
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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): March 31, 2023

FINANCE OF AMERICA COMPANIES INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40308
(Commission
File Number)

82-3474065
(IRS Employer
Identification No.)

**5830 Granite Parkway, Suite 400
Plano, Texas 75024**
(Address of Principal Executive Offices, including Zip Code)

(877) 202-2666
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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:

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	FOA	New York Stock Exchange
Warrants to purchase shares of Class A Common Stock	FOA.WS	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company 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.

Introductory Note

AAG Transaction

This Current Report on Form 8-K is being filed by Finance of America Companies Inc. (the “Company”) in connection with the closing (the “Closing”) on March 31, 2023 (the “Closing Date”) of the acquisition by Finance of America Reverse LLC, a Delaware limited liability company and an indirect subsidiary of the Company (“FAR”), of a substantial majority of the assets and certain of the liabilities of American Advisors Group, a California corporation (“AAG”), including, among other things, certain residential reverse mortgage loans and the right to service certain mortgage loans originated pursuant to the Federal Housing Administration’s Home Equity Conversion Mortgage program, pursuant to (i) an Asset Purchase Agreement, dated as of December 6, 2022 (the “Original Asset Purchase Agreement” and as amended by the Closing Amendment Agreement (as defined below), the “Asset Purchase Agreement”), by and between the Company, Finance of America Equity Capital LLC, a Delaware limited liability company (“FOAEC”), FAR, AAG and, for the limited purposes described therein, Reza Jahangiri, an individual residing in the State of California (the “AAG Principal”), (ii) a Servicing Rights Purchase and Sale Agreement, dated as of December 6, 2022 (as amended, the “MSR Purchase Agreement”), by and between FAR and AAG and (iii) a Loan Sale Agreement, dated as of December 6, 2022 (as amended, the “Mortgage Loan Purchase Agreement” and collectively with the Asset Purchase Agreement and MSR Purchase Agreement, the “AAG Purchase Agreements”), by and between FAR and AAG (such acquisition, the “AAG Transaction”).

On the Closing Date, the Company, FOAEC and FAR entered into an Amendment Agreement (the “Closing Amendment Agreement”) with AAG and the AAG Principal, pursuant to which the parties to the AAG Transaction agreed, among other things, that (a) the amount of cash consideration payable by FAR to AAG under the Asset Purchase Agreement would be reduced to \$5.5 million (from \$10 million in the Original Asset Purchase Agreement) and in connection with such reduction, FAR would issue to AAG a promissory note with an aggregate principal amount of \$4.5 million (the “Note”) and (b) the closing of the AAG Transaction would be deemed to be effective as of 11:59 p.m., New York City time, on the Closing Date.

Pursuant to the AAG Purchase Agreements, in consideration for the assets acquired thereunder, on the Closing Date, (i) FAR paid to AAG \$5.5 million in cash and issued to AAG the Note, (ii) the Company issued to AAG one share of Class B Common Stock, par value \$0.0001 per share, of the Company (“Company Class B Common Stock”), and (iii) FOAEC issued to AAG 19,692,990 Class A Units of FOAEC (“FOAEC Units”). Under the AAG Purchase Agreements, FOAEC may issue to AAG up to 14,200,676 additional FOAEC Units upon the occurrence of certain events. The maximum number of FOAEC Units issuable to AAG under the AAG Purchase Agreements is 33,893,666 FOAEC Units.

As of the date hereof, the aggregate FOAEC Units issued to AAG on March 31, 2023, together with the FOAEC Units that are issuable to AAG pursuant to the Purchase Agreements, if outstanding, would be exchangeable for 33,893,666 shares of Class A Common Stock, par value \$0.0001 per share, of the Company (“Company Class A Common Stock”), pursuant to the Exchange Agreement (as defined below).

The foregoing summary is qualified in its entirety by reference to the text of each of the Asset Purchase Agreement, the MSR Purchase Agreement, the Mortgage Loan Purchase Agreement and the Closing Amendment Agreement, which are included as Exhibits 2.1, 2.2, 2.3 and 2.6 to this Current Report on Form 8-K, respectively, and incorporated herein by reference.

Equity Investments

On the Closing Date, the Company issued and sold 10,869,566 shares of Company Class A Common Stock to each of (i) BTO Urban Holdings L.L.C., Blackstone Family Tactical Opportunities Investment Partnership - NQ - ESC L.P. and BTO Urban Holdings II L.P. (collectively, the “Blackstone Investor”) and (ii) Libman Family Holdings, LLC (the “BL Investor”) and together with the Blackstone Investor, the “Investors”), in exchange for an aggregate purchase price of \$15,000,000 paid by each of the Investors, pursuant to separate Stock Purchase Agreements, dated as of December 6, 2022, by and between the Company and each of the Investors (each, a “Stock Purchase Agreement” and such issuance and sale, the “Equity Investments”). Pursuant to the Stock Purchase Agreements, the Company agreed to use the proceeds of the Equity Investments (i) for general corporate purposes and/or (ii) to fund or reimburse amounts to be paid by the Company or its subsidiaries in connection with the AAG Transaction.

