

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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): August 4, 2023

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

Delaware

(State or other jurisdiction
of incorporation)

001-39395

(Commission File Number)

84-4720320

(I.R.S. Employer
Identification No.)

**18455 S. Figueroa Street
Gardena, CA**

(Address of principal executive offices)

90248

(Zip Code)

(424) 276-7616

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Unsecured Securities Purchase Agreement – Streeterville Capital, LLC

On August 4, 2023, Faraday Future Intelligent Electric Inc. (the “Company”) entered into a Securities Purchase Agreement (the “Streeterville SPA”) with Streeterville Capital, LLC (“Purchaser”), to issue and sell \$16,500,000 aggregate principal amount of the Company’s unsecured convertible senior promissory notes (the “Streeterville Note”) and a common stock purchase warrant (the “Streeterville Warrant”).

The Streeterville Note is subject to an original issue discount of \$1,500,000 (the “OID”). In addition, the Company will pay Purchaser \$150,000 to cover Purchaser’s legal fees and other transaction costs incurred in connection with the purchase and sale of the Streeterville Note (the “Transaction Expense Amount”). The OID will be included in the initial principal balance of the Streeterville Note and will be reduced from the amount funded at closing. The Streeterville Note is convertible into shares of Class A Common Stock of the Company, par value \$0.0001 per share (“Common Stock”), at a conversion price equal to \$0.8925, plus an interest make-whole amount as set forth in the Streeterville Note, subject to certain adjustments including full ratchet anti-dilution price protection.

The Streeterville Note matures on August 4, 2029. The Streeterville Note accrues interest at 10% per annum, payable on each conversion date and the maturity date in cash, or, at the Company’s option if all the Equity Conditions (as defined in the Streeterville Note) have been met, Common Stock or a combination thereof, provided that, subject to certain conditions set forth in the Streeterville Note, the Company may elect to pay such interest in Common Stock at a rate equal to 15% per annum with respect to the portion of such payment made in Common Stock. The Company may, from time to time, prepay the principal amount owing under the Streeterville Note, subject to a prepayment premium percentage in an amount ranging from 0% to 10% of the principal amount of such Note determined in accordance with a schedule set forth in the Streeterville SPA, so long as (i) the Company provides at least 15 days’ prior written notice to Purchaser of such prepayment and delivers to Purchaser an appropriately completed payment notification, and (ii) the Company accompanies such prepayment with the payment of any interest make-whole amount as set forth in the Streeterville Note.

Under the Streeterville SPA, Purchaser received a warrant (the “Streeterville Warrant”) to purchase up to 6,100,840 shares of Common Stock with an exercise price equal to \$0.8925 per share, subject to full ratchet anti-dilution protection and other adjustments, and are exercisable for seven (7) years on a cash or cashless basis.

Under the Streeterville SPA, the Company is required to reserve 25,000,000 shares of Common Stock from its authorized and unissued Common Stock to provide for all issuances of Common Stock under the Streeterville Note (the “Share Reserve”). On September 8, 2023 and from time to time thereafter until the Streeterville Note is paid in full, subject to certain conditions, the Company is required to add additional shares of Common Stock to the Share Reserve in increments of 1,000,000 shares as and when requested by Purchaser if the number of shares held in the Share Reserve is less than two (2) times the number of shares of Common Stock Purchaser would be entitled to receive upon conversion of all interest under the Streeterville Note (including any Make-Whole Amount (as defined in the Streeterville Note)) plus two (2) times the number of shares Purchaser would be entitled to receive upon conversion of all principal under the Streeterville Note.

Purchaser has the option, from time to time for 12 months after the date of the Streeterville SPA, to purchase up to \$7,500,000 in aggregate (or \$15,000,000 in aggregate with Company’s consent) in additional convertible senior unsecured notes and warrants on the same terms as the Streeterville Note and Streeterville Warrant. Additionally, from the date of the Streeterville SPA until the date that is the five-year anniversary of the date of the Streeterville SPA, upon any issuance by the Company or any of its subsidiaries of Common Stock or Common Stock equivalents for cash consideration, indebtedness or a combination of units thereof (subject to certain exceptions set forth in the Streeterville SPA) (each, a “Subsequent Financing”), if Purchaser that then owns at least \$7.5 million principal amount of Streeterville Notes (when aggregated with any affiliates of Purchaser) shall have the right to participate in up to an amount of the Subsequent Financing such that Purchaser’s ownership of the Company remains the same immediately following such Subsequent Financing as its ownership immediately prior to such Subsequent Financing, pursuant to the procedures outlined in the Streeterville SPA.

Under the Streeterville SPA, so long as the Streeterville Note is outstanding, upon any issuance by Company of any security with a More Favorable Term (as defined in the Streeterville SPA), or amendment, waiver or adjustment to any existing security that results in the granting of a More Favorable Term, then the Company is required to notify Purchaser and such More Favorable Term, at Purchaser's option, will become a part of the Transaction Documents (as defined in the Streeterville SPA) for the benefit of Purchaser. Additionally, if the Company fails to notify Purchaser of any such More Favorable Term, but Purchaser becomes aware that the Company has granted such a term to any third party, Purchaser may notify the Company and such More Favorable Term will become a part of the Transaction Documents retroactive to the date on which the More Favorable Term was granted to the applicable third party.

The Company is required to use commercially reasonable efforts to file, within 15 calendar days of the date of the Streeterville SPA, a registration statement on the appropriate form providing for the resale by Purchaser of at the least the Initial Required Registration Amount (as defined in the Streeterville Note). The Company is also required to use commercially reasonable efforts to cause such registration statement to become effective as promptly as possible and to maintain the effectiveness of such registration statement at all times until each Purchaser no longer owns any Warrants or Streeterville Notes or shares of Class A common stock issuable upon exercise or conversion thereof.

Pursuant to the Streeterville Note, the Company agrees to include a proposal to obtain stockholder approval, as is required by the Nasdaq listing rules, with respect to the issuance of any shares of Common Stock in excess of 19.99% of the issued and outstanding shares of Common Stock (the "Issuance Cap"), of the Conversion Shares (as defined in the Streeterville Note), the Warrant Shares (as defined in the Streeterville SPA), and subject to any applicable Nasdaq rules, any shares Common Stock issuable pursuant to the note and warrant issuable in connection with the reinvestment right set forth in the Streeterville SPA (so long as such reinvestment is made within 90 days of the Approval) in excess of the Issuance Cap (the "Approval") at the earlier of its next annual meeting of stockholders to be held in 2024 and any special meeting of stockholders called by the Company at which at least one "routine" proposal (as determined by the New York Stock Exchange) is to be included in the proxy statement for such special meeting; provided however, that if at any time after the date of the Streeterville SPA and prior to the Approval, Purchaser submits a Conversion Notice (as defined in the Streeterville Note) at such time as the Issuance Cap would prohibit the conversion of less than 150% of the Conversion Shares subject to such Conversion Notice, the Company will use its reasonable best efforts to hold a special meeting of stockholders (which may also be at the annual meeting of stockholders) for the Approval within 45 days from the date of the Company's receipt of such Conversion Notice, and in any case, with the recommendation of the Company's Board of Directors that such proposal be approved, and the Company will solicit proxies from its stockholders in connection therewith in the same manner as all other management proposals in such proxy statement and all management-appointed proxyholders are required to vote their proxies in favor of such proposal. The Company is required to use its reasonable best efforts to obtain such Approval, including if the Company does not obtain the Approval at such special meetings, the Company will use reasonable best efforts to hold a new special meeting within 45 days from the date of such previous special meeting to obtain such Approval. If the Approval is not obtained at either meeting, the Company will be required to use its reasonable best efforts to seek such approval at each subsequent annual meeting of stockholders until such approval is obtained or the Streeterville Notes are no longer outstanding.

