

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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 11)***

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
3655 Torrance Blvd, Suite 361-362
Torrance, California 90503
Attention: Jiawei Wang
(424) 247-1184**

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

September 23, 2022

(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).

1	NAMES OF REPORTING PERSONS FF Top Holding LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 117,705,569 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 64,000,588 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 117,705,569 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 35.9% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Includes (i) 53,704,981 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, including 1,180,689 shares of Class A Common Stock held directly by Pacific Technology Holding LLC, 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 on a one-to-one basis.

(2) Based on 327,913,934 shares of Class A Common Stock issued and outstanding as of August 9, 2022, as reported in the Issuer's Form 10-Q, filed by the Issuer with the Securities and Exchange Commission (the "SEC") on August 15, 2022. Assumes the conversion of the Class B Common Stock referred to in footnote 1 into shares of Class A Common Stock.

1	NAMES OF REPORTING PERSONS Pacific Technology Holding LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 117,705,569 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 65,181,277 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 117,705,569 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 35.9% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Includes (i) 52,524,292 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, (ii) 1,180,689 shares of Class A Common Stock held directly by Pacific Technology Holding LLC, and (iii) 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 on a one-to-one basis.

(2) Based on 327,913,934 shares of Class A Common Stock issued and outstanding as of August 9, 2022, as reported in the Issuer's Form 10-Q, filed by the Issuer with the SEC on August 15, 2022. Assumes the conversion of the Class B Common Stock referred to in footnote 1 into shares of Class A Common Stock.

1	NAMES OF REPORTING PERSONS FF Global Partners LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 117,705,569 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 65,181,277 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 117,705,569 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 35.9% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Includes (i) 52,524,292 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, (ii) 1,180,689 shares of Class A Common Stock held directly by Pacific Technology Holding LLC, and (iii) 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 on a one-to-one basis.

(2) Based on 327,913,934 shares of Class A Common Stock issued and outstanding as of August 9, 2022, as reported in the Issuer's Form 10-Q, filed by the Issuer with the SEC on August 15, 2022. Assumes the conversion of the Class B Common Stock referred to in footnote 1 into shares of Class A Common Stock.

AMENDMENT NO. 11 TO SCHEDULE 13D

Reference is hereby made to the statement on Schedule 13D filed with the Securities and Exchange Commission by the Reporting Persons with respect to the Class A Common Stock and Class B Common Stock of the Issuer on August 2, 2021, as amended on May 17, 2022, June 24, 2022, June 27, 2022, July 15, 2022, July 18, 2022, August 2, 2022, August 8, 2022, August 23, 2022, September 9, 2022 and September 19, 2022 (as so amended through September 19, 2022, the "Original Schedule 13D") and together with this Amendment No. 11, the "Schedule 13D"). Terms defined in the Schedule 13D are used herein as so defined. Except as specifically provided herein, this Amendment No. 11 does not modify any of the information previously reported in the Schedule 13D.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby supplemented as follows:

"The information included in Item 6 of this Amendment No. 11 is incorporated herein by reference."

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

Item 6 of the Schedule 13D is hereby supplemented as follows:

"On September 23, 2022, FF Global and FF Top entered into a Heads of Agreement (the "Heads of Agreement") with Issuer. Pursuant to the Heads of Agreement:

- FF Top and FF Global agreed to cause all actions in the Court of Chancery of the State of Delaware, or any other forum, filed by FF Top, FF Global and/or any of their respective controlled affiliates as of the effective date of the Heads of Agreement, naming Issuer or any of its directors or officers, to be dismissed without prejudice no later than September 27, 2022;
 - Effective as of September 23, 2022, Issuer (a) increased the size of the Board from nine to ten, (b) appointed Mr. Adam He to fill the vacancy resulting from such increase in the size of the Board until the 2022 annual general meeting of stockholders of Issuer (the "2022 AGM"), (c) appointed Mr. He to the Audit Committee and the Nominating and Corporate Governance Committee of the Board and (d) agreed to not remove Mr. He from either committee prior to the 2022 AGM;
 - Effective as of September 23, 2022, Mr. Jordan Vogel, as the Lead Independent Director of Issuer, resigned as a member of the Nominating and Corporate Governance Committee of the Board and agreed to not thereafter to seek or accept reappointment thereto; and
 - Issuer, FF Global and FF Top agreed to the following matters, and have further agreed to work expeditiously, cooperatively and in good faith to draft, negotiate, execute and deliver definitive documentation, including an amendment to the Shareholder Agreement, by no later than September 30, 2022 (or such later date as may be agreed by the parties in writing), with the Heads of Agreement constituting the binding agreement of the parties with respect to such matters unless and until such further definitive documentation is entered into:
 - o the resignation of Issuer's executive chairperson, Ms. Susan Swenson, from all non-director positions at Issuer and all Board leadership and committee positions, upon Issuer receiving \$13.5 million in funding that is immediately available for Issuer's general use. It was also agreed that Ms. Swenson would not thereafter seek or accept new non-director positions at Issuer;
 - o the reinstatement of the former FF Transformation Committee, to be comprised of Issuer's Global CEO, Founder/Chief Product and User Ecosystem Officer, Chief Financial Officer and General Counsel and other senior leadership team members invited by members of the FF Transformation Committee from time to time, with an FF Top designee being given committee observer status subject to certain customary non-disclosure and confidentiality agreements;
 - o Subject to Issuer having entered into definitive agreements providing for at least \$85 million of additional or (in certain circumstances, accelerated) financing commitments in the aggregate and having received funding of at least \$35 million in connection therewith (the "Implementation Condition");
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- Issuer will call, convene, hold and complete the 2022 AGM on the earliest date permitted under Delaware law and applicable Nasdaq and SEC requirements;
- the size of the Board will be reduced to seven members effective with the election of directors at the 2022 AGM;
- the following individuals will be nominated for election to the Board and included on the Board's recommended slate at the 2022 AGM: (a) Carsten Breitfeld, (b) three directors selected by FF Top, at least one of whom will be an independent director, and (c) three independent directors selected by a committee, consisting of a designee from the Nominating and Corporate Governance Committee of the Board reasonably acceptable to FF Top, the Global CEO of Issuer and a person designated by FF Top reasonably acceptable to Issuer (the "Selection Committee"), from a pool of candidates recruited with the assistance of an executive search firm;
- no re-nomination of existing directors of Issuer (other than Mr. Breitfeld and Mr. He) at the 2022 AGM, without the consent of the Selection Committee;
- FF Top's right to maintain three FF Top-nominated directors on the Board through Issuer's 2026 annual general meeting of stockholders, (subject to certain conditions) as long as FF Top maintains a Shareholder Share Percentage (as defined in the Shareholder Agreement) of at least five percent (5%), and thereafter the right to nominate directors to the Board based on the formula in the Shareholder Agreement;
- the resignation of Ms. Susan Swenson and Mr. Brian Krolicki from the Board. It was also agreed that (i) Ms. Swenson and Mr. Krolicki would not thereafter seek or accept re-appointment, re-nomination or re-election to the Board and (ii) that following their resignations from the Board, their seats would be left empty until the 2022 AGM (which would result in Issuer having an eight person board until the 2022 AGM).

In connection with the Heads of Agreement, on September 23, 2022, Issuer entered into a Mutual Release (the "Mutual Release") with FF Global, its executive committee members and their controlled affiliates, FF Global's controlled affiliates (including FF Top), and the directors of Issuer and their controlled affiliates (collectively, and together with Issuer, the "Release Parties"), pursuant to which the Release Parties agreed to a mutual release of claims, subject to customary exceptions.

The foregoing description of the Heads of Agreement and Mutual Release is a summary and is qualified in its entirety by reference to the full text of the Heads of Agreement and Mutual Release filed, respectively, as Exhibits 12 and 13 hereto and are incorporated herein by reference.