The foregoing summary is qualified in its entirety by reference to the text of the Stock Purchase Agreements, which are included as Exhibits 2.4 and 2.5 to this Current Report on Form 8-K, respectively, and incorporated herein by reference.

Item 1.01. Entry into a Material Definitive Agreement.

As described in the Introductory Note above, on the Closing Date, the parties to the AAG Transaction entered into the Closing Amendment Agreement. The information in the Introductory Note above is incorporated by reference into this Item 1.01.

Also on the Closing Date, in connection with the consummation of the AAG Transaction, the Company and FOAEC entered into an Equity Matters Agreement (the “Equity Matters Agreement”) with AAG pursuant to which, among other things, AAG joined and became a party to (i) the Amended and Restated Limited Liability Company Agreement of FOAEC, dated as of April 1, 2021, as a “Member” thereunder, (ii) the Exchange Agreement, dated as of April 1, 2021 (the “Exchange Agreement”), by and among FOA, FOAEC and the holders of FOAEC Units from time to time, as an “LLC Unitholder” thereunder and (iii) the Registration Rights Agreement, dated as of April 1, 2021, by and among the Company, the Blackstone Investors, the BL Investors and each other Holder (each as defined therein) from time to time party thereto, as an “Other Holder” thereunder. Pursuant to the Exchange Agreement, AAG is permitted to exchange its FOAEC Units for shares of Company Class A Common Stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications. The foregoing summary is qualified in its entirety by reference to the text of the Equity Matters Agreement, which is included as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

As described in the Introductory Note above, on the Closing Date, the AAG Transaction was completed in accordance with the AAG Purchase Agreements.

The information in the Introductory Note above is incorporated by reference into this Item 2.01.

Item 3.02. Unregistered Sales of Equity Securities.

As described in the Introductory Note above, on the Closing Date, (i) the Company issued to AAG one share of Company Class B Common Stock and FOAEC issued to AAG 19,692,990 FOAEC Units pursuant to the Asset Purchase Agreement and (ii) the Company issued 10,869,566 shares of Company Class A Common Stock to each of the Investors pursuant to their respective Stock Purchase Agreement. The offer and sale of the foregoing shares of Company Class A Common Stock and Company Class B Common Stock and the FOAEC Units were made in reliance on an exemption from registration under Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”).

Under the AAG Purchase Agreements, FOAEC may issue to AAG up to 14,200,676 additional FOAEC Units upon the occurrence of certain events. The maximum number of FOAEC Units issuable to AAG under the AAG Purchase Agreements is 33,893,666 FOAEC Units.

The information in the Introductory Note above is incorporated by reference into this Item 3.02.

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

On March 31, 2023, the Company’s Board of Directors (the “Board”) appointed Graham A. Fleming, current President and interim Chief Executive Officer (CEO) of the Company, as Chief Executive Officer (principal executive officer), effective as of April 5, 2023.

Mr. Fleming, 54, joined the Company in December 2013 and was appointed to President of the Company in October 2020 and appointed as interim CEO, effective June 2022. Prior to his current role, Mr. Fleming served as Chief Administrative Officer, overseeing Finance, Treasury, Risk, Compliance and Corporate Administration. Prior to joining the Company, Mr. Fleming founded and served as the President of Icon Residential Lenders. Prior to that, Mr. Fleming served as the Chief Financial Officer of AMRESKO Residential Mortgage. Mr. Fleming brings over 25 years of experience in the

mortgage lending business including extensive expertise in strategic planning, accounting and financial management, regulatory compliance, quality control and risk management, secondary operations and capital markets. Mr. Fleming attended the Dublin Business School, Ireland and is a Chartered Certified Accountant. There were no changes to Mr. Fleming's compensation arrangements in connection with his appointment.

In connection with Mr. Fleming's appointment, the Board appointed Kristen Sieffert to serve as President of the Company. Ms. Sieffert, 42, has served as President of FAR since 2015. In that role, Ms. Sieffert, has been responsible for growth and innovation in the Company's reverse mortgage business. Prior to her role as president, Ms. Sieffert served as FAR's chief operating officer. Before joining FAR in 2012, Ms. Sieffert served as acting president for San Diego-based EquiPoint and vice president for operations at One Reverse Mortgage. Ms. Sieffert began her reverse mortgage career in 2004 with Financial Freedom Senior Funding Corp. She earned a bachelor's degree at the University of California, Los Angeles (UCLA) and in 2018, was accepted as a member of the San Diego Coastal Chapter of the Young Presidents Organization (YPO). In connection with her appointment, Ms. Sieffert's annual salary was increased to \$650,000, her target cash bonus under the Company's annual incentive plan was increased to \$1.2 million, with the final payout of such bonus to be based on individual achievement and Company performance goals as determined by the Company's compensation committee, and her target annual equity award of time-based restricted stock units under the Company's long term incentive plan was increased to \$1.25 million. Ms. Sieffert's brother-in-law is a non-executive officer employee of the Company and in connection therewith, received total compensation of approximately \$131,000 and \$190,000 in fiscal 2022 and 2021, respectively, consisting of an annual cash base salary and bonus, along with customary employee benefits available to salaried employees generally.

