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): December 18, 2019

MOSAIC ACQUISITION CORP.
(Exact name of registrant as specified in its charter)

Delaware		
(State or other jurisdiction of incorporation)		
001-38246		**98-1380306**
(Commission File Number)		**(IRS Employer Identification No.)**
375 Park Avenue		
New York, NY		**10152**
(Address of principal executive offices)		**(Zip Code)**

(212) 763-0153
(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 (see General Instruction A.2 below):

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Class A common stock, $0.0001 par value, and one-third of one warrant	**MOSC.U**	**New York Stock Exchange**
Class A common stock included as part of the units	**MOSC**	**New York Stock Exchange**
Warrants included as part of the units	**MOSC 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. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Merger Agreement

On December 18, 2019, Mosaic Acquisition Corp. ("Mosaic") entered into an amendment (the "Amendment") to the previously announced Agreement and Plan of Merger, dated as of September 15, 2019 (the "merger agreement"), by and among Mosaic, Maiden Merger Sub, Inc. ("Merger Sub"), a wholly owned subsidiary of Mosaic and Vivint Smart Home, Inc. ("Vivint Smart Home"), pursuant to which Vivint Smart Home will merge with and into Merger Sub with Vivint Smart Home as the surviving entity, on the terms and conditions of the Merger Agreement (the "merger"). The Amendment amends the Merger Agreement to, among other things, (i) reduce the exchange ratio and VGI exchange ratio from 209.6849221312 and 0.2076986176 to 84.5320916792 and 0.0864152412, respectively, to reflect a reduced transaction enterprise valuation of $4.1 billion, (ii) provide for an additional 12.5 million of Class A common shares to be issued to Vivint Smart Home's holders upon achievement of a $17.50 earnout threshold, (iii) provide for the additional investment by a forward purchaser and the additional investment by an affiliate of Fortress Investment Group LLC (each as described under "Additional Forward Purchaser Subscription" and "Fortress Subscription and Backstop Agreement", respectively), (iv) decrease the termination fee to $32.4 million and (v) agree to adjourn the special meeting to approve the merger to January 14, 2020.

The foregoing description of the Amendment and the transactions contemplated thereby is not complete and are subject to, and qualified in its entirety by reference to, the actual agreement, a copy of which is filed with this Current Report on Form 8-K as Exhibit 2.1, and the terms of which are incorporated herein by reference.

Additional Forward Purchaser Subscription

In connection with the execution of the Amendment, Mosaic has also entered into an additional subscription agreement (the "Additional Forward Purchaser Subscription Agreement") with one of the forward purchasers (the "Forward Purchaser") that had committed at the time of Mosaic's initial public offering to purchase newly-issued shares of Mosaic Class A common stock upon the consummation of a business combination, which includes the merger. Pursuant to the Additional Forward Purchaser Subscription Agreement, immediately prior to the effective time of the merger, Mosaic will sell, and the Forward Purchaser will purchase from Mosaic, 5,000,000 shares of Mosaic Class A common stock at $10.00 per share. As consideration for the additional investment, 25% of Mosaic Sponsor LLC's shares of Mosaic Class F common stock and private placement warrants will be forfeited to Mosaic and Mosaic will issue to the Forward Purchaser an equal number of shares of Mosaic Class A common stock and warrants concurrently with the consummation of the merger.

In connection with the Additional Forward Purchaser Subscription Agreement, Mosaic has entered into a lockup agreement with the Forward Purchaser, pursuant to which the shares purchased by the Forward Purchaser under the Additional Forward Purchaser Subscription Agreement will be subject to a six-month lockup.

The foregoing description of the Fortress Subscription and Backstop Agreement and the lockup agreement and the transactions contemplated by each such agreement is not complete and is subject to, and qualified in its entirety by reference to, the actual agreements, copies of which are filed with this Current Report on Form 8-K as Exhibits 10.1 and 10.2, and the terms of which are incorporated herein by reference.

Fortress Subscription and Backstop Agreement

In connection with the execution of the Amendment, Mosaic has also entered into a Subscription and Backstop Agreement (the "Fortress Subscription and Backstop Agreement") with an affiliate of Fortress Investment Group LLC (the "Fortress Subscriber"), pursuant to which the Fortress Subscriber committed to purchase up to $50,000,000 in aggregate purchase price of shares of Mosaic Class A common stock as follows: the Fortress Subscriber (i) intends to purchase up to $50,000,000 in aggregate purchase price of shares of Mosaic Class A common stock in the open market, subject to applicable law, (ii) agreed to backstop redemptions by subscribing for a number of shares of newly-issued shares of Mosaic Class A common stock at a purchase price per share equal to

the per-share value of the Mosaic's Trust Account at the time of any such redemptions (the "Trust Value") to be issued at the closing of the merger with an aggregate value equal to the lesser of (x) $50,000,000 (less the aggregate purchase price of the shares purchased by it in the open market) and (y) the aggregate value of the number of shares of Mosaic Class A common stock that elect to redeem in the redemption offer (based on the Trust Value), and (iii) agreed to subscribe for up to $50,000,000 (less the aggregate purchase price of the shares purchased by it in the open market and to backstop redemptions) in aggregate purchase price of newly-issued shares of Mosaic Class A common stock at $10.00 per share to be issued at the election of Vivint Smart Home at the closing of the merger. The obligations to consummate the subscriptions contemplated by the Fortress Subscription and Backstop Agreement are conditioned upon, among other things, customary closing conditions and the consummation of the transactions contemplated by the merger agreement. All the shares purchased by the Fortress Subscriber under the Fortress Subscription and Backstop Agreement will also be subject to the restrictions of the Confidentiality and Lockup Agreement, dated September 15, 2019, to which it is party.

The foregoing description of the Fortress Subscription and Backstop Agreement and the transactions contemplated thereby is not complete and are subject to, and qualified in its entirety by reference to, the actual agreement, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.3, and the terms of which are incorporated herein by reference.

Amendments to Forward Purchase Agreements

In connection with the execution of the Amendment, Mosaic has also entered into amendments with each of the forward purchasers that had committed at the time of Mosaic's initial public offering to purchase newly-issued shares of Mosaic Class A common stock upon the consummation of a business combination. These amendments provide, among other things, for waivers by the forward purchasers of certain rights of first offer with respect to the investments to be made pursuant to the Additional Forward Purchaser Subscription Agreement and the Fortress Subscription and Backstop Agreement.

The foregoing description of the amendments with the forward purchasers is not complete and is subject to, and qualified in its entirety by reference to, the actual agreements, the form of which is filed with this Current Report on Form 8-K as Exhibit 10.4, and the terms of which are incorporated herein by reference.

Item 8.01 Other Events.

On December 18, 2019, Vivint Smart Home and Mosaic issued a joint press release announcing the execution of the Amendment and certain other information relating to the related transactions, including Mosaic's intent to hold and adjourn its special meeting scheduled for December 18, 2019 to January 14, 2019. The press release is included as Exhibit 99.1 hereto.

The information under this Item 7.01, including the exhibit attached hereto, is being furnished and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that Section. The information under this Item 7.01 shall not be incorporated by reference into any registration statement pursuant to the Securities Act of 1933.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit	Description
2.1	Amendment No. 1 to the Agreement and Plan of Merger, dated as of December 18, 2019, by and among Mosaic, Merger Sub and Vivint Smart Home.
10.1	Subscription Agreement, dated as of December 18, 2019, by and among Mosaic, Fayerweather Fund Eiger, L.P. and Vivint Smart Home.
10.2	Lockup Agreement, dated as of December 18, 2019, by and among Mosaic and Fayerweather Fund Eiger, L.P.

10.3	Subscription and Backstop Agreement, dated as of December 18, 2019, by and among Mosaic, the Fortress Subscriber and Vivint Smart Home.
10.4	Form of Amendment to the Forward Purchase Agreements.
99.1	Press release issued by Mosaic and Vivint Smart Home on December 18, 2019.

SIGNATURE

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.

Mosaic Acquisition Corp.

By: /s/ David M. Maura
Name: David M. Maura
Title: Chief Executive Officer

Date: December 18, 2019

Exhibit 2.1

Execution Version

This **AMENDMENT NO. 1**, dated as of December 18, 2019 (this "Amendment"), to the Agreement and Plan of Merger, dated as of September 15, 2019 (the "Merger Agreement"), by and among Mosaic Acquisition Corp., a Delaware corporation ("Acquiror"), Maiden Merger Sub, Inc., a Delaware corporation ("Merger Sub"), and Vivint Smart Home, Inc., a Delaware corporation (the "Company"), is made and entered into by and among Acquiror, Merger Sub and the Company (collectively, the "Parties").

RECITALS

WHEREAS, the Parties previously entered into the Merger Agreement; and

WHEREAS, each of the Parties desires to amend the Merger Agreement pursuant to Section 11.10 of the Merger Agreement as provided herein.

NOW, THEREFORE, in consideration of these premises and of the mutual agreements contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Recitals.

a. The fifth recital to the Merger Agreement is hereby deleted and replaced in its entirety with the following:

> WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, (i) Acquiror and the Fortress Subscriber have entered into that certain Subscription Agreement, dated as of the date hereof (as amended or modified from time to time, the "Fortress Subscription Agreement"), (ii) Acquiror and the Fortress Subscriber have entered into that certain Subscription and Backstop Agreement, dated as of December 18, 2019 (as amended or modified from time to time, the "Incremental Fortress Subscription Agreement"), (iii) Acquiror and each of the Blackstone Subscribers have entered into those certain Subscription Agreements, each dated as of the date hereof (as amended or modified from time to time, the "Blackstone Subscription Agreements") and (iv) Acquiror and Fayerweather Fund Eiger, L.P. (the "Loreda Subscriber") have entered into that certain Subscription Agreement, dated as of December 18, 2019 (as amended or modified from time to time, the "Loreda Subscription Agreement" and, together with the Fortress Subscription Agreement and the Blackstone Subscription Agreements, the "Subscription Agreements");

b. The fourteenth recital to the Merger Agreement is hereby deleted and replaced in its entirety with the following:

> WHEREAS, each of the parties intends that, for U.S. federal income tax purposes, (i) this Agreement shall constitute a "plan of reorganization" within the meaning of Section 368 of the Internal Revenue Code of 1986 (the "Code") and the Treasury Regulations promulgated thereunder and (ii) the Merger shall constitute a "reorganization" within the meaning of Section 368(a) of the Code (the "Intended Tax Treatment");

2. Amendment to Termination Fee and Exchange Ratios.

a. The definition of "Company Termination Payment" set forth in Section 1.01 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"Company Termination Payment" means $32,380,000.

b. The definition of "Exchange Ratio" set forth in Section 1.01 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"Exchange Ratio" means 84.5320916792.

c. The definition of "VGI Exchange Ratio" set forth in Section 1.01 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"VGI Exchange Ratio" means 0.0864152412.

3. Amendment to Closing Date. Section 2.03 of the Merger Agreement is amended by deleting it in its entirety and replacing it with:

2.03 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") shall take place electronically through the exchange of documents via e-mail or facsimile on a date designated by the Company which is within two Business Days after the date on which all conditions set forth in Article IX shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof) or such other time and place as Acquiror and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to in this Agreement as the "Closing Date." Subject to the satisfaction or waiver of all of the conditions set forth in Article IX of this Agreement, and provided this Agreement has not theretofore been terminated pursuant to its terms, on the Closing Date, the Company and Merger Sub shall cause the Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Sections 251 and 103 of the DGCL.

4. Amendment to Earnouts.

a. The definition of "Earnout Shares" set forth in Section 1.01 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"Earnout Shares" means the shares of Acquiror Common Stock that may be issued pursuant to Section 3.06(a), Section 3.06(b) and Section 3.06(c).

b. Section 1.01 of the Merger Agreement is hereby amended by adding the following two defined terms in alphabetical order:

"Third Earnout Achievement Date" has the meaning specified in Section 3.06(c).

"Third Earnout Fully Diluted Shares" means the sum of (a) the number of shares of Acquiror Common Stock issued to holders of Company Common Stock at the Effective Time (including holders of shares of Company Common Stock (x) resulting from the conversion of Company Preferred Stock described in Section 3.01(a) or (y) issued as a result of the transactions contemplated by Section 3.05(d)(i) that are vested as of the Effective Time, but excluding any shares of Company Restricted Stock) plus (b) the number of shares of Acquiror Common Stock issued from the Effective Time through the Third Earnout Achievement Date in respect of settled or exercised, as applicable, Rollover Equity Awards (including any shares of Rollover Restricted Stock which have become vested as of or prior to the Third Earnout Achievement Date) plus (c) the number of shares of Acquiror Common Stock underlying unsettled and unexercised Rollover Equity Awards outstanding as of the Third Earnout Achievement Date (excluding, for the avoidance of doubt, any Rollover RSUs, Rollover SARs and shares of Rollover Restricted Stock that have been forfeited or cancelled at any time from the Effective Time through the Third Earnout Achievement Date).

c. Section 3.01(b) of the Merger Agreement is hereby amended by deleting it in its entirety and replacing it with:

(b) at the Effective Time, by virtue of the Merger and without any action on the part of any Acquiror Stockholder, each share of Company Common Stock (including shares of Company Common Stock resulting from the conversion of Company Preferred Stock described in Section 3.01(a)) that is issued and outstanding immediately prior to the Effective Time (other than the Dissenting Shares), shall thereupon be converted into, and the holder of such share of Company Common Stock shall be entitled to receive, (1) the number of shares of Acquiror Common Stock equal to the Exchange Ratio (the "Per Share Merger Consideration"), (2) a number of shares of Acquiror Common Stock issuable pursuant to Section 3.06(a), if any, (3) a number of shares of Acquiror Common Stock issuable pursuant to Section 3.06(b), if any, and (4) a number of shares of Acquiror Common Stock issuable pursuant to Section 3.06(c), if any. All of the shares of Company Common Stock converted into the right to receive the Per Share Merger Consideration pursuant to this Section 3.01(b) shall no longer be outstanding and shall cease to exist, and each holder of Company Common Stock shall thereafter cease to have any rights with respect to such securities, except the right to receive the Per Share Merger Consideration into which such shares of Company Common Stock shall have been converted in the Merger;

d. Section 3.05(a), (b) and (c) of the Merger Agreement is hereby amended by deleting each reference to "described in Section 3.06(a)(iv) and Section 3.06(b)(iv), if applicable" and replacing such reference with "described in Section 3.06(a)(iv), Section 3.06(b)(iv) and Section 3.06(c)(iv), if applicable".

e. Section 3.05(d)(ii) of the Merger Agreement is hereby amended by deleting it in its entirety and replacing it with:

(ii) Effective as of the Effective Time, each share of Company Restricted Stock (as amended pursuant to Exhibit E), to the extent then unvested and outstanding, shall automatically, without any action on the part of the holder thereof, be cancelled and converted into (1) a number of shares of restricted Acquiror Common Stock equal to the Exchange Ratio, rounded to the nearest whole share of Acquiror Common Stock (after such conversion, "Rollover Restricted Stock"), (2) a number of shares of Acquiror Common Stock issuable pursuant to Section 3.06(a), if any, (3) a number of shares of Acquiror Common Stock issuable pursuant to Section 3.06(b), if any, and (4) a number of shares of Acquiror Common Stock issuable pursuant to Section 3.06(c), if any

f. Section 3.06 of the Merger Agreement is hereby amended by adding a new Section 3.06(c):

(c) If, at any time during the five (5) years following the Closing, the VWAP of Acquiror Common Stock is greater than or equal to $17.50 for any twenty (20) Trading Days within any thirty- (30-) Trading Day period (such time when the foregoing is first satisfied, the "Third Earnout Achievement Date"), the Company shall promptly:

(i) issue to each holder of shares of Company Common Stock outstanding immediately prior to the Effective Time (including holders of shares of Company Common Stock resulting from the conversion of Company Preferred Stock described in Section 3.01(a) or issued as a result of the transactions contemplated by Section 3.05(d)(i)), a number of shares of Acquiror Common Stock equal to the product of (1) the quotient of (A) the number of shares of Acquiror Common Stock issued to such holder at the Effective Time in respect of the Company Common Stock held by such holder as of immediately prior to the Effective Time divided by (B) the Third Earnout Fully Diluted Shares multiplied by (2) 12,500,000;

(ii) issue to each holder of shares of Acquiror Common Stock who received such Acquiror Common Stock in respect of a settled, vested, or exercised Rollover Equity Award, as applicable, a number of shares of Acquiror Common Stock equal to the product of (1) the quotient of (A) the number of shares of Acquiror Common Stock so issued to such holder in respect of such Rollover Equity Award divided by (B) the Third Earnout Fully Diluted Shares multiplied by (2) 12,500,000;

(iii) issue to each holder of shares of Rollover Restricted Stock, a number of shares of restricted Acquiror Common Stock (subject to the same vesting terms as the Rollover Restricted Stock) equal to the product of (1) the quotient of (A) the number of shares of restricted Acquiror Common Stock so issued to such holder in respect of the Rollover Restricted Stock outstanding on the Third Earnout Achievement Date divided by (B) the Third Earnout Fully Diluted Shares multiplied by (2) 12,500,000; and

(iv) the Company shall adjust the strike price and/or other terms and conditions of each outstanding unsettled or unexercised Rollover Equity Award (other than Rollover Restricted Stock), such that each such Rollover Equity Award is increased in value by the equivalent of the product of (1) the quotient of (A) the number of shares of Acquiror Common Stock subject to such Rollover Equity Award outstanding on the Third Earnout Achievement Date divided by (B) the Third Earnout Fully Diluted Shares multiplied by (2) 12,500,000; provided that any such adjustments shall be subject to the same vesting terms and conditions as the underlying Rollover Equity Award.

g. Section 3.06(c) of the Merger Agreement is hereby amended by deleting it in its entirety, renumbering such section as "Section 3.06(d)" and replacing it with:

(d) The Acquiror Common Stock price targets set forth in Section 3.06(a), Section 3.06(b) and Section 3.06(c) and the number of shares to be issued pursuant to Section 3.06(a), Section 3.06(b) and Section 3.06(c) shall be equitably adjusted for any stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, or any similar event affecting the Acquiror Common Stock after the date of this Agreement.

h. Section 3.06(d) of the Merger Agreement is hereby amended by deleting it in its entirety, renumbering such section as "Section 3.06(e)" and replacing it with:

(e) In the event that there is an agreement with respect to an Acquiror Sale entered into after the Closing and prior to the date that is five (5) years following the Closing Date, (i) the First Earnout Achievement Date shall be deemed to occur on the day prior to the closing of such Acquiror Sale if the price paid per share of Common Stock in such Acquiror Sale exceeds $12.50, (ii) the Second Earnout Achievement Date shall also be deemed to occur on the day prior to the closing of such Acquiror Sale if the price paid per share of Common Stock in such Acquiror Sale exceeds $15.00 and (iii) the Third Earnout Achievement Date shall also be deemed to occur on the day prior to the closing of such Acquiror Sale if the price paid per share of Common Stock in such Acquiror Sale exceeds $17.50 (in each case of clauses (i) through (iii), to the extent such date has not already occurred; to the extent the price paid per share includes contingent consideration or property other than cash, the Acquiror Board shall determine the price paid per share of Common Stock in such Acquiror Sale in good faith) and the Company shall issue the Acquiror Common Stock issuable pursuant to Section 3.06(a), Section 3.06(b) and Section 3.06(c) on the date prior to the closing of such Acquiror Sale (in each case, to the extent such Acquiror Common Stock has not previously been issued).

i. Section 3.07 of the Merger Agreement is hereby amended by deleting the reference to "pursuant to Section 3.06(a) or Section 3.06(b)" and replacing it with "pursuant to Section 3.06(a), Section 3.06(b) or Section 3.06(c)".