The foregoing description of the Streeterville SPA, Streeterville Note, and the Streeterville Warrant is a summary and does not purport to be complete and is qualified in its entirety by reference to the full text of the Streeterville SPA, the Streeterville Note, and the Streeterville Warrant filed as Exhibits 10.1, 10.2 and 4.1, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Amendments No. 9 and 10 to Securities Purchase Agreement

On August 4, 2023, the Company entered into that certain Amendment No. 9 to Securities Purchase Agreement ("Amendment No. 9") with FF Vitality Ventures LLC (the "ATW Party"), as purchaser, and that certain Amendment No. 10 to Securities Purchase Agreement ("Amendment No. 10" and together with Amendment No. 9, the "Amendments") with Senyun International Ltd. ("Senyun"), as purchaser, each of which amends that certain Securities Purchase Agreement, dated as of August 14, 2022 (as amended by that certain Amendment No. 1 to Securities Purchase Agreement and Convertible Senior Secured Promissory Notes, dated as of September 23, 2022, that certain Joinder and Amendment Agreement, dated as of September 25, 2022, that certain Limited Consent and Third Amendment to Securities Purchase Agreement, dated as of October 24, 2022, that certain Limited Consent, dated as of November 8, 2022, that certain Amendment No. 4, dated as of December 28, 2022, that certain Limited Consent and Amendment No. 5, dated as of January 25, 2023, that certain Amendment No. 6 to Securities Purchase Agreement, dated as of February 3, 2023, and that certain Amendment No. 7, dated as of March 23, 2023, that certain Amendment No. 8, dated May 8, 2023, that certain Amendment to ATW Notes and Warrants dated May 9, 2023 (the "Existing Secured SPA" and, as further amended by the Amendments, the "Secured SPA"). Please refer to the Current Reports on Form 8-K that were filed by the Company with the U.S. Securities and Exchange Commission (the "SEC") on August 15, 2022, September 26, 2022, October 25, 2022, November 8, 2022, December 29, 2022, January 31, 2023, February 6, 2023, March 23, 2023, and May 10, 2023 for a description of the key terms of the Existing Secured SPA, which is incorporated herein by reference. References to "Secured SPA Notes" and "Secured SPA Warrants" refer to the convertible notes issued pursuant to the Secured SPA and the accompanying warrants, respectively.

Pursuant to Amendment No. 9 and Amendment No. 10, the Company and each of the ATW Party and Senyun, respectively, as required purchasers under the Secured SPA, agreed to the following amendment to the Secured SPA: the definition of Required Minimum (as defined in the Secured SPA), was amended to mean (a) until the earlier of (x) September 30, 2023 and (y) the earlier of (I) the trading day immediately following the date of consummation of a reverse stock split of the Common Stock and (II) the 15th business day after the Company shall have obtained stockholder approval to increase the authorized shares of Common Stock (as applicable, the “Waiver Expiration Date”), zero shares of Common Stock, and (b) immediately after the Waiver Expiration Date, the maximum aggregate number of shares of Common Stock then issued or potentially issuable in the future pursuant to the Transaction Documents (as defined in the Existing SPA), including any Underlying Shares (as defined in the Existing SPA) issuable upon exercise in full of all Warrants (as defined in the Existing SPA) or conversion in full of all Secured SPA Notes (including Underlying Shares issuable as payment of interest on the Secured SPA Notes), ignoring any conversion or exercise limits set forth therein.

The foregoing description of Amendment No. 9 and Amendment No. 10 is a summary and does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 9 and Amendment No. 10 filed as Exhibits 10.3 and 10.4, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Amendment to Joinder and Amendment Agreement.

As previously disclosed in a Current Report on Form 8-K filed with the SEC on June 27, 2023, the Company entered into a Joinder and Amendment Agreement dated June 26, 2023 (the “ATW Joinder”) with the ATW Party. On August 4, 2023, the Company entered into Waiver and Amendment Agreement (the “ATW Amendment”) to the ATW Joinder, pursuant to which the ATW Party has agreed to waive any and all requirements of the Company to reserve shares of Common Stock for issuance pursuant to Notes or Warrants (each as defined in each of the Secured SPA and that certain Securities Purchase Agreement dated as of May 8, 2023 (as amended by that certain Amendment No. 1, dated as of June 26, 2023, the ATW Joinder, and the Second Joinder and Amendment Agreement, dated as of June 26, 2023, the “Existing Unsecured SPA”; the Existing Unsecured SPA, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to the ATW Amendment, by and among the Company and the financial institutions or other entities from time to time party thereto (the “Unsecured SPA”), related Warrants and/or any other Financing Document (each as defined in each of the Secured SPA and Unsecured SPA, respectively) and defers any obligations of the Company to deliver any shares of Common Stock for issuance pursuant to the Notes, related Warrants and/or any other Financing Document (each as defined in each of the Secured SPA and Unsecured SPA, respectively), as applicable until the earlier of (x) September 30, 2023 and (y) the earlier of (I) the trading day immediately following the date of consummation of a reverse stock split of the Common Stock and (II) the 15th business day after the Company’s receipt of stockholder approval to increase the authorized shares of Common Stock.

Further the ATW Amendment provides that if the ATW Party or a permitted assign exercises its option to invest another \$10,000,000 of Tranche B Notes in accordance with the terms of the Secured SPA (the “Additional Tranche B Investment”) on or prior to the latest of (x) August 1, 2023, (y) four business days after the meeting of the Company’s stockholders for the required stockholder approval under the Unsecured SPA to increase the Company’s authorized shares of Common Stock and for purposes of the Nasdaq Stock Market (“Nasdaq”) Listing Rule 5635 (to the extent needed) (the “Stockholder Approval”), and (z) six business days after the Company has filed its Quarterly Report on Form 10-Q for the quarter ended June 30, 2023, then the ATW Party shall have the right, upon delivery of a written notice to the Company, at any time prior to the 30th day after the date of consummation of such Additional Tranche B Investment, to invest another \$20,000,000 in New Notes (as defined in the ATW Joinder), subject to terms substantially identical to those provided for in the Unsecured SPA.

The foregoing description of the ATW Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the ATW Amendment filed as Exhibit 10.5 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 above with respect to the issuance of the Streeterville Note and the ATW Amendment is incorporated into this Item 2.03 by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 above is incorporated into this Item 3.02 by reference. The offer, sale and issuance of the Streeterville Note, the Streeterville Warrant and the New Notes to the ATW Party were made in reliance upon the exemption contained in Section 4(a)(2) of the Securities Act of 1933, as amended.

Item 9.01. Financial Statements and Exhibits.

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

No.	Description of Exhibits
4.1	Common Stock Purchase Warrant, dated August 4, 2023, issued to Streeterville Capital, LLC
10.1	Securities Purchase Agreement, dated as of August 4, 2023, among Faraday Future Intelligent Electric Inc. and Streeterville Capital, LLC
10.2	Unsecured Convertible Senior Promissory Note, dated August 4, 2023, issued to Streeterville Capital, LLC
10.3	Amendment No. 9 to Securities Purchase Agreement, dated August 4 2023, by and between Faraday Future Intelligent Electric Inc. and FF Vitality Ventures LLC.
10.4	Amendment No. 10 to Securities Purchase Agreement, dated August 4, 2023, by and between Faraday Future Intelligent Electric Inc. and Senyun International Ltd.
10.5	Waiver and Amendment Agreement, dated as of August 4, 2023, among Faraday Future Intelligent Electric Inc. and FF Vitality Ventures LLC.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

Date: August 7, 2023

By: /s/ Jonathan Maroko

Name: Jonathan Maroko

Title: Interim Chief Financial Officer

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

COMMON STOCK PURCHASE WARRANT

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

Warrant Shares: 6,100,840 Initial Exercise Date: August 4, 2023

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, Streeterville Capital, LLC, a Utah limited liability company, or its permitted assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the "Initial Exercise Date") and on or prior to 5:00 p.m. (New York City time) on August 4, 2030 (the "Termination Date") but not thereafter, to subscribe for and purchase from Faraday Future Intelligent Electric Inc., a Delaware corporation (the "Company"), up to 6,100,840 shares of Common Stock (as defined below) (as subject to adjustment hereunder, the "Warrant Shares") of Common Stock; the purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. In addition to the terms defined elsewhere in this Warrant, the following terms have the meanings indicated in this Section 1:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Board of Directors" means the board of directors of the Company.

“Business Day” means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to “stay at home”, “shelter-in-place”, “non-essential employee” or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York are generally open for use by customers on such day.

“Commission” means the United States Securities and Exchange Commission.