Item 7.01. Regulation FD Disclosure.

On April 3, 2023, the Company issued a press release announcing the consummation of the AAG Transaction and the Equity Investments and the aforementioned management updates. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

The information in this Item 7.01, including Exhibit 99.1, is furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section and shall not be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including with respect to the Company's expectations regarding the AAG Transaction and the Equity Investments. Forward-looking statements are not historical facts or statements of current conditions, but instead represent only management's beliefs regarding future events, many of which, by their nature, are inherently uncertain and outside of the Company's control. These statements are subject to risks, uncertainties, assumptions and other important factors. Factors that could cause the Company's actual results to differ materially from those expressed or implied in such forward-looking statements include, but are not limited to, those described under "Risk Factors" included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the Securities and Exchange Commission ("SEC") on March 16, 2023, as such factors may be amended and updated from time to time in the Company's subsequent periodic filings with the SEC, which are accessible on the SEC's website at www.sec.gov. Readers are cautioned not to put undue reliance on such forward-looking statements because actual results may vary materially from those expressed or implied. The Company assumes no obligation to, and expressly disclaims any obligation to, update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses or Funds Acquired

The financial statements required by this item will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days after the date on which this Current Report on Form 8-K must be filed.

(b) Pro Forma Financial Information.

The financial statements required by this item will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days after the date on which this Current Report on Form 8-K must be filed.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
2.1	<u>Asset Purchase Agreement, dated as of December 6, 2022, by and among the Company, FOAEC, FAR, AAG and, for the limited purposes described therein, the AAG Principal (incorporated by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K filed on March 16, 2023)</u>
2.2	<u>Servicing Rights Purchase and Sale Agreement, dated as of December 6, 2022, by and between FAR and AAG (incorporated by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K filed on March 16, 2023)</u>
2.3	<u>Loan Sale Agreement, dated as of December 6, 2022, by and between FAR and AAG (incorporated by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K filed on March 16, 2023)</u>
2.4	<u>Stock Purchase Agreement, dated as of December 6, 2022, by and between the Company and the Blackstone Investor (incorporated by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K filed on March 16, 2023)</u>
2.5	<u>Stock Purchase Agreement, dated as of December 6, 2022, by and between the Company and the BL Investor (incorporated by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K filed on March 16, 2023)</u>
2.6	<u>Amendment Agreement, dated as of March 31, 2023, by and between the Company, FOAEC, FAR, AAG and the AAG Principal</u>
10.1	<u>Equity Matters Agreement, dated as of March 31, 2023, by and among the Company, FOAEC and AAG</u>
99.1	<u>Press Release, dated as of April 3, 2023</u>
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.

Finance of America Companies Inc.

Date: April 3, 2023

/s/ Johan Gericke

Name: Johan Gericke

Title: Executive Vice President and Chief Financial Officer

AMENDMENT AGREEMENT

This Amendment Agreement (this "Agreement") is made as of March 31, 2023, by and among American Advisors Group, a California corporation ("Seller"), Finance of America Reverse LLC, a Delaware limited liability company ("Buyer"), Finance of America Equity Capital LLC, a Delaware limited liability company ("FOAEC"), and Finance of America Companies Inc., a Delaware corporation ("FOA") and collectively with Buyer and FOAEC, the "Buyer Parties", and, for the limited purposes described herein, Reza Jahangiri, an individual residing in the State of California (the "Seller Principal"). Each of Seller, the Buyer Parties and the Seller Principal may be referred to herein as a "Party" or collectively as the "Parties." All capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the Asset Purchase Agreement.

WHEREAS, (a) the Parties are party to that certain Asset Purchase Agreement, dated as of December 6, 2022 (as amended, the "Asset Purchase Agreement"), by and among Seller, the Buyer Parties and, for the limited purposes described therein, the Seller Principal, and (b) Seller and Buyer are parties to that certain Loan Sale Agreement, dated as of December 6, 2022 (the "Mortgage Loan Purchase Agreement"), by and between Seller and Buyer, and that certain Servicing Rights Purchase and Sale Agreement, dated as December 6, 2022 (the "MSR Purchase Agreement") and together with the Asset Purchase Agreement and Mortgage Loan Purchase Agreement, the "Purchase Agreements"), by and between Seller and Buyer.