5. Amendment to Company Representations. The Merger Agreement is amended by adding the following Section 5.23 and Section 5.24 in appropriate numerical order:

Section 5.23 Incremental Fortress Subscription Agreement. The Acquiror has delivered to the Company on December 18, 2019 (the "Amendment Date") a true, correct and complete copy of the fully executed Incremental Fortress Subscription Agreement pursuant to which the Fortress Subscriber has committed, subject to the terms and conditions therein, to purchase up to 5,000,000 shares of Acquiror Common Stock. The Incremental Fortress Subscription Agreement is in full force and effect and is legal, valid and binding upon the Acquiror and the Fortress Subscriber, enforceable in accordance with its terms. The Incremental Fortress Subscription Agreement has not been withdrawn, terminated, amended or modified since the Amendment Date and prior to the execution of Amendment No. 1 to this Agreement, and, to the knowledge of Acquiror, as of the Amendment Date no such withdrawal, termination, amendment or modification is contemplated, and as of the Amendment Date the commitments contained in the Incremental Fortress Subscription Agreement have not been withdrawn, terminated or rescinded by the Fortress Subscriber in any respect. As of the Amendment Date, there are no side letters or Contracts to which Acquiror or Merger Sub is a party related to the provision or funding, as applicable, of the purchases contemplated by the Incremental Fortress Subscription Agreement or the transactions contemplated hereby other than as expressly set forth in this Agreement, the Incremental Fortress Subscription Agreement or any other agreement entered into (or to be entered into) in connection with the Transactions delivered to the Company. Acquiror has fully paid any and all commitment fees or other fees required in connection with the Incremental Fortress Subscription Agreement that are payable on or prior to the Amendment Date and will pay any and all such fees when and as the same become due and payable after the Amendment Date pursuant to the Incremental Fortress Subscription Agreement. Acquiror has, and to the knowledge of Acquiror the Fortress Subscriber has, complied with all of its obligations under the Incremental Fortress Subscription Agreement. There are no conditions precedent or other contingencies related to the consummation of the purchases set forth in the Incremental Fortress Subscription Agreement, other than as expressly set forth in the Incremental Fortress Subscription Agreement. To the knowledge of Acquiror, as of the Amendment Date, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to (i) constitute a default or breach on the part of Acquiror or the Fortress Subscriber, (ii) assuming the conditions set forth in Section 9.01 and Section 9.02 will be satisfied, constitute a failure to satisfy a condition on the part of Acquiror or the Fortress Subscriber or (iii) assuming the conditions set forth in Section 9.01 and Section 9.02 will be satisfied result in any portion of the amounts to be paid by the Fortress Subscriber in accordance with the Incremental Fortress Subscription Agreement being unavailable on the Closing Date. As of the Amendment Date, assuming the conditions set forth in Section 9.01 and Section 9.02 will be satisfied, Acquiror has no reason to believe that any of the conditions to the consummation of the purchases under the Incremental Fortress Subscription Agreement will not be satisfied, and, as of the Amendment Date, Acquiror is not aware of the existence of any fact or event that would or would reasonably be expected to cause such conditions not to be satisfied.

Section 5.24 Loreda Subscription Agreement. The Acquiror has delivered to the Company on the Amendment Date a true, correct and complete copy of the fully executed Loreda Subscription Agreement pursuant to which the Loreda Subscriber has committed, subject to the terms and conditions therein, to purchase 5,000,000 shares of Acquiror Common Stock. The Loreda Subscription Agreement is in full force and effect and is legal, valid and binding upon the Acquiror and the Loreda Subscriber, enforceable in accordance with its terms. The Loreda Subscription Agreement has not been withdrawn, terminated, amended or modified since the Amendment Date and prior to the execution of Amendment No. 1 to this Agreement, and, to the knowledge of Acquiror, as of the Amendment Date no such withdrawal, termination, amendment or modification is contemplated, and as of the Amendment Date the commitments contained in the Loreda Subscription Agreement have not been withdrawn, terminated or rescinded by the Loreda Subscriber in any respect. As of the Amendment Date, there are no side letters or Contracts to which Acquiror or Merger Sub is a party related to the provision or funding, as applicable, of the purchases contemplated by the Loreda Subscription Agreement or the transactions contemplated hereby other than as expressly set forth in this Agreement, the Loreda Subscription Agreement or any other agreement entered into (or to be entered into) in connection with the Transactions delivered to the Company. Acquiror has fully paid any and all commitment fees or other fees required in connection with the Loreda Subscription Agreement that are payable on or prior to the Amendment Date and will pay any and all such fees when and as the same become due and payable after the Amendment Date pursuant to the Loreda Subscription Agreement. Acquiror has, and to the knowledge of Acquiror the Loreda Subscriber has, complied with all of its obligations under the Loreda Subscription Agreement. There are no conditions precedent or other contingencies related to the consummation of the purchases set forth in the Loreda Subscription Agreement, other than as expressly set forth in the Loreda Subscription Agreement. To the knowledge of Acquiror, as of the Amendment Date, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to (i) constitute a default or breach on the part of Acquiror or the Loreda Subscriber, (ii) assuming the conditions set forth in Section 9.01 and Section 9.02 will be satisfied, constitute a failure to satisfy a condition on the part of Acquiror or the Loreda Subscriber or (iii) assuming the conditions set forth in Section 9.01 and Section 9.02 will be satisfied result in any portion of the amounts to be paid by the Loreda Subscriber in accordance with the Loreda Subscription Agreement being unavailable on the Closing Date. As of the Amendment Date, assuming the conditions set forth in Section 9.01 and Section 9.02 will be satisfied, Acquiror has no reason to believe that any of the conditions to the consummation of the purchases under the Loreda Subscription Agreement will not be satisfied, and, as of the Amendment Date, Acquiror is not aware of the existence of any fact or event that would or would reasonably be expected to cause such conditions not to be satisfied.

6. Amendment to Special Meeting Proposals.

a. Section 8.02(c) of the Merger Agreement is amended by deleting clause (iv) thereof and replacing it with:

> (iv) approval of the issuance of Acquiror Common Stock pursuant to the Fortress Subscription Agreement, the Incremental Fortress Subscription Agreement, the Loreda Subscription Agreement and the Blackstone Subscription Agreements and any other issuance of Acquiror Common Stock in connection with the Transactions in accordance with this Agreement, in each case to the extent required by NYSE listing rules (the "Subscription Proposals"),

b. Section 8.02(c) of the Merger Agreement is amended by deleting the last two sentences thereof and replacing them with:

> The Acquiror Omnibus Incentive Plan Proposal shall provide that an aggregate number of shares of Acquiror Common Stock equal to 15% of the outstanding shares of Acquiror Common Stock, on a fully diluted basis, as of Closing shall be reserved for issuance pursuant to the Acquiror Omnibus Incentive Plan, subject to annual increases of 7.5% as shall be provided therein. Without the prior written consent of the Company, the Proposals shall be the only matters (other than procedural matters) which Acquiror shall propose to be acted on by Acquiror's stockholders at the Special Meeting.

7. Amendment to Special Meeting Provision. Section 8.02(d) of the Merger Agreement is amended by deleting the last sentence thereof and replacing it with:

> Notwithstanding the foregoing provisions of this Section 8.02(d), once notice of the Special Meeting has been given, without the prior written consent of the Company, (x) Acquiror shall not cancel, recess, adjourn, postpone or delay the Special Meeting and (y) neither the Acquiror Board nor any committee or subcommittee shall change the record date for determining stockholders of Acquiror entitled to notice of or to vote at the Special Meeting or any adjournment; provided, however, that Acquiror shall have the right to (and shall) adjourn the Special Meeting on a single occasion to January 14, 2020 at 9:00 a.m.; provided, further, that in connection with such adjournment, (A) neither the Acquiror Board nor any committee or subcommittee shall change the record date for determining stockholders of Acquiror entitled to notice of or to vote at the Special Meeting or any adjournment and (B) the Acquiror Board shall direct that the date, time and place of the adjournment be announced at the Special Meeting. Following the adjournment of the Special Meeting in accordance with the immediately preceding two provisos, Acquiror (I) shall cause a supplement to the Proxy Statement to be disseminated to Acquiror's stockholders in compliance with applicable Law, which supplement shall include a reaffirmation of the Acquiror Board Recommendation and the date, time and place of the Special Meeting as so adjourned, (II) shall continue to solicit proxies from the holders of Acquiror Common Stock to vote in favor of each of the Proposals, and (III) notwithstanding anything to the contrary herein or otherwise, Acquiror shall not otherwise cancel, recess, adjourn, postpone or delay the Special Meeting as so adjourned or take any other action to prevent or impede the Special Meeting as so adjourned from being convened or otherwise prevent or impede any of the Proposals from being submitted to the stockholders entitled to vote thereon.

8. Amendment to Intended Tax Treatment. Section 8.03(b) of the Merger Agreement is amended by deleting it in its entirety and replacing it with:

(b) Tax Treatment. Acquiror, Merger Sub and the Company intend that the Transactions shall qualify for the Intended Tax Treatment. None of the parties or their respective Affiliates shall knowingly take or cause to be taken, or knowingly fail to take or knowingly cause to be failed to be taken, any action that would reasonably be expected to prevent qualification for such Intended Tax Treatment. Each party shall, unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code (or any similar state, local or non-U.S. final determination) or a change in applicable Law, or based on a change in the facts and circumstances underlying the Transactions from the terms described in this Agreement, cause all Tax Returns to be filed on a basis of treating the Merger as a "reorganization" within the meaning of Section 368(a) of the Code. Each of the parties agrees to use reasonable best efforts to promptly notify all other parties of any challenge to the Intended Tax Treatment by any Governmental Authority. Acquiror and the Company shall execute and deliver officer's certificates containing customary representations at such time or times as may be reasonably requested by counsel to the Company in connection with the delivery of any opinion by such counsel to the Company with respect to the tax treatment of the Transactions.

9. Amendment to Company Conditions. Section 9.03 of the Merger Agreement is amended by adding clauses (i) and (j) in alphabetical order:

(i) Incremental Fortress Subscription Agreement. The transactions contemplated by the Incremental Fortress Subscription Agreement have been consummated prior to or concurrently with the Closing.

(j) Loreda Subscription Agreement. The transactions contemplated by the Loreda Subscription Agreement have been consummated concurrently with the Closing.

10. Correction to Surviving Provisions. Section 10.02 is corrected to replace references to "Section 6.06" with references to "Section 6.05".

11. Amendment to Exhibit E. Exhibit E to the Merger Agreement is deleted and hereby replaced in its entirety with Annex 1 as attached hereto.

12. Representations and Warranties.

a. The Company represents and warrants to the Acquiror as follows: The Company has all requisite company power and authority to execute and deliver this Amendment and (subject to the approvals described in Section 4.05 of the Merger Agreement and the Company Requisite Approval) by holders of a majority of the voting power of the outstanding shares of Company Stock) to perform its obligations hereunder and to

consummate the transactions contemplated hereby. The execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and validly authorized and approved by the Company Board and upon receipt of the Company Requisite Approval, no other company proceeding on the part of the Company is necessary to authorize this Amendment or the Company's performance hereunder. This Amendment has been duly and validly executed and delivered by the Company and, assuming due authorization and execution by each other party hereto, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity. The execution, delivery and performance of this Amendment by the Company and, upon receipt of the Company Requisite Approval, the consummation of the transactions contemplated hereby do not and will not conflict with or violate any provision of, or result in the breach of, the certificate of formation, bylaws or other organizational documents of the Company or its Subsidiaries.

b. Each of the Acquiror and Merger Sub represents and warrants to the Company as follows: Each of Acquiror and Merger Sub has all requisite corporate or entity power and authority to execute and deliver this Amendment and (subject to the approvals described in Section 5.07 of the Merger Agreement) (in the case of Acquiror), upon receipt of the Acquiror Stockholder Approval and the effectiveness of the A&R Charter, to perform its respective obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Amendment by each of Acquiror and Merger Sub and the consummation of the transactions contemplated hereby have been duly, validly and unanimously authorized by all requisite action and (in the case of Acquiror), except for the Acquiror Stockholder Approval and the effectiveness of the A&R Charter, no other corporate or equivalent proceeding on the part of Acquiror or Merger Sub is necessary to authorize this Amendment or Acquiror's or Merger Sub's performance hereunder. This Agreement has been duly and validly executed and delivered by each of Acquiror and Merger Sub and, assuming due authorization and execution by the Company, this Agreement constitutes a legal, valid and binding obligation of each of Acquiror and Merger Sub, enforceable against each of Acquiror and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity. The execution, delivery and performance of this Amendment by each of Acquiror and Merger Sub and (in the case of Acquiror), upon receipt of the Acquiror Stockholder Approval and the effectiveness of the A&R Charter, the consummation of the transactions contemplated hereby do not and will not conflict with or violate any provision of, or result in the breach of, the Acquiror Organizational Documents, any organizational documents of any Subsidiaries of Acquiror or any of the organizational documents of Merger Sub.

13. References. All references in the Merger Agreement to the "Agreement" shall be deemed to be the Merger Agreement as amended by this Amendment.

14. Entire Understanding. This Amendment and the Merger Agreement (together with the Schedules and Exhibits to the Merger Agreement) and the Confidentiality Agreement, constitute the entire agreement among the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties hereto or any of their respective Subsidiaries relating to the transactions contemplated hereby.

15. No Other Amendments. This Amendment shall not constitute an amendment or waiver of any provision of the Merger Agreement not expressly referred to herein. Except as expressly amended hereby, the Merger Agreement is and shall remain in full force and effect in accordance with the terms thereof.

16. Definitions. All capitalized terms used without definition in this Amendment shall have the respective meanings set forth in the Merger Agreement.

17. Miscellaneous. The terms and provisions of Sections 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.10, 11.11, 11.12 and 11.13 of the Merger Agreement are incorporated herein and shall apply *mutatis mutandis* to this Amendment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Acquiror, Merger Sub and the Company have caused this Amendment to be executed and delivered as of the date first written above by their respective officers thereunto duly authorized.

MOSAIC ACQUISITION CORP.

By: /s/ David M. Maura
Name: David M. Maura
Title: Chairman, President and Chief Executive Officer

MAIDEN MERGER SUB, INC.

By: /s/ David M. Maura
Name: David M. Maura
Title: Chairman, President and Chief Executive Officer

VIVINT SMART HOME, INC.

By: /s/ Shawn J. Lindquist
Name: Shawn J. Lindquist
Title: Chief Legal Officer

[Signature Page to Amendment No. 1 to the Merger Agreement]

Annex 1

Exhibit E

Treatment of 313 Acquisition LLC Equity

Prior to the Effective Time, 313 Acquisition LLC ("Parent") and the Company shall take, or cause to take, all necessary actions to effectuate the following:

1. Each Class A Unitholder, other than the Holdback Executives and the Sponsor Unitholders, shall have the Class A Units held by each redeemed by Parent immediately prior to the Effective Time for shares of common stock of Vivint Solar Inc. ("VSLR Common Stock") and Company Common Stock, as described below, with an equivalent value as the Class A Units so redeemed, assuming the liquidation of Parent immediately prior to the Effective Time and that, for purposes of such assumed liquidation, all Company Group Class B Units are vested (such assumed liquidation, the "Hypothetical Liquidation"), in a manner determined by the board of managers of Parent (the "Parent Board"), pursuant to the terms and conditions of the Parent Amended and Restated Limited Liability Company Agreement, dated as of November 16, 2012 (as it may be amended and/or restated from time to time, the "Parent LLCA"). The number of shares of VSLR Common Stock and Company Common Stock issued with respect to each Class A Unit in such redemptions shall be determined on a pro-rata basis using the relative value of the shares of VSLR Common Stock and Company Common Stock held by Parent as of the Effective Time. The relative value of Parent's holdings shall be calculated using (i) with respect to shares of VSLR Common Stock, the VWAP of VSLR Common Stock for the twenty (20) trading days prior to the date that is three Business Days prior to the Closing Date and (ii) with respect to shares of Company Common Stock, the product of the Exchange Ratio multiplied by the VWAP of Acquiror Common Stock for the twenty (20) trading days prior to the date that is three Business Days prior to the Closing Date (the valuation principles set forth in this sentence, the "Valuation Principles").

    a. The Company Common Stock issued in such redemption (and any Acquiror Common Stock into which such Company Common Stock is converted into in accordance with Section 3.01(b)) shall be subject to restrictions on Transfer until the first anniversary of the Closing Date.[1]

    b. Holders of the Company Common Stock issued in such redemption (as subsequently converted into Acquiror Common Stock in accordance with Section 3.01(b)) shall be eligible to be issued shares of Acquiror Common Stock pursuant to Section 3.06(a), Section 3.06(b) and Section 3.06(c), if applicable.