On September 23, 2022, Issuer entered into a letter agreement with FF Top (the "Voting Agreement"), pursuant to which FF Top agreed to vote, with respect to all shares of Issuer voting stock over which it has voting control, in favor of any resolution presented to the stockholders of Issuer at a stockholders' meeting to approve, among other things:

- the issuance, in the aggregate, of more than 19.999% of the number of shares of outstanding Common Stock (under Nasdaq Rule 5635(d)) as a result of certain issuances of shares pursuant to that certain Securities Purchase Agreement, dated as of August 14, 2022 and as amended on September 23, 2022, by and among Issuer, its subsidiaries party thereto, the Purchasers and the Agent (the "SPA") as follows:
 - o the issuance of up to (x) \$57 million in principal amount of senior secured Tranche A convertible notes at a conversion price of not below \$1.05 per share of Class A Common Stock for \$27 million, and the remainder (\$30 million) at a conversion price of not below \$2.69 per share of Class A Common Stock, (y) \$57 million in principal amount of senior secured Tranche B convertible notes at a conversion price of not below \$1.05 per share of Class A Common Stock for \$27 million, and the remainder (\$30 million) at a conversion price of not below \$2.69 per share of Class A Common Stock, and (z) 26,822,724 shares of Class A Common Stock upon the exercise of associated warrants, in each case, pursuant to the SPA and subject to the full-ratchet anti-dilution and most favored nation protections therein;
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- o the issuance of up to 73,675,656 shares of Class A Common Stock upon the exercise of all previously issued convertible notes and warrants of Issuer; and
- o the issuance of up to \$60 million in principal amount of senior secured convertible notes pursuant to the Existing SPA and the joinder thereto by Senyun International Ltd. and/or its affiliates; and
- o an increase to the number of authorized shares of Common Stock to 900 million.

In addition, FF Top has agreed in the Voting Agreement that, subject to FF Top's consent (not to be unreasonably withheld, conditioned or delayed), Issuer may seek to further increase the number of authorized shares of Common Stock to up to a maximum of 1,500,000,000 shares, and in such event, FF Top will vote all shares with respect to which it has voting power in favor of any resolutions presented to stockholders to effect such increase in the number of authorized shares.

FF Top's obligations pursuant to their respective voting agreements are conditioned on the accuracy of certain representations, compliance by Issuer with certain covenants and the satisfaction of certain conditions, in each case as further set forth in the applicable voting agreement. Such conditions include, among others, satisfaction of the Implementation Condition, the execution of the further definitive documentation contemplated by the Heads of Agreement by no later than October 7, 2022, compliance by Issuer with its obligations pursuant to the Heads of Agreement and all further definitive documents and the occurrence of the obligations set forth in the Heads of Agreement with respect to Ms. Swenson and Mr. Krolicki.

Issuer also agrees in the voting agreements that FF Top may vote its shares of Common Stock in favor of each of the Krolicki and Swenson removal proposals (if any), that neither FF Top nor Issuer has any obligation to nominate or reappoint Mr. Krolicki or Ms. Swenson to the Board at any time following their resignation or removal for any reason, that neither Mr. Krolicki nor Ms. Swenson shall be re-appointed or re-nominated to the Board following their resignation or removal and that neither Mr. Krolicki nor Ms. Swenson shall be (re)hired, (re)engaged or (re)appointed to any position at Issuer following their resignation or removal from their respective non-Board roles (if any) at Issuer.

The foregoing description of the Voting Agreement is a summary and is qualified in its entirety by reference to the full text thereof, filed as Exhibit 14 hereto and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby supplemented to include the following exhibit:

Exhibit 12:	Heads of Agreement, dated September 23, 2022, by and among Faraday Future Intelligent Electric Inc., FF Top Holding LLC and FF Global Partners LLC.
Exhibit 13:	Mutual Release, dated September 23, 2022, by and among FF Global Partners LLC, FF Top Holding LLC and certain other parties thereto.
Exhibit 14:	Voting Agreement, dated September 23, 2022, by and among FF Top Holding LLC and Faraday Future Intelligent Electric Inc.

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: September 26, 2022

FF TOP HOLDING LLC

By: Pacific Technology Holding LLC
Its: Managing Member

By: FF Global Partners LLC
Its: Managing Member
By: /s/ Jiawei Wang

Name: Jiawei Wang
Title: President

Dated: September 26, 2022

PACIFIC TECHNOLOGY HOLDING LLC

By: FF Global Partners LLC
Its: Managing Member

By: /s/ Jiawei Wang

Name: Jiawei Wang
Title: President

Dated: September 26, 2022

FF GLOBAL PARTNERS LLC

By: /s/ Jiawei Wang

Name: Jiawei Wang
Title: President

Heads of Agreement

Faraday Future Intelligent Electric Inc. (“**FFIE**”), FF Global Partners LLC (“**FF Global Partners**”) and FF Top Holding LLC (“**FF Top**”), by their execution and delivery of this Heads of Agreement (this “**Heads of Agreement**” or “**Agreement**”), intending to be legally bound, hereby agree as follows effective as of September 23, 2022 (the “**Effective Date**”).

A. Definitive Documentation

The parties agree to work expeditiously, cooperatively and in good faith to draft, negotiate, execute and deliver definitive documentation (the “**Definitive Documents**”) with respect to the agreements set forth in Part C hereof; such execution and delivery to occur no later than September 30, 2022 (unless otherwise agreed in writing by the parties). Unless and until the parties execute and deliver the Definitive Documents, Part C and Part D hereof shall constitute the agreement of the parties with respect to the matters set forth therein and shall be binding upon the parties.

B. Announcement

[Reserved.]

C. Governance Matters

1. The “**Executive Chairperson Resignation Condition**” shall be satisfied upon FFIE (or its subsidiaries) (i) having entered into (x) that certain amendment (the “**ATW Amendment**”) contemplated to be entered into by certain persons on or about the date hereof to that certain Securities Purchase Agreement, dated August 14, 2022 (the “**ATW Purchase Agreement**”) among Faraday, FF Simplicity Ventures LLC and the purchasers signatory thereto or (y) another agreement providing for new or accelerated funding in at least the same amount as the contemplated ATW Amendment and (ii) the Company having received \$13.5 million in funding, immediately available for FFIE’s general use, on or after the date hereof (whether pursuant to the ATW Amendment or otherwise).
 2. The “**Implementation Condition**” shall be satisfied upon FFIE (or its subsidiaries) (i) having entered into one or more definitive agreements on or after the Effective Date that, in the aggregate, provide for at least \$85 million of additional or accelerated financing commitments of any type (debt, equity or otherwise), on any terms and conditions, to FFIE and its subsidiaries and (ii) having received funding thereunder, immediately available for FFIE’s general use, of at least \$35 million. For the avoidance of doubt, a definitive agreement (including the ATW Amendment) entered into in connection with the facility provided under the ATW Purchase Agreement that provides for financing commitments in addition to the original \$52 million ATW commitment shall count towards the \$85 million and, if funded, the \$35 million referred to in the preceding sentence (but any acceleration of pre-existing funding pursuant to the ATW Amendment, including the \$15 million in accelerated funding contemplated thereunder, shall be excluded from the \$85 million and \$35 million referred to in the preceding sentence). Provided that the Implementation Condition shall have been satisfied:
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- a. Effective with the FFIE board of directors (the “**Board**”) to be elected at FFIE’s 2022 Annual General Meeting of stockholders (the “**2022 AGM**”), the Board will be reduced from nine to seven members.
- b. FFIE will call, convene, hold and complete the 2022 AGM (in each case on the earliest date permitted under Delaware law and applicable Nasdaq Stock Market LLC (“**Nasdaq**”) and Securities and Exchange Commission (“**SEC**”) requirements).
- c. The Board and the Board’s Nominating & Corporate Governance Committee (the “**N&CGC**”) shall nominate, include in its preliminary and definitive proxy statement, recommend that stockholders vote in favor of (and not withdraw or change such recommendation) and solicit proxies in favor of, the following individuals (the “**Nominees**”) for election to the Board at the 2022 AGM:
 - i. FFIE’s Global CEO, Carsten Breitfeld.
 - ii. Three directors selected by FF Top, at least one of whom will be an independent director within the meaning of Nasdaq rules. Subject solely to the prior reasonable verification/reasonable approval of the Selection Committee (as defined below) that such nominees satisfy such Nasdaq rules (with respect to the one independent director) and legal compliance and criminal compliance, the Board (including the N&CGC) shall cause each such director nominated by FF Top to be nominated on the Board’s slate (and shall recommend in the proxy statement that FFIE’s stockholders vote in favor of each such nominee and shall not withdraw or change that recommendation). Section 2.1(c) of the Shareholder Agreement dated July 21, 2021 between FFIE and FF Top (the “**Shareholder Agreement**”) will apply to the directors nominated by FF Top.
 - iii. Three independent directors within the meaning of Nasdaq rules selected by a committee (the “**Selection Committee**”) from a pool of candidates recruited/curated by Heidrick & Struggles International, Inc. (or a substitute recruiting firm of similar national reputation agreed to by a majority of the Selection Committee members)(the “**Recruiting Firm**”). The Selection Committee will consist of a designee from the N&CGC reasonably acceptable to FF Top, the FFIE Global CEO and a person designated by FF Top reasonably acceptable to FFIE. Any Selection Committee member may propose a director candidate who will be included in the Recruiting Firm’s process with all final decisions made by the Selection Committee. The parties will work as from the Effective Date to complete the foregoing process as promptly as practicable and, without limiting the generality of the forgoing, shall use their respective reasonable best efforts to complete such process within one month from the Effective Date.

