

UNITED STATES  
SECURITIES & EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 13D**

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

**Faraday Future Intelligent Electric Inc.**

(Name of Issuer)

**Class A Common Stock, \$0.0001 par value per share**

(Title of Class of Securities)

**74348Q108**

(CUSIP Number)

**FF Top Holding LLC  
18455 South Figueroa Street  
Gardena, California 90248  
Attention: Matthias Aydt  
(424) 276-7616**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**July 21, 2021**

(Date of Event Which Requires Filing of This Statement)

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

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

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

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

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> FF Top Holding LLC	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 121,438,964 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 64,000,588
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 121,438,964 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 37.4% (2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) includes (i) 57,438,376 shares of Class A Common Stock held by certain other stockholders of the Issuer over which the Reporting Persons exercise voting control pursuant to voting agreements, and (ii) 64,000,588 shares of Class B common stock, par value \$0.0001 per share (the "Class B Common Stock") held directly by FF Top Holding LLC. Shares of Class B Common Stock are convertible into an equal number of shares of Class A Common Stock of the Issuer at any time. Assumes the conversion of the Class B Common Stock referred to above into shares of Class A Common Stock.

(2) Based on 324,360,508 shares of Class A Common Stock issued and outstanding as of July 21, 2021, as reported in the Issuer's Current Report on Form 8-K filed on July 22, 2021 filed by the Issuer with the Securities and Exchange Commission (the "SEC"). Assumes the conversion of the Class B Common Stock referred to in footnote 1 into shares of Class A Common Stock.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Pacific Technology Holding LLC	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 121,438,964 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 64,000,588
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 121,438,964 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 37.4% (2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Includes (i) 57,438,376 shares of Class A Common Stock held by certain other stockholders of the Issuer over which the Reporting Persons exercise voting control pursuant to voting agreements, and (ii) 64,000,588 shares of Class B Common Stock held directly by FF Top Holding LLC. Shares of Class B Common Stock are convertible into an equal number of shares of Class A Common Stock of the Issuer at any time. Assumes the conversion of the Class B Common Stock referred to above into shares of Class A Common Stock.

(2) Based on 324,360,508 shares of Class A Common Stock issued and outstanding as of July 21, 2021, as reported in the Issuer's Current Report on Form 8-K filed on July 22, 2021 filed by the Issuer with the SEC. Assumes the conversion of the Class B Common Stock referred to in footnote 1 into shares of Class A Common Stock.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> FF Global Partners LLC	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 121,438,964 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 64,000,588
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 121,438,964 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 37.4% (2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Includes (i) 57,438,376 shares of Class A Common Stock held by certain other stockholders of the Issuer over which the Reporting Persons exercise voting control pursuant to voting agreements, and (ii) 64,000,588 shares of Class B Common Stock held directly by FF Top Holding LLC. Shares of Class B Common Stock are convertible into an equal number of shares of Class A Common Stock of the Issuer at any time. Assumes the conversion of the Class B Common Stock referred to above into shares of Class A Common Stock.

(2) Based on 324,360,508 shares of Class A Common Stock issued and outstanding as of July 21, 2021, as reported in the Issuer's Current Report on Form 8-K filed on July 22, 2021 filed by the Issuer with the SEC. Assumes the conversion of the Class B Common Stock referred to in footnote 1 into shares of Class A Common Stock.

This Schedule 13D is being filed jointly by FF Top Holding LLC (“FF Top”), Pacific Technology Holding LLC (“Pacific Technology”) and FF Global Partners LLC (“FF Global”), each a Delaware limited liability company (collectively, the “Reporting Persons”) with respect to (i) the shares of Class A common stock, par value \$0.0001 per share (the “Class A Common Stock”) of Faraday Future Intelligent Electric Inc., a Delaware corporation (the “Issuer”), and (ii) the shares of Class B common stock, par value \$0.0001 per share (the “Class B Common Stock” and, together with the Class A Common Stock, the “Common Stock”), of the Issuer, which are not publicly traded but are convertible at any time, at the option of the holder, into shares of Class A Common Stock. The agreement among the Reporting Persons relating to the joint filing of this Schedule 13D is attached to this Schedule 13D as Exhibit 1.

**ITEM 1. Security and Issuer.**

The class of equity security to which this Schedule 13D relates is the Class A Common Stock of the Issuer. The address of the principal executive offices of the Issuer is 18455 S. Figueroa Street, Gardena, California 90248. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

**ITEM 2. Identity and Background.**

(a), (b), (c) and (f). This Schedule 13D is being filed by the Reporting Persons. Each of the Reporting Persons is a Delaware limited liability company.

