investors and the BL Investors will separately be entitled to designate to the Board increases and/or decreases on a sliding scale such that, for example, if the Blackstone Investors or the BL Investors, as the case may be, hold more than 40% of the outstanding shares of Class A Common Stock, assuming a full exchange of all FoA Units for the publicly traded Class A Common Stock, such applicable investors will be entitled to designate the lowest whole number of directors that is greater than 40% of the members of the Board; if the Blackstone Investors or the BL Investors, as the case may be, hold between 30% and 40% of such outstanding shares, such applicable investors will be entitled to designate the lowest whole number of directors that is greater than 30% of the members of the Board; if the Blackstone Investors or the BL Investors, as the case may be, hold between 20% and 30% of such outstanding shares, such applicable investors will be entitled to designate the lowest whole number of directors that is greater than 20% of the members of the Board; and if the Blackstone Investors or the BL Investors, as the case may be, hold between 5% and 20% of such outstanding shares, such applicable investors will be entitled to designate the lowest whole number of directors that is greater than 10% of the members of the Board.

Furthermore, pursuant to the Stockholders Agreement and subject to certain exceptions as set forth therein, for a period of 180 days following the Closing Date, each Principal Stockholder will not, and will cause any other holder of record of any of such Principal Stockholder’s Issuer securities not to, transfer any of such Principal Stockholder’s Issuer securities, other than any such securities purchased pursuant to PIPE Agreements executed concurrently with the execution of the Transaction Agreement or on the open market.

The Stockholders Agreement also provide each Principal Stockholder with basic information and management rights, as well as detailed venture capital operating company covenants. In addition, the Stockholders Agreement permits the Issuer’s Principal Stockholders to assign their rights and obligations under the agreement, in whole or in part, without the Issuer’s prior written consent. Furthermore, the Stockholders Agreement also requires the Issuer to cooperate with the Principal Stockholders in connection with certain future pledges, hypothecations, grants of security interest in or transfers (including to third party investors) of any or all of the FoA Units held by the Principal Stockholders, including to banks or financial institutions as collateral or security for loans, advances or extensions of credit.

Unless earlier terminated by agreement of the Principal Stockholders and the Board, the Stockholders Agreement will terminate as to each Principal Stockholder at such time as such Principal Stockholder and its affiliates collectively hold less than 5% of the outstanding shares of Class A Common Stock, assuming a full exchange of all FoA Units for the publicly traded Class A Common Stock. In addition, prior to the closing of the Business Combination, the Blackstone Investors and the BL Investors entered into a letter agreement pursuant to which the Blackstone Investors and the BL Investors agreed, among other things, to permit the Blackstone Investors to have priority over the BL Investors with respect to certain sales notwithstanding the terms of the Stockholders Agreement or the Registration Rights Agreement (as defined below).

Exchange Agreement

In connection with the Business Combination, concurrently with the Closing, the Issuer, FoA and the Continuing Unitholders entered into an Exchange Agreement (the “Exchange Agreement”). The Exchange Agreement sets forth the terms and conditions upon which holders of FoA Units may exchange their FoA Units for shares of Class A Common Stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications. Each holder of FoA Units (other than the Issuer and its subsidiaries), and certain permitted transferees thereof, may on a quarterly basis (subject to the terms of the Exchange Agreement) exchange

their FoA Units for shares of Class A Common Stock. In addition, subject to certain requirements, the Blackstone Investors and the BL Investors are generally permitted to exchange FoA Units for shares of Class A Common Stock provided that the number of FoA Units surrendered in such exchanges during any 30-calendar day period represent, in the aggregate, greater than 2% of total interests in partnership capital or profits. Any Class A Common Stock received by the Blackstone Investors or the BL Investors in any such exchange during the applicable restricted periods would be subject to the lock-up agreements entered into in connection with the Business Combination. The Issuer may impose restrictions on exchange that it determines to be necessary or advisable so that the Issuer is not treated as a “publicly traded partnership” for U.S. federal income tax purposes. As a holder exchanges FoA Units for shares of Class A Common Stock, the voting power afforded to such holder of FoA Units by their shares of Class B Common Stock is automatically and correspondingly reduced and the number of FoA Units held by the Issuer is correspondingly increased as it acquires the exchanged FoA Units. For example, if a holder of Class B Common Stock holds 1,000 FoA Units as of the record date for determining stockholders of the Issuer that are entitled to vote on a particular matter, such holder will be entitled by virtue of such holder’s Class B Common Stock to 1,000 votes on such matter. If, however, such holder were to hold 500 FoA Units as of the relevant record date, such holder would be entitled by virtue of such holder’s Class B Common Stock to 500 votes on such matter.