iv. At the 2022 AGM, without the consent of the Selection Committee, no existing FFIE director will be renominated to the FFIE board other than the FFIE Global CEO; provided that this restriction shall not apply to Mr. Adam He.

d. FF Top will have the right to maintain three FF Top-nominated directors on the Board through FFIE's 2026 Annual General Meeting of stockholders, provided it retains at least a 5% Shareholder Share Percentage (as defined in the Shareholder Agreement), and thereafter will have the right to nominate directors to the Board based on the formula in the Shareholder Agreement, subject solely to the prior reasonable verification/reasonable approval of the N&CGC that such nominees satisfy Nasdaq independence rules (with respect to the one independent director) and legal compliance and criminal compliance. Section 2.1(c) of the Shareholder Agreement will apply to the directors nominated by FF Top. FF Top and FFIE shall execute an amended and restated shareholder agreement that shall include the foregoing (it being understood that the effective date of such amended and restated shareholder agreement shall be no earlier than the Implementation Date and no later than the date of the 2022 AGM).

3. Certain resignations:

a. The person who is the executive chairperson of the Company as of the date of this Agreement (the "**Executive Chairperson**") hereby irrevocably agrees that she shall, promptly on the date of satisfaction of the Executive Chairperson Resignation Condition, (i) resign from (x) all non-director positions held at FFIE (including from the position as Executive Chairman), and (y) from all Board leadership and committee positions, and, (ii) not seek or accept re-appointment, re-nomination, re-election or new employment or engagement with respect to any non-director position at the Company (or any Board leadership or committee position).

b. The Executive Chairperson and the person who was chairman of the Board until January 31, 2022 (the "**Former Chairman**") each hereby irrevocably agree that he or she shall, promptly on the date of satisfaction of the Implementation Condition, (i) resign from the Board, and, (ii) not seek or accept re-appointment, re-nomination or, re-election to the Board. Following such resignation, FF Top will not seek the nomination or appointment of a director to replace either such director, other than a director nominated for election at the 2022 AGM in accordance with Section 2(c)(ii) of this Part C, and as a consequence of this Section 3(b) of this Part C (and taking into account the appointment of Mr. Adam He pursuant to Section 3 of Part D) the Board shall, following the resignation from the Board of the Executive Chairperson and the Former Chairman, have no more than eight directors until the 2022 AGM.

4. FFIE's press release announcing this Heads of Agreement shall be subject to the reasonable approval of FF Top and will occur no later than market open on the business day following execution and delivery hereof and the ATW Amendment.
5. Subject to satisfaction of the Implementation Condition, the preliminary 2022 AGM proxy (with the earliest meeting and record dates permitted by law and Nasdaq rules to be filled in promptly after clearance of SEC comments, which clearance FFIE shall diligently and expeditiously pursue in consultation with FF Top) will be filed no later than five business days after identification of the full director slate in accordance with Section 2(c) of this Part C, with the definitive proxy statement to be filed and sent for printing and mailing within three business days after the SEC 10-day review period or, if later, clearing SEC comments; all such proxy statement filings shall be subject to the reasonable approval of FF Top.
6. There is no change to FFIE's Class A/B share structure (including 10x Class B voting rights upon \$20 billion market capitalization).
7. FFIE will reinstitute the former FF Transformation Committee which will be comprised of the Company's Global CEO, Founder/CPUO, CFO and GC and those additional senior leadership team members invited by committee members from time to time. A designee of FF Top will be given committee observer status provided that customary non-disclosure and confidentiality agreements are executed (without standstill or other non-confidentiality enhancements).
8. In the event FFIE's compliance with any of the foregoing provisions is challenged by a governmental authority or national securities exchange of competent jurisdiction on grounds that such provision is inconsistent with applicable law or an applicable rule of a securities exchange on which securities of FFIE are then listed, FFIE will promptly notify FF Top of such challenge and thereafter will, in consultation with FF Top, use reasonable best efforts to take or cause to be taken all such actions, and do or cause to be done all such things, as shall be required, necessary, proper or advisable to give full effect to the intent of the parties as set forth herein (including, without limitation, by initiating or defending any legal proceeding). FF Top shall be entitled to participate at its own expense in all legal proceedings and other interactions with any government authority or national securities exchange and comment in advance on any drafts. If, notwithstanding the foregoing and after having exhausted all available appeals, FFIE is compelled by applicable law or the rules of any national securities exchange of competent jurisdiction to amend any of the foregoing provisions in order to comply with such applicable law or rule of a national securities exchange, then the parties shall reasonably cooperate to so amend such provisions, and, if the parties are unable to agree on such amendments notwithstanding such reasonable cooperation, then the N&CGC shall be entitled to amend such provisions, but only to the minimum extent required by such law or rule and while preserving, to the maximum extent possible, the intent of the parties as set forth herein.

9. On the Effective Date, FF Global Partners, its executive committee members and their controlled affiliates, FF Global Partners LLC's controlled affiliates (including FF Top), FFIE, its directors and their controlled affiliates (including for the avoidance of doubt, Property Solutions Acquisition Corp.), and FFIE's controlled affiliates shall execute a mutual release, covenant not to sue and non-disparagement agreement in the form of **Exhibit A** hereto.

D. **Other Matters**

1. **Dismissal of Litigation**. No later than two business days after the Effective Date, FF Top and FF Global shall cause any and all actions in the Court of Chancery of the State of Delaware, or any other forum, filed by FF Top, FF Global and/or any of their respective controlled affiliates on or prior to the Effective Date (the "**Existing Claims**"), naming FFIE or any of its directors or officers, including all counterclaims, cross-claims and the like asserted in the foregoing actions, to be dismissed without prejudice, with each party to bear its own costs and attorneys' fees. FF Top and FF Global shall not (and shall cause their respective controlled affiliates not to) refile any litigations or proceedings with respect to the Existing Claims for so long as FFIE is in compliance in all material respects with this Agreement and all Definitive Documents.
2. **Lead Independent Director Resignation**. The person who is Lead Independent Director as of the date of this Agreement hereby irrevocably agrees that he shall, promptly on the date hereof upon execution and delivery of this Agreement, resign from the N&CGC and not thereafter seek or accept reappointment thereto.
3. **Appointment of Adam He**. FF Top hereby consents to any action taken by the Board to increase the total number of directors of FFIE from nine (9) to ten (10) for the sole purpose of appointing Mr. Adam He to the Board. Promptly on the date hereof upon execution and delivery of this Agreement, the Board and the N&CGC shall nominate, and the Board shall appoint, Mr. Adam He as a director of FFIE to fill the vacancy resulting from such increase in the total number of directors until the 2022 AGM. Immediately upon his appointment as a director of FFIE, the Board shall appoint Mr. He to the Board's Audit Committee and to the N&CGC and he shall not be removed from either such committee prior to the 2022 AGM.