Pacific Technology is the managing member of FF Top, and FF Global is the managing member of Pacific Technology. FF Global is governed by a board of managers, consisting of eight managers – YT Jia, Matthias Aydt, Jiawei Wang, Tin Mok, Prashant Gulati, Chaoying Deng, Philip Bethell and Carsten Breitfeld. A majority of the board of managers of FF Global is required to approve any actions of FF Global, including actions relating to the voting and disposition of shares of Common Stock by FF Top.

The principal office and business address of each of the Reporting Persons is 18455 S. Figueroa Street, Gardena, California 90248.

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

**ITEM 3. Source and Amount of Funds or Other Consideration.**

All of the shares of the Issuer’s Class A Common Stock reported herein as beneficially owned by the Reporting Persons were acquired pursuant to an Agreement and Plan of Merger, dated as of January 27, 2021, as amended by the First Amendment to Agreement and Plan of Merger dated as of February 25, 2021, the Second Amendment to Agreement and Plan of Merger dated as of May 3, 2021 and the Third Amendment to Agreement and Plan of Merger dated as of June 14, 2021 (“Merger Agreement”), by and among PSAC, PSAC Merger Sub Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands (“Merger Sub”), and FF Intelligent Mobility Global Holdings Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands (“FF”), which, among other things, provides for Merger Sub to be merged with and into FF, with FF continuing as the surviving company and a wholly-owned subsidiary of PSAC. The transactions contemplated by the Merger Agreement (the “Business Combination”) closed on July 21, 2021 (the “Closing”).

Pursuant to the terms of the Merger Agreement, shares of FF beneficially owned by the Reporting Persons immediately prior to the Closing converted into 64,000,588 shares of Class B Common Stock.

Other than the conversion of the FF shares to Class B Common Stock in connection with the Closing, there have been no transactions effected by the Reporting Persons in the past sixty days with respect to the securities of the Issuer.

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**ITEM 4. Purpose of Transaction.**

The Reporting Persons acquired the Common Stock covered by this Schedule 13D for investment purposes.

The Reporting Persons will routinely monitor a wide variety of investment considerations, including, without limitation, current and anticipated future trading prices for the Common Stock, the Issuer's operations, assets, prospects, business development, markets and capitalization, the Issuer's management and personnel, Issuer-related competitive and strategic matters, general economic, financial market and industry conditions, as well as other investment considerations. The Reporting Persons expect to discuss their investment in the Issuer and the foregoing investment considerations with the Issuer's Board of Directors ("Board of Directors"), management, other investors, industry analysts and others. These considerations, these discussions and other factors may result in the Reporting Persons' consideration of various alternatives with respect to their investment, including possible changes in the present Board of Directors and/or management of the Issuer or other alternatives to increase stockholder value. The Reporting Persons may also enter into confidentiality or similar agreements with the Issuer and, subject to such an agreement or otherwise, exchange information with the Issuer. In addition, the Reporting Persons may acquire additional Issuer securities in the public markets, in privately negotiated transactions or otherwise or may determine to sell, trade or otherwise dispose of all or some holdings in the Issuer in the public markets, in privately negotiated transactions or otherwise, or take any other lawful action they deem to be in their best interests.

Except as set forth in this Schedule 13D, no Reporting Person has any present plans or proposals that relate to or would result in: (a) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries; (d) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of such directors or to fill any existing vacancies on such board; (e) any material change in the present capitalization or dividend policy of the Issuer; (f) any other material change in the Issuer's business or corporate structure; (g) changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions that may impede the acquisition of control of the Issuer by any person; (h) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (j) any action similar to any of those enumerated in subclauses (a)-(i) above. There is no assurance that the Reporting Persons will develop any plans or proposals with respect to any of these matters. However, the Reporting Persons reserve the right to formulate plans or proposals which would relate to or result in the transactions described in subclauses (a) through (j) of this Item 4.

**ITEM 5. Interest in Securities of the Issuer.**

(a), (b) The responses of the Reporting Persons with respect to Rows 7 through 13 of the respective cover pages of the individual Reporting Persons to this Schedule 13D are incorporated herein by reference.