WHEREAS, the Parties desire to set forth the understanding of the Parties with respect to certain matters governed by the Purchase Agreements as described herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Cash Consideration and Seller Note

- (a) Section 2.5(a) of the Asset Purchase Agreement is hereby amended to add a new clause (vi) as follows:
“(vi) the issuance by Buyer to Seller of a promissory note with an aggregate principal amount of \$4,500,000, in the form attached hereto as Exhibit C (the "Seller Note");”
- (b) The definition of ‘Cash Consideration’ in Section 1.1 of the Asset Purchase Agreement is hereby amended and replaced in its entirety as follows:
“Cash Consideration” means \$5,500,000.
- (c) The Asset Purchase Agreement is hereby amended to add a new Exhibit C in the form of Exhibit C attached to this Agreement.

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2. Closing. Notwithstanding anything to the contrary set forth in the Purchase Agreements (including Section 2.6 of the Asset Purchase Agreement), unless another time, date or place is agreed to in writing by the Parties, (a) the transactions contemplated to take place at the Closing under the Purchase Agreement shall occur at 10:00 a.m., New York City time, on March 31, 2023, (b) notwithstanding the foregoing clause (a), the Closing shall be deemed effective only as of 11:59 p.m., New York City time, on March 31, 2023 and (c) upon the occurrence of the transactions contemplated to take place at the Closing under the Purchase Agreement on March 31, 2023, no Party may repudiate the occurrence of the Closing or take any action that is inconsistent with the occurrence of the Closing, notwithstanding the Closing not being effective until 11:59 p.m., New York City time, on March 31, 2023.
 3. Employment Offers and Benefits.
 - (a) In accordance with Section 6.4(a)(i) of the Asset Purchase Agreement, Seller and Buyer hereby mutually agree that Employment Offers provided by the Buyer (in its discretion in accordance with Section 6.4(a) of the Asset Purchase Agreement) shall be effective on April 2, 2023 and any Business Employee provided with an Employment Offer may (to the extent the offer is accepted by the Business Employee) commence employment with the Buyer or the applicable Affiliate thereof on April 2, 2023 (or such later time as may be mutually agreed upon by Buyer and the applicable Business Employee) (the date such Business Employee commences employment with the Buyer of an Affiliate thereof, the "Employee Transfer Date"), subject to, in all cases, the exception set forth in Section 6(a)(ii) of the Asset Purchase Agreement with respect to Inactive Business Employees.
 - (b) The Parties agree that subsection (b) of the definition of "Closing Employee Liabilities" set forth in Article I of the Asset Purchase Agreement is hereby amended and replaced in its entirety as follows: "(b) any other Liability (i) involving current or former employees, directors and individual independent contractors of the Seller or its Affiliates (collectively, "Individual Service Providers") existing as of the Closing Date (with respect to any Individual Service Providers who do not become Transferred Employees) or the Employee Transfer Date (with respect to any Transferred Employees) or (ii) related to services performed at or prior to the Closing Date (with respect to any Individual Service Providers who do not become Transferred Employees) or at or prior to the Employee Transfer Date (with respect to any Transferred Employees), including, without limitation, with respect to any Seller Benefit Plan, amounts outstanding under any loan, promissory note, note payable or similar arrangement that are owed or payable to any such individuals (including those set forth on Schedule 1.1(c)), wages, benefits, bonuses, commissions, independent contractor or agent payments, payroll, paid time off, workers' compensation, unemployment benefits, severance, termination-related payments or benefits or any other similar payments or obligations (including all related employer payroll, social security and similar Taxes)."

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- (c) Notwithstanding anything in Section 6.4(e) of the Asset Purchase Agreement to the contrary, Seller hereby agrees that, with respect to each Transferred Employee, Seller shall continue to provide to such Transferred Employee the same health and welfare benefits excluding any life or disability insurance benefits, that were provided to such Transferred Employee as of immediately prior to the Closing through April 30, 2023, and take all necessary actions to effect the foregoing (including maintaining any applicable Seller Benefit Plans), subject to the rules and limitations of the applicable Seller Benefit Plans. Seller shall bear, or shall cause its Affiliates to bear, the expense and responsibility of the foregoing obligation set forth in this Section 3(c) which, for the avoidance of doubt, shall be treated and funded as Retained Liabilities pursuant to Section 9.9 of the Purchase Agreement.
4. Retained Assets and Retained Liabilities. The Parties hereby agree and acknowledge that each of the Contracts listed on Exhibit A attached hereto shall be deemed to be a Retained Asset and any associated Liability that would otherwise be an Assumed Liability shall be deemed to be a Retained Liability; provided that, in the event that any Contract listed on Exhibit A attached hereto is also an Excluded Asset listed on under the heading entitled “Assets to be Retained by Seller” on Schedule 1.1(b) to the Asset Purchase Agreement, such Contract shall not be considered a Retained Asset.
5. Effect on the Purchase Agreements. Except as expressly amended or modified by this Agreement, all terms, conditions and covenants contained in the Purchase Agreements remain in full force and effect. Nothing in this Agreement shall be construed to amend, modify or waive any provision of the Purchase Agreements or shall limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the Parties under the Purchase Agreements, other than as expressly amended or modified by this Agreement.
6. Miscellaneous. Article XI of the Asset Purchase Agreement is hereby incorporated herein by reference and made applicable, *mutatis mutandis*, to this Agreement as if set forth in their entirety herein.