Registration Rights Agreement

In connection with the Business Combination, concurrently with the Closing, the Issuer and the Principal Stockholders entered into a Registration Rights Agreement (the “Registration Rights Agreement”). Pursuant to the Registration Rights Agreement, upon the demand of any Principal Stockholder, the Issuer will be required to facilitate a non-shelf registered offering of the Issuer’s shares requested by such Principal Stockholder to be included in such offering. Any demanded non-shelf registered offering may, at the Issuer’s option, include Issuer shares to be sold by the Issuer for its own account and will also include registrable shares to be sold by holders that exercise their related piggyback rights in accordance with the Registration Rights Agreement. Within 90 days after receipt of a demand for such registration, the Issuer will be required to use its reasonable best efforts to file a registration statement relating to such demand. In certain circumstances, Principal Stockholders will be entitled to piggyback registration rights in connection with the demand of a non-shelf registered offering.

In addition, the Registration Rights Agreement entitles the Principal Stockholders to demand and be included in a shelf registration when the Issuer is eligible to sell its Issuer shares in a secondary offering on a delayed or continuous basis in accordance with Rule 415 of the Securities Act of 1933, as amended (the “Securities Act”). Within 45 days (in the case of a shelf registration on Form S-1) or 30 days (in the case of a shelf registration on Form S-3) after receipt of a demand for such registration, the Issuer will be required to use its reasonable best efforts to file a registration statement relating to such demand. Moreover, upon the demand of a Principal Stockholder, the Issuer will be required to facilitate in the manner described in the Registration Rights Agreement a “takedown” off of an effective shelf registration statement of registrable shares requested by such Principal Stockholder.

The Registration Rights Agreement also provides that the Issuer will pay certain expenses relating to such registrations and indemnify the registration rights holders against (or make contributions in respect of) certain liabilities which may arise under the Securities Act.

Transaction Agreement

Pursuant to the Transaction Agreement, the Issuer and FoA issued an aggregate of 18,000,000 Earnout Securities to the Blocker Shareholders (defined below) (in the case of issuances by the Issuer) and to Blocker GP and the Continuing Unitholders (in the case of issuances by FoA) as follows: (i) 9,000,000 Earnout Securities, in the aggregate, in the event that the average trading price of the Class A Common Stock is \$12.50 or greater for any 20 trading days within a period of 30 consecutive trading days prior to the sixth anniversary of the Closing Date; and (ii) 9,000,000 Earnout Securities, in the aggregate, in the event that the average trading price of the Class A Common Stock is \$15.00 or greater for any 20 trading days within a period of 30 consecutive trading days prior to the sixth anniversary of the Closing Date. Such Earnout Securities will also become issuable under certain circumstances if an agreement with respect to a sale of the Issuer is entered into prior to the sixth anniversary of the Closing Date. “Earnout Securities” means (i) in the case of an issuance by the Issuer to the Blocker Shareholders, shares of Class A Common Stock and (ii) in the case of an issuance by FoA to Blocker GP and the Continuing Unitholders, FoA Units.

Letter Agreements

Following the closing of the Business Combination, the Continuing Unitholder Representative and Replay entered into a letter agreement to adjust the amount of Earnout Securities that would be issuable to certain Continuing Unitholders and Blocker GP (but not the aggregate amount of Earnout Securities issuable to all Continuing Unitholders and Blocker GP). In addition, prior to the closing of the Business Combination, the Blackstone Investors and the BL Investors entered into a letter agreement pursuant to which the Blackstone Investors and the BL Investors agreed, among other things, to permit the Blackstone Investors to have priority over the BL Investors with respect to certain sales notwithstanding the terms of the Stockholders Agreement or the Registration Rights Agreement.