The Reporting Persons' aggregate percentage of beneficial ownership is approximately 37.4% of the outstanding shares of the Class A Common Stock. Calculations of the percentage of the shares of Class A Common Stock beneficially owned is based on 324,360,508 shares of Class A Common Stock outstanding as of July 21, 2021 and assumes the conversion of the shares of Class B Common Stock referred to above into shares of Class A Common Stock.

(c) Except as set forth in this Schedule 13D, none of the Reporting Persons has engaged in any transaction with respect to the Class A Common Stock during the sixty days prior to the date of filing of this Schedule 13D.

(d) Not applicable.

(e) Not applicable.

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***Transaction Support Agreement***

Concurrently with the execution of the Merger Agreement, FF Top entered into a support agreement (the “FF Top Support Agreement”) with PSAC pursuant to which FF Top has agreed, among other things, to approve or vote in favor of the Business Combination, against any action or proposal involving PSAC or any of its subsidiaries that is intended to, or would reasonably be expected to, prevent, impede or adversely affect the transactions contemplated in the Merger Agreement in any material respect, and promptly execute the definitive documents, agreements and filings (including with applicable governmental authorities) related to the Business Combination reasonably required to be executed by FF Top in furtherance of the Business Combination subject to the terms and conditions set forth therein. Under the FF Top Support Agreement, FF Top has also agreed that, with limited exceptions, prior to the termination of the FF Top Support Agreement, FF Top will not transfer or otherwise enter into any agreement or understanding with respect to a transfer relating to any Claims (as defined in the FF Top Support Agreement) owned by FF Top. The FF Top Support Agreement terminated in connection with the Closing. See Exhibit 2 to this Schedule 13D.

***Voting Agreements***

In connection with the Business Combination, FF Top entered into voting agreements with certain other stockholders of FF (collectively, the “Voting Agreements”), pursuant to which each such other stockholder granted FF Top an irrevocable proxy and voting control over their respective shares of FF and, following the Closing, shares of Class A Common Stock on all matters submitted to the vote of the holders of Common Stock. Further, pursuant to the Voting Agreements, such other stockholders agreed not to vote any of their respective shares of Common Stock, unless it received instructions from FF Top; however, the Voting Agreement with Founding Future Creditors Trust (currently, a 5.9% shareholder of the Issuer) permits such shareholder to withhold its proxy on a particular matter to comply with its fiduciary duties. The Voting Agreements do not cover any shares subsequently transferred in open market transactions. A form of the Voting Agreement is filed as Exhibit 3 to this Schedule 13D.

***Shareholder Agreement***

Upon the Closing, PSAC and FF Top entered into the Shareholder Agreement, pursuant to which (a) PSAC and FF Top agreed on the initial composition of the Issuer’s board of directors and (b) so long as FF Top beneficially owns shares of issued and outstanding shares of the Issuer common stock representing in excess of 5% voting power, FF Top has the right to nominate a specified number of directors on the Issuer’s board of directors based on FF Top’s voting power of the issued and outstanding the Issuer common stock, a sufficient number of which will be independent such that the Issuer’s board of directors would be comprised of a majority of independent directors assuming the election of the FF Top designees and the other members of the Issuer’s board of directors until the Issuer is a “controlled company” as defined in the rules of the national securities exchange on which the Issuer common stock is listed. FF Top will have the right to nominate a replacement for any of its designees who is not elected or whose board service has terminated prior to the end of such director’s term. So long as the Shareholder Agreement is in effect, any action by the Issuer’s board of directors to increase or decrease the total number of directors comprising the Issuer’s board of directors will require the prior written consent of FF Top and in connection with any increase or decrease in the total number of directors comprising the Issuer’s board of directors, the number of FF Top designees required to be independent will be increased or decreased as may be necessary. FF Top will also have the right for its nominees to serve on each committee of the Issuer’s board of directors proportionate to the number of nominees it has on the Issuer’s board of directors, subject to compliance with applicable law and stock exchange listing rules. See Exhibit 4 to this Schedule 13D.

***Lock-Up Agreement***

Upon the Closing, FF Top executed a lock-up agreement, pursuant to which, subject to certain limited exceptions, FF Top agreed not to sell, transfer or take certain other actions with respect to shares of Common Stock held by it for a period of 180 days after the Closing. See Exhibit 5 to this Schedule 13D.