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1 For the avoidance of doubt, any shares of VSLR Common Stock issued to a holder in such redemption shall not be subject to any restrictions on Transfer following the Effective Time (except for any Vivint Solar trading policy to the extent applicable to such holder).

2. Holders of vested Company Group Class B Units as of immediately prior to the Effective Time, other than the Holdback Executives, shall have each such Company Group Class B Unit redeemed by Parent immediately prior to the Effective Time for shares of VSLR Common Stock and Company Common Stock as described below, with an equivalent value as the Company Group Class B Unit so redeemed, in a manner determined by the Parent Board, pursuant to the terms and conditions of the Company Group Stock Plans and the Parent LLCA (assuming the Hypothetical Liquidation). The number of shares of VSLR Common Stock and Company Common Stock issued with respect to each vested Company Group Class B Unit, in such redemptions shall be determined on a pro-rata basis using the relative value of the shares of VSLR Common Stock and Company Common Stock held by Parent as of the Effective Time. The relative value of Parent's holdings shall be calculated using the Valuation Principles.

    a. The Company Common Stock issued in such redemption (and any Acquiror Common Stock into which such Company Common Stock is converted into in accordance with Section 3.01(b)) shall be subject to restrictions on Transfer until the first anniversary of the Closing Date. [2]

    b. The holders of the Company Common Stock issued in such redemption (as subsequently converted into Acquiror Common Stock in accordance with Section 3.01(b)) shall be eligible to be issued shares of Acquiror Common Stock pursuant to Section 3.06(a), Section 3.06(b) and Section 3.06(c), if applicable.

3. Holders of unvested Company Group Class B Units as of immediately prior to the Effective Time, other than the Holdback Executives, shall have each such unvested Company Group Class B Unit redeemed by Parent immediately prior to the Effective Time for a number of shares of Company Restricted Stock, with an equivalent value as the Company Group Class B Units so redeemed, in a manner determined by the Parent Board in accordance with the terms of the Company Group Stock Plans and the Parent LLCA (assuming the Hypothetical Liquidation and that, after taking into account their respective deemed unit values, an unvested Company Group Class B Unit has a value equal to a vested Company Group Class B Unit with the same deemed unit value). Such shares of Company Restricted Stock shall be subject to the same vesting terms and conditions as the corresponding Company Group Class B Units (as modified by Section 6(a) of this Exhibit E).[3]

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[2] For the avoidance of doubt, any shares of VSLR Common Stock issued to a holder in such redemption shall not be subject to any restrictions on Transfer following the Effective Time (except for VSLR trading policy to the extent applicable to such holder).

[3] For example:

- An individual has 10,000 unvested Company Group Class B Units, of which 6,000 vest based on continued service with the Company over a three year period (e.g., 2,000 Company Group Class B Units vest on each of the next three anniversaries of the grant date) and 4,000 vest based on continued service with the Company over a four year period from the Closing (e.g., 1,000 Company Group Class B Units vest on each of the first four anniversaries of the Closing Date).
- If as a result of the redemption into Company Restricted Stock and conversion into Rollover Restricted Stock, the individual receives 1,000 shares of Rollover Restricted Stock:
    - 600 of those shares will vest based on continued service with the Company over a three year period (e.g., 200 shares of Rollover Restricted Stock would vest on each of the next three anniversaries of the grant date); and
    - 400 of those shares will vest based on continued service with the Company over a four year period (e.g., 100 shares of Rollover Restricted Stock would vest on each of the first four anniversaries of the Closing Date).

a. The holders of the Company Restricted Stock issued in such redemption (as subsequently converted into Rollover Restricted Stock in accordance with Section 3.05(d)(ii)) shall be eligible to be issued shares of Acquiror Common Stock pursuant to Section 3.06(a), Section 3.06(b) and Section 3.06(c), if applicable.

4. Treatment of Holdback Executives

a. As of immediately prior to the Effective Time, the Company Group Class B Units (both vested and unvested) held by the Holdback Executives shall be converted into a number of Class A Units (the "Converted Class A Units"), in accordance with the terms and conditions of the Company Group Stock Plans and the Parent LLCA, with an equivalent value (assuming the Hypothetical Liquidation and taking into account the deemed unit value) and subject to the same vesting terms and conditions as the corresponding Company Group Class B Units (as modified by Section 6(a) of this Exhibit E).

b. As of immediately following the Effective Time, the Class A Units (including, for the avoidance of doubt, the Converted Class A Units) held by the Holdback Executives shall be automatically reclassified into a number of vested and, in the case of unvested Converted Class A Units, unvested Tracking Units[4], subject to the same vesting terms and conditions as the corresponding Converted Class A Units (as modified by Section 6(a) of this Exhibit E), as applicable. As of immediately following the Effective Time the ratio of vested Tracking Units to unvested Tracking Units held by each Holdback Executive shall be the same for each type of Tracking Unit held by such Holdback Executive. The number of VSLR Tracking Units, VSH Tracking Units, VW Tracking Units and Other Property Tracking Units, respectively, to be issued to the Holdback Executives shall be determined on a pro-rata basis using the relative value of the shares of VSLR Common Stock, Company Common Stock and common stock of Vivint Wireless, Inc. ("VW Common Stock") and Other Property held by Parent as of immediately following the Effective Time. The relative value of Parent's holdings of shares of VSLR Common Stock, Company Common Stock and VW Common Stock and Other Property shall be (i) calculated using the Valuation Principles and (ii) with respect to shares of VW Common Stock and Other Property, as determined by the Parent Board in good faith.

c. On, or following, the day after the six-month anniversary of the Effective Time, upon written request to Parent by a VSLR Holdback Executive, Parent shall promptly redeem all (or any portion) of the then-vested VSH Tracking Units, VSLR Tracking Units and VW Tracking Units held by the VSLR Holdback Executives for a number of shares of Acquiror Common Stock, VSLR Common Stock and VW Common Stock equal to, with respect to each class of Tracking Unit, the proportion of the number of Tracking Units of a class being so redeemed

4 Any unvested Tracking Units that are forfeited shall be forfeited back to Parent.

compared to the aggregate number of Tracking Units of such class then outstanding multiplied by the total number of shares of common stock (or any other security or property into which such shares are converted) tracked by such Tracking Unit that are then owned by Parent, in a manner determined by the Parent Board, pursuant to the terms and conditions of the Parent LLCA. For the avoidance of doubt, Parent shall have no obligation to redeem any Other Property Tracking Units at any time and may redeem such Other Property Tracking Units, in its sole discretion, in accordance with the terms and conditions of the Parent LLCA.

d. On the 12-month anniversary of the Effective Time, ten (10%) percent of the then-vested VSH Tracking Units, VSLR Tracking Units and VW Tracking Units held by the VSH Holdback Executives as of such date, less the amount of any VSH Tracking Units, VSLR Tracking Units and VW Tracking Units previously sold by, or distributed to, such VSH Holdback Executive in accordance with Section 7, shall be redeemed by Parent for a number of shares of Acquiror Common Stock, VSLR Common Stock and VW Common Stock equal to, with respect to each class of Tracking Unit, the proportion of the number of Tracking Units of a class being so redeemed compared to the aggregate number of Tracking Units of such class then outstanding multiplied by the total number of shares of common stock (or any other security or property into which such shares are converted) tracked by such Tracking Unit that are then owned by Parent, in a manner determined by the Parent Board, pursuant to the terms and conditions of the Parent LLCA.

e. On, or following, the 24-month anniversary of the Effective Time, upon written request to Parent by a VSH Holdback Executive, Parent shall promptly redeem all (or any portion) of the then-vested VSH Tracking Units, VSLR Tracking Units and VW Tracking Units held by the VSH Holdback Executives for a number of shares of Acquiror Common Stock, VSLR Common Stock and VW Common Stock equal to, with respect to each class of Tracking Unit, the proportion of the number of Tracking Units of a class being so redeemed compared to the aggregate number of Tracking Units of such class then outstanding multiplied by the total number of shares of common stock (or any other security or property into which such shares are converted) tracked by such Tracking Unit that are then owned by Parent, in a manner determined by the Parent Board, pursuant to the terms and conditions of the Parent LLCA. For the avoidance of doubt, Parent shall have no obligation to redeem any Other Property Tracking Units at any time and may redeem such Other Property Tracking Units, in its sole discretion, in accordance with the terms and conditions of the Parent LLCA.

f. Notwithstanding the foregoing, Parent reserves the right, in its sole discretion, to make distributions of shares of VSLR Common Stock, Acquiror Common Stock and VW Common Stock to the Holdback Executives in respect of the applicable Tracking Units at any time, pursuant to the terms and conditions of the Parent LLCA.

g. For the avoidance of doubt any shares of VSLR Common Stock, Acquiror Common Stock, and/or VW Common Stock issued to the Holdback Executive in such redemptions or distributions shall not be subject to any restrictions on Transfer unless otherwise required under the terms of the applicable stockholders agreement or agreed to by Parent (or the Acquiror) and the applicable Holdback Executive.

5. All shares of Acquired Common Stock issuable under Company Group Equity Awards (including any Rollover Equity Awards into which such Company Group Equity Awards are converted pursuant to Section 3.05), other than any (i) Company Group Equity Awards held by the Holdback Executives and (ii) awards under the Company Group LTIP Plans (including any awards under the Rollover LTIP Plans into which such awards are converted pursuant to Section 3.05(c)), shall be subject to restrictions on Transfer until the first anniversary of the Closing Date, unless otherwise agreed to by the Company and the applicable holder.

6. Vesting Schedule Modifications

a. The vesting schedule for each 2.0x MOIC Company Group Equity Award shall be modified as follows:

i. 25% of the 2.0x MOIC Company Group Equity Award shall vest, subject to the continued employment or service with the Company or its Affiliates (including the Acquiror) of the holder thereof, on each of the first four anniversaries of the Closing Date.

ii. On the earlier of (x) the date of a Change of Control (as defined in the applicable Company Group Stock Plan) and (y) the date that the Sponsor receives cash proceeds in respect of the Sponsor's investment in the Class A Units held from time to time by the Sponsor in an amount necessary to ensure a return equal to 2.0 times the Sponsor's cumulative invested capital in respect of the Class A Units (as converted into Tracking Units), any then-unvested 2.0x MOIC Company Group Equity Awards (including any Rollover Equity Award into which such Company Group Equity Awards are converted pursuant to Section 3.05) shall vest, subject to the continued employment or service with the Company or its Affiliates (including the Acquiror) of the holder thereof on such date.

b. The distribution schedule for the MOIC LTIP Shares shall be modified such that 1/3 of the MOIC LTIP Shares shall be delivered to participants in the Rollover LTIP Plans, in accordance with the terms thereof, on each of the 24-, 36- and 48-month anniversaries of the Closing Date, disregarding the achievement of the First Performance Hurdle and/or the Second Performance Hurdle; provided, that (x) on the date of a Change of Control 100% of the then-undelivered MOIC LTIP Shares shall be distributed to participants in the Rollover LTIP Plans, in accordance with the terms thereof and (y) on the date that the Sponsor receives cash proceeds in respect of the Sponsor's investment in the Class A Units held

from time to time by the Sponsor in an amount necessary to ensure a return equal to 2.0 times the Sponsor's cumulative invested capital in respect of the Class A Units, 50% of the then-undelivered MOIC LTIP Shares shall be distributed to participants in the Rollover LTIP Plans, in accordance with the terms thereof; provided, further, that notwithstanding the foregoing, no MOIC LTIP Shares may be distributed prior to the six-month anniversary of the Closing Date.

7. Following the Closing, to the extent Parent sells Acquiror Common Stock, VSLR Common Stock or VW Common Stock, the VSH Holdback Executives and the Sponsor Unitholders (in each case, to the extent they hold vested VSH Tracking Units, VSLR Tracking Units or VW Tracking Units at the time of such sale, as applicable), may elect to participate in such sale in accordance with the Parent LLCA. To the extent a VSH Holdback Executive or Sponsor Unitholder elects to so participate, it will have a number of its applicable vested Tracking Units redeemed equal to the product of (a) the quotient of (i) the aggregate fair market value of the Acquiror Common Stock, VSLR Common Stock or VW Common Stock, as applicable, so sold by Parent divided by (ii) the fair market value of a VSH Tracking Unit as of the time of such sale multiplied by (b) the quotient of (i) the number of its VSH Tracking Units, VSLR Tracking Units or VW Tracking Units, as applicable, for which it has elected to participate in such sale divided by (ii) the aggregate number of vested VSH Tracking Units, VSLR Tracking Units or VW Tracking Units, as applicable for which the VSH Holdback Executives and the Sponsor Unitholders have elected to participate in such sale (such quotient described in this clause (b), the "Participation Percentage"), in exchange for an amount equal to the product of (x) the net proceeds of such sale multiplied by (y) the Participation Percentage. To the extent that a VSH Holdback Executive elects not to participate in such sale, upon written request to Parent by such VSH Holdback Executive following such sale, Parent shall promptly redeem all (or any portion) of the then-vested Tracking Units held by the VSH Holdback Executives which were eligible to be sold in such sale for shares of Acquiror Common Stock, VSLR Common Stock or VW Common Stock, as applicable, with an equivalent value as the Tracking Units so redeemed, in a manner determined by the Parent Board, pursuant to the terms and conditions of the Parent LLCA.

8. For the avoidance of doubt, (a) with respect to any determination under this Exhibit E of the value of a Class A Unit or a Company Group Class B Unit or the value of Parent's holdings of shares of Company Common Stock (or Acquiror Common Stock at or following the Effective Time), VSLR Common Stock or VW Common Stock or Other Property, to the extent any shares of Company Common Stock (or Acquiror Common Stock at or following the Effective Time), VSLR Common Stock or VW Common Stock have been, in whole or in part, sold or otherwise exchanged for other property (including cash) and such other property has not been distributed to the equityholders of Parent, such determination shall take into account such other property and (b) with respect to any redemption or distributions that involves the transfer of VSLR Common Stock or VW Common Stock, to the extent Parent has sold or otherwise exchanged its holdings of shares of VSLR Common Stock in their entirety or its holdings of shares of VW Common Stock in their entirety, no shares of VSLR Common Stock or VW Common Stock (as applicable) shall be transferred and, if such shares were sold or otherwise exchanged for other property and such other property has not been distributed to the equityholders of Parent, such transfer shall take into account and include a portion of such other property.

9. For purposes of this Exhibit E:

a. "2.0x MOIC Company Group Equity Awards" means each Company Group Class B Unit or Company Group SAR that vests at such time, subject to the continued employment or service with the Company or its Affiliates of the holder thereof, that the Sponsor shall have received cash proceeds in respect of the Sponsor's investment in the Class A Units held from time to time by the Sponsor in an amount necessary to ensure a return equal to 2.0 times the Sponsor's cumulative invested capital in respect of the Class A Units.

b. "Class A Units" means the Class A Units of Parent, including any Converted Class A Units.

c. "Class A Unitholder" means each Person who holds Class A Units as of immediately prior to the Effective Time.

d. "Holdback Executives" means the VSH Holdback Executives and the VSLR Holdback Executive.

e. "MOIC LTIP Shares" means the shares of Acquiror Common Stock deliverable in respect of portion of each LTI Pool (as defined in the Company Group LTIP Plans) with respect to each Rollover LTIP Plan on (i) the later of (x) the date on which the First Performance Hurdle (as defined in the Company Group LTIP Plans) has been satisfied and (y) the date that is six months following the closing of the Public Offering (as defined in the Company Group LTIP Plans) and (ii) the later of (x) the date on which the Second Performance Hurdle (as defined in the Company Group LTIP Plans) has been satisfied and (y) the date that is six months following the closing of the Public Offering.

f. "Other Property" means the Parent's cash and property (other than the shares of Acquiror Common Stock, VSLR Common Stock and VW Common Stock held by Parent), in each case, as of immediately prior to the Effective Time (including any property which is acquired or exchanged following the Effective Time for such cash or other property).

g. "Other Property Tracking Units" means units of Parent which are solely entitled to distributions in respect of Other Property.

h. "Sponsor" means The Blackstone Group Inc. and its Affiliates.

i. "Sponsor Unitholders" means the Sponsor Members (as defined in the Parent LLCA).

j. "Tracking Units" means the VSH Tracking Units, the VSLR Tracking Units, the VW Tracking Units and the Other Property Tracking Units.

k. "Transfer" means, with respect to any security, directly or indirectly, to sell, contract to sell, give, assign, hypothecate, pledge, encumber, grant a security interest in, offer, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any economic, voting or other rights in or to such security.

l. "VSH Holdback Executives" means Todd Pedersen, Alex Dunn and any of their respective Affiliates and their Permitted Transferees who hold Class A Units or Company Group Class B Units or any other Person to whom such Class A Units or Company Group Class B Units are transferred.

m. "VSH Tracking Units" means units of Parent which are solely entitled to distributions in respect of (x) the shares of Acquiror Common Stock owned by Parent as of immediately following the Effective Time and (y) the shares of Acquiror Common Stock, if any, issued to Parent pursuant to Section 3.06(a), Section 3.06(b) and Section 3.06(c), in each case of (x) and (y), including any other security or property into which such shares are converted.

n. "VSLR Holdback Executive" means David Bywater and any of his Affiliates and his Permitted Transferees who hold Class A Units or Company Group Class B Units or any other Person to whom such Class A Units or Company Group Class B Units are transferred.

o. "VSLR Tracking Units" means units of Parent which are solely entitled to distributions in respect of the shares of the VSLR Common Stock owned by Parent as of immediately following the Effective Time (or any other security or property into which such VSLR Common Stock is converted).

p. "VW Tracking Units" means units of Parent which are solely entitled to distributions in respect of the shares of VW Common Stock owned by Parent as of immediately following the Effective Time (or any other security or property into which such VW Common Stock is converted).