Tax Receivable Agreements

In connection with the Business Combination, concurrently with the Closing, the Issuer entered into a Tax Receivable Agreement with certain funds affiliated with Blackstone (the “Blackstone Tax Receivable Agreement”) and a Tax Receivable Agreement with certain other members of FoA, including LFH and TMO (the “FoA Tax Receivable Agreement,” and collectively with the Blackstone Tax Receivable Agreement, the “Tax Receivable Agreements”). The Tax Receivable Agreements generally provide for the payment by the Issuer to certain owners of FoA prior to the Business Combination (the “TRA Parties”) of 85% of the cash tax benefits, if any, that the Issuer is deemed to realize (calculated using certain simplifying assumptions) as a result of (i) tax basis adjustments as a result of sales and exchanges of units in connection with or following the Business Combination and certain distributions with respect to units, (ii) the Issuer’s utilization of certain tax attributes attributable to Blocker or holders of limited liability company interests of Blocker outstanding immediately prior to the effectiveness of the merger of Blocker Merger Sub with and into Blocker, including Blackstone Tactical Opportunities Associates – NQ L.L.C. (such holders, the “Blocker Shareholders”), and (iii) certain other tax benefits related to entering into the Tax Receivable Agreements, including tax benefits attributable to making payments under the Tax Receivable Agreements.

If the Issuer exercises its right to terminate the Tax Receivable Agreements or in the case of a change in control of the Issuer or a material breach of the Issuer’s obligations under either the Blackstone Tax Receivable Agreement or the FoA Tax Receivable Agreement, all obligations under the Tax Receivable Agreements will be accelerated and the Issuer will be required to make a payment to the TRA Parties in an amount equal to the present value of future payments under the Tax Receivable Agreements, which payment would be based on certain assumptions, including an assumption that any FoA Units that have not been exchanged are deemed exchange for the market value of Class A Common Stock at the time of the termination or the change of control and an assumption the Issuer would have sufficient taxable income to fully utilize all potential future tax benefits that are subject to the Tax Receivable Agreements.

LTIP Award Settlement Agreement

Pursuant to the terms of the Amended and Restated Long-Term Incentive Plan (the “LTIP”), FoA granted to each employee who held phantom units in FoA and remained employed as of the RSU grant date, in consideration for the cancellation of a portion of their phantom units, replacement RSUs (the “Replacement RSUs”) that will vest into shares of Class A Common Stock with a grant date fair value of \$10.00 per share. Pursuant to the terms of the Amended and Restated Long-Term Incentive Plan, 25% of the Replacement RSUs vested on the RSU grant date (the “Grant Date RSUs”), and the remaining 75% will vest in equal installments on each of the first three anniversaries of the Closing Date, subject to each holder’s continued employment. The Grant Date RSUs will be settled on or promptly following the 181st date following the Closing Date.

In addition to the Replacement RSUs, participants in the Amended and Restated Long-Term Incentive Plan will be entitled to receive additional Earnout Right RSUs if the Issuer achieves specified volume-weighted average price per share targets of \$12.50 per share and \$15.00 per share during the six year period following the transaction, subject to continued employment. The Earnout Right RSUs will have the same service-based vesting conditions as the Replacement RSUs to which they relate, as discussed above.

Pursuant to the LTIP Award Settlement Agreement (the "LTIP Award Settlement Agreement"), dated as of October 12, 2020, by and among the Issuer, FoA, the Continuing Unitholders and the Blocker Shareholders, the Continuing Unitholders (including LFH and TMO) and the Blocker Shareholders agreed to pay and bear the economic consequences to the Issuer of the obligation to settle such awards. Accordingly, in connection with the settlement of each vested Replacement RSU award and any related Earnout Right RSUs for which the earnout condition is achieved, the Continuing Unitholders and Blocker Shareholders will deliver to the Issuer FoA Units and shares of Class A Common Stock, respectively, in settlement of the awards in accordance with the terms set forth in the LTIP Award Settlement Agreement. Until the earlier of the sixth anniversary of the Closing Date or such earlier date when all outstanding Replacement RSU and Earnout Right RSU awards have been settled or otherwise forfeited, the Continuing Unitholders and Blocker Shareholders have agreed to keep free and clear of any pledge or other encumbrance a number of FoA Units or shares of Class A Common Stock, respectively to satisfy their settlement obligations under the LTIP Award Settlement Agreement.