“Common Stock” means the Class A Common Stock of the Company, par value \$0.0001 per share.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Excluded Stock” means the issuance of (a) shares of Common Stock or options to consultants, employees, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by a majority of the members of the Board of Directors of the Company or a majority of the members of a committee of directors established for such purpose for services rendered to the Company, (b) securities upon the exercise or exchange of or conversion of any Warrant Shares issued hereunder and/or other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of this Warrant, provided that such securities have not been amended since the date of this Warrant to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities (other than in connection with stock splits or combinations) or to extend the term of such securities, (c) securities issued pursuant to mergers, acquisitions, joint ventures or strategic transactions approved by a majority of the disinterested directors of the Company provided that any such issuance pursuant to this clause (c) shall only be to a Person or Persons (or to the equityholders of a Person or Persons) which is, itself or through its subsidiaries, an operating company or an owner of an asset and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities, (d) any shares of Common Stock or securities exercisable or exchangeable for or convertible into shares of Common Stock in an aggregate amount not to exceed \$50,000,000 (excluding any Notes or Warrants issued under the Purchase Agreement) after the date of the Purchase Agreement; provided, that with respect to this clause (d), the issuance, conversion or exercise (as applicable) price per share at the time of issuance of such Common Stock or security (as applicable) is not less than \$0.55 per share of Common Stock (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions occurring after the date hereof), (e) the issuance of the Tranche A and B Notes and Warrants under the Purchase Agreement and the shares of Common Stock thereunder, and (f) any securities exercisable or exchangeable for or convertible into shares of Common Stock issued after the date of this Warrant, provided that such securities do not have a more favorable exercise price, exchange price or conversion price (other than in connection with stock splits or combinations) than the terms of this Warrant at the time such security is issued.

“Fundamental Transaction” shall have the meaning ascribed to such term in Section 3(c) hereunder.

“Liens” means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other similar restriction.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Proceeding” means an action, claim, suit, or proceeding.

“Purchase Agreement” means that certain Amended and Restated Securities Purchase Agreement, dated as of February 3, 2023, among the Company, the various financial institutions as are, or may from time to time become, party thereto as issuers and lenders (including without limitation Holder) and FF Simplicity Ventures LLC, as administrative and collateral agent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Rule 144” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Trading Day” means a day on which the Common Stock is traded on a Trading Market.

“Trading Market” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market or the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing).

“Transfer Agent” means the transfer agent of the Company, if any, and any successor transfer agent of the Company.

“VWAP” means, for any date following the date the Company, or any Successor Entity to the Company, is listed for trading on a Trading Market, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or, with respect to Section 3(c), the twenty (20) Trading Days prior to such calculation) (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (“Bloomberg”) (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or, with respect to Section 3(c), the twenty (20) Trading Days prior to such calculation) (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the volume weighted average trading price per share of the Common Stock so reported (or, with respect to Section 3(c), the twenty (20) Trading Days prior to such calculation), or (d) in all other cases, the fair market value of a share of Common Stock as reasonably and in good faith determined by the Board of Directors; provided that if the Holder disagrees with the Board of Directors’ determination pursuant to clause (d) above, the Holder and the Company shall reasonably and in good faith select an independent appraiser, the fees and expenses of which shall be split by the Company and the Holder, to make such determination.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date, after receipt of Company stockholder approval to increase the Company's authorized and uncommitted shares of Class A Common Stock to the extent needed (which approval, for the avoidance of doubt, may be implemented by the Issuer through a reverse stock split that increases the number of authorized shares of the Issuer's Class A Common Stock) and for purposes of NASDAQ Listing Rule 5635 to the extent needed (the "Shareholder Approval") (and the filing of an amendment to the certificate of incorporation of the Company to reflect the Shareholder Approval to the extent needed) and subject to Section 2(f) in each case unless otherwise consented to in writing by the Company, by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto (the "Notice of Exercise"). Within two (2) Trading Days following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise (except as set forth in the preceding sentence). No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. **The Holder and any permitted assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be \$0.8925, subject to adjustment hereunder (the "Exercise Price").

c) Cashless Exercise. This Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise, or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If (A-B) is less than zero, then the number of Warrant Shares to be delivered to the Holder shall equal zero. If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the holding period of the Warrant Shares being issued may be tacked on to the holding period of this Warrant. The Company agrees not to take any position contrary to this Section 2(c).

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its permitted assignee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by Holder or (B) this Warrant is being exercised via cashless exercise, or otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its permitted assignee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is two (2) Trading Days after the delivery to the Company of the Notice of Exercise (such date, the "Warrant Share Delivery Date"). Upon delivery of the Notice of Exercise the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares; provided payment of the aggregate Exercise Price (other than in case of a cashless exercise) is received within two (2) Trading Days following delivery of the Notice of Exercise. If the Company is then a participant in DWAC and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by Holder or (B) this Warrant is being exercised via cashless exercise and the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the 3rd Trading Day following the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each \$1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), \$5 per Trading Day for each Trading Day after such 3rd Trading Day following the Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise. The Company agrees to use commercially reasonable efforts to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the 3rd Trading Day following the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(d)(i) above pursuant to an exercise on or before the 3rd Trading Day following the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of \$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder \$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names of any permitted transferee(s) as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for delivery of the Warrant Shares.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities or instruments of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the reasonable discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written request of a Holder, the Company shall within three (3) Trading Days confirm in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities or instruments of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a permitted successor holder of this Warrant.

f) Issuance Restrictions. If the Company has not obtained Shareholder Approval to the extent needed, then the Company may not issue upon exercise of this Warrant any shares of Common Stock.

g) Call Provision. Subject to the provisions of Section 2(e), Section 2(f) and this Section 2(g), if, after the Effective Date, (i) the VWAP for each of 20 Trading Days out of 30 consecutive Trading Days (the "Measurement Period," which 30 consecutive Trading Day period shall not have commenced until after the Effective Date) exceeds \$15.00 (subject to adjustment for forward and reverse stock splits, recapitalizations, stock dividends and the like after the Initial Exercise Date), (ii) the Holder is not in possession of any information that constitutes, or might constitute, material non-public information which was provided by the Company, any of its Subsidiaries, or any of their officers, directors, employees, agents or Affiliates, and (iii) the Equity Conditions are then satisfied, then the Company may, within 1 Trading Day of the end of such Measurement Period, call for cancellation of all or any portion of this Warrant for which a Notice of Exercise has not yet been delivered (such right, a "Call") for consideration equal to \$0.01 per Warrant Share. To exercise this right, the Company must deliver to the Holder an irrevocable written notice (a "Call Notice"), indicating therein the portion of unexercised portion of this Warrant to which such notice applies. If the conditions set forth below for such Call are satisfied from the period from the date of the Call Notice through and including the Call Date (as defined below), then any portion of this Warrant subject to such Call Notice for which a Notice of Exercise shall not have been received by the Call Date will be cancelled at 6:30 p.m. (New York City time) on the tenth Trading Day after the date the Call Notice is received by the Holder (such date and time, the "Call Date"). Any unexercised portion of this Warrant to which the Call Notice does not pertain will be unaffected by such Call Notice. In furtherance thereof, the Company covenants and agrees that it will honor all Notices of Exercise with respect to Warrant Shares subject to a Call Notice that are tendered through 6:30 p.m. (New York City time) on the Call Date. The parties agree that any Notice of Exercise delivered following a Call Notice which calls less than all of the Warrants shall first reduce to zero the number of Warrant Shares subject to such Call Notice prior to reducing the remaining Warrant Shares available for purchase under this Warrant. For example, if (A) this Warrant then permits the Holder to acquire 100 Warrant Shares, (B) a Call Notice pertains to 75 Warrant Shares, and (C) prior to 6:30 p.m. (New York City time) on the Call Date the Holder tenders a Notice of Exercise in respect of 50 Warrant Shares, then (x) on the Call Date the right under this Warrant to acquire 25 Warrant Shares will be automatically cancelled, (y) the Company, in the time and manner required under this Warrant, will have issued and delivered to the Holder 50 Warrant Shares in respect of the exercises following receipt of the Call Notice, and (z) the Holder may, until the Termination Date, exercise this Warrant for 25 Warrant Shares (subject to adjustment as herein provided and subject to subsequent Call Notices). Subject again to the provisions of this Section 2(g), the Company may deliver subsequent Call Notices for any portion of this Warrant for which the Holder shall not have delivered a Notice of Exercise. Notwithstanding anything to the contrary set forth in this Warrant, the Company may not deliver a Call Notice or require the cancellation of this Warrant (and any such Call Notice shall be void), unless, from the beginning of the Measurement Period through the Call Date, (1) the Company shall have honored in accordance with the terms of this Warrant all Notices of Exercise delivered by 6:30 p.m. (New York City time) on the Call Date, and (2) the Registration Statement shall be effective as to all Warrant Shares and the prospectus thereunder available for use by the Holder, or Rule 144 shall be available without time, volume or manner of sale limitations, for the resale of all such Warrant Shares, (3) the Common Stock shall be listed or quoted for trading on the Trading Market, and (4) there is a sufficient number of authorized shares of Common Stock for issuance of all Securities under the Transaction Documents, and (5) the issuance of all Warrant Shares subject to a Call Notice shall not cause a breach of any provision of Section 2(e) or Section 2(f) herein. The Company's right to call the Warrants under this Section 2(g) shall be exercised ratably among the Holders based on each Holder's initial purchase of Warrants.