[Signature pages follow]

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

SELLER:

AMERICAN ADVISORS GROUP

By: /s/ Reza Jahangiri

Name: Reza Jahangiri

Title: Chief Executive Officer

[Signature Page to Amendment Agreement]

BUYER:

FINANCE OF AMERICA REVERSE LLC

By: /s/ Graham Fleming

Name: Graham Fleming

Title: Chief Administrative Officer

FOAEC:

FINANCE OF AMERICA EQUITY CAPITAL LLC

By: /s/ Graham Fleming

Name: Graham Fleming

Title: President

FOA:

FINANCE OF AMERICA COMPANIES INC.

By: /s/ Graham Fleming

Name: Graham Fleming

Title: President & Interim Chief Executive Officer

[Signature Page to Amendment Agreement]

SELLER PRINCIPAL

By: /s/ Reza Jahangiri
Reza Jahangiri, Individually

[Signature Page to Amendment Agreement]

Exhibit A
Retained Assets

Exhibit C
Seller Note

EQUITY MATTERS AGREEMENT

This Equity Matters Agreement (this "Agreement") is made as of March 31, 2023 by and among Finance of America Companies Inc., a Delaware corporation ("FOA"), Finance of America Equity Capital LLC, a Delaware limited liability company ("FOAEC"), and American Advisors Group, a California corporation ("AAG"). FOA, FOAEC and AAG are each referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, FOA and/or FOAEC are parties to (i) that certain Amended and Restated Limited Liability Company Agreement of FOAEC, dated as of April 1, 2021 (as amended, supplemented or otherwise modified from time to time, the "LLC Agreement"), (ii) that certain Exchange Agreement, dated as of April 1, 2021 (as amended, supplemented or otherwise modified from time to time, the "Exchange Agreement"), by and among FOA, FOAEC and the holders of Class A Units of FOAEC ("Class A Units") from time to time, and (iii) that certain Registration Rights Agreement, dated as of April 1, 2021 (as amended, supplemented or otherwise modified from time to time, the "Registration Rights Agreement"), by and among FOA, the Blackstone Investors, the BL Investors and each other Holder (each as defined therein) from time to time party thereto;

WHEREAS, on the date hereof, Finance of America Reverse LLC ("FAR"), an indirect subsidiary of FOA and FOAEC, acquired from AAG certain of its assets and liabilities, and in exchange therefor, FOAEC issued to AAG Class A Units pursuant to that certain Asset Purchase Agreement, dated as of December 6, 2022 (as amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"), by and among the Parties, FAR and for the limited purposes set forth therein, Reza Jahangiri;

WHEREAS, pursuant to Sections 2.7(a)(vii) and 2.7(b)(iii) of the Asset Purchase Agreement and in connection with the acquisition by AAG of Class A Units on the date hereof, the Parties desire that AAG join and become a party to the LLC Agreement, the Exchange Agreement and the Registration Rights Agreement, and to further define the rights and obligations of AAG as a member of FOAEC as set forth herein; and

WHEREAS, pursuant to Section 11.16 of the LLC Agreement, the BL Investors and the Blackstone Investors (each as defined in the LLC Agreement) have consented to the execution by FOA and FOAEC of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. Joinder. AAG hereby joins and enters into the LLC Agreement, the Exchange Agreement and the Registration Rights Agreement having acquired Class A Units in FOAEC. By executing this Agreement, AAG accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of (a) a "Member" (as defined in the LLC Agreement) contained in the LLC Agreement, with all attendant rights, duties and obligations of a Member thereunder, (b) an "LLC Unitholder" (as defined in the Exchange Agreement) contained in the Exchange Agreement, with all attendant rights, duties and obligations of an LLC Unitholder thereunder, and (c) an "Other Holder" (as defined in the Registration Rights Agreement) contained in the Registration Rights Agreement, with all attendant rights, duties and obligations of an Other Holder thereunder, in each case, as though an original party thereto.