Exhibit 10.1

Subscription Agreement

December 18, 2019

Mosaic Acquisition Corp.
375 Park Avenue
New York, NY 10152

Mosaic Sponsor, LLC
375 Park Avenue
New York, NY 10152

Vivint Smart Home, Inc.
4931 North 300 West
Provo, UT 84604

Ladies and Gentlemen:

WHEREAS, in connection with the proposed business combination (the "Transaction") between Mosaic Acquisition Corp., a Delaware corporation (the "Company"), Maiden Merger Sub, Inc., a Delaware corporation, and Vivint Smart Home, Inc., a Delaware corporation ("Voyager"), pursuant to an Agreement and Plan of Merger, dated as of September 15, 2019, among the Company, Merger Sub and Voyager (as may be amended and/or restated, including by that certain Amendment No. 1 being entered into concurrently with the execution of this Agreement, the "Transaction Agreement"), the Company proposes to issue and sell to Fayerweather Fund Eiger, L.P. (the "Subscriber"), 5,000,000 shares of the Company's Class A common stock, par value $0.0001 per share (the "Class A Common Stock"), in a private placement transaction (such transaction, the "Subscription"). The Subscriber shall be entitled to purchase the full Subscription on the terms and conditions herein, which shall not be reduced or amended without the consent of the Subscriber.

NOW, THEREFORE, the Subscriber, the Company, Voyager and Mosaic Sponsor, LLC (the "Sponsor") agree as follows (this "Agreement"):

1. *Subscription.* Subject to the terms and conditions hereof, the Subscriber hereby agrees to subscribe for and purchase, and the Company hereby agrees to issue and sell to the Subscriber, 5,000,000 shares of Class A Common Stock (the "Shares") for an aggregate purchase price of $50,000,000.00 (the "Subscription Amount"). Notwithstanding anything in this Agreement to the contrary but subject to the following proviso, in the event the Closing occurs and the Subscription Amount is funded in accordance with Section 2 below, the Subscriber shall have no liability for any claims or losses arising out of this Agreement; provided, in the event the Subscription Amount is not funded in accordance with Section 2 below, the Subscriber's liability for any claims or losses arising out of this Agreement shall be limited to the Subscription Amount.

2. *Closing.* The closing of the sale of Shares (the "Closing") contemplated under this Agreement shall occur on the date of, and immediately prior to, the consummation of the Transaction. Upon written notice from (or on behalf of) the Company to the Subscriber (the "Closing Notice") at least two days (or, if earlier, a date designated by Voyager) prior to the date that the Company expects all conditions to the closing of the Transaction to be satisfied (the "Expected Closing Date"; the date on which the Closing actually occurs, the "Closing Date"), the Subscriber shall deliver to an account of a third-party escrow agent, which is the Company's transfer agent (the "Escrow Agent"), within one Business Day after receiving the Closing Notice, the Subscription Amount by wire transfer of United States dollars in immediately available funds. On the Closing Date, upon (i) satisfaction of the conditions set forth in Section 3 below and (ii) the receipt by the Company of the Subscription Amount from the Escrow Agent, the Company shall deliver the Shares in certificated or book entry form to the Subscriber or to a custodian designated by the Subscriber, as applicable. In the event the closing of the Transaction does not occur within ten (10) Business Days of the Expected Closing Date, the Company shall (or direct the Escrow Agent to) promptly (but no later than ten (10) Business Days thereafter) return the Subscription Amount to the Subscriber by wire transfer of United States dollars in immediately available funds to the account specified by the Subscriber, and any book entries shall be deemed cancelled. Notwithstanding such return or cancellation, (A) a failure to close on the Expected Closing Date shall not, by itself, be deemed to be a failure of any of the conditions to Closing set forth in Section 3 of this Agreement to be satisfied or waived on or prior to the Closing, and (B) the Subscriber shall still be obligated to consummate the Closing upon (I) satisfaction of the conditions set forth in Section 3 below and (II) the Company's delivery to the Subscriber of a new Closing Notice.

3. *Closing Conditions.*

(a) The obligation of the Subscriber, on the one hand, and the Company, on the other hand, to effect the Closing is subject to the satisfaction or written waiver by the Subscriber and the Company prior to the Closing of the following conditions:

(i) there shall not have been enacted or promulgated any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any court or governmental agency or body, domestic or foreign, nor any statute, rule or regulation, in either case, enjoining or prohibiting the consummation of the Subscription; and

(ii) the Transaction as set forth in the Transaction Agreement shall have been consummated substantially concurrently with the Closing.

(b) The obligation of the Subscriber to effect the Closing is also subject to the satisfaction or written waiver by the Subscriber prior to the Closing of the following conditions:

(i) all representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Company Material Adverse Effect (as defined herein), which representations and warranties shall be true in all respects) at and as of the date hereof and the Closing Date, and consummation of the Closing shall constitute a reaffirmation by the Company of each of the representations, warranties and agreements of the Company contained in this Agreement as of the Closing Date, but in each case without giving effect to consummation of the Transaction; provided, in the event this condition would otherwise fail to be satisfied as a result of a breach of one or more of the representations and warranties of the

Company contained in this Agreement and the facts underlying such breach would also cause a condition to Voyager's obligations under the Transaction Agreement to fail to be satisfied, this condition shall nevertheless be deemed satisfied in the event Voyager waives such breach under the Transaction Agreement; and

(ii) no amendment or modification of the Transaction Agreement (as the same exists on the date hereof as provided to the Subscriber) shall have occurred that would reasonably be expected to materially and adversely affect the economic benefits that the Subscriber would reasonably expect to receive under this Agreement, unless the Subscriber has consented in writing to such amendment or modification.

(c) The obligation of the Company to effect the Closing is also subject to the satisfaction or written waiver by either the Company or Voyager prior to the Closing of the following condition:

(i) all representations and warranties of the Subscriber contained in this Agreement shall be true and correct in all material respects at and as of the date hereof and the Closing Date, and consummation of the Closing shall constitute a reaffirmation by the Subscriber of each of the representations, warranties and agreements of the Subscriber contained in this Agreement as of the Closing Date, but in each case without giving effect to consummation of the Transaction.

4. *Further Assurances.* At the Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the subscription as contemplated by this Agreement.

5. *Company Representations and Warranties.* The Company represents and warrants to the Subscriber that:

(a) The Company is duly incorporated and is validly existing as a corporation in good standing under the laws of Delaware and has the corporate power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted.

(b) The Shares have been duly authorized and, when issued and delivered to the Subscriber against full payment therefor in accordance with the terms of this Agreement, the Shares will be validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under the Company's Certificate of Incorporation or under the laws of the State of Delaware.

(c) This Agreement has been duly authorized, executed and delivered by the Company and is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(d) The issuance and sale of the Shares and the performance by the Company of this Agreement and the consummation of the transactions herein will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company or any of its subsidiaries pursuant to the terms of, (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company is subject, which would have a material adverse effect on the ability of the Company to consummate the transactions herein (a "Company Material Adverse Effect"); (ii) result in any violation of the provisions of the organizational documents of the Company; or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any of its properties that would have a Company Material Adverse Effect.

(e) There are no securities or instruments issued by or to which the Company is a party containing anti-dilution or similar provisions that will be triggered by the issuance of (i) the Shares, or (ii) the securities to be issued pursuant to any other subscription agreement with investors that have agreed to purchase securities in connection with the Transaction, that have not been or will be waived on or prior to the Closing Date.

(f) The Company has not entered into any agreement or arrangement entitling any agent, broker, investment banker, financial advisor or other person to any broker's or finder's fee or any other commission or similar fee in connection with the transactions contemplated by this Agreement for which the Subscriber could become liable (it being understood that the Subscriber will effectively bear its pro rata share of any such expenses indirectly as a result of its investment in the Company).

(g) As of the date of this Agreement, the authorized capital stock of the Company consists of 221,000,000 shares of capital stock, consisting of (i) 200,000,000 shares of Class A Common Stock, (ii) 20,000,000 shares of Class F Common Stock, par value $0.0001 per share, and (iii) 1,000,000 shares of Preferred Stock. As of the date of this Agreement, the issued and outstanding capital stock of the Company consists of 43,125,000 shares of capital stock, consisting of (A) 34,500,000 shares of Class A Common Stock, (B) 8,625,000 shares of Class F Common Stock, and (C) no shares of Preferred Stock. As of the date of this Agreement, the Company has 17,433,334 warrants outstanding, each such warrant entitling the holder thereof to purchase one (1) share of Class A Common Stock.

6. *Subscriber Representations and Warranties.* The Subscriber represents and warrants to the Company that:

(a) The Subscriber is (i) a "qualified institutional buyer" (as defined in Rule 144A ("Rule 144A") under the Securities Act of 1933 as amended (the "Securities Act")) or (ii) an institutional "accredited investor" (within the meaning of Rule 501(a) under the Securities Act), in each case, satisfying the requirements set forth on Schedule A, and is acquiring the Shares only for his, her or its own account and not for the account of others, and not on behalf of any other account or person or with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information on Schedule A following the signature page hereto).

(b) The Subscriber understands that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Shares have not been registered under the Securities Act. The Subscriber understands that the Shares may not be resold, transferred, pledged or otherwise disposed of by the Subscriber absent an effective registration statement under the Securities Act except (i) to the Company or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and in each of cases (i) and (iii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any certificates or book entry account representing the Shares shall contain a legend to such effect substantially consistent with the legend set forth in Section 7(b). The Subscriber acknowledges that the Shares will not be eligible for resale pursuant to Rule 144A. The Subscriber understands and agrees that the Shares will be subject to transfer restrictions and, as a result of these transfer restrictions, the Subscriber may not be able to readily resell the Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. The Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Shares.

(c) The Subscriber understands and agrees that the Subscriber is purchasing Shares directly from the Company. The Subscriber further acknowledges that there have been no representations, warranties, covenants and agreements made to the Subscriber with respect to the Shares by the Company, or its officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements included in this Agreement.

(d) The Subscriber acknowledges and agrees that the Subscriber has received such information as the Subscriber deems necessary in order to make an investment decision with respect to the Shares. Without limiting the generality of the foregoing, the Subscriber acknowledges that it has reviewed (i) the Company's and APX Group Holdings, Inc.'s filings with the Securities and Exchange Commission ("SEC"); and (ii) certain business and legal due diligence materials with respect to Voyager provided to the Subscriber by the Company. The Subscriber represents and agrees that the Subscriber and the Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as the Subscriber and the Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares.

(e) The Subscriber became aware of this offering of the Shares solely by means of direct contact between the Subscriber and the Company or a representative of the Company, and the Shares were offered to the Subscriber solely by direct contact between the Subscriber and the Company or a representative of the Company. The Subscriber did not become aware of this offering of the Shares, nor were the Shares offered to the Subscriber, by any other means. The Subscriber acknowledges that the Company represents and warrants that the Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

(f) The Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Shares, including those set forth in the Company's and APX Group Holdings, Inc.'s filings with the SEC. The Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, and the Subscriber has sought such accounting, legal and tax advice as the Subscriber has considered necessary to make an informed investment decision.

(g) Alone, or together with any professional advisor(s), the Subscriber has adequately analyzed and fully considered the risks of an investment in the Shares and determined that the Shares are a suitable investment for the Subscriber and that the Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of the Subscriber's investment in the Company. The Subscriber acknowledges specifically that a possibility of total loss exists.

(h) In making its decision to purchase the Shares, the Subscriber has relied solely upon independent investigation made by the Subscriber. Without limiting the generality of the foregoing, the Subscriber has not relied on any statements or other information provided by anyone other than the Company concerning the Company or the Shares or the offer and sale of the Shares.

(i) The Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Shares or made any findings or determination as to the fairness of this investment.

(j) The Subscriber has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation.

(k) The execution, delivery and performance by the Subscriber of this Agreement are within the powers of the Subscriber, have been duly authorized and will not constitute or result in a breach or default under or conflict with any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Subscriber is a party or by which the Subscriber is bound, and will not violate any provisions of the Subscriber's charter documents, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable, or any other agreements to which it is party or to which its assets or business are subject. The signature of the Subscriber on this Agreement is genuine, and the signatory has been duly authorized to execute the same, and this Agreement constitutes a legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(l) Neither the due diligence investigation conducted by the Subscriber in connection with making its decision to acquire the Shares nor any representations and warranties made by the Subscriber herein shall modify, amend or affect the Subscriber's right to rely on the truth, accuracy and completeness of the Company's representations and warranties contained herein.

(m) The Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or in any Executive Order issued by the President of the United States and administered by OFAC ("OFAC List"), or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. The Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that the Subscriber is permitted to do so under applicable law. If the Subscriber is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "BSA"), as amended by the USA PATRIOT Act of 2001 (the "PATRIOT Act"), and its implementing regulations (collectively, the "BSA/PATRIOT Act"), the Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. To the extent required by law, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. To the extent required by law, it maintains policies and procedures reasonably designed to ensure that the funds held by the Subscriber and used to purchase the Shares were legally derived.

(n) Subject to the satisfaction of the terms and conditions of this Agreement, the Subscriber will have sufficient funds to pay the Subscription Amount pursuant to Section 2 at the Closing.

(o) Assuming the Subscriber will hold no more than 10% of the Company's issued and outstanding voting securities after giving effect to the Transaction (including the private placements contemplated thereby), the Subscriber qualifies for the "acquisition solely for the purpose of investment exemption" under 16 C.F.R. § 802.9, and the Subscriber's acquisition of the Shares is therefore exempt from the requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

(p) The Subscriber acknowledges and agrees that this Agreement is being entered into in order to induce Voyager to enter into the Transaction Agreement and that Voyager is a third-party beneficiary of the Subscriber's commitment hereunder.

7. *Delivery of Securities*.

(a) The Company shall register the Subscriber as the owner of the Shares purchased by the Subscriber hereunder (individually or collectively, the "Securities") in the appropriate books and records of the Company and with the Company's transfer agent in certificated form or by book entry on or promptly after (but in no event more than two (2) Business Days after) the date of the Closing.

(b) Each register and book entry for the Securities shall contain a notation, and each certificate (if any) evidencing the Securities shall be stamped or otherwise imprinted with a legend, in substantially the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE TRANSFERRED IN VIOLATION OF SUCH ACT AND LAWS.

THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN SUBSCRIPTION AGREEMENT BY AND AMONG THE HOLDER AND THE OTHER PARTIES THERETO. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

(c) If the Securities are eligible to be sold without restriction under, and without the Company being in compliance with the current public information requirements of, Rule 144 under the Securities Act, then at the Subscriber's request, the Company will cause the Company's transfer agent to remove the legend set forth in Section 7(b). In connection therewith, if required by the Company's transfer agent, the Company will promptly cause an opinion of counsel to be delivered to and maintained with its transfer agent, together with any other authorizations, certificates and directions required by the transfer agent that authorize and direct the transfer agent to issue such Securities without any such legend.

8. *Lockup Agreement.* Concurrently with the execution of this Agreement and as a condition to the effectiveness of this Agreement, the Subscriber has entered into a lockup agreement with Mosaic (the "Lockup Agreement").

9. *Termination.* This Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earlier to occur of (a) such date and time as the Transaction Agreement is terminated in accordance with its terms, (b) the mutual written agreement of each of the parties hereto and Voyager to terminate this Agreement or (c) if any of the conditions to Closing set forth in Section 3 of this Agreement are not satisfied or waived on or prior to the Closing and, as a result thereof, the transactions contemplated by this Agreement are not consummated at the Closing. The Company shall promptly notify the Subscriber of (i) the termination of the Transaction Agreement promptly after the termination of such agreement, (ii) any amendment to the Transaction Agreement and (iii) any waiver of any of the conditions specified in Article IX of the Transaction Agreement.

10. *Trust Account Waiver.* The Subscriber acknowledges that the Company is a blank check company with the powers and privileges necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Company, including, but not limited to, effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination involving the Company and one or more businesses. The Subscriber hereby acknowledges that the Company established the trust account at J.P. Morgan Chase Bank, N.A. (the "Trust Account"), maintained by Continental Stock Transfer & Trust Company, a New York corporation, acting as trustee, pursuant to the Investment Management Trust Agreement, dated October 18, 2017, by and between the Company and the trustee, for the benefit of its public shareholders upon the closing of its initial public offering. For and in consideration of the Company entering into this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Subscriber hereby irrevocably waives any and all right, title and interest, or any claim of any kind it has or may have in the future, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account as a result of, or arising out of, this Agreement.

11. *Miscellaneous*.

(a) The Company may not assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the Subscriber and Voyager.

(b) The Company may request from the Subscriber such additional information as the Company may deem necessary to evaluate the eligibility of the Subscriber to acquire the Shares, and the Subscriber shall provide such information as may reasonably be requested, to the extent readily available and to the extent consistent with its internal policies and procedures.

(c) The Subscriber acknowledges that the Company will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Agreement. Prior to the Closing, the Subscriber agrees to promptly notify the Company if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate. The Subscriber further acknowledges and agrees that Voyager is a third-party beneficiary of the representations and warranties of the Subscriber contained in Section 6 of this Agreement.

(d) Each of the Company and Voyager is entitled to rely upon this Agreement and is irrevocably authorized to produce this Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

(e) All the agreements, representations and warranties made by each party hereto in this Agreement shall survive the Closing.

(f) This Agreement may not be modified or waived (i) except by an instrument in writing, signed by the party against whom enforcement of such modification or waiver is sought and (ii) without the prior written consent of Voyager.