Section 3. Certain Adjustments.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a share dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse share split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(b) Subsequent Equity Sales. If the Company or any Subsidiary thereof, as applicable, at any time while this Warrant is outstanding, shall sell, enter into an agreement to sell or grant any option to purchase, or sell or grant any right to reprice, or otherwise dispose of or issue any Common Stock or Common Stock Equivalents (other than Excluded Stock), at an effective price per share less than the Exercise Price then in effect (such issuances collectively, a “Dilutive Issuance” and such price, the “Base Price”) (it being understood and agreed that if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is less than the Exercise Price, such issuance shall be deemed to have occurred for less than the Exercise Price on such date of the Dilutive Issuance at such effective price), then simultaneously with the consummation of each Dilutive Issuance the Exercise Price shall be reduced and only reduced to equal the Base Price. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. Notwithstanding the foregoing, no adjustments shall be made, paid or issued under this Section 3(b) in respect of Excluded Stock or any adjustment pursuant to Section 3(a). The Company shall notify the Holder, in writing, no later than the Trading Day following the issuance or deemed issuance of any Common Stock or Common Stock Equivalents subject to this Section 3(b), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the “Dilutive Issuance Notice”). For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 3(b), upon the occurrence of any Dilutive Issuance, the Holder is entitled to receive a number of Warrant Shares based upon the adjusted Exercise Price regardless of whether the Holder accurately refers to the adjusted Exercise Price in the Notice of Exercise. Notwithstanding anything herein to the contrary, for purposes of this Section 2(b), “effective price per share” shall take into consideration the value of any Common Stock, Common Stock Equivalents, securities transferred to a third-party by other stockholders of the Company including Common Stock or Common Stock Equivalents, cash, rights or any other form of additional consideration (“Secondary Security”) that is issued or paid in connection with the issuance or sale or deemed issuance or sale of any other securities of the Company (the “Primary Security”, and together with the Secondary Security, each a “Unit”), together comprising one integrated transaction (or series of related transactions if such issuances or sales or deemed issuances or sales of securities of the Company are consummated under the same plan of financing), the “effective price per share” (i.e. Base Price) shall be deemed to be the lowest of (y) if such Primary Security is a Common Stock Equivalent, the lowest price per share for which one share of Common Stock is at any time issuable upon the exercise or conversion of the Primary Security and (z) the purchase price of such Unit less the value of the Secondary Unit (assuming for such purposes the value of any options or warrants are valued at the Black Scholes Value but using the date of the Dilutive Issuance for such purposes rather than the date of the Fundamental Transaction); provided, that if the value determined pursuant to clause (y) above would result in a value less than the par value of the Common Stock, then the other securities issued or sold in such integrated transaction shall be deemed to have been issued or sold for the par value of the Common Stock. If any shares of Common Stock or Common Stock Equivalents are issued or sold or deemed to have been issued or sold for cash, the consideration other than cash received therefor will be deemed to be the net amount received by the Company therefor. If any shares of Common Stock or Common Stock Equivalents are issued or sold for a consideration other than cash, the amount of such consideration received by the Company will be the fair value of such consideration, except where such consideration consists of publicly traded securities or Common Stock (including Common Stock transferred from existing third-party stockholder), in which case the amount of consideration received by the Company will be the volume weighted average price of such publicly traded securities on the date of receipt of such publicly traded securities. The fair value of any consideration other than cash or publicly traded securities will be reasonably and in good faith determined jointly by the Company and the Holder. If such parties are unable to reach agreement within ten (10) days after the occurrence of an event requiring valuation (the “Valuation Event”), the fair value of such consideration will be determined within five (5) Business Days after the tenth (10th) day following the Valuation Event by an independent, reputable appraiser jointly selected by the Company and the Holder acting reasonable and in good faith. The determination of such appraiser shall be final and binding upon all parties absent manifest error and the fees and expenses of such appraiser shall be borne equally by the Company and the Holder.

(c) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another unaffiliated Person or group of unaffiliated Persons, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions to another unaffiliated Person or group of unaffiliated Persons, (iii) any direct or indirect, purchase offer, tender offer or exchange offer (by another unaffiliated Person or group of unaffiliated Persons) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property in connection with a transaction involving an unaffiliated Person or group of unaffiliated Persons, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another unaffiliated Person or group of unaffiliated Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a “Fundamental Transaction”), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the consideration (the “Alternate Consideration”) receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

a) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

b) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company (or any of its Subsidiaries) is a party, any sale or transfer of all or substantially all of its assets, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register of the Company, at least 10 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof unless otherwise consented to in writing by the Company, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, provides to the Company an opinion of counsel, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that the transfer of this Warrant does not require registration under the Securities Act.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i). Without limiting any rights of a Holder to receive Warrant Shares on a “cashless exercise” pursuant to Section 2(c), in no event shall the Company be required to net cash settle an exercise of this Warrant.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any share certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or share certificate, if mutilated, the Company will make and deliver a new Warrant or share certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or share certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding and after receipt of Shareholder Approval (and the filing of an amendment to the certificate of incorporation of the Company reflecting the Shareholder Approval to the extent needed), it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will use commercially reasonable efforts to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, intentionally avoid or intentionally seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be reasonably necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be reasonably necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares (or Alternative Consideration after a Fundamental Transaction) upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall use commercially reasonable efforts to obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) CFIUS. Notwithstanding anything to the contrary, at no time shall the Holder (a) be given rights that would allow it to control the Company; (b) have access to any material nonpublic technical information in the possession of the Company; (c) have the right to appoint any member or observer to the board of directors of the Company; or (d) be involved, other than through voting of shares, in the Company's substantive decisionmaking regarding (i) the use, development, acquisition, safekeeping, or release of sensitive personal data of U.S. citizens that the Company maintains or collects; (ii) the use, development, acquisition, or release of critical technologies; or (iii) the management, operation, manufacture, or supply of covered investment critical infrastructure, to the extent the Company at any time owns, operates, provides goods or service, or otherwise becomes involved in covered investment critical infrastructure. The terms in this paragraph are defined as they are defined in Section 721 of the U.S. Defense Production Act of 1950, as amended, and the regulations at 31 C.F.R Part 800, as they may be amended from time to time.

f) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of this Warrant shall be commenced in the state or federal courts sitting in Delaware (the "Delaware Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Delaware Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such Delaware Courts, or such Delaware Courts are improper or inconvenient venue for such proceeding. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Warrant. If any party shall commence an action or proceeding to enforce any provisions of this Warrant, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

g) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

h) Nonwaiver. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies.

i) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Exercise, shall be in writing and delivered personally, by email, or sent by a nationally recognized overnight courier service, addressed to the Company, at the address set forth above **Attention: Legal Department, Mike Beck**, email address david.beck@ff.com, or such other email address or address as the Company may specify for such purposes by notice to the Holders. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by email, or sent by a nationally recognized overnight courier service addressed to each Holder at the email address of such Holder appearing on the books of the Company, or if no such email address appears on the books of the Company. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via email at the email address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via email at the email address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

j) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

k) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to seek specific performance of its rights under this Warrant. The Company agrees that monetary damages may not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

l) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any permitted Holder from time to time of this Warrant and shall be enforceable by such Holder or holder of Warrant Shares.

m) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

n) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

o) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

By: /s/ Xuefeng Chen

Name: Xuefeng Chen

Title: Chief Executive Officer

Signature Page to Warrant

NOTICE OF EXERCISE

TO: FARADAY FUTURE INTELLIGENT ELECTRIC INC.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

lawful money of the United States; or

[if permitted] the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number:

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing warrant, execute this form and supply required information. Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, [____] all of or [_____] shares of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____ whose address is

_____.

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this “**Agreement**”), dated as of August 4, 2023, is entered into by and between FARADAY FUTURE INTELLIGENT ELECTRIC INC., a Delaware corporation (“**Company**”), and STREETERVILLE CAPITAL, LLC, a Utah limited liability company, its successors and/or assigns (“**Investor**”).