4. Specific Performance. Each party agrees that the other parties would be irreparably injured by a breach or threatened breach hereof and monetary remedies would be inadequate to protect such other parties against any actual or threatened breach or continuation of any breach hereof. Without prejudice to any other rights and remedies otherwise available to any party, each party shall be entitled to seek equitable relief, including an injunction and specific performance, in addition to all other remedies available to it at law or in equity, and without proof of actual damages or the inadequacy of monetary damages, to prevent breaches or threatened breaches hereof by the other party. Each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy to the extent permitted by applicable law.
5. Amendments; Waivers; Consents. This Agreement may be amended, supplemented or changed only by a written instrument signed each party. Any provision hereof may be waived, and any breach of any provision hereof may be consented to, by the party entitled to the benefit of such provision only by means of a written waiver or consent that is validly executed by such party and that refers specifically to the particular provision or provisions subject to such waiver or consent. The failure or refusal by any party to insist upon strict performance of any provision hereof or to exercise any right in any one (1) or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right.
6. Severability. Any term or provision hereof that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
7. Entire Agreement. The Shareholder Agreement remains in full force and effect (it being understood that, upon satisfaction of the Implementation Condition, to the extent the terms of the Shareholder Agreement conflict with the terms of this Agreement, this Agreement shall prevail). Except as set forth in the immediately preceding sentence, this Agreement is the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
8. 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 DELAWARE, WITHOUT REGARD TO DELAWARE'S PRINCIPLES OF CONFLICTS OF LAW. IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE COMPANY'S CERTIFICATE OF INCORPORATION AND/OR BYLAWS, THE PROVISIONS OF THIS AGREEMENT SHALL SUPERSEDE THE COMPANY'S CERTIFICATE OF INCORPORATION AND/OR BYLAWS WITH RESPECT TO SUCH CONFLICTING SUBJECT MATTER. 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 the federal and state courts located in the State of Delaware and (ii) solely in connection with the action(s) contemplated by clause (i) hereof, (A) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts identified in clause (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 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 in the Shareholder Agreement 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 OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Assignability; No Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by any party without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void. This Agreement shall be binding upon, and shall be enforceable by and inure to the benefit of, the parties and their respective successors and permitted assigns. Nothing herein, other than Section 9 of Part C, is intended to or shall confer upon any person, other than the parties, any right, benefit or remedy of any nature whatsoever.
10. The parties agree that time is of the essence in the performance of each of their obligations pursuant to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Heads of Agreement as of the Effective Date.

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld
Title: Chief Executive Officer

FF GLOBAL PARTNERS LLC

By: /s/ Jiawei Wang

Name: Jiawei Wang
Title: President

FF TOP HOLDING LLC

By: FF Peak Holding LLC, its sole member

By: Pacific Technology Holding LLC, its managing member

By: FF Global Partners LLC, its managing member

By: /s/ Jiawei Wang

Name: Jiawei Wang
Title: President

MUTUAL RELEASE

MUTUAL RELEASE

This MUTUAL RELEASE (this “Release”) is entered into as of September [23], 2022, by and between (i) FF Global Partners, LLC, a Delaware limited liability company (“FFGP”), (ii) the entities listed on Schedule 1 hereto (the “FFGP Controlled Affiliates”), (iii) the individuals listed on Schedule 2 hereto, in their capacities as executive committee members of FFGP (the “Executive Committee Members”), (iv) FF Top Holding LLC, a Delaware limited liability company (“FF Top” and together with FFGP, the FFGP Controlled Affiliates and the Executive Committee Members, the “FFGP Parties”), (v) Faraday Future Intelligent Electric, Inc., a Delaware corporation (“FFIE”), (vi) the entities listed on Schedule 3 hereto (the “FFIE Controlled Affiliates” and, together with FFIE, the “FFIE Parties” and, together with the FFGP Parties, the “Non-Director Parties”) and (vii) the individuals listed on Schedule 4 hereto (each, a “Director” and the Directors, together with the Non-Director Parties, the “Parties”).

RECITALS

WHEREAS, this Release is an exhibit to the Heads of Agreement (the “Heads of Agreement”) entered into by FFIE, FFGP and FF Top which contemplates, among other things, the negotiation and execution of Definitive Documents (as defined in the Heads of Agreement);

WHEREAS, resolving the governance disputes between FFIE and its shareholders is essential to FFIE’s ability to procure incremental financing;

WHEREAS, FFIE believes that it will suffer material harm without significant near-term financing;

WHEREAS, certain affiliates of ATW Partners Opportunities Management, LLC have committed to providing financing to FFIE, subject to, among other things, the resolution of such governance disputes and FFIE believes that obtaining such financing is critical to it;

WHEREAS, the Parties share a common interest in resolving such governance disputes; and

WHEREAS, the Parties desire to settle various matters among them, on the terms and subject to the conditions set forth in this Release and in the Heads of Agreement, including, but in no way limited to, with respect to any differences that arose in any way out of Directors’ service as a director, employee, officer or manager of FFIE up through and including the Effective Date.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

Definitions.

(a) Each term defined in the opening paragraph and the Recitals above shall have the meaning assigned to such term therein.

(b) “Claims” means, collectively, any and all manner of action or actions, causes of action, executions, investigations, proceedings, suits, orders, judgments, debts, obligations, liens, torts, contracts, agreements, rights, promises, liabilities, claims, charges, complaints, contentions, accountings, dues or demands, interests, damages, losses, costs and expenses (including attorneys’ fees and expenses) of any nature whatsoever, including any derivative claims, whether direct or indirect, liquidated or unliquidated, accrued or unaccrued, known or unknown, anticipated or unanticipated, disputed or undisputed, fixed or contingent, matured or unmatured, now existing or hereinafter arising, both at law and in equity (including, without limitation, crossclaims, counterclaims and rights of set off and/or recoupment); provided, however, that “Claims” shall not include any manner of claim or cause of action arising on or after the date hereof from this Release, the Heads of Agreement (or any joinder thereto), the Definitive Documents contemplated by the Heads of Agreement, or any provision in the Shareholder Agreement that survives the Heads of Agreement or, upon execution of such Definitive Documents, survives the Definitive Documents (including without limitation the amended and restated Shareholder Agreement contemplated by the Heads of Agreement).

(c) “Director Released Parties” means, collectively, each Director and its respective heirs, executors, administrators, successors, personal representatives, estate, assigns, advisors and other representatives.

(d) “FFGP Released Parties” means, collectively, each of (i) the FFGP Parties, (ii) their respective predecessors, successors and assigns, (iii) with respect to the foregoing clauses (i) and (ii) and solely in their capacity as such, their advisors, advisees, sub-advisees and other representatives, and (iv) with respect to the foregoing clauses (i) through (iii) and solely in their capacity as such, all of their respective past, present or future officers, directors, principals, shareholders, members, partners, general partners, limited partners, managers, controlling persons, employees, administrators, heirs and executors.

(e) “FFIE Released Parties” means, collectively, each of (i) the FFIE Parties, (ii) their respective predecessors, successors and assigns, (iii) with respect to the foregoing clauses (i) and (ii) and solely in their capacity as such, their advisors, advisees, sub-advisees and other representatives, and (iv) with respect to the foregoing clauses (i) through (iii) and solely in their capacity as such, all of their respective past, present or future officers, directors, principals, shareholders, members, partners, general partners, limited partners, managers, controlling persons, employees, administrators, heirs and executors. For the avoidance of doubt, the “FFIE Released Parties” shall not include the Director Released Parties.