(g) This Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns; provided, that, subject to the terms and conditions of this Agreement and the Transaction Agreement, Voyager shall have the right, as a third party beneficiary of this Agreement, to obtain specific performance of the Subscriber's obligation to cause the Subscription Amount to be funded when due hereunder (including, to the extent necessary to cause such funding, to cause the Subscriber to use reasonable best efforts to enforce contractual commitments available to the Subscriber), but solely to the extent the Company has the right hereunder to enforce such obligation pursuant to the terms, and subject to the conditions, hereof and solely to the extent required to give effect to a grant of specific performance to Voyager under and in accordance with the terms and conditions of the Transaction Agreement (as in effect on the date hereof), and for no other purpose, which right of Voyager as third party beneficiary shall be the sole and exclusive direct or indirect right and remedy (whether at law or in equity) available to Voyager and its security holders and affiliates (or available to any Person claiming by, through, or on behalf or for the benefit of any of them) against the Subscriber or any of its direct or indirect equityholders, management companies, affiliates, agents, attorneys, or representatives, and any

financial advisor or lender or any affiliate of any of the foregoing, with respect to any claim (whether sounding in contract or tort, under statute or otherwise) arising under or related to the Transaction Agreement or this Agreement or the transactions contemplated hereby or thereby or related negotiations, including without limitation in connection with any beach or alleged breach by the Company of any obligation under or related to the Transaction Agreement (whether or not any such breach or alleged breach is caused by the Subscriber's breach of its obligations under this Agreement) and any breach or alleged breach by the Subscriber of any obligation under or related to this Agreement.

(h) Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

(i) If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

(j) This Agreement may be executed in one or more counterparts (including by facsimile or electronic mail or in .pdf) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

(k) The parties hereto 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 be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.

(l) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD OTHERWISE REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER STATE. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION PURSUANT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

(m) Each party hereto hereby, and any person asserting rights as a third party beneficiary hereunder may do so only if he, she or it, irrevocably agrees that any claims shall be brought only to the exclusive jurisdiction of the courts of the State of Delaware located in New Castle County or, if such courts decline to exercise jurisdiction, any federal or state court located in New York County, New York, and each party hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or

hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient forum. During the period a claim that is filed in accordance with this Section 11(m) is pending before a court, all actions, suits or proceedings with respect to such claim or any other claim, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each party and any person asserting rights as a third party beneficiary may do so only if he, she or it hereby waives, and shall not assert as a defense in any claim, that (a) such party is not personally subject to the jurisdiction of the above named courts for any reason, (b) such action, suit or proceeding may not be brought or is not maintainable in such court, (c) such party's property is exempt or immune from execution, (d) such action, suit or proceeding is brought in an inconvenient forum, or (e) the venue of such action, suit or proceeding is improper. A final judgment in any action, suit or proceeding described in this Section 11(m) following the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

12. *Non-Reliance and Exculpation.* The Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, Voyager, any of its affiliates or any of its or their control persons, officers, directors and employees), other than the statements, representations and warranties contained in this Agreement, in making its investment or decision to invest in the Company. The Subscriber agrees that neither (i) any other purchaser pursuant to this Agreement or any other agreement related to the private placement of the Shares (including the respective controlling persons, officers, directors, partners, agents, or employees of any such purchaser) nor (ii) Voyager, its affiliates or any of its or their affiliates' control persons, officers, directors or employees, shall be liable to any other purchaser pursuant to this Agreement or any other Agreement related to the private placement of the Shares for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Shares.

13. *Additional Consideration.* Reference is made to that certain Sponsor Agreement, dated as of September 15, 2019 (the "Sponsor Agreement"), by and among the Company, Voyager, the Sponsor, Eugene I. Davis and Fortress Mosaic Sponsor LLC, a Delaware limited liability company. The Sponsor hereby agrees to forfeit to the Company 25% of the Founder Shares and Private Placement Warrants (each as defined in the Sponsor Agreement) held by the Sponsor as of the closing of the Transaction and the Company shall issue, as additional consideration for the Subscription, an equal number of shares and warrants (together, the "Additional Securities") to the Subscriber. The Company, the Subscriber and Voyager hereby agree that the Subscriber shall be subject to paragraph 4(c) of the Sponsor Agreement as if it were a "Sponsor" thereunder with respect to such Additional Securities (which, for the avoidance of doubt, shall be subject to the same vesting and forfeiture provisions set forth in paragraph 4(c) of the Sponsor Agreement that are applicable to the Founder Shares and the Private Placement Warrants). The Sponsor and the Subscriber further agree that in the event any forward purchasers (including the Subscriber, the "Forward Purchasers") party to those certain Forward Purchase Agreements, each dated as of September 26, 2017, entered into by the Company, the Sponsor, Fortress Mosaic Sponsor LLC and each Forward Purchaser (as amended, the "Forward Purchase Agreements") exercise their Contingent Call Option (as defined in the Forward Purchase Agreements), the Subscriber's right to exercise its Contingent Call Option shall be reduced by 25% of the total shares otherwise transferrable by the Sponsor to all Forward Purchasers exercising such Contingent Call Options against the Sponsor.

14. *Registration Rights.* On or prior to the expiration of the Lock-Up Period (as defined in the Lockup Agreement) (the "Filing Deadline"), the Company will file a resale "shelf" registration statement on Form S-3 (the "Registration Statement") covering the Shares; provided, that if Form S-3 is unavailable for such a registration, the Company shall register the resale of the Shares on another appropriate form and undertake to register the Shares on Form S-3 as soon as such form is available. The Company will use commercially reasonable efforts to have the Registration Statement declared effective by the SEC within sixty (60) days after the Filing Deadline (the "Effectiveness Deadline"); provided, that the Effectiveness Deadline will be extended to one-hundred and twenty (120) days after the Filing Deadline if the Registration Statement is reviewed by, and the Company receives comments from, the SEC. The Company will use its commercially reasonable efforts to maintain the continuous effectiveness of the Registration Statement until all such securities are freely transferable by the holder without registration and without volume or manner of sale restrictions under the Securities Act pursuant to Rule 144 thereunder or such shorter period ending when such registrable securities have actually been sold. The limitations on registration rights set forth in paragraphs 3, 9 and 10 of Exhibit A to the Subscriber's Forward Purchase Agreement shall apply to the Shares and the registration rights in this paragraph 14 *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Subscriber has executed or caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

Name of Subscriber:

Fayerweather Fund Eiger, L.P.

By: /s/ Andrew L. Stevenson

Name: Andrew L. Stevenson
Its: Manager of Fayerweather Management LLC
its General Partner

IN WITNESS WHEREOF, the Company has executed or caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

MOSAIC ACQUISITION CORP.

By: /s/ David M. Maura
Name: David M. Maura
Title: Chairman, President and Chief Executive Officer

MOSAIC SPONSOR, LLC

By: /s/ David M. Maura
Name: David M. Maura
Title: Member

IN WITNESS WHEREOF, Voyager has executed or caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

VIVINT SMART HOME, INC.

By: /s/ Shawn J. Lindquist
Name: Shawn J. Lindquist
Title: Chief Legal Officer

SCHEDULE A

ELIGIBILITY REPRESENTATIONS OF THE SUBSCRIBER

A. QUALIFIED INSTITUTIONAL BUYER STATUS (Please check the applicable subparagraphs):

1. ☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act")).

B. B. INSTITUTIONAL ACCREDITED INVESTOR STATUS (Please check the applicable subparagraphs):

1. ☒ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act.) for one or more of the following reasons (Please check the applicable subparagraphs):

☐ We are a bank, as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or a fiduciary capacity.

☐ We are a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended.

☐ We are an insurance company, as defined in Section 2(13) of the Securities Act.

☐ We are an investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that act.

☐ We are a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

☐ We are a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if the plan has total assets in excess of $5 million.

☐ We are an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is being made by a plan fiduciary, as defined in Section 3(21) of such act, and the plan fiduciary is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, or if the employee benefit plan has total assets in excess of $5 million.

☐ We are a private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

☒ We are a corporation, Massachusetts or similar business trust, or partnership, or an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, that was not formed for the specific purpose of acquiring the Securities, and that has total assets in excess of $5 million.

☐ We are a trust with total assets in excess of $5 million not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

☐ We are an entity in which all of the equity owners are accredited investors.

C. AFFILIATE STATUS

(Please check the applicable box)

THE SUBSCRIBER:

☐ is:

☒ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company or acting on behalf of an affiliate of the Company.

This page should be completed by the Subscriber and constitutes a part of the Agreement

Exhibit 10.2

LOCKUP AGREEMENT

This Lockup Agreement is dated as of December 18, 2019 and is between Mosaic Acquisition Corp., a Delaware corporation ("**Mosaic**"), and each of the stockholder parties identified on Exhibit A hereto and the other persons who enter into a joinder to this Agreement substantially in the form of Exhibit B hereto with the Company in order to become a "Stockholder Party" for purposes of this Agreement (collectively, the "**Stockholder Parties**"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Stockholders Agreement (as defined below).

BACKGROUND:

WHEREAS, the Stockholder Party has agreed to purchase 5,000,000 shares of Class A Common Stock of Mosaic (the "**Purchased Shares**") pursuant to a Subscription Agreement, dated as of December 18, 2019, by and among Vivint Smart Home, Inc., and the Stockholder Party;

WHEREAS, Legacy Vivint and Mosaic are executing Amendment No. 1 to the Merger Agreement on the date hereof pursuant to which a subsidiary of Mosaic will merge with and into Legacy Vivint and Mosaic will be renamed Vivint Smart Home, Inc.; and

WHEREAS, in connection with the Merger and effective upon the consummation thereof, the parties hereto wish to set forth herein certain understandings between such parties with respect to restrictions on transfer of equity interests in Mosaic.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
INTRODUCTORY MATTERS

1.1. **Defined Terms**. In addition to the terms defined elsewhere herein, the following terms have the following meanings when used herein with initial capital letters:

"**Agreement**" means this Lockup Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof.

"**Company**" means Mosaic following the consummation of the Merger, which shall be renamed "Vivint Smart Home, Inc."

"**covered shares**" has the meaning set forth in Section 2.1.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"**immediate family**" has the meaning set forth in Section 2.1(b).

"**Lock-Up Period**" has the meaning set forth in Section 2.1(a).

"**Non-Recourse Party**" has the meaning set forth in Section 3.16.

"**Permitted Transferees**" means with respect to a Stockholder Party, a Transferee of shares that agrees to become party to, and to be bound to the same extent as its Transferor by the terms of, this Agreement.

"**shares**" means shares of common stock of the Company or any securities of the Company into which the shares are converted or reclassified or for which the shares are exchanged.

"**Stockholder Parties**" has the meaning set forth in the Preamble.

"**Stockholders Agreement**" means the Stockholders Agreement, dated as of September 15, 2019, by and among Legacy Vivint, Mosaic and the other parties thereto.

"**Stockholders Agreement Parties**" means the "Stockholder Parties" as defined in the Stockholders Agreement.

1.2. **Construction**. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Unless the context otherwise requires: (a) "or" is disjunctive but not exclusive, (b) words in the singular include the plural, and in the plural include the singular, and (c) the words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to sections of this Agreement unless otherwise specified.

ARTICLE II
LOCKUP

2.1. **Lockup**. (a) During the period beginning on the effective time of the Merger and continuing to and including the date that is six (6) months after the Closing Date (the "**Lock-Up Period**"), each Stockholder Party agrees not to, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of the Purchased Shares, or any options or warrants to purchase any Purchased Shares, or any securities convertible into, exchangeable for or that represent the right to receive the Purchased Shares, or any interest in any of the foregoing, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the U.S. Securities and Exchange Commission (collectively, the "**covered shares**"). The foregoing restriction is expressly agreed to preclude such Stockholder Parties from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the covered shares even if such covered shares would be disposed of by someone other than such Stockholder Parties. Such prohibited hedging or other transactions would include, without limitation, any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any of the covered shares or with respect to any security that includes, relates to, or derives any significant part of its value from such covered shares.

(b) Notwithstanding the foregoing, a Stockholder Party may transfer or dispose of its shares (i) by will or intestacy, (ii) as a bona fide gift or gifts, including to charitable organizations, (iii) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this Section 2.1, "**immediate family**" shall mean any relationship by blood, current or former marriage or adoption, not more remote than first cousin), (iv) to any immediate family member or other dependent, (v) as a distribution to limited partners, members or stockholders of such Stockholder Party, (vi) to its Affiliated investment fund or other Affiliated entity controlled or managed by such Stockholder Party or its Affiliates, (vii) to a nominee or custodian of a Person to whom a disposition or transfer would be permissible under clauses (i) through (vi) above, (viii) pursuant to an order or decree of a Governmental Authority, (ix) from an executive officer to the Company or its Subsidiary or parent entities upon death, disability or termination of employment, in each case, of such executive officer, (x) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction in each case made to all holders of the shares involving a Change of Control (as defined below) (including negotiating and entering into an agreement providing for any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, such Stockholder Party's shares shall remain subject to the provisions of this Section 2.1, (xi) to the Company (1) pursuant to the exercise, in each case on a "cashless" or "net exercise" basis, of any option to purchase shares granted by the Company pursuant to any employee benefit plans or arrangements which are set to expire during the Lock-Up Period, where any shares received by the undersigned upon any such exercise will be subject to the terms of this Section 2.1, or (2) for the purpose of satisfying any withholding taxes (including estimated taxes) due as a result of the exercise of any option to purchase shares or the vesting of any restricted stock awards granted by the Company pursuant to employee benefit plans or arrangements which are set to expire or automatically vest during the Lock-Up Period, in each case on a "cashless" or "net exercise" basis, where any shares received by such Stockholder Party upon any such exercise or vesting will be subject to the terms of this Section 2.1, or (xii) with the prior written consent of the Company; *provided that*:

(i) in the case of each transfer or distribution pursuant to clauses (ii) through (vii) above, (a) each donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth in this Section 2.1; and (b) any such transfer or distribution shall not involve a disposition for value, other than with respect to any such transfer or distribution for which the transferor or distributor receives (x) equity interests of such transferee or (y) such transferee's interests in the transferor;

(ii) in the case of each transfer or distribution pursuant to clauses (ii) through (vii) above, if any public reports or filings (including filings under Section 16(a) of the Exchange Act) reporting a reduction in beneficial ownership of shares shall be required or shall be voluntarily made during the Lock-Up Period (a) such Stockholder Party shall provide the Company prior written notice informing them of such report or filing and (b) such report or filing shall disclose that such donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth herein;

(iii) for purposes of clause (x) above, "Change of Control" shall mean the transfer to or acquisition by (whether by tender offer, merger, consolidation, division or other similar transaction), in one transaction or a series of related transactions, a Person or group of Affiliated Persons (other than the 313 Acquisition Entities or an underwriter pursuant to an offering), of the Company's voting securities if, after such transfer or acquisition, such Person or group of Affiliated Persons would Beneficially Own more than 50% of the outstanding voting securities of the Company (or the surviving entity);

(iv) any consent granted to a 313 Acquisition Entity pursuant to Section 3.1(b)(xii) of the Confidentiality and Lockup Agreement to which a 313 Acquisition Entity is party with the Company shall be automatically granted to all Stockholder Parties; and

(v) any consent granted to a PIPE Holder pursuant to Section 2.1(b)(xii) of the Confidentiality and Lockup Agreement to which a PIPE Holder is party with the Company shall be automatically granted to all PIPE Holders.

(c) Each Stockholder Party shall be permitted to enter into a trading plan established in accordance with Rule 10b5-1 under the Exchange Act during the applicable Lock-Up Period so long as no transfers or other dispositions of such Stockholder Party's shares in contravention of Section 2.1 are effected prior to the expiration of the applicable Lock-Up Period.

(d) Each Stockholder Party also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the covered shares except in compliance with the foregoing restrictions and to the addition of a legend to such Stockholder Party's shares describing the foregoing restrictions.

ARTICLE III
GENERAL PROVISIONS

3.1. **Termination**. Subject to Section 3.14 or the early termination of any provision as a result of an amendment to this Agreement agreed to by the Board and the Stockholder Parties, as provided under Section 3.3, this Agreement (other than Article III hereof), shall terminate with respect to each Stockholder Party and its Permitted Transferees at such time as such Stockholder Party or Permitted Transferee is no longer subject to the restrictions contained in Section 2.1.

3.2. **Notices**. Any notice, designation, request, request for consent or consent provided for in this Agreement shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid) or sent by reputable overnight courier service (charges prepaid) to the Company at the address set forth below and to any other recipient at the address indicated on the Company's records, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder when sent by facsimile (receipt confirmed) or delivered personally, five (5) days after deposit in the U.S. mail and one (1) day after deposit with a reputable overnight courier service.

The Company's address is:

Vivint Smart Home, Inc.
4931 North 300 West
Provo, Utah 84604
Attention: Chief Legal Officer

with a copy (not constituting notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Igor Fert, Esq.
Fax: (212) 455-2502

If to any Stockholder Party, to such address as such Stockholder Party shall furnish to the Company in writing.

3.3. **Amendment; Waiver**. (a) The terms and provisions of this Agreement may be modified or amended only with the written approval of the Company and Stockholder Parties holding a majority of the shares then held by the Stockholder Parties in the aggregate as to which this Agreement has not been terminated pursuant to Section 3.1. Prior to the consummation of the Merger, this Agreement may not be amended without the prior written consent of Legacy Vivint.

(b) Except as expressly set forth in this Agreement, neither the failure nor delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

(c) No party shall be deemed to have waived any claim arising out of this Agreement, or any right, remedy, power or privilege under this Agreement, unless the waiver of such claim, right, remedy, power or privilege is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(d) Any party hereto may unilaterally waive any of its rights hereunder in a signed writing delivered to the Company.

3.4. **Further Assurances**. The parties hereto will sign such further documents, cause such meetings to be held, resolutions passed, exercise their votes and do and perform and cause to be done such further acts and things necessary, proper or advisable in order to give full effect to this Agreement and every provision hereof.

3.5. **Assignment**. This Agreement may not be assigned without the express prior written consent of the other parties hereto, and any attempted assignment, without such consents, will be null and void. This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

3.6. **Third Parties**. Except as provided for in Article II and Article III with respect to any Non-Recourse Party, this Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary hereto.