A. Company and Investor are executing and delivering this Agreement in reliance upon an exemption from securities registration afforded by the Securities Act of 1933, as amended (the “**1933 Act**”), and the rules and regulations promulgated thereunder by the United States Securities and Exchange Commission (the “**SEC**”).

B. Investor desires to purchase and Company desires to issue and sell, upon the terms and conditions set forth in this Agreement: (a) an Unsecured Convertible Senior Promissory Note, in the form attached hereto as Exhibit A, in the original principal amount of \$16,500,000.00 (the “**Note**”), convertible into Class A Common Stock, \$0.0001 par value per share, of Company (the “**Common Stock**”), upon the terms and subject to the limitations and conditions set forth in such Note; and (b) a Common Stock Purchase Warrant (the “**Warrant**”) in substantially the form attached hereto as Exhibit B.

C. This Agreement, the Note, the Warrant and all other certificates, documents, agreements, resolutions and instruments delivered to any party under or in connection with this Agreement, as the same may be amended from time to time, are collectively referred to herein as the “**Transaction Documents**”.

D. For purposes of this Agreement: “**Conversion Shares**” means all shares of Common Stock issuable upon conversion of all or any portion of the Note; “**Warrant Shares**” means all shares of Common Stock issuable upon exercise of the Warrant; and “**Securities**” means the Note, the Conversion Shares, the Warrant and the Warrant Shares.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Investor hereby agree as follows:

1. Purchase and Sale of Securities.

1.1. Purchase of Securities. Company shall issue and sell to Investor and Investor shall purchase from Company the Securities. In consideration thereof, Investor shall pay the Purchase Price (as defined below) to Company via wire transfer of immediately available funds.

1.2. Closing Date. The date of the issuance and sale of the Note and Warrant pursuant to this Agreement (the “**Closing Date**”) shall be the date of the satisfaction (or written waiver) of the conditions set forth in Section 5 and Section 6 below. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall occur on the Closing Date by means of the exchange by email of signed .pdf documents, but shall be deemed for all purposes to have occurred at the offices of Hansen Black Anderson Ashcraft PLLC in Lehi, Utah.

1.3. Purchase Price. The Note carries an original issue discount of \$1,500,000.00 (the “**OID**”). In addition, Company agrees to pay \$150,000.00 to Investor to cover Investor’s legal fees and other transaction costs incurred in connection with the purchase and sale of the Note (the “**Transaction Expense Amount**”). The OID will be included in the initial principal balance of the Note and the Transaction Expense amount will be reduced from the amount funded at Closing. The “**Purchase Price**” for the Note shall be \$15,000,000.00.

1.4. Collateral for the Note. The Note shall be unsecured.

2. Investor's Representations and Warranties. Investor represents and warrants to Company that as of the Closing Date: (i) this Agreement has been duly and validly authorized; (ii) this Agreement constitutes a valid and binding agreement of Investor enforceable in accordance with its terms; and (iii) Investor is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the 1933 Act.

3. Company's Representations and Warranties. Company represents and warrants to Investor that as of the Closing Date: Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation and has the requisite corporate power to own its properties and to carry on its business as now being conducted; Company is duly qualified as a foreign corporation to do business and is in good standing in each jurisdiction where the nature of the business conducted or property owned by it makes such qualification necessary, except to the extent where failure to receive such qualification or maintain such good standing would not reasonably be expected to have a material adverse effect on the financial condition of Company; Company has registered its Common Stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), and is obligated to file reports pursuant to Section 13 or Section 15(d) of the 1934 Act; each of the Transaction Documents and the transactions contemplated hereby and thereby, have been duly and validly authorized by Company and all necessary actions have been taken; this Agreement, the Note, the Warrant, and the other Transaction Documents have been duly executed and delivered by Company and constitute the valid and binding obligations of Company enforceable in accordance with their terms; subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principals of equity; the execution and delivery of the Transaction Documents by Company, the issuance of the Securities in accordance with the terms hereof, and the consummation by Company of the other transactions contemplated by the Transaction Documents do not and will not conflict with or result in a breach by Company of any of the terms or provisions of, or constitute a default under (a) Company's formation documents or bylaws, each as currently in effect, (b) any indenture, mortgage, deed of trust, or other material agreement or instrument to which Company is a party or by which it or any of its properties or assets are bound, including, without limitation, any listing agreement for the Common Stock, or (c) any existing applicable law, rule, or regulation or any applicable decree, judgment, or order of any court, United States federal, state or foreign regulatory body, administrative agency, or other governmental body having jurisdiction over Company or any of Company's properties or assets; no further authorization, approval or consent of any court, governmental body, regulatory agency, self-regulatory organization, or stock exchange or market or the stockholders or any lender of Company is required to be obtained by Company for the issuance of the Securities to Investor or the entering into of the Transaction Documents, other than (a) any stockholder approval necessary for Company to issue shares of Common Stock in excess of 19.99% of the shares then issued and outstanding and (b) such as have been obtained; Company has filed all reports, schedules, forms, statements and other documents required to be filed by Company with the SEC under the 1934 Act on a timely basis or has received a valid extension of such time of filing and has filed any such report, schedule, form, statement or other document prior to the expiration of any such extension; except as previously disclosed in the Company's periodic filings with the SEC under the 1934 Act, there is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending or, to the knowledge of Company, threatened against or affecting Company before or by any governmental authority or non-governmental department, commission, board, bureau, agency or instrumentality or any other person, wherein an unfavorable decision, ruling or finding would have a material adverse effect on Company or which would adversely affect the validity or enforceability of, or the authority or ability of Company to perform its obligations under, any of the Transaction Documents; Company has not consummated any material financing transaction that has not been disclosed in a periodic filing or current report with the SEC under the 1934 Act; Company is not, nor has it been at any time in the previous twelve (12) months, a "Shell Company," as such type of "issuer" is described in Rule 144(i)(1) under the 1933 Act; with respect to any commissions, placement agent or finder's fees or similar payments that will or would become due and owing by Company to any person or entity as a result of this Agreement or the transactions contemplated hereby ("**Broker Fees**"), any such Broker Fees will be made in full compliance with all applicable laws and regulations and only to a person or entity that is a registered investment adviser or registered broker-dealer; Investor shall have no obligation with respect to any Broker Fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated in this subsection that may be due in connection with the transactions contemplated hereby and Company shall indemnify and hold harmless each of Investor, Investor's employees, officers, directors, stockholders, members, managers, agents, and partners, and their respective affiliates, from and against all claims, losses, damages, costs (including the costs of preparation and reasonable and documented attorneys' fees) and expenses suffered in respect of any such claimed Broker Fees; neither Investor nor any of its officers, directors, stockholders, members, managers, employees, agents or representatives has made any representations or warranties to Company or any of its officers, directors, employees, agents or representatives except as expressly set forth in the Transaction Documents and, in making its decision to enter into the transactions contemplated by the Transaction Documents, Company is not relying on any representation, warranty, covenant or promise of Investor or its officers, directors, members, managers, employees, agents or representatives other than as set forth in the Transaction Documents; Company acknowledges that the State of Delaware has a reasonable relationship and sufficient contacts to the transactions contemplated by the Transaction Documents and any dispute that may arise related thereto such that the laws and venue of the State of Delaware, as set forth more specifically in Section 12.2 below, shall be applicable to the Transaction Documents and the transactions contemplated therein; Company acknowledges that Investor is not registered as a 'dealer' under the 1934 Act; and Company has performed due diligence and background research on Investor and its affiliates and has received and reviewed the due diligence packet provided by Investor. Company, being aware of the matters and legal issues described in subsections (xvi) and (xvii) above, acknowledges and agrees that such matters, or any similar matters, have no bearing on the transactions contemplated by the Transaction Documents and covenants and agrees it will not use any such information or legal theory as a defense to performance of its obligations under the Transaction Documents or in any attempt to avoid, modify, reduce, rescind or void such obligations.