The description of the Stockholders Agreement, Exchange Agreement, Registration Rights Agreement, Transaction Agreement, Letter Agreements, Tax Receivable Agreement and LTIP Award Settlement Agreement contained in this Item 6 are not intended to be complete and are qualified in their entirety by reference to such documents, which are filed as exhibits hereto and incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits

- A. Joint Filing Agreement, dated as of August 26, 2021, by and among the Reporting Persons (filed herewith).
- B. Stockholders Agreement (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form8-K filed on April 7, 2021).
- C. Exchange Agreement (incorporated by reference to Exhibit 10.5 to the Issuer's Current Report on Form8-K filed on April 7, 2021).
- D. Registration Rights Agreement (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form8-K filed on April 7, 2021).
- E. Transaction Agreement (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form8-K filed on April 7, 2021).
- F. BL Investors Tax Receivable Agreement (incorporated by reference to Exhibit 10.7 to the Issuer's Current Report on Form8-K filed on April 7, 2021).
- G. Letter Agreement, dated April 5, 2021, by and among Continuing Unitholder Representative and Replay (incorporated by reference to Exhibit 2.3 filed with the Registrant's Current Report on Form 8-K filed on April 7, 2021).
- H. Letter Agreement, dated March 31, 2021, by and among Libman Family Holdings LLC; The Mortgage Opportunity Group LLC; BTO Urban Holdings L.L.C.; BTO Urban Holdings II L.P.; and Blackstone Family Tactical Opportunities Investment Partnership – NQ – ESC L.P. (incorporated by reference to Exhibit 2.4 filed with the Registrant's Current Report on Form 8-K filed on April 7, 2021).
- I. LTIP Award Settlement Agreement, dated as of October 12, 2020, by and among the Issuer, FoA, the Continuing Unitholders and the Blocker Shareholders, the Continuing Unitholders and the Blocker Shareholders (filed herewith).

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: August 26, 2021

Brian L. Libman

/s/ Brian L. Libman

Name: Brian L. Libman

Libman Family Holdings, LLC

By: /s/ Brian L. Libman

Name: Brian L. Libman

Title: Manager

The Mortgage Opportunity Group, LLC

By: /s/ Brian L. Libman

Name: Brian L. Libman

Title: Manager

[Finance of America Companies Inc. – Schedule 13D]

Exhibit A

JOINT FILING AGREEMENT

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the "Exchange Act") the undersigned hereby agree to the joint filing on behalf of each of them of any filing required by such party under Section 13 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with respect to securities of Finance of America Companies Inc., a Delaware corporation, and further agree to the filing, furnishing, and/or incorporation by reference of this Agreement as an exhibit thereto. Each of them is responsible for the timely filing of such filings and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate. This Agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

Dated: August 26, 2021

Brian L. Libman

/s/ Brian L. Libman

Name: Brian L. Libman

Libman Family Holdings, LLC

By: /s/ Brian L. Libman

Name: Brian L. Libman

Title: Manager

The Mortgage Opportunity Group, LLC

By: /s/ Brian L. Libman

Name: Brian L. Libman

Title: Manager

[Finance of America Companies Inc. – Joint Filing Agreement]

LTIP AWARD SETTLEMENT AGREEMENT

This LTIP AWARD SETTLEMENT AGREEMENT (this “Agreement”) dated as of October 12, 2020, by and among Finance of America Companies Inc., a corporation formed under the laws of the State of Delaware (the “Issuer”), Finance of America Equity Capital LLC, a limited liability company formed under the laws of the State of Delaware, (“FoA Equity Capital”), the Initial Unitholders (as defined below) and the Blocker Shareholders (as defined below).