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## **Registration Rights Agreement**

Upon the Closing, FF Top, together with certain other stockholders of the Issuer, executed an Amended and Restated Registration Rights Agreement, pursuant to which such stockholders will be entitled to have registered, in certain circumstances, the resale of shares of Common Stock (and the shares of Common Stock underlying warrants of the Issuer) held by or issued to them at the closing of the Business Combination, subject to the terms and conditions set forth therein. Within 45 days of the Closing, the Issuer is obligated to file a shelf registration statement to register the resale of certain securities and the Issuer is required to use its reasonable best efforts to have such shelf registration statement declared effective as soon as practicable after the filing thereof and no later than the earlier of (x) the ninetieth calendar day following the filing date if the SEC notifies the Issuer that it will “review” the shelf registration statement and (y) the tenth business day after the date the Issuer is notified in writing by the SEC that such shelf registration statement will not be “reviewed” or will not be subject to further review. Additionally, at any time and from time to time after one year (or 180 days with respect to Season Smart) after the Closing, such stockholders representing a majority-in-interest of the total number of shares of Common Stock issued and outstanding on a fully diluted basis held by the parties to the Registration Rights Agreement (or Season Smart) may make a written demand for registration for resale under the Act of all or part of the shares of Common Stock (and the shares of Common Stock underlying warrants of the Issuer) held by or issued to them at the Closing in an underwritten offering involving gross proceeds of no less than \$50,000,000. The Issuer will not be obligated to effect more than an aggregate of two underwritten offerings per year (or three underwritten offerings per year demanded by Season Smart) and, with respect to Season Smart, such shares of Common Stock do not exceed more than 10% of the outstanding shares of the Issuer. The parties to the Registration Rights Agreement will also be entitled to participate in certain registered offerings by the Issuer, subject to certain limitations and restrictions. The Issuer will be required to pay certain expenses incurred in connection with the exercise of the registration rights under this agreement.

### **ITEM 7. Material to Be Filed as Exhibits.**

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">1</a>	Joint Filing Agreement, dated as of July 30, 2021, by and among FF Top, Pacific Technology and FF Global.
<a href="#">2</a>	Support Agreement, dated as of January 27, 2021, by and among FF Top, FF Intelligent Mobility Global Holding Ltd., PSAC and the other party thereto (incorporated by reference to Exhibit 10.11 to PSAC’s Registration Statement on Form S-4 (File No. 333-255027) filed on April 5, 2021).
<a href="#">3</a>	Form of Voting Agreement
<a href="#">4</a>	Shareholder Agreement, dated as of July 21, 2021, by and among the Issuer and the stockholders party thereto (incorporated by reference to Exhibit 10.3 to the Issuer’s Current Report on Form 8-K filed on July 22, 2021).
<a href="#">5</a>	Form of Lock-Up Agreement (incorporated by reference to Exhibit 10.16 to PSAC’s Registration Statement on Form S-1 (File No. 333-255027) filed on April 5, 2021).
<a href="#">6</a>	Amended and Restated Registration Rights Agreement, dated as of July 21, 2021, by and among the Issuer and the stockholders party thereto (incorporated by reference to Exhibit 10.1 to the Issuer’s Current Report on Form 8-K filed on July 22, 2021).

**SIGNATURE**

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

Dated: July 30, 2021

**FF TOP HOLDING LLC**

By: Pacific Technology Holding LLC  
Its: Managing Member

By: FF Global Partners LLC  
Its: Managing Member

By: /s/ Nan Yang  
Name: Nan Yang  
Title: Secretary

Dated: July 30, 2021

**PACIFIC TECHNOLOGY HOLDING LLC**

By: FF Global Partners LLC  
Its: Managing Member

By: /s/ Nan Yang  
Name: Nan Yang  
Title: Secretary

Dated: July 30, 2021

**FF GLOBAL PARTNERS LLC**

By: /s/ Nan Yang  
Name: Nan Yang  
Title: Secretary

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**Joint Filing Agreement**

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the undersigned hereby agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including any and all amendments thereto, the “Schedule 13D”) relating to the common stock, \$0.0001 par value per share, of Faraday Future Intelligent Electric Inc., which may be deemed necessary pursuant to Regulation 13D or 13G promulgated under the Exchange Act.

The undersigned further agree that each party hereto is responsible for the timely filing of the Schedule 13D, and for the accuracy and completeness of the information concerning such party contained therein; provided, however, that no party is responsible for the accuracy or completeness of the information concerning any other party, unless such party knows or has a reason to believe that such information is inaccurate.