(f) “Non-Director Released Parties” means, collectively, each of (i) the Non-Director Parties, (ii) their respective predecessors, successors and assigns, (iii) with respect to the foregoing clauses (i) and (ii) and solely in their capacity as such, their advisors, advisees, sub-advisees and other representatives, and (iv) with respect to the foregoing clauses (i) through (iii) and solely in their capacity as such, all of their respective past, present or future officers, directors, principals, shareholders, members, partners, general partners, limited partners, managers, controlling persons, employees, administrators, heirs and executors. For the avoidance of doubt, the “Non-Director Released Parties” shall not include the Director Released Parties.

2. Other Definitional Provisions. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Release, unless otherwise specified. The words “hereof”, “herein”, and “hereunder” and words of similar import when used in this Release shall refer to this Release as a whole and not to any particular provision of this Release. The term “including” means “including, without limitation”. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural. Paragraph headings have been inserted in this Release as a matter of convenience for reference only and it is agreed that such paragraph headings are not a part of this Release and shall not be used in the interpretation of any provision of this Release.

3. Non-Director Party Releases.

(a) Effective upon the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of the Non-Director Parties, on its own behalf and on behalf of each of the Non-Director Released Parties, hereby voluntarily, intentionally, knowingly, absolutely, unconditionally and irrevocably releases, waives, remits, acquits and forever discharges and covenants not to sue each of the Director Released Parties from and with respect to any and all Claims asserted or assertable by or on behalf of any Non-Director Released Party, which he, she or it now has, has ever had or may hereafter have, by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, cause, event or other matter whatsoever occurring at any time on or prior to the Effective Date, arising out of, relating to or in any way connected with (x) any Director’s relationship with any Non-Director Released Party in his or her capacity as a director, employee, officer or manager of FFIE, FFGP or any of each of their subsidiaries or affiliates or (y) any event, condition, circumstance or obligation that occurred, existed or arose on or prior to the Effective Date.

(b) From and after the Effective Date, each Non-Director Party hereby acknowledges and confirms, and covenants and agrees, that it shall: (i) not take any action, or cause the applicable Non-Director Released Party to take any action, to terminate, amend or restrict any indemnity agreements in favor of any Director in place prior to the Effective Date; and (ii) abide by, and not take any action, or cause the applicable Non-Director Released Party to take any action, to amend, change or modify in any manner whatsoever that may be adverse to any Director Released Party, the rights to insurance existing in favor of any Director, in each case except where required by applicable law.

4. Releases by Directors. Effective upon the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Director, on behalf of himself or herself and each of the Director Released Parties, hereby voluntarily, intentionally, knowingly, absolutely, unconditionally and irrevocably releases, waives, remits, acquits and forever discharges and covenants not to sue each of the Non-Director Released Parties from and with respect to any and all Claims asserted or assertable by or on behalf of any Director Released Party, which he, she or it now has, has ever had or may hereafter have, by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, cause, event or other matter whatsoever occurring at any time on or prior to the Effective Date, arising out of, relating to or in any way connected with (x) a Director's employment relationship with or service as a director, employee, officer or manager of FFIE or any subsidiaries or affiliates thereof, and the termination of such relationship or service, or (y) any event, condition, circumstance or obligation that occurred, existed or arose on or prior to the Effective Date. Notwithstanding anything to the contrary herein, nothing in this Release shall be effective to release any Non-Director Released Party from any Claims, rights or entitlements that any Director Released Party may have now or in the future, if any: (i) for indemnification or advancement or reimbursement of expenses granted by FFIE Parties to any Director in his or her capacity as a director, employee or officer of FFIE or any subsidiaries or affiliates thereof pursuant to the Shareholder Agreement dated July 21, 2021 by and between FFIE and FF Top (the "Shareholder Agreement") or the terms of the by-laws in place prior to the Effective Date of FFIE or any subsidiaries or affiliates thereof, and the applicable laws of the jurisdiction of incorporation or organization of FFIE or any subsidiaries or affiliates thereof, as applicable, or any indemnity agreements with FFIE Parties in place from time to time in favor of any Director; (ii) pursuant to any directors' and officers' insurance policies maintained for the benefit of any Director by any Non-Director Released Party; (iii) any and all claims against FFIE Parties for (A) accrued but unpaid director's, officer's or employee's compensation, as well as (B) unreimbursed expenses arising out of any Director being an officer, director or employee of FFIE or any subsidiaries or affiliates thereof; (iv) pursuant to any stock option agreements or other compensatory equity awards; or (v) for accrued but unpaid director's, officer's and employee's compensation, salary, benefits, or other amounts owing by FFIE Parties to any Director, as well as unreimbursed expenses, arising out of any Director's being a director, employee, officer or manager of FFIE or any subsidiaries or affiliates thereof.

5. FFGP Party Releases. Effective upon the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of the FFGP Parties, on its own behalf and on behalf of each of the FFGP Released Parties, hereby voluntarily, intentionally, knowingly, absolutely, unconditionally and irrevocably releases, waives, remits, acquits and forever discharges and covenants not to sue each of the FFIE Released Parties from and with respect to any and all Claims asserted or assertable by or on behalf of any FFGP Released Party, which it now has, has ever had or may hereafter have, by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, cause, event or other matter whatsoever occurring at any time on or prior to the Effective Date; provided, however, that the foregoing shall not release any claim or right arising in the ordinary course of business pursuant to, or serve to terminate, any existing agreements among the Non-Director Parties hereto.

6. FFIE Party Releases. Effective upon the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of the FFIE Parties, on its own behalf and on behalf of each of the FFIE Released Parties, hereby voluntarily, intentionally, knowingly, absolutely, unconditionally and irrevocably releases, waives, remits, acquits and forever discharges and covenants not to sue each of the FFGP Released Parties from and with respect to any and all Claims asserted or assertable by or on behalf of any FFIE Released Party, which it now has, has ever had or may hereafter have, by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, cause, event or other matter whatsoever occurring at any time on or prior to the Effective Date; provided, however, that the foregoing shall not release any claim or right arising in the ordinary course of business pursuant to, or serve to terminate, any existing agreements among the Non-Director Parties hereto. Notwithstanding anything to the contrary herein, nothing in this Release shall be effective to release any FFIE Released Party from any Claims, rights or entitlements that any FFGP Released Party may have now or in the future, if any: (i) for indemnification or advancement or reimbursement of expenses granted by FFIE Parties to any FFGP Released Party in his or her capacity as a director, employee or officer of FFIE or any subsidiaries or affiliates thereof or the terms of the by-laws in place prior to the Effective Date of FFIE or any subsidiaries or affiliates thereof, and the applicable laws of the jurisdiction of incorporation or organization of FFIE or any subsidiaries or affiliates thereof, as applicable, or any indemnity agreements with FFIE Parties in place from time to time in favor of any FFGP Released Party; (ii) pursuant to any directors' and officers' insurance policies maintained for the benefit of any FFGP Released Party by any FFIE Released Party; (iii) any and all claims against FFIE Parties for (A) accrued but unpaid director's, officer's or employee's compensation, as well as (B) unreimbursed expenses arising out of any FFGP Released Party being an officer, director or employee of FFIE or any subsidiaries or affiliates thereof; (iv) pursuant to any stock option agreements or other compensatory equity awards or (v) for accrued but unpaid director's, officer's and employees's compensation, salary, benefits, or other amounts owing by FFIE Parties to any FFGP Released Party, as well as unreimbursed expenses, arising out of any FFGP Released Party being a director, employee, officer or manager of FFIE or any subsidiaries or affiliates thereof. From and after the Effective Date, each FFIE Party hereby acknowledges and confirms, and covenants and agrees, that it shall: (i) not take any action, or cause the applicable FFGP Released Party to take any action, to terminate, amend or restrict any indemnity agreements in favor of any FFGP Released Party, in place prior to the Effective Date; and (ii) abide by, and not take any action, or cause the applicable FFIE Released Party to take any action, to amend, change or modify in any manner whatsoever that may be adverse to any FFGP Released Party, the rights to insurance existing in favor of any FFGP Released Party, in each case except where required by applicable law.