4. Company Covenants. Until all of Company's obligations under the Note are paid and performed in full, or within the timeframes otherwise specifically set forth below, Company will use reasonable best efforts at all times to comply with the following covenants: Company will timely file on the applicable deadline all reports required to be filed with the SEC pursuant to Sections 13 or 15(d) of the 1934 Act, and will take all reasonable action under its control to ensure that adequate current public information with respect to Company, as required in accordance with Rule 144 of the 1933 Act, is publicly available, and will not terminate its status as an issuer required to file reports under the 1934 Act even if the 1934 Act or the rules and regulations thereunder would permit such termination; the Common Stock shall be listed or quoted for trading on NYSE, NYSE American or Nasdaq; trading in Company's Common Stock will not be suspended, halted, chilled, frozen, reach zero bid or otherwise cease trading on Company's principal trading market; and Company will not enter into any agreement or otherwise agree to any covenant, condition, or obligation that locks up, restricts in any way or otherwise prohibits Company: (a) from entering into a variable rate transaction with Investor or any affiliate of Investor, or (b) from issuing Common Stock, preferred stock, warrants, convertible notes, other debt securities, or any other Company securities to Investor or any affiliate of Investor.

5. Conditions to Company's Obligation to Sell. The obligation of Company hereunder to issue and sell the Securities to Investor at the Closing is subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

5.1. Investor shall have executed this Agreement and delivered the same to Company.

5.2. Investor shall have delivered the Purchase Price to Company.

5.3. Investor shall have delivered all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations.

6. Conditions to Investor's Obligation to Purchase. The obligation of Investor hereunder to purchase the Securities at the Closing is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided that these conditions are for Investor's sole benefit and may be waived by Investor at any time in its sole discretion:

6.1. Company shall have executed this Agreement, the Note and the Warrant and delivered the same to Investor.

6.2. Company shall have delivered to Company's transfer agent (the "**Transfer Agent**") an executed Irrevocable Letter of Instructions to Transfer Agent (the "**TA Letter**") substantially in the form attached hereto as Exhibit C acknowledged and agreed to in writing by Investor.

6.3. Company shall have delivered to Investor a fully executed Officer's Certificate substantially in the form attached hereto as Exhibit D evidencing Company's approval of the Transaction Documents.

6.4. Company shall have delivered to Investor a fully executed Share Issuance Resolution substantially in the form attached hereto as Exhibit E to be delivered to the Transfer Agent.

7. Reservation of Shares. On the date hereof, Company will reserve with its Transfer Agent 25,000,000 shares of Common Stock from its authorized and unissued Common Stock to provide for all issuances of Common Stock under the Note (the “**Share Reserve**”). On September 8, 2023 and from time to time thereafter until the Note is paid in full, Company covenants and agrees to add additional shares of Common Stock to the Share Reserve with the Transfer Agent in increments of 1,000,000 shares as and when requested by Investor if the number of shares held in the Share Reserve is less than two (2) times the number of shares of Common Stock Investor would be entitled to receive upon conversion of all interest under the Note (including any Make-Whole Amount (as defined in the Note)) (“**Excess Interest Shares**”) plus two (2) times the number of shares Investor would be entitled to receive upon conversion of all principal under the Note (“**Excess Principal Shares**”, together with the Excess Interest Shares, the “**Excess Shares**”); provided that Company may instruct the Transfer Agent to return any Excess Shares to Company from the Share Reserve that are in excess of two and a half (2.5) times the number of shares required to convert the remaining principal and interest (at the Make-Whole Amount) of the Note in full following each conversion exercised by Investor. The foregoing right to reduce the number of shares in the Share Reserve will be exercisable by Company for three (3) Trading Days following the delivery of the applicable Conversion Shares and will be calculated using the Closing Trade Price on the date the Conversion Shares are delivered to Investor and subject to Investor’s approval (not to be unreasonably withheld) regarding the calculation of the number of shares to be released from the Share Reserve.

8. Optional Purchase of Additional Notes and Warrants. Investor has the option upon written notice to Company to purchase from time to time in one or more tranches for twelve (12) months from the Closing Date, up to \$7,500,000 in aggregate (or \$15,000,000 in aggregate with Company’s consent) in additional convertible senior unsecured notes and warrants on the same terms as the Note and Warrant, and each time such option to purchase is exercised, Company shall issue to Investor an additional convertible senior unsecured note and warrant on the same terms as the Note and the Warrant (any additional notes together with the Note, the “**Notes**”).

9. Participation in Future Financings.

9.1. From the Closing Date until the date that is the five-year anniversary of the Closing Date, upon any issuance by Company or any of its subsidiaries of Common Stock or Common Stock equivalents for cash consideration, indebtedness or a combination of units thereof other than (1) an Exempt Issuance (as defined in the Note) or (2) Excluded Stock (as defined in the Warrant) or (3) an issuance of Common Stock or Common Stock equivalents under or in connection with (i) that certain Securities Purchase Agreement, dated as of August 14, 2022 (as the same has been amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among Company, the financial institutions or other entities from time to time party thereto as purchasers and FF Simplicity Ventures LLC as agent thereunder (the “**Secured SPA**”) and (ii) that certain Securities Purchase Agreement, dated as of May 8, 2023 (as the same has been amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among Company and the financial institutions or other entities from time to time party thereto as purchasers (the “**Unsecured SPA**”), following a “Subsequent Financing” as defined in the Secured SPA or Unsecured SPA, as applicable (a “**Subsequent Financing**”), if Investor then owns at least \$7,500,000 principal amount of Notes (when aggregated with any affiliates of Investor) then Investor shall have the right to participate in up to an amount of the Subsequent Financing equal to an amount of the Subsequent Financing such that Investor’s ownership of Company (assuming conversion of the Notes and ignoring for such purpose any conversion or exercise limitations included in the Notes) remains the same immediately following such Subsequent Financing as its ownership immediately prior to such Subsequent Financing on the same terms, conditions and price provided for in the Subsequent Financing subject to this Section 9.1.

9.2. At least ten (10) days prior to the closing of the Subsequent Financing, Company shall deliver to Investor a written notice of its intention to effect a Subsequent Financing (“**Pre-Notice**”), which Pre-Notice shall ask Investor if it wants to review the details of such financing (such additional notice, a “**Subsequent Financing Notice**”). Upon the request of Investor, and only upon a request by Investor, for a Subsequent Financing Notice, Company shall promptly, but no later than three (3) days after such request, deliver a Subsequent Financing Notice to Investor. The Subsequent Financing Notice shall describe in reasonable detail the proposed terms of such Subsequent Financing, the amount of proceeds intended to be raised thereunder and the person or persons through or with whom such Subsequent Financing is proposed to be effected and shall include a term sheet or similar document relating thereto as an attachment.

9.3. If Investor desires to participate in such Subsequent Financing it must provide written notice to Company by not later than 5:30 p.m. (New York City time) on the seventh (7th) day after its receipt of the Subsequent Financing Notice that Investor is willing to participate in the Subsequent Financing, the amount of Investor's participation, and representing and warranting that Investor has such funds ready, willing, and available for investment on the terms set forth in the Subsequent Financing Notice. If Company receives no such notice from Investor as of such seventh (7th) day, Investor shall be deemed to have notified Company that it does not elect to participate.

10. Most Favored Nation. So long as the Note is outstanding, upon any issuance by Company of any security with a More Favorable Term (as defined below), or amendment, waiver or adjustment to any existing security that results in the granting of a More Favorable Term, then Company shall notify Investor and such More Favorable Term, at Investor's option, will become a part of the Transaction Documents for the benefit of Investor. Additionally, if Company fails to notify Investor of any such More Favorable Term, but Investor becomes aware that Company has granted such a term to any third party, Investor may notify Company and such More Favorable Term will become a part of the Transaction Documents retroactive to the date on which such More Favorable Term was granted to the applicable third party. As used herein, "**More Favorable Term**" means a: (i) lower Floor Price (as defined in the Note); (ii) more favorable formula for calculating the Make-Whole Amount, including, but not limited to, a longer Maturity Date (as defined in the Note) or a higher interest rate; provided that a component or components of a make-whole formula being more favorable than the Make-Whole Amount does not trigger this clause (ii) unless the overall formula is more favorable; (iii) more favorable anti-dilution provision; or (iv) more favorable provision relating to the OID.