It is understood and agreed that a copy of this Joint Filing Agreement shall be attached as an exhibit to the Schedule 13D, filed on behalf of each of the parties hereto.

IN WITNESS WHEREOF, each of the undersigned has executed this Joint Filing Agreement as of the 30th day of July, 2021.

**FF TOP HOLDING LLC**

By: Pacific Technology Holding LLC  
Its: Managing Member

By: FF Global Partners LLC  
Its: Managing Member

By: /s/ Nan Yang  
Name: Nan Yang  
Title: Secretary

**PACIFIC TECHNOLOGY HOLDING LLC**

By: FF Global Partners LLC  
Its: Managing Member

By: /s/ Nan Yang  
Name: Nan Yang  
Title: Secretary

**FF GLOBAL PARTNERS LLC**

By: /s/ Nan Yang  
Name: Nan Yang  
Title: Secretary

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**FORM OF VOTING AGREEMENT**

This Voting Agreement (this “Agreement”) is made as of [\_\_\_\_\_], 2021 by and among FF Top Holding Ltd. (“FF Top”) and [\_\_\_\_\_] (the “Stockholder”).

**RECITALS**

A. FF Intelligent Mobility Global Holdings Ltd, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (“FF Intelligent”), will enter into a certain Business Combination/Merger Agreement with a publicly traded special purpose acquisition company which is formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with a business (such publicly traded special purpose acquisition company, or any other newly formed listing vehicle for the purpose of the Transaction, if applicable, the “Company”, such agreement, “Transaction Agreement” and such transactions contemplated thereby, “Transaction”), pursuant to which FF Intelligent’s business will consolidate with the Company’s business, with shareholders of FF Intelligent receiving shares of capital stock of the Company (the “SPAC Shares”) as consideration.

B. This Agreement, among other things, requires Stockholder to vote or to cause any entity designated by the Stockholder to hold SPAC Shares (such entity, the “Qualified Entity”) to vote all SPAC Shares held by them at all time after the closing of the Transaction (the “Closing”) (together with any securities of the Company issued with respect to, upon conversion of, or in exchange or substitution of such shares, the “Shares”) in the manner set forth herein. Any Shares held by Stockholder shall be identified on Exhibit A hereto upon Closing and thereafter, provided, however, that failure to so identify such Shares shall not relieve Stockholder from the obligations set forth in this Agreement.

C. In exchange for the mutual promises herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the parties hereto wish to enter into this Agreement.

**AGREEMENT**

The parties hereto agree as follows:

1. Voting Arrangements. Stockholder hereby agrees that FF Top (the “Proxyholder”) shall have the right to vote the Shares, in its sole discretion, on all matters submitted to a vote of stockholders of the Company at a meeting of stockholders or through the solicitation of a written consent of stockholders (whether of any individual class of stock or of multiple classes of stock voting together). A form of proxy is attached hereto as Exhibit B. For the avoidance of doubt, if the Stockholder designates the Qualified Entity to hold the FF Intelligent Shares or SPAC Shares on behalf of the Stockholder, the Stockholder shall cause the Qualified Entity to be bound by this Agreement.

1.1 Additional Shares. In the event of any issuance of shares of the Company’s voting securities hereafter to Stockholder (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like, or any subsequent purchase by Stockholder or otherwise acquire beneficial ownership (as such term is defined in Rule 13d-3 under the Exchange Act) of additional shares of the Company’s capital stock) (“Additional Shares”), such shares shall automatically become subject to this Agreement, shall be considered “Shares” as defined herein, without any action of the parties hereto. The Stockholder shall execute an updated proxy at the request of FF Top.

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2. Stockholder to Abstain from Voting. Stockholder agrees that, unless the Proxyholder provides explicit written instruction to vote the Shares under this Agreement or the Proxyholder provides explicit written notice that Stockholder shall be permitted by the Proxyholder to vote in a manner other than the Proxyholder instructs, Stockholder shall abstain from voting any of the Shares (in person, by proxy or by action by written consent, as applicable).

3. Illustrative Examples. Matters on which the Proxyholder shall be entitled to vote, pursuant to Section 1 include, but are not limited to, the following, which are presented here solely by way of example:

- 3.1 issuances of capital stock;
- 3.2 amend the certificate of incorporation or any other similar governing documents of the Company;
- 3.3 election, replacement or removal of directors of the Company;
- 3.4 sale or other disposition of all or substantially all of the Company's assets;
- 3.5 acquisitions by the Company or its subsidiaries; or
- 3.6 increase or decrease the authorized number of shares of capital stock.