3.7. **Governing Law**. THIS AGREEMENT AND ITS ENFORCEMENT AND ANY CONTROVERSY ARISING OUT OF OR RELATING TO THE MAKING OR PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

3.8. **Jurisdiction; Waiver of Jury Trial**. Each party hereto hereby (i) agrees that any action, directly or indirectly, arising out of, under or relating to this Agreement shall exclusively be brought in and shall exclusively be heard and determined by either the Supreme Court of the State of New York sitting in Manhattan or the United States District Court for the Southern District of New York, and (ii) solely in connection with the action(s) contemplated by subsection (i) hereof, (A) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts identified in subsection (i) hereof, (B) irrevocably and unconditionally waives any objection to the laying of venue in any of the courts identified in clause (i) of this Section 3.8, (C) irrevocably and unconditionally waives and agrees not to plead or claim that any of the courts identified in such clause (i) is an inconvenient forum or does not have personal jurisdiction over any party hereto, and (D) agrees that mailing of process or other papers in connection with any such action in the manner provided herein or in such other manner as may be permitted by applicable law shall be valid and sufficient service thereof. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM OR ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

3.9. **Specific Performance**. Each party hereto acknowledges and agrees that in the event of any breach of this Agreement by any of them, the other parties hereto would be irreparably harmed and could not be made whole by monetary damages. Each party accordingly agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to specific performance of this Agreement without the posting of a bond.

3.10. **Entire Agreement**. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. There are no agreements, representations, warranties, covenants or understandings with respect to the subject matter hereof other than those expressly set forth herein. This Agreement supersedes all other prior agreements and understandings between the parties with respect to such subject matter.

3.11. **Severability**. If any provision of this Agreement, or the application of such provision to any Person or circumstance or in any jurisdiction, shall be held to be invalid or unenforceable to any extent, (i) the remainder of this Agreement shall not be affected thereby, and each other provision hereof shall be valid and enforceable to the fullest extent permitted by Law, (ii) as to such Person or circumstance or in such jurisdiction such provision shall be reformed to be valid and enforceable to the fullest extent permitted by Law and (iii) the application of such provision to other Persons or circumstances or in other jurisdictions shall not be affected thereby.

3.12. **Table of Contents, Headings and Captions**. The table of contents, headings, subheadings and captions contained in this Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

3.13. **Counterparts**. This Agreement and any amendment hereto may be signed in any number of separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one agreement (or amendment, as applicable).

3.14. **Effectiveness**. This Agreement shall be valid and enforceable as of the date of this Agreement and may not be revoked by any party hereto; *provided that* the provisions herein (other than this Article III) shall not be effective until the consummation of the Merger. In the event the Merger Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate and be of no further force or effect.

3.15. **No Recourse**. This Agreement may only be enforced against, and any claim or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, the transactions contemplated hereby or the subject matter hereof may only be made against the parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, shareholder, agent, attorney or representative of any party hereto or any past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, agent, attorney or representative of any of the foregoing (each, a "**Non-Recourse Party**") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Lockup Agreement on the day and year first above written.

MOSAIC ACQUISITION CORP.

By: /s/ David M. Maura
Name: David M. Maura
Title: Chairman, President and Chief Executive Officer

[*Signature Page to Lockup Agreement*]

Fayerweather Fund Eiger, L.P.

By: /s/ Andrew L. Stevenson
Name: Andrew L. Stevenson
Title: Manager of Fayerweather Management LLC
its General Partner

[*Signature Page to Lockup Agreement*]

Exhibit A

Fayerweather Fund Eiger, L.P.

Exhibit B

FORM OF JOINDER TO LOCKUP AGREEMENT

[_____], 20____

Reference is made to the Lockup Agreement, dated as of December 18, 2019, by and between Mosaic Acquisition Corp., Fayerweather Fund Eiger, L.P. and the other Stockholder Parties (as defined therein) from time to time party thereto (as amended from time to time, the "Lockup Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Lockup Agreement.

Each of the Company and each undersigned holder of shares of the Company (each, a "New Stockholder Party") agrees that this Joinder to the Lockup Agreement (this "Joinder") is being executed and delivered for good and valuable consideration.

Each undersigned New Stockholder Party hereby agrees to and does become party to the Lockup Agreement as a Stockholder Party. This Joinder shall serve as a counterpart signature page to the Lockup Agreement and by executing below each undersigned New Stockholder Party is deemed to have executed the Lockup Agreement with the same force and effect as if originally named a party thereto.

This Joinder may be executed in multiple counterparts, including by means of facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

[*Remainder of Page Intentionally Left Blank.*]

IN WITNESS WHEREOF, the undersigned have duly executed this joinder as of the date first set forth above.

[NEW STOCKHOLDER PARTY]

By: _____
Name:
Title

[COMPANY]

By: _____
Name:
Title:

Exhibit 10.3

Execution Version

SUBSCRIPTION

AND

BACKSTOP AGREEMENT

This Subscription and Backstop Agreement (this "Agreement"), made as of December 18, 2019 by and among Mosaic Acquisition Corp., a Delaware corporation (the "Company"), Vivint Smart Home, Inc., a Delaware corporation ("Vivint"), and the Subscriber identified on the signature pages hereto (the "Subscriber"), is intended to set forth certain representations, covenants and agreements among the Company, Vivint and the Subscriber:

(i) with respect to the acquisition by the Subscriber of shares of Class A common stock of the Company, par value $0.0001 per share (the "Common Stock"), through the open market and private transactions described in Section 2 hereof; and

(ii) with respect to the private offering of shares of Common Stock (the "Common Offering") for sale by the Company and the purchase of such shares by the Subscriber, pursuant to Section 3 hereof.

The respective representations, covenants and agreements set forth herein are made in connection with the Company's proposed business combination with Vivint, pursuant to that certain Agreement and Plan of Merger dated as of September 15, 2019, by and among the Company, Vivint and Maiden Merger Sub, Inc., a Delaware corporation (as amended, the "Merger Agreement"; such business combination, the "Merger", and the consummation of the Merger in accordance with the terms of the Merger Agreement, the "Merger Closing").

In consideration of the respective representations, covenants and agreements contained herein, subject to the terms and conditions hereof, and without amending or limiting the Lockup Agreement (as defined below), the Subscriber, the Company and Vivint hereby agree as follows:

1. Transfer and Voting of Common Stock.

(a) The Subscriber covenants and agrees that until the earlier of (i) the Merger Closing and (ii) the date on which the Merger Agreement is terminated in accordance with its terms (the "Termination Date"), it shall not, and shall ensure that its Affiliates do not, Transfer any Common Stock except to Fortress Mosaic Investor LLC. For purposes hereof, "Affiliate" shall mean affiliate as such term is defined in Rule 12b-2 under the Exchange Act (as defined below) and "Transfer" shall mean any direct or indirect transfer, redemption, disposition or monetization in any manner whatsoever, including, without limitation, through redemption election or any derivative transactions. The Subscriber hereby agrees to be bound by that certain Confidentiality and Lockup Agreement, dated September 15, 2019 (the "Lockup Agreement"), among the Company, Fortress Mosaic Sponsor LLC, Fortress Mosaic Investor LLC, Fortress Mosaic Anchor LLC and the other parties from time to time party thereto as a "Stockholder Party" (as defined therein).

(b) The Subscriber covenants and agrees that it shall, and shall cause each of its Affiliates to, (A) vote all the Common Stock, if any, that it or they owned on the record date for the special meeting of stockholders to be held by the Company to approve, among other things, the Merger (the "Special Meeting") in favor of (x) the Merger, pursuant to a proxy statement/consent solicitation/prospectus filed by the Company with the Securities and Exchange Commission (the "SEC") in connection with the Special Meeting (the "Proxy Statement") and (y) each of the other proposals of the Company set forth in the Proxy Statement, and (B) not exercise its or their redemption rights in any Common Stock in connection with the Special Meeting or the Merger.

2. Backstop

Commencing on the date hereof and ending at the close of business on the third Trading Day prior to the Special Meeting ("Backstop Deadline"), the Subscriber intends (and will take actions in furtherance thereof, subject to applicable securities laws (including any applicable safe harbors), including Rule 10b-5, Rule 10b-18 and Regulation M) to purchase up to $50,000,000 in aggregate purchase price of shares of Common Stock of the Company (the "Backstop Purchase") in the open market (the "Open Market Shares") or in privately negotiated transactions with third parties, including forward contracts (the "Private Purchase Shares", and collectively with the Open Market Shares, the "Backstop Shares"), provided that such transactions settle no later than, or are conditioned upon, the Merger Closing. On the date immediately following the Backstop Deadline and promptly at other times requested by the Company from time to time, the Subscriber shall (x) notify the Company in writing of the number of Open Market Shares and Private Purchase Shares so purchased and (y) provide the Company, for all Backstop Shares acquired, all documentary evidence reasonably requested by the Company and its advisors (including without limitation, its legal counsel) and its transfer agent and proxy solicitor to confirm that the Subscriber has purchased, or has contracted to purchase, such shares. For purposes hereof, "Trading Day" shall mean a day during which trading in the Common Stock generally occurs on the New York Stock Exchange (the "NYSE") or, if the Common Stock is not listed on the NYSE, on the principal other national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not listed on a national or regional securities exchange, on the principal other market on which the Common Stock is then listed or admitted for trading.

3. Subscription

(a) Subject to the terms and conditions set forth in this Agreement, in the event that any holder of Common Stock, contemporaneously with or prior to the vote of the Company's stockholders in the Special Meeting, elects to have such holder's shares of Common Stock redeemed by the Company, the Subscriber hereby irrevocably subscribes for and agrees to purchase from the Company, at a purchase price per share equal to the redemption price per share based on the amount of funds in the Trust Account as of the date of the redemption deadline (the "Trust Price"), up to the lesser of (x) $50,000,000 in aggregate purchase price of shares of Common Stock of the Company, less the aggregate purchase price of the Backstop Shares purchased by it pursuant to Section 2 hereof, and (y) the aggregate value (based on the Trust Price) of the number of shares so elected to be redeemed by holders of Common Stock, and the Company agrees to sell such shares to the Subscriber at such per share price (the shares of

Common Stock to be so sold, the "Redemption Shares"), provided that, if the Merger Closing does not occur on or before January 23, 2020 (unless otherwise extended by mutual consent of the parties hereto), then the Subscriber's obligations to purchase, and the Company's obligation to issue, shares pursuant to the foregoing sentence are extinguished as of such date. Any such purchase shall be consummated immediately prior to the Merger Closing.

(b) Subject to the terms and conditions set forth in this Agreement, at the election of Vivint (exercisable upon written notice delivered to the Subscriber and the Company not less than two (2) Business Days prior to the Merger Closing), the Subscriber hereby irrevocably subscribes for and agrees to purchase from the Company, at a purchase price of $10.00 per share, up to $50,000,000 in aggregate purchase price of shares of Common Stock of the Company, less the aggregate purchase price of (i) the Backstop Shares purchased by it pursuant to Section 2 hereof and (ii) the Redemption Shares purchased by it pursuant to Section 3(a) hereof, and the Company agrees to sell such shares to the Subscriber at such per share price (the shares of Common Stock to be so sold, collectively with the Redemption Shares, the "Subject Shares"), provided that, if the Merger Closing does not occur on or before January 23, 2020 (unless otherwise extended by mutual consent of the parties hereto), then the Subscriber's obligations to purchase, and the Company's obligation to issue, shares pursuant to the foregoing sentence are extinguished as of such date. Any such purchase shall be consummated immediately prior to the Merger Closing.

4. Delivery of Subscription Amount; Acceptance of Subscriptions; Delivery. The Subscriber understands and agrees that this subscription is made subject to the following terms and conditions:

(a) Contemporaneously with the execution and delivery of this Agreement, the Subscriber shall execute and deliver the Investor Questionnaire (as defined below) and, in respect of any subscription set forth in Section 3 hereof, the Subscriber shall, no later than one Business Day before the date of the Merger Closing (the "Funding Date"), cause a wire transfer to be made for payment for the Subject Shares in immediately available funds in the amount equal to (i) the Trust Price (in the case of a subscription pursuant to Section 3(a)) or (ii) $10.00 (in the case of a subscription pursuant to Section 3(b)), multiplied, in each case, by the number of Subject Shares to be purchased by such Subscriber pursuant to each respective above subscription (the "Subscription Amount"), in each case in accordance with the Subscription Instructions set forth on Exhibit A hereto. The payments provided for in this Section 4(a) shall be maintained in escrow with Continental Stock Transfer & Trust Company (or other nationally recognized escrow agent with whom in all cases, whether with Continental Stock Transfer & Trust Company or otherwise, the Company shall have an escrow agreement in place for purposes hereof, which such agreement shall be on reasonable and customary terms) pending the Merger Closing.

(b) The consummation of the subscription of the Subscriber for the Subject Shares shall occur (and shall not otherwise occur except) when (i) the Company has confirmed to the Subscriber that the Company's representations and warranties contained herein are, or shall be, true and correct as of the date of the acceptance of such subscription (which confirmation shall be deemed to have occurred upon the Company's consummation of such subscription) and (ii) there occurs the subsequent substantially simultaneous Merger Closing. If the consummation of the Subscription does not occur on or prior to the earliest of (x) the Merger Closing or (y) the date on which the Merger Agreement is terminated in accordance with its terms (the "Termination Date"), the Subscriber's subscription shall automatically be deemed rejected (the "Subscription Rejection").

(c) The payment of the Subscription Amount (or a portion thereof, as applicable) will be returned promptly (and, in any event, within three (3) Business Days), without interest, to the Subscriber if the applicable subscription is rejected in whole or in part or if the Common Offering is withdrawn or canceled or the Company elects not to consummate the Common Offering.

(d) The representations and warranties of the Company and the Subscriber set forth herein shall be true and correct as of the date that the Company accepts the subscription set forth herein.

5. Expenses. Each party hereto shall pay all of its own expenses in connection with this Agreement and the transactions contemplated hereby.

6. Representations, Warranties, Understandings, Risk Acknowledgments, and Covenants of the Subscriber. The Subscriber hereby represents, warrants and covenants to the Company as follows:

(a) The Subscriber is purchasing the Subject Shares for its own account, not as a nominee or agent, for investment purposes and not with a view towards distribution or resale within the meaning of the Securities Act (absent the registration of the Subject Shares for resale under the Securities Act or a valid exemption from registration). The Subscriber will not sell, assign or transfer such shares or securities at any time in violation of the Securities Act or applicable state securities laws. The Subscriber acknowledges that the Subject Shares cannot be sold unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available.

(b) The Subscriber understands that (A) the Subject Shares (1) have not been registered under the Securities Act or any state securities laws, (2) have been offered and will be sold in reliance upon an exemption from the registration and prospectus delivery requirements of the Securities Act, (3) will be issued in reliance upon exemptions from the registration and prospectus delivery requirements of state securities laws which relate to private offerings and (4) must be held indefinitely because of the fact that the Subject Shares have not been registered under the Securities Act or applicable state securities laws, and (B) the Subscriber must therefore bear the economic risk of its investment hereunder indefinitely unless a subsequent disposition thereof is registered under the Securities Act and applicable state securities laws or is exempt therefrom. The Subscriber further understands that such exemptions depend upon, among other things, the bona fide nature of the investment intent of the Subscriber expressed herein. Pursuant to the foregoing, the Subscriber acknowledges that until such time as the resale of the Subject Shares have been registered under the Securities Act or otherwise may be sold pursuant to an exemption from registration, the certificates representing any Subject Shares acquired by the Subscriber shall bear a restrictive legend substantially as follows (and a stop-transfer order may be placed against transfer of the certificates evidencing such Subject Shares):

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE TRANSFERRED IN VIOLATION OF SUCH ACT AND LAWS.

THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN SUBSCRIPTION AGREEMENT BY AND AMONG THE HOLDER AND THE OTHER PARTIES THERETO. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

(c) The Subscriber has knowledge, skill and experience in financial, business and investment matters relating to an investment of this type and is capable of evaluating the merits and risks of such investment and protecting the Subscriber's interest in connection with the acquisition of the Subject Shares and Backstop Shares (together, the "Securities"). The Subscriber understands that the acquisition of the Securities is a speculative investment and involves substantial risks and that the Subscriber could lose its entire investment. Further, the undersigned has (i) carefully read and considered the risks identified in the Disclosure Documents (as defined below) and (ii) carefully considered the risks related to the Merger, the Company and Vivint and has taken full cognizance of and understands all of the risks related to the Company, Vivint, the Merger, the Securities and the transactions contemplated hereby, including, without limitation, the purchase of the Securities. Acknowledging the very significant tax impact analysis and other analyses that is warranted in determining the consequences to it of purchasing and owning the Securities, to the extent deemed necessary by the Subscriber, the Subscriber has had the opportunity to retain, at its own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the foregoing, including, without limitation, purchasing and owning the Securities. The Subscriber has the ability to bear the economic risks of the Subscriber's investment in the Company, including a complete loss of the investment, and the Subscriber has no need for liquidity in such investment.

(d) The Subscriber has been furnished by the Company all information (or provided access to all information it reasonably requested) regarding the business and financial condition of the Company and Vivint, the Company's expected plans for future business activities, and the merits and risks of an investment in the Securities which the Subscriber has reasonably requested or otherwise needs to evaluate the investment in the Securities.

(e) The Subscriber is in receipt of and has carefully read and understands the following items (collectively, the "Disclosure Documents"):

(i) the final prospectus of the Company in connection with its IPO, dated October 18, 2017, as filed with the SEC (the "Final Prospectus");

(ii) each filing made by the Company with the SEC following the filing of the Final Prospectus;

(iii) the Merger Agreement (including any amendment thereto), a copy of which has been filed by the Company with the SEC; and (iv) the Proxy Statement (including any supplement thereto) and the amendments to the Certificate of Incorporation of the Company proposed to be voted on pursuant thereto, a copy of which has been filed by the Company with the SEC.