11. No Shorting. During the period beginning on the Closing Date and ending on the date the Note has been repaid in full or sold by Investor to a third party that is not an affiliate of Investor, neither Investor nor any of its subsidiaries, directors, officers, employees or other affiliates will directly or indirectly engage in any open market Short Sales (as defined below) of the Common Stock; *provided; however*, that unless and until Company has affirmatively demonstrated by the use of specific evidence that Investor is engaging in open market Short Sales, Investor shall be assumed to be in compliance with the provisions of this Section 11 and Company shall remain fully obligated to fulfill all of its obligations under the Transaction Documents; and provided, further, that (i) Company shall under no circumstances be entitled to request or demand that Investor either (A) provide trading or other records of Investor or of any party or (B) affirmatively demonstrate that Investor or any other party has not engaged in any such Short Sales in breach of these provisions as a condition to Company's fulfillment of its obligations under any of the Transaction Documents, (ii) Company shall not assert Investor's or any other party's failure to demonstrate such absence of such Short Sales or provide any trading or other records of Investor or any other party as all or part of a defense to any breach of Company's obligations under any of the Transaction Documents, and (iii) Company shall have no setoff right with respect to any such Short Sales. As used herein, "**Short Sale**" has the meaning provided in Rule 200 promulgated under Regulation SHO under the 1934 Act, and all short positions effected through any direct or indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), or sales or other short transactions through non-U.S. broker-dealers or foreign regulated brokers.

12. Miscellaneous. The provisions set forth in this Section 12 shall apply to this Agreement, as well as all other Transaction Documents as if these terms were fully set forth therein; provided, however, that in the event there is a conflict between any provision set forth in this Section 12 and any provision in any other Transaction Document, the provision in such other Transaction Document shall govern.

12.1. Governing Law. **THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.**

12.2. Forum. EACH PARTY HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE COURT SITTING IN DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, IN ANY DISPUTE, ACTION, LITIGATION OR PROCEEDING RELATING IN ANY WAY TO ANY TRANSACTION DOCUMENTS, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.11. A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by applicable law.

12.3. Jury Waiver. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT, OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT SUCH PARTY IS KNOWINGLY AND VOLUNTARILY WAIVING SUCH PARTY'S RIGHT TO DEMAND TRIAL BY JURY.

12.4. Specific Performance. Company acknowledges and agrees that Investor may suffer irreparable harm in the event that Company fails to perform any material provision of this Agreement or any of the other Transaction Documents in accordance with its specific terms. It is accordingly agreed that Investor shall be entitled to one or more injunctions to prevent or cure breaches of the provisions of this Agreement or such other Transaction Document and to enforce specifically the terms and provisions hereof or thereof, this being in addition to any other remedy to which Investor may be entitled under the Transaction Documents, at law or in equity. Company specifically acknowledges that Investor's right to obtain specific performance constitutes bargained for leverage and that the loss of such leverage would result in irreparable harm to Investor. For the avoidance of doubt, in the event Investor seeks to obtain an injunction from a court against Company or specific performance of any provision of any Transaction Document, such action shall not be a waiver of any right of Investor under any Transaction Document, at law, or in equity, including without limitation its rights to litigate any Claim pursuant to the terms of the Transaction Documents, nor shall Investor's pursuit of an injunction prevent Investor, under the doctrines of claim preclusion, issues preclusion, res judicata or other similar legal doctrines, from pursuing other Claims in the future in a separate litigation.

12.5. Calculation Disputes. In the case of a dispute as to any determination or arithmetic calculation under the Transaction Documents, including without limitation, calculating the Outstanding Balance, Redemption Conversion Price, Conversion Shares (as defined in the Note), or VWAP (as defined in the Note) (each, a "**Calculation**"), Company or Investor (as the case may be) shall submit any disputed Calculation via email or facsimile with confirmation of receipt (i) within two (2) Trading Days after receipt of the applicable notice giving rise to such dispute to Company or Investor (as the case may be) or (ii) if no notice gave rise to such dispute, at any time after Investor learned of the circumstances giving rise to such dispute. If Investor and Company are unable to agree upon such Calculation within two (2) Trading Days of such disputed Calculation being submitted to Company or Investor (as the case may be), then Investor will promptly submit via email or facsimile the disputed Calculation an independent, nationally recognized investment bank or accounting firm mutually agreed upon by Investor and Company (the "**Calculating Party**"). Investor shall cause the Calculating Party to perform the Calculation and notify Company and Investor of the results no later than ten (10) Trading Days from the time it receives such disputed Calculation. The Calculating Party's determination of the disputed Calculation shall be binding upon all parties absent demonstrable error. The Calculating Party's fee for performing such Calculation shall be paid by the incorrect party, or if both parties are incorrect, by the party whose Calculation is furthest from the correct Calculation as determined by the Calculating Party.

12.6. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.7. Headings. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

12.8. Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

12.9. Entire Agreement. This Agreement, together with the other Transaction Documents, contains the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither Company nor Investor makes any representation, warranty, covenant or undertaking with respect to such matters. For the avoidance of doubt, all prior term sheets or other documents between Company and Investor, or any affiliate thereof, related to the transactions contemplated by the Transaction Documents (collectively, "**Prior Agreements**"), that may have been entered into between Company and Investor, or any affiliate thereof, are hereby null and void and deemed to be replaced in their entirety by the Transaction Documents. To the extent there is a conflict between any term set forth in any Prior Agreement and the term(s) of the Transaction Documents, the Transaction Documents shall govern.

12.10. Amendments. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by both parties hereto.

12.11. Notices. Any notice required or permitted hereunder shall be given in writing (unless otherwise specified herein) and shall be deemed effectively given on the earliest of: (i) the date delivered, if delivered by personal delivery as against written receipt therefor or by email to an executive officer named below or such officer's successor, or by facsimile (with successful transmission confirmation which is kept by sending party), (ii) the earlier of the date delivered or the third Trading Day after deposit, postage prepaid, in the United States Postal Service by certified mail with receipt confirmation, or (iii) the earlier of the date delivered or the third Trading Day after mailing by express courier with receipt confirmation, with delivery costs and fees prepaid, in each case, addressed to each of the other parties thereunto entitled at the following addresses (or at such other addresses as such party may designate by five (5) calendar days' advance written notice similarly given to each of the other parties hereto):

If to Company:

Faraday Future Intelligent Electric Inc.
Attn: Xuefeng Chen, CEO
18455 South Figueroa Street
Gardena, California 90248

If to Investor:

Streeterville Capital, LLC
Attn: John Fife
303 East Wacker Drive, Suite 1040
Chicago, Illinois 60601

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

Hansen Black Anderson Ashcraft PLLC
Attn: Jonathan Hansen
3051 West Maple Loop Drive, Suite 325
Lehi, Utah 84043

12.12. Successors and Assigns. This Agreement or any of the severable rights and obligations inuring to the benefit of or to be performed by Investor hereunder may be assigned by Investor to its affiliates, in whole or in part, without the need to obtain Company's consent thereto. Company may not assign its rights or obligations under this Agreement or delegate its duties hereunder, whether directly or indirectly, without the prior written consent of Investor, and any such attempted assignment or delegation shall be null and void.

12.13. Survival. The representations and warranties of Company and the agreements and covenants set forth in this Agreement shall survive the Closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of Investor. Company agrees to indemnify and hold harmless Investor and all its officers, directors, employees, attorneys, and agents for loss or damage arising as a result of or related to any breach or alleged breach by Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of reasonable and documented expenses as they are incurred, other than any claims, losses, damages, costs and expenses arising out of the bad faith, gross negligence or willful misconduct of (or material violation of the Agreement and the related documents by) the Investor and/or its officers, directors, employees, attorneys, and agents.