4. Additional Representations, Covenants and Agreements.

4.1 Securities Laws, Rules and Regulations. Stockholder and the Proxyholder agree and understand that Stockholder and/or the Proxyholder may become subject to the registration and/or reporting requirements, rules and regulations of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Securities Act and/or any state and federal securities laws (collectively with the Exchange Act and the Securities Act, the "Securities Laws"). Stockholder and the Proxyholder, severally and not jointly, agree to use their respective commercially reasonable efforts to comply with the Securities Laws and to reasonably assist each other in complying with the Securities Laws in a timely and prompt manner. Such compliance may include, for example and without limiting the foregoing, the filing and updating and maintaining of Form 13G and/or Form 13D under the Exchange Act.

4.2 Proxyholder's Liability. In voting the Shares in accordance with Section 1 hereof, the Proxyholder shall not be liable for any error of judgment nor for any act done or omitted, nor for any mistake of fact or law nor for anything which the Proxyholder may do or refrain from doing in good faith, nor shall the Proxyholder have any accountability hereunder, except for Proxyholder's own bad faith, gross negligence or willful misconduct. Furthermore, upon any judicial or other inquiry or investigation of or concerning the Proxyholder's acts pursuant to the Proxyholder's rights and powers as a Proxyholder, such acts shall be deemed reasonable and in the best interests of Stockholder unless proved to the contrary by clear and convincing evidence.

4.3 No Other Voting Trusts or Other Arrangement. There are no voting trusts or voting arrangements with respect to the Shares and the Stockholder shall not deposit any Shares in a voting trust, grant any proxies with respect to the Shares subject any of the Shares to any arrangement with respect to the voting of the Shares, in each case, that conflicts with or prevents the implementation of this Agreement.

4.4 Irrevocable Proxy. In furtherance of Stockholder's commitment in this Agreement, concurrently with the execution of this Agreement, Stockholder shall grant an irrevocable proxy to the Proxyholder in a form substantially similar to the Exhibit B hereto. For so long as this Agreement is in effect, if the proxy granted pursuant hereto is deemed invalid for any reason, the Stockholder shall execute a new proxy in favor of the Proxyholder or its designee(s) in a form substantially similar to the Exhibit B hereto (or such other form agreed by the Proxyholder to effect the transactions contemplated hereunder) upon request by the Proxyholder. For the avoidance of doubt, if the Stockholder designates the Qualified Entity to hold FF Intelligent Shares or the SPAC Shares on behalf of the Stockholder, the Qualified Entity shall execute a new proxy in favor of the Proxyholder upon request by the Proxyholder.

5. Termination.

5.1 Termination Events. This Agreement shall automatically terminate:

- (a) upon the liquidation, dissolution or winding up of the business operations of the Company;
- (b) upon the execution by the Company of a general assignment for the benefit of creditors or the appointment of a receiver or trustee to take possession of the property and assets of the Company; or
- (c) in the sole discretion of the Proxyholder, upon the express written consent of the Proxyholder (which the Proxyholder shall be under no obligation to provide).

6. Miscellaneous.

6.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Stockholder and the Proxyholder. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto or the respective successors and assigns of the Stockholder and the Proxyholder any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Upon written notice to the Stockholder, FF Top may assign to its permitted assigns all of its rights hereunder and, following such assignment, such assignee shall be deemed to be FF Top for all purposes of this Agreement, provided that such permitted assignee shall have executed a written agreement pursuant to which such permitted assignee becomes a party to this Agreement. The Stockholder may not assign its rights under this Agreement without the prior written consent of FF Top.

6.2 Amendments and Waivers. Any term hereof may be amended or waived only with the written consent of Stockholder and the Proxyholder. Any amendment or waiver effected in accordance with this Section 6.2 shall be binding upon the Proxyholder and Stockholder, and each of the respective successors and assigns to the Proxyholder or the Stockholder. Notwithstanding the foregoing, Exhibit A hereto may be amended by the Proxyholder or the Stockholder from time to time to add information regarding Additional Shares without the consent of the other parties hereto.

6.3 Notices. Notwithstanding anything to the contrary contained herein, any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient and received on the earlier of (a) the date of delivery, when delivered personally, by overnight mail, courier or sent by electronic mail or fax or (b) 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address, e-mail address or fax number as set forth on the signature page hereto, or as subsequently modified by written notice. Any electronic mail communication shall be deemed to be "in writing" for purposes of this Agreement. All communications shall be sent to the respective parties at their address as set forth on the signature page, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 6.3.