The Subscriber understands the significant extent to which certain of the disclosures contained in items (i) and (ii) above shall no longer apply following the Closing in accordance with the Merger Agreement.

The Subscriber acknowledges that neither the Company nor any of its Affiliates has made or makes any representation or warranty to the Subscriber in respect of the Company or Vivint, the Merger, the Company upon, or relating to, the Merger, other than in the case of the Company, the representations and warranties contained in this Agreement or any other agreement between the Company and the Subscriber.

(f) In making its investment decision to purchase the Securities, the Subscriber is relying solely on investigations made by the Subscriber and the Subscriber's representatives. The offer to sell or assign the Securities was communicated to the Subscriber in such a manner that the Subscriber was able to ask questions of and receive answers from the management of the Company concerning the terms and conditions of the proposed transaction and that at no time was the Subscriber presented with or solicited by or through any advertisement, article, leaflet, public promotional meeting, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or meeting or any other form of general or public advertising or solicitation.

(g) The Subscriber acknowledges that it has been advised that:

(i) The Securities have not been approved or disapproved by the SEC or any state securities commission nor has the SEC or any state securities commission passed upon the accuracy or adequacy of any representations by the Company. Any representation to the contrary is a criminal offense.

(ii) In making an investment decision, the Subscriber must rely on its own examination of the Company, the Merger, Vivint, the Securities and the Common Offering, including the merits and risks involved. The Securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of any representation. Any representation to the contrary is a criminal offense.

(iii) The Securities will be "restricted securities" within the meaning of Rule 144 under the Securities Act, are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and applicable state securities laws, pursuant to registration or exemption therefrom. The Subscriber is aware of the provisions of Rule 144 are not currently available and, in the future, may not become available for resale of any of the Subject Shares and that the Company is an issuer subject to Rule 144(i) under the Securities Act. The Subscriber is aware that it may be required to bear the financial risks of this investment for an indefinite period of time.

(h) The Subscriber agrees to furnish the Company with such other information as the Company may reasonably request in order to verify the accuracy of the information contained herein and agrees to notify the Company immediately of any material change in the information provided herein that occurs prior to the acceptance of this Agreement by the Company.

(i) The Subscriber further represents and warrants that it is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act, or an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act, and such Subscriber has executed the Investor Questionnaire attached hereto as Exhibit B (the "Investor Questionnaire") and shall provide to the Company an updated Investor Questionnaire for any change in circumstances at any time on or prior to the Merger Closing.

(j) As of the date of this Agreement, the Subscriber and its Affiliates do not have, and during the 30 day period prior to the date of this Agreement, the Subscriber and its Affiliates have not, in a seller, transferor or other similar capacity, entered into, any "put equivalent position" as such term is defined in Rule 16a-1 of under the Securities Exchange Act of 1934, as amended (the "Exchange Act") or short sale positions with respect to the securities of the Company. In addition, the Subscriber shall comply with all applicable provisions of Regulation M promulgated under the Securities Act.

(k) (i) The Subscriber has the full legal right and power and all authority and approval required (a) to execute and deliver, or authorize execution and delivery of, this Agreement and all other instruments executed and delivered by or on behalf of the Subscriber in connection with the purchase of the Securities, (b) to delegate authority pursuant to power of attorney and (c) to purchase and hold such Securities; (ii) the signature of the party signing on behalf of the Subscriber is binding upon the Subscriber; and (iii) the Subscriber has not been formed for the specific purpose of acquiring such Securities unless each beneficial owner of such entity is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act, or is qualified as an accredited investor within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act and has submitted information substantiating such individual qualification.

(l) This Agreement has been duly authorized, executed and delivered by the Subscriber and constitutes a legal, valid and binding obligation of the Subscriber enforceable against the Subscriber in accordance with its terms, except as such enforceability may be limited by: (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws in effect that limit creditors' rights generally; (ii) equitable limitations on the availability of specific remedies; (iii) principles of equity (regardless of whether such enforcement is considered in a proceeding in law or in equity); and (iv) to the extent rights to indemnification and contribution may be limited by federal securities laws or the public policy underlying such laws.

(m) The Subscriber understands and confirms that the Company will rely on the representations and covenants contained herein in effecting the transactions contemplated by this Agreement and the other Transaction Documents (as defined herein). All representations and warranties provided to the Company furnished by or on behalf of the Subscriber, taken as a whole, are true and correct and do not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(n) Neither the Subscriber nor, to the extent it has them, any of its shareholders, members, managers, general or limited partners, directors, Affiliates or executive officers (collectively with such Subscriber, the "Subscriber Covered Persons"), are subject to any of the "Bad Actor" disqualifications described in Rule 506(d) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3).

(o) The Subscriber has exercised reasonable care to determine whether any Subscriber Covered Person is subject to a Disqualification Event.

(p) The purchase of Securities by the Subscriber will not subject the Company to any Disqualification Event.

(q) Waiver Against Trust. The Subscriber acknowledges that the Company is a blank check company with the powers and privileges necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Company, including, but not limited to, effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination involving the Company and one or more businesses. The Subscriber hereby acknowledges that the Company established the trust account at J.P. Morgan Chase Bank, N.A. (the "Trust Account"), maintained by Continental Stock Transfer & Trust Company, a New York corporation, acting as trustee, pursuant to the Investment Management Trust Agreement, dated October 18, 2017, by and between the Company and the trustee, for the benefit of its public shareholders upon the closing of its initial public offering. For and in consideration of the Company entering into this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Subscriber hereby irrevocably waives any and all right, title and interest, or any claim of any kind it has or may have in the future, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account as a result of, or arising out of, this Agreement.

7. Representations and Warranties of the Company. The Company represents and warrants to each of the Subscribers as follows:

(a) Subject to obtaining all required approvals necessary in connection with the performance of the Merger Agreement (including the approval of the Company's stockholders for the Merger Agreement and the related transactions) and any required approvals pursuant to the applicable rules of the NYSE (together, the "Required Approvals"), the Company has all requisite corporate power and authority to enter into and perform this Agreement and the Merger Agreement (collectively, the "Transaction Documents"), and to perform its obligations under this Agreement and the other Transaction Document. Subject to obtaining the Required Approvals, the execution, delivery and performance of this Agreement and the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite corporate action, and no other

proceedings on the Company's part are necessary to authorize the execution, delivery or performance of this Agreement and the other Transaction Documents. This Agreement and each of the other Transaction Documents have been duly executed and delivered by the Company, and, assuming that this Agreement constitute a valid and binding obligation of the Subscriber, this Agreement and each of the other Transaction Documents will constitute upon execution and delivery by the Company, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by: (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws in effect that limit creditors' rights generally; (ii) equitable limitations on the availability of specific remedies; (iii) principles of equity (regardless of whether such enforcement is considered in a proceeding in law or in equity); and (iv) to the extent rights to indemnification and contribution may be limited by federal securities laws or the public policy underlying such laws.

(b) Subject to obtaining the Required Approvals, the execution, delivery and performance of this Agreement and the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby will not (i) conflict with or result in a violation of any provision of the Company's certificate of incorporation and bylaws, as currently in effect, (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both could become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, to which the Company is a party, or (iii) result in a violation of any law applicable to the Company or by which any property or asset of the Company is bound or affected (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations in clauses (ii) or (iii) of this Section 7(b) as have not had or would not reasonably be expect to have, individually or in the aggregate, a material adverse effect on the business, properties, condition or prospects (financial or otherwise) or results of operations of the Company ("Material Adverse Effect")).

(c) Except as required by the Exchange Act, the rules of the NYSE, and the terms of the Merger Agreement, the Company is not required to submit any notice, report or other filing with any Governmental Authority in connection with the execution, delivery or performance by it of the Transaction Documents or the consummation of the transactions contemplated by the Transaction Documents and no consent, approval or authorization of any Governmental Authority or any other Person is required to be obtained by the Company in connection with its execution, delivery and performance of this Agreement and each of the other Transaction Documents or the consummation of the transactions contemplated hereby and thereby, (other than such consents, approvals or authorizations, the failure of which to obtain, have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect).

(d) The Company understands and confirms that the Subscriber will rely on the representations and covenants contained herein in effecting the transactions contemplated by this Agreement.

8. Understandings. The Subscriber understands, acknowledges and agrees with the Company as follows:

(a) The Subscriber hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Subscriber, that, except as required by law, the Subscriber is not entitled to cancel, terminate or revoke this Agreement or any agreements of the Subscriber hereunder, and that this Agreement and such other agreements shall survive the death, disability, liquidation or dissolution of the Subscriber and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

(b) No federal or state agency has made any finding or determination as to the accuracy or adequacy of the Disclosure Documents or as to the suitability of this offering for investment nor any recommendation or endorsement of the Securities.

(c) The offering is intended to be exempt from registration under the Securities Act, which is dependent upon the truth, completeness and accuracy of the statements made by the Subscriber herein.

(d) There is only a limited public market for the Common Stock. There can be no assurance that the Subscriber will be able to sell or dispose of the Securities.

(e) In the event that the Merger is not completed by January 23, 2020, the Company will be required to liquidate and to cease its activities.

(f) The representations and warranties of the Subscriber contained in this Agreement and in any other writing delivered in connection with the transactions contemplated hereby shall be true and correct in all respects on and as of the date hereof and the date of the consummation of each offering of the Subject Shares as if made on and as of such date and such representation and warranties and all agreements of the Subscriber contained herein and in any other writing delivered in connection with the transactions contemplated hereby.

9. Survival. All representations, warranties and covenants contained in this Agreement shall survive until the earlier of the (A) Merger Closing or (B) Termination Date. The Subscriber acknowledges the meaning and legal consequences of the representations, warranties and covenants contained herein and that the Company has relied upon such representations, warranties and covenants in determining the Subscriber's qualification and suitability to purchase or acquire the Securities.

10. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when delivered personally or two Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid or one Business Day after it is delivered by a commercial overnight carrier or upon confirmation if delivered by facsimile or email:

(a) if to the Company (prior to the Merger Closing), to the following address:

375 Park Avenue
New York, NY 10162
Attn: David M. Maura
E-mail: dmaura@mosaicac.com

with a copy to:
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10023
Attn: Ross A. Fieldston
Jeffrey D. Marell
E-mail: rfieldston@paulweiss.com
jmarell@pauweiss.com

(b) if to the Company (following the Merger Closing), to the following address:

Vivint Smart Home, Inc.
4931 North 300 West
Provo, UT 84604
Attention: Todd Pederson
Alex Dunn
Shawn J. Lindquist
E-mail: tpedersen@vivint.com
adunn@vivint.com
slindquist@vivint.com

with a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attn: Wilson S. Neely
Elizabeth A. Cooper
E-mail: wneely@stblaw.com
ecooper@stblaw.com

(c) if to the Subscriber, to the address of the Subscriber set forth on the signature pages hereof;

(d) or at such other address as any party shall have specified by notice in writing to the other parties.

11. Notification of Changes. The Subscriber agrees and covenants to notify the Company immediately upon the occurrence of any event prior to the Merger Closing that would cause any representation, warranty, covenant or other statement contained in this Agreement to be false or incorrect or of any change in any statement made herein occurring prior to the Merger Closing.

12. Obligations Irrevocable. Subject to the terms and conditions contained herein, unless this Agreement is terminated in accordance with its terms, the obligations of the Subscriber to make its subscription provided for hereunder shall be irrevocable, except with the consent of both the Company and Vivint, until the Subscription Rejection.

13. Assignability; Amendments; Waiver. The Company may not assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the Subscriber and Vivint. The Subscriber may assign this Agreement and any of its rights, interests or obligations hereunder (including the Subscriber's rights to purchase the Subject Shares) to Fortress Mosaic Investor LLC; provided, however, that any such assignment shall not relieve the Subscriber of its obligations under this Agreement in the event that such assignee of the Subscriber fails to perform its obligations hereunder and that, without the prior written consent of the Company and Vivint, such assignee shall not be permitted to further assign any such rights, interests or obligations assigned to it. This Agreement may not be amended, modified or terminated except by an instrument in writing signed by the Company, Vivint and the Subscriber. This Agreement may not be waived except by an instrument in writing signed by the party against whom enforcement of waiver is sought.

14. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns, and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by and be binding upon such heirs, executors, administrators, successors, legal representatives and assigns. This Agreement does not confer any rights or remedies upon any person or entity other than the parties hereto and their heirs, successors and permitted assigns; provided, however, that notwithstanding anything to the contrary herein, the Company, Vivint and the Subscriber acknowledges that money damages would not be an adequate remedy at law if any party fails to perform in any material respect any of its obligations hereunder and accordingly agree that each party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to seek an injunction or similar equitable relief restraining such party from committing or continuing any such breach or threatened breach or to seek to compel specific performance of the obligations of any other party under this Agreement, without the posting of any bond, in accordance with the terms and conditions of this Agreement in any court of the United States or any State thereof having jurisdiction, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

15. Agreement. This Agreement constitutes the entire agreement of the Subscriber, Vivint and the Company relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

16. Governing Law; Jurisdiction; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof that would require the application of the laws of any jurisdiction other than Delaware. Each party hereto hereby, and any person asserting rights as a third party beneficiary hereunder may do so only if he, she or it, irrevocably agrees that any claims shall be brought only to the exclusive jurisdiction of the courts of the State of Delaware located in New Castle County or, if such courts decline to exercise jurisdiction, any federal or state court located in New York County, New York, and each party hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding

in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient forum. During the period a claim that is filed in accordance with this Section 16 is pending before a court, all actions, suits or proceedings with respect to such claim or any other claim, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each party and any person asserting rights as a third party beneficiary may do so only if he, she or it hereby waives, and shall not assert as a defense in any claim, that (a) such party is not personally subject to the jurisdiction of the above named courts for any reason, (b) such action, suit or proceeding may not be brought or is not maintainable in such court, (c) such party's property is exempt or immune from execution, (d) such action, suit or proceeding is brought in an inconvenient forum, or (e) the venue of such action, suit or proceeding is improper. A final judgment in any action, suit or proceeding described in this Section 16 following the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

17. Severability. If any provision of this Agreement or the application thereof to any person or any circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other subscriptions or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

18. Construction. The headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. The rule of construction that an agreement shall be construed strictly against the drafter shall not apply to this Agreement.

19. Further Assurances. From time to time, at another party's request and without further consideration (but at the requesting party's reasonable cost and expense), each party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

20. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. A facsimile or other electronic transmission of this signed Agreement shall be legal and binding on all parties hereto.

21. Interpretation. The headings, titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement. In this Agreement, unless the context otherwise requires: (i) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding or succeeding such term and shall be deemed in each case to be followed

by the words “without limitation”; (iii) the words “herein,” “hereto,” and “hereby” and other words of similar import in this Agreement shall be deemed in each case to refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement; and (iv) the term “Dollars” or “$” means United States dollars. The parties have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

22. Counsel. The Subscriber hereby acknowledges that the Company and its counsel represent the interests of the Company and not those of the Subscriber in any agreement (including this Agreement) to which the Company is a party.

[Signature Page to follow]

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

MOSAIC ACQUISITION CORP.

By: /s/ David M. Maura
Name: David M. Maura
Title: Chairman, President and Chief Executive Officer

VIVINT SMART HOME, INC.

By: /s/ Shawn J. Lindquist
Name: Shawn J. Lindquist
Title: Chief Legal Officer

Accepted and agreed:

DRAWBRIDGE SPECIAL OPPORTUNITIES FUND LP

By: Drawbridge Special Opportunities GP LLC, its General Partner

By: /s/ Scott Silvers
Name: Scott Silvers
Title: Authorized Signatory

Address of Subscriber:

c/o Fortress Investment Group LLC
1345 Avenue of the Americas, 46th Fl.
New York, NY 10105
Attention: General Counsel – Credit Funds
Email: gc.credit@fortress.com

Exhibit A

Subscription Instructions

The funds to be paid to the Company pursuant to Section 3 hereof shall be transmitted in federal funds by wire transfer to Continental Stock Transfer and Trust Company in accordance with the wire transfer instructions to be provided to the Subscriber and will be maintained in escrow in accordance with Section 4(a) hereof.

Exhibit B

Investor Questionnaire

INVESTOR QUESTIONNAIRE

MOSAIC ACQUISITION CORP.

THIS QUESTIONNAIRE MUST BE ANSWERED FULLY AND RETURNED ALONG WITH YOUR COMPLETED SUBSCRIPTION AGREEMENT IN CONNECTION WITH YOUR PROSPECTIVE PURCHASE OF SHARES FROM MOSAIC ACQUISITION CORP. (THE "**COMPANY**").

THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WILL BE HELD IN STRICT CONFIDENCE. NO INFORMATION WILL BE DISCLOSED EXCEPT TO THE EXTENT THAT SUCH DISCLOSURE IS REQUIRED BY LAW OR REGULATION, OTHERWISE DEMANDED BY PROPER LEGAL PROCESS OR IN LITIGATION INVOLVING THE COMPANY AND ITS CONTROLLING PERSONS.

Capitalized terms used herein without definition shall have the respective meanings given such terms as set forth in the Backstop and Subscription Agreement among the Company, Vivint Smart Home, Inc. and the subscriber signatory thereto (the "**Agreement**").

(1) The undersigned represents and warrants that he, she or it comes within at least one category marked below, and that for any category marked, he, she or it has truthfully set forth, where applicable, the factual basis or reason the undersigned comes within that category. The undersigned agrees to furnish any additional information which the Company reasonably deems necessary in order to verify the answers set forth below.

Category A ____ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000.

Explanation. In calculating net worth, you include all of your assets (other than your primary residence), whether liquid or illiquid, such as cash, stock, securities, personal property and real estate based on the fair market value of such property MINUS all debts and liabilities (except that a mortgage or other debt secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the purchase of the Shares, shall not be included as a liability, provided that if the amount of such indebtedness outstanding at the time of the purchase of the Shares exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of your primary residence, the amount of such excess shall be included as a liability. Further, the amount of any mortgage or other indebtedness secured by your primary residence that exceeds the fair market value of the residence at the time of the purchase of the Shares shall be included as a liability.