2. Registration Rights. Capitalized terms used in this Section 2 but not defined in this Agreement shall have the meanings ascribed thereto in the Registration Rights Agreement. Notwithstanding anything to the contrary set forth in the Registration Rights Agreement, the Parties agree as follows:

(a) Right to Demand a Shelf Registration. Upon the demand of AAG (which, for clarity, may be made no more than one time in any 2-month period), subject to Section 2.7 of the Registration Rights Agreement, when the Registrant is eligible to sell its Common Stock in a secondary offering on a delayed or continuous basis in accordance with Rule 415 of the Securities Act whether on Form S-1, Form S-3 or a successor form, the Registrant will facilitate in the manner described in this Agreement a shelf registration of the Registrable Securities requested by AAG to be included in such shelf registration. Promptly upon receiving any such demand (but in no event more than 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 Registrant shall use its reasonable best efforts to file a registration statement (or, at the Registrant's option, an amendment to an existing registration statement) relating to such demand. The Registrant shall use its reasonable best efforts to cause such registration to promptly be declared effective under (x) the Securities Act and (y) the blue sky laws of such jurisdictions as any participating Holder or any underwriter, if any, reasonably requests. With respect to any demand for shelf registration made by AAG, FOA will take such actions that it would be required to take under Section 2.16(b) of the Registration Rights Agreement if AAG were a Principal Stockholder. Notwithstanding anything to the contrary set forth in this Agreement or the Registration Rights Agreement, in no event shall the Registrant be required to file a registration statement upon a demand by AAG prior to the date that is 71 days following the date of this Agreement.

(b) Termination. The registration rights of AAG under the Registration Rights Agreement and this Section 2 shall automatically terminate upon AAG owning less than 1% of the outstanding Shares, or such earlier time as the Shares held by AAG may be sold pursuant to Section 4(a)(1), Rule 144 or 145 (or any similar provision then in effect) under the Securities Act, without limitation thereunder on volume or manner of sale.

(c) Amendments. Without the prior written consent of AAG, FOA shall not vote affirmatively in favor of, or consent in writing to, any amendment, supplement, waiver or modification of the Registration Rights Agreement that would (i) adversely affect the economic interests of AAG thereunder or (ii) increase the obligations of AAG disproportionately to other Holders.

3. Transfers: Mandatory Exchanges. Capitalized terms used in this Section 3 but not defined in this Agreement shall have the meanings ascribed thereto in the LLC Agreement. Notwithstanding anything to the contrary set forth in the LLC Agreement or the Exchange Agreement, the Parties agree as follows:

(a) Notwithstanding anything otherwise to the contrary, for so long as AAG owns at least 5% of the outstanding Units, AAG may Transfer Vested Units that are vested as of the date of such Exchange Transaction in an Exchange Transaction pursuant to, and in accordance with, the Exchange Agreement, but AAG shall not be required to comply with policies adopted or promulgated by the Board requiring the use of designated administrators or brokers.

(b) Notwithstanding the first sentence of Section 8.04 of the LLC Agreement, the Board may not cause to be Transferred in an Exchange Transaction the Units held by AAG without the consent of AAG, unless all other Members are required to Transfer in an Exchange Transaction all Units held by them.

(c) If the Board proposes to require all Members to Transfer in an Exchange Transaction all Units held by them pursuant to Section 8.04 of the LLC Agreement, AAG shall, at any meeting of the Members, however called, or at any adjournment thereof or in any other circumstances upon which a vote or other approval is sought, vote (in person or by proxy) its Units or provide its consent in writing, as applicable, in proportion to the Units owned by Members other than AAG. By way of example only, if holders of 70% of the outstanding Units owned by Members other than AAG vote in favor of such Exchange Transaction, AAG will vote 70% of its Units, or provide its written consent with respect to 70% of its Units, in favor of such Exchange Transaction.

(d) For the avoidance of doubt, AAG shall not be deemed a Service Provider for the purposes of the LLC Agreement and AAG's Units shall all be Vested Units.

(e) Without the prior written consent of AAG, FOA and FOAEC shall not vote affirmatively in favor of, or consent in writing to, any amendment, supplement, waiver or modification of the LLC Agreement that may materially and adversely affect the rights of AAG under the LLC Agreement other than on a pro rata basis with other holders of Units of the same Class as held by AAG.

(f) As of the date hereof, each of FOA and FOAEC represents, severally (and not jointly), to AAG that there is no subscription, letter or other agreement with any individual Member that provides for more favorable rights in respect of Class A Units outstanding as of the date hereof than those granted to AAG hereunder, other than any agreement (if any) made available publically and entered into after the date of the Asset Purchase Agreement, the Registration Rights Agreement, the Exchange Agreement, that certain Stockholders Agreement, dated as of April 1, 2021, by and among FOA and each of the Principal Stockholders (as defined therein) from time to time party thereto, that certain Tax Receivable Agreement, dated as of April 1, 2021, by and among Finance of America Companies Inc., the Blackstone Investors and the other parties thereto and that certain Tax Receivable Agreement, dated as of April 1, 2021, by and among Finance of America Companies Inc., the BL Investors and the other parties thereto.