6.4 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties hereto agree to renegotiate such provision in good faith. In the event that the parties hereto cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

6.5 Governing Law; Jurisdiction; Venue.

(a) This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to conflict of law principles. In addition, each of the parties hereto (i) consents to submit itself to the exclusive jurisdiction of the Court of Chancery or other courts of the State of Delaware in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such court, (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery or other courts of the State of Delaware and (iv) waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not subject to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(b) Each party hereto, other than Stockholder, hereby consents to service of process being made through the notice procedures set forth in Section 6.3 and agrees that, to the fullest extent permitted by law, service of any process, summons, notice or document by U.S. registered mail to the parties' respective addresses set forth on the signature page hereto shall be effective service of process for any suit or proceeding in connection with this Agreement or the transactions contemplated hereby.

6.6 Specific Performance. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

6.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

6.8 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.9 Confidentiality. Prior to the Closing, the parties hereto shall keep this Agreement and the terms hereof confidential and not disclose the foregoing to any third party, except as required by applicable law, to fulfill the terms of this Agreement or as the parties hereto may otherwise agree; provided that Stockholder may cause this Agreement to be disclosed to a prospective transferee of the Shares who agrees in writing to comply with the restrictions set forth in this paragraph for the benefit of each of the Company and the Proxyholder.

6.10 Third Party Beneficiary. The Proxyholder is an intended third party beneficiary of this Agreement and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

*[Signature page follows]*

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

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

Signature Page to Voting Agreement

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

**FF TOP:**

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

Signature Page to Voting Agreement

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**Exhibit A**

Shares Held by Stockholder

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**Exhibit B**

**Form of Proxy Agreement**

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## IRREVOCABLE PROXY AGREEMENT

This Irrevocable Proxy Agreement (this “Proxy”) is entered into, pursuant to the Voting Agreement to which this Proxy is attached as Exhibit B, between [ ] (the “Stockholder”), and FF Top Holding Ltd. (“FF Top”), a British Virgin Islands company, on [ ].

WHEREAS, FF Intelligent Mobility Global Holdings Ltd, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (“FF Intelligent”), will enter into a certain Business Combination/Merger Agreement with a publicly traded special purpose acquisition company which is formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with a business (such publicly traded special purpose acquisition company, including any other newly formed listing vehicle which is set up for purpose of the Transaction, if applicable, the “Company”, such agreement, “Transaction Agreement” and such transactions contemplated thereby, “Transaction”), pursuant to which FF Intelligent’s business will consolidate with the Company’s business, with shareholders of FF Intelligent receiving shares of capital stock of the Company (the “SPAC Shares”) as consideration.

To secure the Stockholder’s obligations to vote and cause any entity designated by the Stockholder to hold SPAC Shares (such entity, the “Qualified Entity”) to vote (i) the SPAC Shares it or the Qualified Entity shall own as of and immediately after the Closing and (ii) any Additional Shares (as defined in the Voting Agreement) ((i) and (ii) collectively, the “Shares”) in accordance with the Voting Agreement and to comply with the other terms thereof, the Stockholder hereby irrevocably appoints FF Top, or FF Top’s named designee(s), as the Stockholder’s true and lawful proxy and attorney, with the power to act alone and with full power of substitution, to vote or act by written consent with respect to the Shares solely in accordance with the provisions set forth in this Proxy and to execute all appropriate instruments solely in a manner consistent with the terms of this Proxy on behalf of the Stockholder. The proxy and power granted by the Stockholder are irrevocable and are coupled with an interest sufficient in law to support an irrevocable proxy, and are given to FF Top to secure the performance of the Stockholder’s duties under the Voting Agreement. This proxy shall continue from the date of the closing of the Transaction and until the termination of the Voting Agreement.

This Proxy shall be binding upon the heirs, estate, executors, personal representatives, successors and assigns of the Stockholder. This Proxy may not be amended or otherwise modified without the prior written consent of FF Top or its designee.

*[Signature Page Follows]*

This Irrevocable Proxy is coupled with an interest as aforesaid.

STOCKHOLDER

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Proxy Agreement]*

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This Irrevocable Proxy is coupled with an interest as aforesaid.

PROXYHOLDER

**FF Top Holding Ltd.**

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Proxy Agreement]*

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