WITNESSETH:

WHEREAS, following the Closing (as defined below) the Employer will make awards of Replacement RSUs (including any Earnout Rights received by a participant in respect of an award of Replacement RSUs, “LTIP Awards”) to participants under the Amended and Restated UFG Holdings LLC Management Long-Term Incentive Plan to be adopted following the date hereof, substantially in the form attached hereto as Exhibit A, with any changes or modifications as may be approved by the Board of Managers of UFG Holdings LLC (the “LTIP”) which, on the terms and conditions set forth in the LTIP and the applicable LTIP Awards, may be settled by the delivery of shares of the Issuer’s Class A common stock, par value \$0.0001 per share (“Class A Common Stock”), to the holders of such LTIP Awards;

WHEREAS, the Initial Unitholders and the Blocker Shareholders wish to pay or bear the economic consequences to the Employer of the obligation to settle such LTIP Awards and, in furtherance of the foregoing, the parties hereto desire to provide for certain arrangements among themselves on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Capitalized terms used herein without definition have the following meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

“Administrator” has the meaning assigned to such term in the LTIP.

“Agreement” has the meaning set forth in the preamble of this Agreement.

“BL Member” means Libman Family Holdings, LLC.

“Blackstone Member” means BTO Urban Holdings LLC.

“Blocker” means Blackstone Tactical Opportunities Fund (Urban Feeder) – NQ L.P., a Delaware limited partnership.

“Blocker GP” means Blackstone Tactical Opportunities Associates – NQ L.L.C., a Delaware limited liability company.

“Blocker Shareholders” mean the entities listed on the signature pages hereto under the heading “Blocker Shareholders”.

“Closing” has the meaning assigned to such term in the Transaction Agreement.

“Earnout Rights” has the meaning assigned to such term in the LTIP.

“Employer” means FoA Equity Capital or the subsidiary of FoA Equity Capital that employs or otherwise receives services from the applicable holder of an LTIP Award.

“Exchange Agreement” means the Exchange Agreement, dated on or about the date of the Closing, by and among the Issuer, FoA Equity Capital and the other parties from time to time party thereto, as such agreement may be amended from time to time.

“Exchange Rate” has the meaning assigned to such term in the Exchange Agreement.

“FoA Equity Capital” has the meaning set forth in the preamble of this Agreement.

“Fair Value” means, with respect to any share of Class A Common Stock, the volume weighted average price per share on the trading day preceding any applicable Settlement Date.

“Initial Grant Date” means the date following the Closing when LTIP Awards are granted under the LTIP.

“Initial Percentage” means (i) in the case of each Initial Unitholder, the number of LLC Units to be held by such Initial Unitholder immediately following the Company Equity Reclassification (as defined in the Transaction Agreement) divided by the total number of outstanding LLC Units immediately following the Company Equity Reclassification and (ii) in the case of each Blocker Shareholders, the number of the total LLC Units to be held by Blocker and Blocker GP immediately following the Company Equity Reclassification in which such Blocker Shareholder holds a beneficial interest as reflected in the books and records of the Blocker divided by the total number of outstanding LLC Units immediately following the Company Equity Reclassification. The Issuer shall maintain in its books and records the Initial Percentage of each of the Initial Unitholders and the Blocker Shareholders.

“Initial Unitholders” means the entities and individuals listed on the signature pages hereto under the heading “Initial Unitholders.”

“Issuer” has the meaning set forth in the preamble of this Agreement.

“Law” means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order issued or promulgated by any national, supranational, state, federal, provincial, local or municipal government or any administrative or regulatory body with authority therefrom.

“LLC Unit” has the meaning given to such term in the Exchange Agreement.

“LTIP Award” has the meaning set forth in the preamble of this Agreement.

“LTIP” has the meaning set forth in the preamble of this Agreement.

“LTIP Settlement Shares” has the meaning assigned to such term in Section 2.01(a).

“LTIP Settlement Units” has the meaning assigned to such term in Section 2.01(a).

“LTIP Termination Date” means the sixth anniversary of the Closing Date (as defined in the Transaction Agreement) or such earlier date when all outstanding LTIP Awards have been settled or otherwise forfeited.

“Person” means any individual, corporation, partnership, limited partnership, limited liability company, limited company, joint venture, trust, unincorporated or governmental organization or any agency or political subdivision thereof.

“Replacement RSU” has the meaning assigned to such term in the LTIP.