4. Exchange Rights. Capitalized terms used in this Section 4 but not defined in this Agreement shall have the meanings ascribed thereto in the Exchange Agreement. Notwithstanding anything to the contrary set forth in the Exchange Agreement, the Parties agree as follows:

(a) In addition to Section 2.1(a)(i) of the Exchange Agreement, subject to adjustment as provided in Article II of the Exchange Agreement, AAG will be entitled to Exchange LLC Units for shares of Class A Common Stock at any time and not only on a Quarterly Exchange Date; *provided*, that the number of LLC Units surrendered in Exchanges pursuant to this Section 4(a) during any thirty (30) calendar day period represent, in the aggregate, greater than two percent of total interests in partnership capital or profits (*provided* that such Exchange constitutes a “block transfer” within the meaning of Treasury Regulation section 1.7704-1(e)(2)).

(b) Without the prior written consent of AAG, FOA and FOAEC shall not vote affirmatively in favor of, or consent in writing to, any amendment, supplement, waiver or modification of the Exchange Agreement that would adversely affect the rights of AAG under the Exchange Agreement, including for the avoidance of doubt any procedures inconsistent with or that impair or adversely affect the rights of AAG to Exchange LLC Units pursuant to this Section 4.

(c) As of the date hereof, each of FOA and FOAEC represents, severally (and not jointly), to AAG that there are no agreements that the FOA determines in good faith that would prohibit or should reasonably be expected to prohibit AAG from Exchanging its Units.

5. Pledges: Spin-offs

(a) Upon the request of AAG if it wishes to pledge, hypothecate or grant security interests in any or all of the shares of Common Stock or LLC Units held by it to banks or other licensed or regulated financial institutions as collateral or security for loans, advances or extensions of credit, FOA and FOAEC agree to cooperate with AAG by delivering customary letter agreements to lenders in form and substance reasonably satisfactory to such lenders (which may include customary agreements by FOA and FOAEC in respect of the exercise of remedies by such lenders) and instructing the transfer agent to transfer any such shares of Common Stock subject to the pledge, hypothecation or grant into the facilities of The Depository Trust Company without restricted legends.

(b) In the event that FOA effects the separation of any portion of its business into one or more entities (each, a “NewCo”), whether existing or newly formed, including without limitation by way of spin-off, split-off, carve-out, demerger, recapitalization, reorganization or similar transaction, and AAG will receive equity interests in any such NewCo as part of such separation, FOA shall cause any such NewCo to enter into a letter agreement with AAG that provides AAG with rights and obligations vis-a-vis such NewCo that are substantially identical to the rights and obligations that AAG has as of the date of such separation under this Agreement (to the extent such rights and obligations are applicable in light of the nature of NewCo and its equity interests).

6. Miscellaneous.

(a) Notice. The address of AAG for notice purposes pursuant to Section 11.02 of the LLC Agreement, Section 3.2 of the Exchange Agreement and Section 4.1 of the Registration Rights Agreement is as follows:

American Advisors Group
18200 Von Karman Ave., Suite 300
Irvine, California 92612
Attn: Chief Legal Officer
Telephone: (657) 236-5468
E-mail: pkonovalov@aag.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Orange County, CA 92626
Attn: Charles Ruck
Telephone: (714) 755-8245
E-mail: Charles.Ruck@lw.com

(a) Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. AAG may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Parties; provided that, for so long as AAG is Controlled (as defined in the LLC Agreement) by the Seller Principal (as defined in the Asset Purchase Agreement), AAG may assign all of its rights and obligations under this Agreement, in whole and not in part, to a Transferee (as defined in the LLC Agreement) of all of AAG's Class A Units, which Transferee is under common Control (as defined in the LLC Agreement) with AAG.

(b) Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall, to the fullest extent permitted by applicable law, be entitled to specific performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

(c) Amendments; Waivers. The provisions of this Agreement may be amended only by the written consent of each of the Parties. Any provision of this Agreement may be waived, or the time for its performance may be extended, by the written consent of the Party or Parties entitled to the benefit thereof.

(d) Termination. This Agreement may be terminated by the written consent of all of the Parties or, if earlier, shall be automatically terminated at such time at which AAG and its Affiliates do not own, directly or indirectly, any Class A Units, FOA Class A Common Stock or any successor securities thereto. Notwithstanding the foregoing, Section 6 shall survive the termination of this Agreement in accordance with the terms thereof.

(e) Other. Sections 11.01 (*Severability*), 11.02 (*Notice*), 11.03 (*Cumulative Remedies*), 11.04 (*Binding Effect*), 11.05 (*Interpretation*), 11.06 (*Counterparts*), 11.07 (*Further Assurances*), 11.09 (*Governing Law*), 11.10 (*Submission to Jurisdiction; Waiver of Jury Trial*), 11.13 (*No Third Party Beneficiaries*), 11.14 (*Headings*), 11.18 (*Delivery by Facsimile or Email*) of the LLC Agreement are incorporated herein by reference, *mutatis mutandis*.