7. Conditions to Effectiveness. This Release, including, without limitation, the releases and related covenants not to sue hereof, shall become effective upon satisfaction of the following conditions (the date on which such conditions are satisfied or waived by the Parties, the "Effective Date"):

- (a) each Party shall have duly executed and delivered a signature page to this Agreement;
- (b) each party to the Heads of Agreement shall have duly executed and delivered a signature page thereto;
- (c) Mr. Adam He shall have been appointed to the board of directors of FFIE as set forth in Section 3 of Part D of the Heads of Agreement; provided that, for the avoidance of doubt, this condition shall be satisfied in the event that the Board so resolves to appoint Mr. He but he declines such appointment or is otherwise unwilling or unable to serve as a director of FFIE; and
- (d) FFIE shall have paid all reasonable, actual and documented attorney's fees and expenses (including any retainers) of each Director for which an invoice has been received by FFIE on or before the date this Release has been executed by the Parties.

8. Section 1542. To the extent that, notwithstanding the New York choice of law provisions in this Release, California law is deemed to apply to the release provisions set forth herein, each Party hereby expressly agrees that the release contemplated by this Release extends to any and all rights granted under Section 1542 of the California Civil Code or any analogous state law or federal law or regulation are hereby expressly waived. Section 1542 of the California Civil Code ("Section 1542") reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Each Party understands that Section 1542, or a comparable statute, rule, regulation or order of another jurisdiction, gives such Party the right not to release existing claims of which such Party is not aware, unless such Party voluntarily chooses to waive this right. Having been so apprised, each Party nevertheless hereby voluntarily elects to and does waive the rights described in Section 1542, or such other comparable statute, rule, regulation or order, and elects to assume all risks for claims that exist, existed or may hereafter exist in its favor, known or unknown, suspected or unsuspected, arising out of or related to claims or other matters purported to be released pursuant to this Release, in each case, effective upon the Effective Date. Each Party acknowledges and agrees that the foregoing waiver is an essential and material term of the release by each Party and that, without such waiver, other parties hereto would not have agreed to the terms of this Release. Each Party hereby represents to the applicable Parties that it understands and acknowledges that it may hereafter discover facts and legal theories concerning such Parties and the subject matter hereof in addition to or different from those which it now believes to be true. Each Party understands and hereby agrees that the release set forth herein shall remain effective in all respects notwithstanding those additional or different facts and legal theories or the discovery of those additional or different facts or legal theories. Each Party assumes the risk of any mistake of fact or applicable law with regard to any potential claim or with regard to any of the facts that are now unknown to it relating thereto.

9. Covenant Not to Sue. Each Party that has executed this Release hereby irrevocably covenants, effective upon the Effective Date, to refrain from, directly or indirectly, asserting any Claim against any Director Released Party or Non-Director Released Party, as applicable, before any governmental authority or other forum on the basis of any Claims released by such Director Released Party or Non-Director Released Party, as applicable, by and through this Release. Nothing in this provision shall limit a Party's right to enforce this agreement or to obtain appropriate relief for a breach thereof.

10. Assignment of Claims. Each Party that has executed this Release represents to the other Parties that it has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of, or any interest in, any Claim which is or which purports to be released or discharged by this Release.

11. Supplemental Release. The Non-Director Parties acknowledge that each Director, may continue to perform his or her duties beyond the Effective Date until the earlier of the time they are required to resign pursuant to the Heads of Agreement and the certification of votes at the 2022 AGM (as defined in the Heads of Agreement), and the Non-Director Parties agree and covenant, in consideration of the execution of this Release, to execute a supplemental release, which shall be in form and substance substantially similar to this Agreement (the "Supplemental Release") concurrently with such Director's resignation from all his/her positions as a director of FFIE and any subsidiaries or affiliates thereof.

12. Representations and Warranties. Each Non-Director Party that is not a natural person represents and warrants that: (i) such Non-Director Party has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby, (ii) the execution and delivery of this Release by such Non-Director Party (and its respective signatory hereto) and the performance of such Non-Director Party's obligations hereunder have been duly authorized by all necessary action on such Non-Director Party's part, and this Release has been duly executed and delivered by such Non-Director Party, (iii) this Release constitutes the legal, valid, and binding obligation of such Non-Director Party enforceable in accordance with its terms and conditions, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally and general principles of equity, (iv) there are no governmental or other third party consents, licenses and approvals required in connection with the execution, delivery, performance, validity and enforceability of this Release, and (v) such Non-Director Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation.

13. Non-Disparagement.

(a) Each Director agrees not to, and shall direct their present or former representatives or attorneys not to, defame or otherwise disparage any Non-Director Released Parties. The Non-Director Parties agree not to, and shall direct their present or former partners, officers, directors, shareholders, employees, representatives and attorneys not to, defame or otherwise disparage any Director Released Party.

(b) The FFIE Parties agree not to, and shall direct their present or former partners, officers, directors, shareholders, employees, representatives or attorneys not to, defame or otherwise disparage any FFGP Released Party. The FFGP Parties agree not to, and shall direct their present or former partners, officers, directors, shareholders, employees, representatives and attorneys not to, defame or otherwise disparage any FFIE Released Party.

(c) Nothing in this Release shall limit or affect the ability of a Party (i) to testify truthfully in any civil or criminal investigation or proceeding or (ii) to cooperate with any law enforcement or regulatory agency.

14. Expenses. In the event that any Director Released Party or Non-Director Released Party should wrongfully bring any suit in violation of this Release or be determined by a final order of a court of competent jurisdiction to have otherwise breached this agreement, such breaching Party shall reimburse each non-breaching Party for all costs and expenses (including attorney's fees) reasonably incurred in connection therewith.

15. Shareholder Agreement. Each Director hereby irrevocably waives any and all rights (if any) he/she may have, now or in the future, under or in connection with Section 2.1 of the Shareholder Agreement, to seek re-election, re-nomination or reappointment to the board of directors of FFIE.

16. Entire Agreement. This Release constitutes the entire agreement of the parties with respect to the releases set forth herein.

17. Use of Legal Counsel and Construction of Agreement. Each of the parties hereto hereby acknowledges that it has been advised by its own legal counsel in connection with the negotiation, drafting, execution and delivery and consummation of this Release (including, without limitation, the release provisions hereof). The parties hereto agree and acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Release or any amendments, exhibits or schedules hereto. Each party hereto has entered into this Release freely and voluntarily, without coercion, duress, distress or under influence by any other persons or its respective shareholders, directors, officers, partners, agents or employees.

18. Third-Party Beneficiaries. Each Director Released Party and Non-Director Released Party that is not a direct signatory hereto is an express third-party beneficiary of this Release and shall be entitled to enforce the terms of this Release as if such Director Released Party or Non-Director Released Party were a direct signatory hereto.

19. Counterparts. This Release may be executed in one or more counterparts, each of which shall be an original and all of which, when so executed, shall constitute the same instrument, and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf). The parties hereto agree that this Release may be executed by way of electronic signature and agree that the electronic signature has the same binding effect as a physical signature. For the avoidance of doubt, the parties hereto agree that this Release, or any part thereof, shall not be denied legal effect, validity or enforceability on the ground that it is in the form of an electronic record.

20. Amendments. This Release may not be amended or modified, or any provision herein waived, without the prior written consent of each party that has executed this Release; provided that no such amendment or modification shall limit the rights of a Director Released Party or Non-Director Released Party without such Director Released Party's or Non-Director Released Party's prior written consent. No waiver of any of the provisions of this Release shall be deemed or shall constitute a waiver of any other provision hereof or thereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

21. Invalidity. If any provision of this Release is held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable, this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, and the remaining provisions thereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Release a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

22. Governing Law and Forum Selection. The provisions in the Heads of Agreement that relate to choice of law and forum selection are incorporated herein and shall apply with equal force and effect to this Release.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Release as of the date first written above.

FF GLOBAL PARTNERS LLC

By: /s/ Jiawei Wang

Name: Jiawei Wang

Title: President

[Signature Page to Mutual Release]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Release as of the date first written above.