“Reserve Amount” means on any date of determination (i) for each Initial Unitholder, a number of LLC Units equal to (x) the total number of shares of Class A Common Stock issuable pursuant to outstanding LTIP Awards divided by the Exchange Rate multiplied by such Initial Unitholder’s Initial Percentage and (ii) for each Blocker Shareholder, (x) the total number of shares of Class A Common Stock issuable pursuant to outstanding LTIP Awards multiplied by such Blocker Shareholder’s Initial Percentage. For clarity, prior to the Initial Grant Date, any LTIP Awards which are to be granted on the Initial Grant Date shall be deemed to be outstanding on the applicable date of determination.

“Settlement Date” has the meaning assigned to such term in Section 2.01(a).

“Total LTIP Settlement Shares” has the meaning assigned to such term in Section 2.01(b).

“Transaction Agreement” means the Transaction Agreement, dated as of October 12, 2020, by and among Replay Acquisition Corp., the Issuer, FoA Equity Capital, the Initial Unitholders, the Blocker, the Blocker GP and the other parties thereto, as such agreement may be amended from time to time.

ARTICLE II

SETTLEMENT OF LTIP AWARDS

SECTION 2.01. Settlement of LTIP Awards. (a) With effect as of any time (a "Settlement Date") that the Employer is required to deliver shares of Class A Common Stock, or cash in lieu of such Class A Common Stock as may be determined by the Administrator in its sole discretion as set forth in the LTIP, pursuant to an LTIP Award (i) each Initial Unitholder shall transfer a portion of its LLC Units determined in accordance with Section 2.01(b) ("LTIP Settlement Units") to the Issuer in exchange for a number of shares of Class A Common Stock that is equal to the product of the number of LTIP Settlement Units surrendered multiplied by the Exchange Rate and hereby directs the Issuer to contribute or otherwise transfer such shares of Class A Common Stock to the Employer for the account of such Initial Unitholder and (ii) each Blocker Shareholder shall contribute to the Issuer a portion of its shares of Class A Common Stock determined in accordance with Section 2.01(b) ("LTIP Settlement Shares") and hereby directs the Issuer to contribute or otherwise transfer such shares of Class A Common Stock to the Employer and (iii) the Employer, in turn, shall deliver the shares of Class A Common Stock received pursuant to clauses (i) and (ii) above, or cash in lieu of such Class A Common Stock as may be determined by the Administrator in its sole discretion as set forth in the LTIP, to holders of LTIP Awards in settlement thereof.

(b) On any Settlement Date, (i) the number of LTIP Settlement Units for each Initial Unitholder shall equal the product of (x) the total number of shares of Class A Common Stock the Issuer is obligated to deliver in settlement of LTIP Awards on such Settlement Date (the "Total LTIP Settlement Date Shares") divided by the Exchange Rate multiplied by (y) such Initial Unitholder's Initial Percentage; and (ii) the number of LTIP Settlement Shares for each Blocker Shareholder shall equal the product of (x) the Total LTIP Settlement Date Shares and (y) such Blocker Shareholder's Initial Percentage; *provided* that the number of LTIP Settlement Units or LTIP Settlement Shares for any Initial Unitholder or Blocker Shareholder may be rounded up or down in the Issuer's discretion to the nearest whole number.

SECTION 2.02. Transfer Restrictions. At all times prior to the LTIP Termination Date, each Initial Unitholder and each Blocker Shareholder agrees that it shall not Transfer and shall keep free and clear of any pledge, lien, security interest, encumbrance, equities or claim a number of LLC Units or shares of Class A Common Stock, as the case may be, equal to its respective Reserve Amount. The Issuer shall include appropriate restrictive legends in respect of the Transfer restrictions set forth in this Section 2.02 in the books and records of the Issuer with respect to each Initial Unitholder's LLC Units or the Blocker Shareholder's shares of Class A Common Stock, as the case may be, equal to its respective Reserve Amount.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of Law, or public policy,

all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 3.02. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by Law.

SECTION 3.03. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, executors, administrators, heirs, legal representatives and assigns.

SECTION 3.04. Interpretation. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. Unless otherwise specified, all references herein to "Articles," "Sections" and paragraphs shall refer to corresponding provisions of this Agreement.

SECTION 3.05. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 3.05.