Category B ____ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with his or her spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching and the same income level in the current year.

Category C ____ The undersigned is a director or executive officer of the Company which is issuing and selling the Shares.

Category D ____ The undersigned is a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "**Act**"); a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors (describe entity).

_____

_____

Category E ____ The undersigned is a private business development company as defined in Section 202(a) (22) of the Investment Advisors Act of 1940 (describe entity)

_____

_____

Category F ✓ The undersigned is either a corporation, partnership, Massachusetts or similar business trust, or any organization described in Section 501(c) (3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Shares and with total assets in excess of $5,000,000. (describe entity)

_____

_____

Category G ____ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Shares, where the purchase is directed by a "sophisticated investor" as defined in Regulation 506(b)(2)(ii) under the Act.

Category H ____ The undersigned is an entity (other than a trust) in which all of the equity owners are "accredited investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Investor Questionnaire. (describe entity)

The undersigned agrees that the undersigned will notify the Company at any time on or prior to the applicable closing in the event that the representations and warranties in this Investor Questionnaire shall cease to be true, accurate and complete.

(2) Suitability (please answer each question)

(a) Are you familiar with the risk aspects and the non-liquidity of investments such as the Shares for which you seek to purchase?

YES __✓__ NO ____

(b) Do you understand that there is no guarantee of financial return on this investment and that you run the risk of losing your entire investment?

YES __✓__ NO ____

(3) Manner in which title is to be held: (circle one)

(a) Individual Ownership

(b) Community Property

(c) Joint Tenant with Right of Survivorship (both parties must sign)

(d) Partnership

(e) Tenants in Common

(f) Company

(g) Trust

(4) FINRA Affiliation.

Are you affiliated or associated with a member of FINRA (please check one):

YES ____ NO ____

If Yes, please describe:

_____

_____

_____

* If subscriber is a Registered Representative with a member of FINRA, have the following acknowledgment signed by the appropriate party:

The undersigned FINRA firm acknowledges receipt of the notice required by the Conduct Rules of FINRA.

Name of NASD Member Firm

By: _____
Authorized Officer

Date:

[Remainder of page intentionally left blank]

The undersigned is informed of the significance to the Company of the foregoing representations and answers contained in this Investor Questionnaire and such answers have been provided under the assumption that the Company will rely on them.

Date: December 18, 2019

DRAWBRIDGE SPECIAL OPPORTUNITIES FUND LP

By: Drawbridge Special Opportunities GP LLC, its General Partner

By: /s/ Scott Silver
Name: Scott Silver
Title: Authorized Signatory

Exhibit 10.4

Execution Version

This **AMENDMENT NO. 1**, dated as of December 18, 2019 (this "Amendment"), to the Forward Purchase Agreement, dated as of September 26, 2017 (the "Forward Purchase Agreement"), by and among Mosaic Acquisition Corp., a Delaware corporation ("Mosaic"), Mosaic Sponsor, LLC, Fortress Mosaic Sponsor LLC (together with Mosaic Sponsor, LLC, the "Sponsors") and the party listed as the purchaser of the signature page hereof (the "Purchaser"), is made and entered into by and among Mosaic, the Sponsors, the Purchaser and Vivint Smart Home, Inc. ("Vivint" and, together with Mosaic, the Sponsors and the Purchaser, the "Parties").

RECITALS

WHEREAS, Mosaic, the Sponsors and the Purchaser (collectively, the "Original Parties") previously entered into the Forward Purchase Agreement;

WHEREAS, Mosaic, Vivint and Maiden Merger Sub, Inc. ("Merger Sub") intend to enter into an amendment (the "Merger Amendment") to that certain Agreement and Plan of Merger, dated September 15, 2019, by and among Mosaic, Vivint and Merger Sub;

WHEREAS, the Original Parties are entering into this Amendment as an inducement to Vivint's entry into the Merger Amendment; and

WHEREAS, each of the Original Parties desires to amend the Forward Purchase Agreement pursuant to Section 11(m) of the Forward Purchase Agreement as provided herein and to add Vivint as a party to the Forward Purchase Agreement.

NOW, THEREFORE, in consideration of these premises and of the mutual agreements contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Escrow Term. Section 1(a)(ii) of the Forward Purchase Agreement is hereby amended by deleting it in its entirety and replacing it with:

> "The Company has required the Purchaser to purchase the number of Forward Purchase Shares provided pursuant to Section 1(a)(i) hereof by delivering notice to the Purchaser specifying the number of Forward Purchase Shares the Purchaser is required to purchase, the anticipated date of the Business Combination Closing, the aggregate FPS Purchase Price and instructions for wiring the FPS Purchase Price to an account of a third-party escrow agent, which is the Company's transfer agent (the "Escrow Agent"), pursuant to an escrow agreement between the Company and the Escrow Agent (the "Escrow Agreement"), which may also include Vivint Smart Home, Inc. ("Vivint") as a party and which shall provide that Vivint shall have the right to provide instructions to the Escrow Agent with respect to the Escrow Agreement in the event all conditions for release of funds have been met for at least 24 hours and the independent members of the Company's board of directors have not alleged a breach of a condition for release of funds that would excuse a failure to release such funds. On or prior to December 17, 2019, the Purchaser has delivered the FPS Purchase Price in cash via wire transfer to the account specified in such notice, to be held in escrow pending the Business Combination

Closing. The Escrow Agreement will provide that the Escrow Agent shall automatically return to the Purchaser the FPS Purchase Price at the earlier of (i) January 23, 2020 and (ii) the date that certain Agreement and Plan of Merger, dated September 15, 2019, by and among the Company, Vivint Smart Home, Inc. and Maiden Merger Sub, Inc., as may be amended, modified or supplemented from time to time, is validly terminated, provided that the return of the funds placed in escrow shall not terminate this Agreement or otherwise relieve either party of any of its obligations hereunder. For the purposes of this Agreement, "Business Day" means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York, New York."

2. Confirmation of Funding. The Purchaser hereby confirms that the FPS Purchase Price for all of the Forward Purchase Shares the Purchaser is required to purchase pursuant to the notice delivered by Mosaic on December 3, 2019, has been delivered to the Escrow Agent to the escrow account set forth in such notice prior to the execution of this Amendment.

3. Waiver of ROFO. The Purchaser hereby waives its rights under Section 5 of the Forward Purchase Agreement with respect to both (a) the investment to be made by Drawbridge Special Opportunities Fund LP (or its assignee) in Mosaic's common stock pursuant to that certain Subscription and Backstop Agreement, dated as of December 18, 2019, by and among Mosaic, Vivint and Drawbridge Special Opportunities Fund LP and (b) the investment to be made by Fayerweather Fund Eiger, L.P. in Mosaic's common stock pursuant to that certain Subscription Agreement, dated as of December 18, 2019, by and among Mosaic, Mosaic Sponsor, LLC, Vivint and Fayerweather Fund Eiger, L.P.

4. References. All references in the Forward Purchase Agreement to the "Agreement" shall be deemed to be the Forward Purchase Agreement as amended by this Amendment.

5. Entire Understanding. This Amendment and the Forward Purchase Agreement constitute the entire agreement among the Parties relating to the purchase by the Purchaser of capital stock of Mosaic and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the purchase by the Purchaser of capital stock of Mosaic.

6. No Other Amendments. This Amendment shall not constitute an amendment or waiver of any provision of the Forward Purchase Agreement not expressly referred to herein. Except as expressly amended hereby, the Forward Purchase Agreement is and shall remain in full force and effect in accordance with the terms thereof.

7. Definitions. All capitalized terms used without definition in this Amendment shall have the respective meanings set forth in the Forward Purchase Agreement.

8. Miscellaneous. The terms and provisions of Section 11(a), (b), (c), (e), (f), (g) (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r) and (s) of the Forward Purchase Agreement are incorporated herein and shall apply *mutatis mutandis* to this Amendment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered as of the date first written above by their respective officers thereunto duly authorized.

MOSAIC ACQUISITION CORP.

By: _____
Name:
Title:

MOSAIC SPONSOR, LLC

By: _____
Name:
Title:

[Signature Page to Amendment No. 1 to the Forward Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered as of the date first written above by their respective officers thereunto duly authorized.

FORTRESS MOSAIC SPONSOR LLC

By: _____
Name:
Title:

[Signature Page to Amendment No. 1 to the Forward Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered as of the date first written above by their respective officers thereunto duly authorized.

PURCHASER:

[__]

By: _____
Name:
Title:

[Signature Page to Amendment No. 1 to the Forward Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered as of the date first written above by their respective officers thereunto duly authorized.

VIVINT SMART HOME, INC.

By: /s/ Shawn J. Lindquist
Name: Shawn J. Lindquist
Title: Chief Legal Officer

[Signature Page to Amendment No. 1 to the Forward Purchase Agreement]

Exhibit 99.1

Vivint Smart Home and Mosaic Acquisition Corp. Announce Revised Transaction Terms

Mosaic Acquisition Corp.'s Special Meeting of Stockholders to be Adjourned Until January 14, 2020

PROVO, Utah; NEW YORK, New York—December 18, 2019—Vivint Smart Home, Inc. ("Vivint") and Mosaic Acquisition Corp. (NYSE: MOSC; "Mosaic") today announced that they have entered into an amendment to their definitive agreement to merge Vivint with a subsidiary of Mosaic (the "Amendment"). The Amendment reduces the initial enterprise value of Vivint to approximately $4.1 billion, implying an estimated 2020 Adjusted EBITDA multiple of approximately 7.75x.

In connection with the Amendment:

- Affiliates of Fortress Investment Group LLC ("Fortress") have agreed to invest up to an additional $50 million in Vivint through an investment in the common stock of Mosaic, through open market purchases or directly from Mosaic, prior to the closing of the merger. This investment is in addition to the previously announced $125 million investment in Vivint by Fortress affiliates and to the pre-existing investments in Mosaic held by Fortress affiliates.
- An investor who is investing in Vivint pursuant to forward purchase commitments obtained in connection with Mosaic's IPO has agreed to invest an additional $50 million in Vivint through an investment in the common stock of Mosaic prior to the closing of the merger.
- Pro forma net leverage reduced from 5.2x to 3.9x LTM 9/30/2019 Covenant Adjusted EBITDA, with substantially all net proceeds expected to be used to repay debt, assuming no redemptions by Mosaic's public stockholders.

Blackstone and other existing investors of Vivint are expected to own approximately 55% percent of the outstanding shares of Vivint immediately following the merger and Blackstone's previously announced investment, assuming no redemptions by Mosaic's public stockholders and that Fortress affiliate's additional $50 million investment will be consummated through a private placement of newly-issued shares of Mosaic common stock. Based on those assumptions, in total, there will be approximately $790 million of net cash proceeds at closing, including (i) the $150 million of forward purchase commitments obtained in connection with Mosaic's IPO (including a Fortress affiliate), (ii) the previously announced $125 million investment in Vivint by Fortress affiliates, (iii) the previously announced $100 million investment in Vivint by Blackstone, (iv) the additional investment of up to $50 million by Fortress affiliates and (v) the additional $50 million investment from a forward purchaser. The net cash proceeds from these transactions, including Mosaic's cash on hand, are expected to be used to pay down a portion of the existing Vivint debt and for working capital and general corporate purposes.

Mosaic Acquisition Corp. also announced that it intends to convene and then adjourn, without conducting any other business, the adjourned special meeting of stockholders scheduled to be held on Friday, December 20, 2019, until Tuesday, January 14, 2020, at 9:00 a.m. Eastern Time, at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP at 1285 Avenue of the Americas, New York, New York 10019.

In connection with the adjournment, Mosaic is extending the deadline for holders of its Class A common stock to submit their shares for redemption to 5:00 p.m. Eastern Time on Friday, January 10, 2020. Stockholders who wish to withdraw their redemption request may do so by requesting that the transfer agent return such shares.

About Mosaic

Mosaic Acquisition Corp. is a special purpose acquisition company formed by Mosaic Sponsor, LLC and Fortress Mosaic Sponsor LLC for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses. For more information, visit www.mosaicac.com.

About Vivint Smart Home

Vivint Smart Home is a leading smart home company in North America. Vivint delivers an integrated smart home system with in-home consultation, professional installation and support delivered by its Smart Home Pros, as well as 24/7 customer care and monitoring. Dedicated to redefining the home experience with intelligent products and services, Vivint serves more than 1.5 million customers throughout the United States and Canada. For more information, visit www.vivint.com.

IMPORTANT ADDITIONAL INFORMATION AND WHERE TO FIND IT

This communication is being made in respect of the proposed merger transaction involving Mosaic and Vivint. Mosaic filed a registration statement on Form S-4 with the SEC, which includes a proxy statement of Mosaic, a consent solicitation statement of Vivint and a prospectus of Mosaic, and each party will file or has filed other documents with the SEC regarding the proposed transaction. Beginning on December 3, 2019, a definitive proxy statement/consent solicitation statement/prospectus was sent to the stockholders of Mosaic and Vivint. As a result of amendments made to the proposed merger transaction on December 18, 2019, Mosaic intends to file a post-effective amendment to the registration statement on Form S-4, which will include an updated proxy statement/consent solicitation statement/prospectus. An updated definitive proxy statement/consent solicitation statement/prospectus will be sent to the stockholders of Mosaic and Vivint, seeking any required stockholder approval. **Before making any voting or investment decision, investors and security holders of Mosaic and Vivint are urged to carefully read the entire registration statement and proxy statement/consent solicitation statement/ prospectus, including any post-effective amendments or updates thereto, and any other relevant documents filed with the SEC, as well as any amendments or supplements to these documents, because they contain important information about the proposed transaction.** The documents filed by Mosaic with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, the documents filed by Mosaic may be obtained free of charge from Mosaic at www.mosaicac.com. Alternatively, these documents, when available, can be obtained free of charge from Mosaic upon written request to Mosaic Acquisition Corp., 375 Park Avenue, New York, New York 10152, Attn: Secretary, or by calling (212) 763-0153.

Mosaic, Vivint and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Mosaic, in favor of the approval of the merger. Information regarding Mosaic's directors and executive officers is contained in Mosaic's Annual Report on Form 10-K for the year ended December 31, 2018 and its Quarterly Report on Form 10-Q for the quarterly periods ended March 31, 2019, June 30, 2019 and September 30, 2019, which are filed with the SEC. Information regarding Vivint's directors and executive officers (who serve in equivalent roles at APX Group Holdings, Inc.) is contained in APX Group Holdings, Inc. Annual Report on Form 10-K/A for the year ended December 31, 2018 and its Quarterly Report on Form 10-Q for the quarterly periods ended March 31, 2019, June 30, 2019 and September 30, 2019, which are filed with the SEC. Additional information regarding the interests of those participants and other persons who may be deemed participants in the transaction may be obtained by reading the registration statement and the proxy statement/consent solicitation statement/prospectus and other relevant documents filed with the SEC when they become available. Free copies of these documents may be obtained as described in the preceding paragraph.

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval, nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such other jurisdiction.

FORWARD-LOOKING STATEMENTS

This communication contains, and oral statements made from time to time by our representatives may contain, forward-looking statements including, but not limited to, Mosaic's and Vivint's expectations or predictions of future conditions. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning our possible or assumed future actions,

business strategies, events or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates" or "intends" or similar expressions. Such forward-looking statements involve risks and uncertainties that may cause actual events, results or performance to differ materially from those indicated by such statements. Certain of these risks are identified and discussed in Mosaic's Registration Statement on Form S-4 under "Risk Factors" and Form 10-K for the year ended December 31, 2018 under "Risk Factors" in Part I, Item 1A. These risk factors will be important to consider in determining future results and should be reviewed in their entirety. These forward-looking statements are expressed in good faith, and Mosaic and Vivint believe there is a reasonable basis for them. However, there can be no assurance that the events, results or trends identified in these forward-looking statements will occur or be achieved. Forward-looking statements speak only as of the date they are made, and neither Mosaic nor Vivint is under any obligation, and expressly disclaim any obligation, to update, alter or otherwise revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law. Readers should carefully review the statements set forth in the reports, which Mosaic has filed or will file from time to time with the SEC.

In addition to factors previously disclosed in Mosaic's S-4 and reports filed with the SEC and those identified elsewhere in this communication, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: ability to meet the closing conditions to the merger; delay in closing the merger; failure to realize the benefits expected from the proposed transaction; the effects of pending and future legislation; risks related to disruption of management time from ongoing business operations due to the proposed transaction; business disruption following the transaction; risks related to Mosaic's or Vivint's indebtedness; other consequences associated with mergers, acquisitions and divestitures and legislative and regulatory actions and reforms; risks of the smart home and security industry, including risks of and publicity surrounding the sales, subscriber origination and retention process; the highly competitive nature of the smart home and security industry and product introductions and promotional activity by competitors; litigation, complaints, product liability claims and/or adverse publicity; cost increases or shortages in smart home and security technology products or components; the introduction of unsuccessful new smart home services; privacy and data protection laws, privacy or data breaches, or the loss of data; the impact of the Vivint Flex Pay plan to Vivint's business, results of operations, financial condition, regulatory compliance and customer experience; and Vivint's ability to successfully compete in retail sales channels.

Any financial projections in this communication are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainties and contingencies, many of which are beyond Mosaic's and Vivint's control. The assumptions and estimates underlying the projected results are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. The inclusion of projections in this communication should not be regarded as an indication that Mosaic and Vivint, or their representatives, considered or consider the projections to be a reliable prediction of future events.

This communication is not intended to be all-inclusive or to contain all the information that a person may desire in considering an investment in Mosaic and is not intended to form the basis of an investment decision in Mosaic. All subsequent written and oral forward-looking statements concerning Mosaic and Vivint, the proposed transaction or other matters and attributable to Mosaic and Vivint or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements above.

Contacts

For Vivint

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dgerard@vivint.com

Media
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For Mosaic

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whmitchell@mosaicac.com