FF TOP HOLDING LLC

By: FF Peak Holding LLC, its sole member

By: Pacific Technology Holding LLC, its managing member

By: FF Global Partners LLC, its managing member

By: /s/ Jiawei Wang

Name: Jiawei Wang

Title: President

FF PEAK HOLDING LLC

By: Pacific Technology Holding LLC, its managing member

By: FF Global Partners LLC, its managing member

By: /s/ Jiawei Wang

Name: Jiawei Wang

Title: President

PACIFIC TECHNOLOGY HOLDING, LLC

By: FF Global Partners LLC, its managing member

By: /s/ Jiawei Wang

Name: Jiawei Wang

Title: President

[Signature Page to Mutual Release]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Release as of the date first written above.

By: /s/ Chaoying Deng

Name: Chaoying Deng

[Signature Page to Mutual Release]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Release as of the date first written above.

By: /s/ Prashant Gulati

Name: Prashant Gulati

[Signature Page to Mutual Release]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Release as of the date first written above.

By: /s/ Yueting Jia

Name: Yueting Jia

[Signature Page to Mutual Release]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Release as of the date first written above.

By: /s/ Chui Tin Mok

Name: Chui Tin Mok

[Signature Page to Mutual Release]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Release as of the date first written above.

By: /s/ Jiawei Wang

Name: Jiawei Wang

[Signature Page to Mutual Release]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Release as of the date first written above.

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Chief Executive Officer

[Signature Page to Mutual Release]

SMART TECHNOLOGY HOLDINGS LTD.

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Officer

FF HONG KONG HOLDING LIMITED

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Officer

FF INC.

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Officer

FARADAY&FUTURE INC.

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Officer

FF MANUFACTURING LLC

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Officer

[Signature Page to Mutual Release]

FARADAY SPE, LLC

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Officer

EAGLE PROP HOLDCO LLC

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Officer

FF SALES AMERICAS, LLC

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Officer

FF EQUIPMENT LLC

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Officer

FF ECO SALES COMPANY, LLC

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Officer

[Signature Page to Mutual Release]

FF EUROPE GMBH

By: /s/ Susan Swenson

Name: Susan Swenson

Title: Authorized Officer

FARADAY & FUTURE NETHERLANDS B.V.

By: /s/ Susan Swenson

Name: Susan Swenson

Title: Authorized Officer

FA&FA INC.

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Signatory

FF INTELLIGENT MOBILITY GLOBAL HOLDINGS LTD.

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Signatory

[Signature Page to Mutual Release]

**FF AUTOMOTIVE (CHINA) CO., LTD.
LESEE AUTO TECHNOLOGY (BEIJING) CO., LTD.
LESEE AUTOMOTIVE (BEIJING) CO., LTD.
RUIYU AUTOMOTIVE (BEIJING) CO., LTD.
SHANGHAI FARAN AUTOMOTIVE TECHNOLOGY
CO., LTD.
FF AUTOMOTIVE (ZHEJIANG) CO., LTD.
LETV NEW ENERGY AUTOMATIC TECHNOLOGY
(DEQING) CO., LTD.
LEAUTOLINK INTELLIGENT TECHNOLOGY
(BEIJING) CO., LTD.
LESEE AUTO TECHNOLOGY (BEIJING) CO., LTD.
LESHARE INTERNET TECHNOLOGY (BEIJING)
CO., LTD.
DEQING LESHARE AUTO RENTAL CO. LTD.
FARADAY & FUTURE AUTO TECHNOLOGY
(SHANGHAI) CO., LTD.
LESEE HONG KONG HOLDINGS LIMITED
LESEE AUTOMOTIVE (ZHEJIANG) CO., LTD.**

**By: FARADAY FUTURE INTELLIGENT
ELECTRIC INC.,**
its ultimate parent

By: /s/ Carsten Breitfeld
Name: Carsten Breitfeld
Title: Chief Executive Officer

[Signature Page to Mutual Release]

SMART TECHNOLOGY HOLDINGS LTD.

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Authorized Signatory

[Signature Page to Mutual Release]

By: /s/ Matthias Ayd
Name: Matthias Ayd

[Signature Page to Mutual Release]

By: /s/ Carsten Breitfeld
Name: Carsten Breitfeld

[Signature Page to Mutual Release]

By: /s/ Edwin Goh
Name: Edwin Goh

[Signature Page to Mutual Release]

By: /s/ Brian Krolicki
Name: Brian Krolicki

[Signature Page to Mutual Release]

By: /s/ Qing Ye
Name: Qing Ye

[Signature Page to Mutual Release]

By: /s/ Lee Liu
Name: Lee Liu

[Signature Page to Mutual Release]

By: /s/ Jordan Vogel
Name: Jordan Vogel

[Signature Page to Mutual Release]

By: /s/ Scott Vogel
Name: Scott Vogel

[Signature Page to Mutual Release]

By: /s/ Susan Swenson
Name: Susan Swenson

[Signature Page to Mutual Release]

Schedule 1

FFGP Controlled Affiliates

1. FF Top Holding LLC
 2. FF Peak Holding LLC
 3. Pacific Technology Holding LLC
-

Schedule 2

Executive Committee Members

1. Chaoying Deng
 2. Prashant Gulati
 3. YT Jia
 4. Tin Mok
 5. Jiawei Wang
-

Schedule 3

FFIE Controlled Affiliates

1. FF Intelligent Mobility Global Holdings Ltd.
 2. Smart Technology Holdings Ltd.
 3. FF Hong Kong Holding Limited
 4. FF Inc.
 5. Faraday&Future Inc.
 6. FF Manufacturing LLC
 7. Faraday SPE, LLC
 8. Eagle Prop Holdco LLC
 9. FF Sales Americas, LLC
 10. FF Equipment LLC
 11. FF ECO Sales Company, LLC
 12. FF Europe GmbH
 13. Faraday & Future Netherlands B.V.
 16. Fa&Fa Inc.
 17. FF Automotive (China) Co., Ltd.
 18. LeSEE Auto Technology (Beijing) Co., Ltd.
 19. LeSEE Automotive (Beijing) Co., Ltd.
 20. Ruiyu Automotive (Beijing) Co., Ltd.
 21. Shanghai Faran Automotive Technology Co., Ltd.
 22. FF Automotive (Zhejiang) Co., Ltd.
 23. Letv New Energy Automatic Technology (Deqing) Co., LTD
 24. LeAutolink Intelligent Technology (Beijing) Co., Ltd.
 25. LeSEE Auto Technology (Beijing) Co., Ltd.
 26. LeShare Internet Technology (Beijing) Co. Ltd.
 27. Deqing LeShare Auto Rental Co. LTD
 28. Faraday & Future Auto Technology (Shanghai) Co., Ltd.
 29. LeSEE Hong Kong Holdings Limited
 30. LeSEE Automotive (Zhejiang) Co., Ltd.
-

Schedule 4

FFIE Directors

1. Mathias Aydt
 2. Carsten Breitfeld
 3. Edwin Goh
 4. Brian Krolicki
 5. Lee Liu
 6. Susan G. Swenson
 7. Jordan Vogel
 8. Scott Vogel
 9. Qing Ye
-

TO: Faraday Future Intelligent Electric Inc.

Date: September 23, 2022

RE: Advanced Approval

To Whom It May Concern:

This letter agreement is by and between FF Top Holding LLC ("FF Top") and Faraday Future Intelligent Electric Inc. ("Faraday" or the "Company").