SECTION 3.06. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

SECTION 3.07. Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

SECTION 3.08. Amendments and Waivers. The provisions of this Agreement may be amended by the written consent of each of the Issuer, FoA Equity Capital, the BL Member and the Blackstone Member; *provided* that with the consent of the Blackstone Member and the BL Member but without the consent of any other Person, the Initial Percentages of the Blackstone Member, the BL Member and each Blocker Shareholder may be amended from time to time so long as the sum of such Initial Percentages as amended is equal to the sum of such Initial Percentages as of the date of this Agreement.

SECTION 3.09. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 3.10. Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

SECTION 3.11. Construction. Each party hereto acknowledges and agrees it has had the opportunity to draft, review and edit the language of this Agreement and that no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any dispute relating to, in connection with or involving this Agreement. Accordingly, the parties hereby waive the benefit of any rule of Law or any legal decision that would require that in cases of uncertainty, the language of a contract should be interpreted most strongly against the party who drafted such language.

SECTION 3.12. Tax Matters. The parties agree that any transfer of LTIP Settlement Units pursuant to this Agreement shall be treated as an Exchange (as defined in the Exchange Agreement) in accordance with the treatment set forth in Section 3.10(a) of the Exchange Agreement.

SECTION 3.13. Power of Attorney. Each of the undersigned Initial Unitholders and Blocker Shareholders hereby irrevocably constitutes and appoints each officer of the Issuer and of FoA Equity Capital, as the true and lawful agent and attorney-in-fact of the undersigned, with full power and authority, in the undersigned's name, place and stead, and with full power of substitution and resubstitution in the premises, to do any and all things and to take any and all actions, to the same extent and with the same effect as the undersigned would or could do under applicable law to administer and effectuate the terms of this Agreement, including (i) to transfer or exchange LLC Units and/or shares of Class A Common Stock on behalf of the undersigned pursuant to Section 2.01 and (ii) to administer and enforce the transfer restrictions set forth in Section 2.02 and to indicate with appropriate legends and designations on its books and records the LLC Units and shares of Class A Common Stock subject to such restrictions.

SECTION 3.14. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall terminate and be of no force and effect if the Transaction Agreement shall be terminated for any reason whatsoever.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement or have caused this Agreement to be duly executed by their respective authorized officers, in each case as of the date first above stated.

FINANCE OF AMERICA COMPANIES INC.

By: /s/ Edmond M. Safra
Name: Edmond M. Safra
Title: President

FINANCE OF AMERICA EQUITY CAPITAL LLC

By: /s/ Graham Fleming
Name: Graham Fleming
Title: President

INITIAL UNITHOLDERS

BTO URBAN HOLDINGS L.L.C.

By: /s/ Menes Chee
Name: Menes Chee
Title: Authorized Person

LIBMAN FAMILY HOLDINGS LLC

By: /s/ Brian Libman
Name: Brian Libman
Title: Manager

THE MORTGAGE OPPORTUNITY GROUP LLC.

By: /s/ Brian Libman
Name: Brian Libman
Title: Manager

JOE CAYRE

/s/ Joe Cayre
Joe Cayre

L AND TF, LLC

By: /s/ John Keratsis

Name: John Keratsis
Title: Manager

UFG MANAGEMENT HOLDINGS LLC

By: UFG Holdings LLC, its Managing Member

By: /s/ Graham Fleming

Name: Graham Fleming
Title: Chief Administrative Officer

BLACKSTONE FAMILY TACTICAL OPPORTUNITIES
INVESTMENT PARTNERSHIP – NQ – ESC L.P.

By: BTO–NQ Side-by-Side GP L.L.C., its general partner

By: /s/ Christopher J. James

Name: Christopher J. James
Title: Authorized Person

[Signature page – LTIP Settlement Agreement]

BLOCKER SHAREHOLDERS

GENERAL PARTNER

BLACKSTONE TACTICAL OPPORTUNITIES
ASSOCIATES – NQ L.L.C.

By: BTOA – NQ L.L.C., its sole member

By: /s/ Christopher J. James

Name: Christopher J. James

Title: Authorized Person

LIMITED PARTNERS

By: BLACKSTONE TACTICAL OPPORTUNITIES
ASSOCIATES – NQ L.L.C., as attorney-in-fact

By: BTOA – NQ L.L.C., its sole member

By: /s/ Christopher J. James

Name: Christopher J. James

Title: Authorized Person

[Signature page – LTIP Settlement Agreement]