[*Signature Pages Follow*]

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

FINANCE OF AMERICA COMPANIES INC.

By: /s/ Graham Fleming
Name: Graham Fleming
Title: President & Interim Chief Executive Officer

FINANCE OF AMERICA EQUITY CAPITAL LLC

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

AMERICAN ADVISORS GROUP

By: /s/ Reza Jahangiri
Name: Reza Jahangiri
Title: Chief Executive Officer

[Signature Page to Equity Matters Agreement]



Finance of America Marks New Chapter in its Strategic Vision to Create Modern Retirement Solutions Centered on the Home

Company's Retirement Solutions Platform Bolstered with the Acquisition of Assets of Reverse Mortgage Lender American Advisors Group, and Promotions of Graham A. Fleming to Chief Executive Officer and Kristen N. Sieffert to President

Plano, Texas – April 3, 2023 – Finance of America Companies Inc. (NYSE: FOA) (“FOA” or the “Company”) today announced a new chapter in the Company’s strategy to create a retirement solutions platform that helps older homeowners achieve financial goals in retirement.

The announcement follows the close of FOA’s previously announced transaction to acquire the assets of American Advisors Group (“AAG”), a leading direct-to-consumer reverse mortgage lender, on March 31, 2023. The acquisition is expected to be immediately accretive to tangible book value and earnings.

To drive the Company’s strategic vision, the Board of Directors has named Graham A. Fleming as its Chief Executive Officer and promoted Kristen Sieffert to President, each effective April 5, 2023. Mr. Fleming, a 25-year veteran in the mortgage industry, joined Finance of America in 2013 and served as President from late 2020 until he was named interim CEO in 2022. Ms. Sieffert brings nearly 20 years of experience in the reverse mortgage space and has served as President of Finance of America Reverse (“FAR”) since 2015. She is credited with ushering in the Company’s industry-leading suite of proprietary products designed to fill gaps in the marketplace and meet the demands of today’s borrowers.

A New Chapter for Finance of America

The FOA platform currently boasts innovative options to finance aging in place, as well as an expanding suite of solutions designed to support a thriving later life and bring enhanced quality and dignity to retirees in various aspects of their lives in and out of the home. This includes home improvement and remodeling, homesharing, and the core reverse mortgage business that provides access to home equity. With the recently closed AAG acquisition, Finance of America is now one of the largest reverse mortgage lenders in the United States. The transaction adds a direct-to-consumer retail channel whose advertising reaches more than 10 million consumers annually. The transaction highlights FOA’s strategic vision to become the preeminent destination for Americans who can benefit from a modern, enhanced retirement approach that centers on unlocking the potential of the home to deliver an incredible array of advantages.

Mr. Fleming said, “I am proud to lead Finance of America as we bring a differentiated offering to the industry that will help even more Americans embrace a modern retirement and understand the value and benefits of home equity. We have long been the largest provider of proprietary reverse products and a leader in education for the industry. Our recent acquisition adds a new direct-to-consumer channel to our capabilities and expands our reach to millions of consumers.”

Ms. Sieffert said, “I am excited to work with so many talented individuals focused on helping Americans live well, longer. We believe the home can act as a shelter and a springboard for today’s modern retirees to achieve their goals and thrive. By making the home the centerpiece of longevity and retirement, Finance of America is committed to becoming a lifelong resource that empowers customers with innovative tools to build a remarkable, fulfilled and most importantly, sustainable financial future.”



About Finance of America

Finance of America (NYSE: FOA) is a specialty finance consumer lending platform that provides customers with access to an innovative range of modern retirement solutions centered on the home, including reverse mortgages and home improvement loans as well as home-sharing services. In addition, FOA offers complementary lending services to enhance the customer experience, as well as capital markets and portfolio management capabilities to optimize distribution to investors. FOA is headquartered in Plano, Texas. For more information about FOA, please visit www.financeofamerica.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including with respect to the Company's expectations regarding the AAG transaction. Forward-looking statements are not historical facts or statements of current conditions, but instead represent only management's beliefs regarding future events, many of which, by their nature, are inherently uncertain and outside of the Company's control. These statements are subject to risks, uncertainties, assumptions, and other important factors. Factors that could cause the Company's actual results to differ materially from those expressed or implied in such forward-looking statements can be found in the section entitled "Risk Factors" included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on March 16, 2023, as such factors may be amended and updated from time to time in the Company's subsequent periodic filings with the SEC, which are accessible on the SEC's website at www.sec.gov. Readers are cautioned not to put undue reliance on such forward-looking statements because actual results may vary materially from those expressed or implied. The Company assumes no obligation to, and expressly disclaims any obligation to, update or revise any forward-looking statements, whether as a result of new information, future events or otherwise except as required by applicable law.

Contacts

For Finance of America Media Relations: pr@financeofamerica.com
For Finance of America Investor Relations: ir@financeofamerica.com