1. FF Top agrees, on the terms and subject to the conditions set forth in this letter agreement, to deliver a proxy (the "Advanced Approval") to vote in favor of, with respect to all shares of Company voting stock over which FF Top has voting control with respect to such matter, any resolution (the "Issuance Proposal") presented to the shareholders of Faraday at a stockholder's meeting to approve:

(a) the issuance, in the aggregate, of more than 19.999% of the number of shares of common stock of Faraday outstanding on the date hereof as a result of:

(i) the issuance of up to (x) \$57 million in principal amount of senior secured Tranche A convertible notes at a conversion price of not below \$1.05 per share of Class A Faraday common stock for \$27 million, and the remainder (\$30 million) at a conversion price of not below \$2.69 per share, (y) \$57 million in principal amount of senior secured Tranche B convertible notes at a conversion price of not below \$1.05 per share of Class A Faraday common stock for \$27 million, and the remainder (\$30 million) at a conversion price of not below \$2.69 per share, and (z) 26,822,724 shares of Class A Faraday common stock upon the exercise of associated warrants, in each case, pursuant to that certain Securities Purchase Agreement, dated August 14, 2022 among Faraday, FF Simplicity Ventures LLC and the purchasers signatory thereto, as amended as of the date hereof (the "ATW Purchase Agreement") and subject to the full-ratchet anti-dilution and most favored nation protections therein; and

(ii) the issuance of up to 73,675,656 shares of Class A Faraday common stock upon the exercise of all prior-issued notes and warrants; and

(iii) the issuance of up to \$60 million in principal amount of senior secured convertible notes pursuant to the ATW Purchase Agreement and the joinder thereto to Senyun International Ltd. and/or its affiliates; and

(b) all other actions as otherwise may be required by the applicable rules and regulations of the Nasdaq Stock Market (or any successor entity, "Nasdaq"), including Nasdaq Rule 5635(d), to effectuate the share issuances contemplated the foregoing clause (a)(i), (a)(ii) or (a)(iii); and

(c) an increase to the number of authorized shares of Common Stock of Faraday to 900,000,000.

Furthermore, the Company may seek to further increase the authorized shares of Common Stock of Faraday, up to a maximum of 1,500,000,000 shares, subject to the consent of FF Top (which shall not be unreasonably withheld, conditioned or delayed), and FF Top agrees, with respect to any such increase that it has consented to, that it shall vote in favor of, with respect to all shares of Company voting stock over which FF Top has voting control with respect thereto, any such resolutions presented to shareholders of Faraday at a stockholder's meeting.

Notwithstanding the forgoing, the Advanced Approval does not apply to, and the Company shall, to the extent required by Nasdaq rules and the Company organization documents, seek FF Top's consent prior to issuing any Company shares for any other purposes not specifically set forth in Section 1(a).

2. FF Top's agreements in respect of the Advanced Approval are given in consideration of, and are expressly conditioned on, the accuracy of the representations and warranties set forth in Section 2(a) below, satisfaction of the conditions set forth in Section 2(b) below and Faraday's compliance with the covenants set forth in Section 2(c) below (but is otherwise irrevocable). To the extent any of the representations and warranties set forth in Section 2(a) below are not true, any of the conditions set forth in Section 2(b) are not satisfied or any of the covenants set forth in Section 2(c) are not complied with, FF Top shall have no obligation to deliver the Advance Approval (and may revoke any Advance Approval already given) and may for the avoidance of doubt vote in any manner of its choosing with respect to the Issuance Proposal.

(a) *Representations*: The Company represents and warrants to FF Top, as of the date hereof and as of the date of the stockholder meeting held in respect of the Issuance Proposal:

1. That FF Top has been provided a true, complete and accurate copy of all material ATW Purchase Agreement documentation (including any further amendments thereto),
2. That, as of the date hereof, other than (x) the Purchase Agreement, (y) as publicly disclosed in the Company's filings with the Securities and Exchange Commission or (z) as disclosed to FF Top in writing by the Company, the Company has no other agreements, arrangements or understandings with any other party relating to the issuance of any equity- or debt- securities in connection with any financing, and
3. That the Company's cash balance as of the close of business on September 20, 2022 is \$31,338,247.

(b) *Conditions*: FF Top's obligations with respect to the Advance Approval are further conditioned on the prior satisfaction (or waiver in writing by FF Top) of the following conditions:

1. That each of the Company, FF Top and FF Global Partners LLC shall have executed, by no later than the date of this letter agreement, that certain Heads of Agreement currently under discussion among such persons (the "**Heads of Agreement**"), and the "Implementation Condition" (as defined in the Heads of Agreement) shall have been satisfied.
2. That the Definitive Documents (as defined in the Heads of Agreement) shall have been executed.
3. That the Company shall be and shall at all times have been in compliance in all material respects with their respective obligations pursuant to the Heads of Agreement and all Definitive Documents.
4. That the obligations set forth in Section 3 of Part C of the Heads of Agreement shall have been full performed.

(c) *Covenants*: FF Top's obligations with respect to the Advance Approval are conditioned on the Company's compliance in all material respects with the following covenants:

1. The Company shall (subject only to FF Top entering into a customary non-disclosure agreement, which shall not contain any standstills, use restrictions or other negative covenants (other than the obligation to comply with securities laws)):
 - a. keep FF Top reasonably updated on the status of its financing(s) (including using commercially reasonable efforts to deliver all proposals, term sheets and drafts of definitive documentation within 24 hours after execution of such a non-disclosure agreement by FF Top), and
 - b. negotiate in good faith and use commercially reasonable efforts to secure any additional financing that is proposed by FF Top Holdings LLC ("FF Top"), to the extent such financing is supported by Season Smart Limited.

The Company shall continue to comply with this Section 2(c)(1) until the earlier of (x) six months from the date of this letter, and (y) such time as FF Top delivers written notice of termination of this Section 2(c)(1).

2. The Company shall have, within one business day of the date of this letter agreement, executed (and publicly announced its execution of) that certain Governance Term Sheet attached hereto as Exhibit A.
 3. Definitive agreements in respect of the Governance Term Sheet referred to directly above shall have been executed between FF Top and the Company (and publicly announced) by no later than October 7, 2022.
-

4. The Company acknowledges and agrees for the avoidance of doubt that (i) FF Top may vote its shares of Company common stock in favor of each of the Removal Proposals (and such votes by FF Top in favor of the Removal Proposals shall be recognized and recorded as such by the Company) and (ii) neither FF Top nor the Company has any obligation to nominate or reappoint Mr. Krolicki or Ms. Swenson to the Board at any time following their resignation or removal for any reason. The Company irrevocably agrees that (i) neither Mr. Krolicki nor Ms. Swenson shall be re-appointed or re-nominated to the Board following their resignation or removal and (ii) neither Mr. Krolicki nor Ms. Swenson shall be (re)hired, (re)engaged or (re)appointed to any position at the Company following their resignation or removal from their respective non-Board roles (if any) at the Company.
 3. The Advanced Approval shall expire at such time as the matters set forth in paragraph (a)(i) and (a)(ii) has been approved. Nothing in this letter shall restrict FF Top's ability to sell or otherwise transfer or encumber its shares of Company common stock subject to compliance with applicable laws. This letter needs to be disclosed promptly.
 4. This letter is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.
 5. No provision in this letter agreement can be waived, modified or amended except by the written agreement of the parties, which written agreement shall specifically refer to the provision being waived, modified or amended and explicitly effectuate such waiver, modification or amendment. It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege under this letter agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof (or any modification or waiver in any particular circumstance) preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this letter agreement.
 6. The parties acknowledge and agree that money damages would not be a sufficient remedy for any breach of this letter agreement by either party and that the non-breaching party shall be entitled to seek equitable relief, including injunction and specific performance, without the need to post a bond or any other security, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this letter agreement but shall be in addition to all other remedies available at law or equity.
 7. This letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) for any actions, suits or proceedings arising out of or relating to this letter agreement and the transactions contemplated hereby (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts). Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this letter agreement or the transactions contemplated hereby, in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
-

If the terms of this letter agreement are in accordance with your understanding, please sign below and this letter agreement will constitute a binding agreement among us.

FF TOP HOLDING LLC

By: FF Peak Holding LLC, its sole member
By: Pacific Technology Holding LLC, its managing member
By: FF Global Partners LLC, its managing member

By: /s/ Jiawei Wang

Name: Jiawei Wang

Title: President

Number of voting shares over which FF Top has voting control as of the date hereof:

117,705,569

ACKNOWLEDGED AND AGREED

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

By: /s/ Carsten Breitfeld

Name: Carsten Breitfeld

Title: Chief Executive Officer

[Signature Page – Faraday Advanced Approval]

Exhibit A

Governance Term Sheet
