

**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): September 3, 2022

Faraday Future Intelligent Electric Inc.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-39395 (Commission File Number)	84-4720320 (I.R.S. Employer Identification No.)
18455 S. Figueroa Street Gardena, CA (Address of principal executive offices)		90248 (Zip Code)

(424) 276-7616
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.0001 per share	FFIE	The Nasdaq Stock Market LLC
Redeemable warrants, exercisable for shares of Class A common stock at an exercise price of \$11.50 per share	FFIEW	The Nasdaq Stock Market LLC

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

On September 3, 2022, Faraday Future Intelligent Electric Inc. (the “Company”), Faraday&Future Inc., a California corporation and a wholly owned subsidiary of the Company and Dr. Carsten Breitfeld, the Company’s Global Chief Executive Officer, entered into an amendment (the “Amendment”) to Dr. Breitfeld’s employment agreement, dated as of August 6, 2019, as amended effective as of July 21, 2021, and further amended on January 31, 2022 (the “Employment Agreement”).

The Amendment extends the term of the Employment Agreement for six months from September 3, 2022 to March 3, 2023 (the “Term Extension”). Except for the Term Extension, all other terms of the Employment Agreement remain the same. The Company and Dr. Breitfeld agreed to the Term Extension to, among other things: provide the Company with sufficient time to conduct a competitive market review to be used when evaluating and determining Dr. Breitfeld’s compensation on a go-forward basis; allow Dr. Breitfeld and the Company to stay focused on the launch of the FF 91; and allow the Company to consider the Company’s liquidity situation at the end of the Term Extension in connection with its review of Dr. Breitfeld’s compensation.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are filed with this Current Report on Form 8-K:

No.	Description of Exhibits
10.1	Second Amendment to Amended and Restated Employment Agreement by and among Faraday Future Intelligent Electric Inc., Faraday&Future Inc. and Carsten Breitfeld dated September 3, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

Date: September 6, 2022

By: /s/ Becky Roof

Name: Becky Roof

Title: Interim Chief Financial Officer

SECOND AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Second Amendment") is made as of September 3, 2022, by and among Faraday Future Intelligent Electric Inc. (the "Company"), Faraday&Future Inc. ("Faraday Future"), and Carsten Breitfeld (the "Executive"). Faraday Future, the Company, and Executive are collectively referred to hereinafter as the "Parties".

RECITALS

WHEREAS, the Parties entered an Employment Agreement dated as of August 6, 2019, as amended and restated effective July 21, 2021, as amended January 31, 2022 (the "Agreement");

WHEREAS, the term of the Agreement is scheduled to expire effective September 3, 2022; and

WHEREAS, the Parties wish to extend the term of the Employment Agreement.

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

1. Section 2 of the Agreement is amended and restated in its entirety as follows:

Term. The term of employment hereunder commenced on the Executive's first day of employment with Faraday Future and will end on March 3, 2023, unless otherwise terminated under this Agreement. The Agreement will not automatically renew unless extended in writing by the Company, Faraday Future and the Executive.

2. Except as provided in Section 1 hereof, the Agreement shall remain in full force and effect in accordance with its terms or as otherwise validly modified by the Parties.
3. The terms of this Second Amendment shall become effective upon execution by the Parties.
4. This Second Amendment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Second Amendment by electronic means (such as by facsimile) will be effective as delivery of a manually executed counterpart to this Second Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, intend to be bound hereby and have duly executed this Second Amendment to the Amended and Restated Employment Agreement as of the date set forth in the preamble.

SIGNED by and on behalf of

FARADAY FUTURE

FARADAY&FUTURE INC.

By: /s/ Susan Swenson
Name: Susan Swenson
Title: Authorized Signatory

THE COMPANY

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

By: /s/ Susan Swenson
Name: Susan Swenson
Title: Executive Chairperson

SIGNED by

THE EXECUTIVE

/s/ Carsten Breitfeld
CARSTEN BREITFELD

[SIGNATURE PAGE TO SECOND AMENDMENT TO EMPLOYMENT AGREEMENT]