12.14. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

12.15. Investor's Rights and Remedies Cumulative. All rights, remedies, and powers conferred in this Agreement and the Transaction Documents are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Investor may have, whether specifically granted in this Agreement or any other Transaction Document, or existing at law, in equity, or by statute, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Investor may deem expedient.

12.16. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

12.17. Time is of the Essence. Time is expressly made of the essence with respect to each and every provision of this Agreement and the other Transaction Documents.

12.18. Voluntary Agreement. Company has carefully read this Agreement and each of the other Transaction Documents and has asked any questions needed for Company to understand the terms, consequences and binding effect of this Agreement and each of the other Transaction Documents and fully understand them. Company has had the opportunity to seek the advice of an attorney of Company's choosing, or has waived the right to do so, and is executing this Agreement and each of the other Transaction Documents voluntarily and without any duress or undue influence by Investor or anyone else.

12.19. Document Imaging. Investor shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Company's loans, including, without limitation, this Agreement and the other Transaction Documents, and Investor may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Investor produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Investor is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, emailed, or other imaged copy of this Agreement or any other Transaction Document shall be deemed to be of the same force and effect as the original manually executed document.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned Investor and Company have caused this Agreement to be duly executed as of the date first above written.

INVESTOR:

STREETERVILLE CAPITAL, LLC

By: /s/ John M. Fife
John M. Fife, President

COMPANY:

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

By: /s/ Xuefeng Chen
Xuefeng Chen, CEO

[Signature Page to Securities Purchase Agreement]

ATTACHED EXHIBITS:

Exhibit A	Note
Exhibit B	Warrant
Exhibit C	Irrevocable Transfer Agent Instructions
Exhibit D	Officer's Certificate
Exhibit E	Share Issuance Resolution

UNSECURED CONVERTIBLE SENIOR PROMISSORY NOTE

August 4, 2023

U.S. \$16,500,000.00

FOR VALUE RECEIVED, FARADAY FUTURE INTELLIGENT ELECTRIC INC., a Delaware corporation (“**Borrower**”), promises to pay to STREETERVILLE CAPITAL, LLC, a Utah limited liability company, or its successors or assigns (“**Lender**”), \$16,500,000.00 and any interest, fees, charges, and late fees accrued hereunder on the date that is six (6) years from the Effective Date (as defined below) (the “**Maturity Date**”) in accordance with the terms set forth herein. This Unsecured Convertible Senior Promissory Note (this “**Note**”) is issued and made effective as of the date set forth above (the “**Effective Date**”). This Note is issued pursuant to that certain Securities Purchase Agreement dated August 4, 2023, as the same may be amended from time to time, by and between Borrower and Lender (the “**Purchase Agreement**”). Certain capitalized terms used herein are defined in Attachment 1 attached hereto and incorporated herein by this reference.

This Note carries an original issue discount of \$1,500,000.00 (“**OID**”). In addition, Borrower agrees to pay \$150,000.00 to Lender to cover Lender’s legal fees and other transaction costs incurred in connection with the purchase and sale of this Note (the “**Transaction Expense Amount**”). The OID is included in the initial principal balance of this Note and is deemed to be fully earned and non-refundable as of the Purchase Price Date and the Transaction Expense Amount was reduced from the amount funded at closing. The Purchase Price (as defined in the Purchase Agreement) shall be payable as set forth in the Purchase Agreement.

1. Payment; Prepayment; Security.

1.1. Payment. All payments owing hereunder shall be in lawful money of the United States of America or Conversion Shares (as defined below), as provided for herein, and delivered to Lender at the address or bank account furnished to Borrower for that purpose. All payments shall be applied first to (a) costs of collection, if any, then to (b) fees and charges, if any, then to (c) accrued and unpaid interest, and thereafter, to (d) principal.

1.2. Prepayment. Borrower may, from time to time, prepay the principal amount owing under the Note at premium equal to ten (10%) from the Effective Date to the first anniversary, a premium equal to five percent (5%) from first anniversary to the second anniversary and zero percent (0%) thereafter. To make a prepayment, Borrower must (i) provide at least fifteen (15) days’ prior written notice to Lender of such prepayment and deliver to Lender an appropriately completed payment notification, and (ii) accompany such prepayment with the payment of any interest Make-Whole Amount (as defined below) as set forth in this Note. During the 15-day period following receipt of a prepayment notice, Lender will still be entitled to exercise its conversion rights hereunder. Notwithstanding the foregoing, any premium payable pursuant to this Section 1.2 shall only be applicable to optional prepayments elected by Borrower (and, for the avoidance of doubt, any mandatory prepayments upon acceleration shall not be subject to any such prepayment premium).

1.3. Treatment of Obligations. All obligations under this Note including those to pay principal of and interest (including post-petition interest, whether or not allowed as a claim under bankruptcy or similar laws) on this Note and other obligations, and fees and expenses in connection therewith, shall constitute “Senior Indebtedness” or similar term relating to the obligations and all such obligations shall be entitled to the benefits of the subordination provisions created by any subordination agreement subordinating any debt permitted hereunder to the obligations in accordance with the terms hereof.

2. Interest.

2.1. Borrower shall pay interest to Lender on the aggregate unconverted and then outstanding principal amount of this Note (including any Make-Whole Amount payable upon conversion or prepayment of this Note) at the rate of ten percent (10%) per annum, payable on each Conversion Date (as defined below) and on the Maturity Date (each such date, an “**Interest Payment Date**”) (if any Interest Payment Date is not a Trading Day, then the applicable payment shall be due on the next Trading Day), in cash or, at Borrower’s option, in duly authorized, validly issued, fully paid and non-assessable shares of Common Stock (the “**Interest Conversion Shares**”) at the Interest Conversion Rate (the dollar amount to be paid in shares, the “**Interest Share Amount**”) or a combination thereof; provided, however, that payment in shares of Common Stock may only occur if (i) all of the Equity Conditions have been met (unless waived by Lender in writing) on the applicable Interest Payment Date (the “**Interest Notice Period**”) and through and including the date such shares of Common Stock are actually issued to Lender, (ii) Borrower shall have given Lender notice in accordance with the notice requirements set forth below (other than the Make-Whole Amount which shall require notice from Borrower within three (3) Trading Days of a Conversion Notice), and (iii) as to any Interest Share Amount, the effective rate of interest shall be calculated at fifteen percent (15%) per annum. Notwithstanding anything to the contrary, during any periods that the Note is outstanding and an Event of Default is occurring, the interest rate shall be fifteen percent (15%) per annum if paid in cash only and eighteen (18%) if paid in cash and stock otherwise as set forth above.

2.2. Subject to the terms and conditions herein, the decision whether to pay interest hereunder in cash, shares of Common Stock or a combination thereof shall be at the sole discretion of Borrower. Prior to the commencement of any Interest Notice Period, Borrower shall deliver to Lender a written notice of its election to pay interest hereunder on the applicable Interest Payment Date either in cash, shares of Common Stock or a combination thereof (other than with respect to any Make-Whole Amount payment which election shall be made within three (3) Trading Days of the applicable Conversion Date). During any Interest Notice Period (or after the election is made in connection with a Make-Whole Amount payment), Borrower’s election (whether specific to an Interest Payment Date or continuous) shall be irrevocable as to such Interest Payment Date. Subject to the aforementioned conditions, failure to timely deliver such written notice to Lender shall be deemed an election by Borrower to pay the interest on such Interest Payment Date in cash.

2.3. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30 calendar day periods, and shall accrue daily commencing on the Effective Date until payment in full of the outstanding principal, together with all accrued and unpaid interest, liquidated damages and other amounts which may become due hereunder, has been made. Payment of interest in shares of Common Stock (other than the Interest Conversion Shares issued prior to an Interest Notice Period) shall otherwise occur pursuant to Section 3 herein and, solely for purposes of the payment of interest in shares, the Interest Payment Date shall be deemed the Conversion Date. Interest shall cease to accrue with respect to any principal amount converted, provided that, Borrower actually delivers the Conversion Shares within the time period required by Section 9 herein.

2.4. All overdue accrued and unpaid interest to be paid hereunder shall entail a late fee at an interest rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by applicable law (the “**Late Fees**”) which shall accrue daily from the date such interest is due hereunder through and including the date of actual payment in full. Notwithstanding anything to the contrary contained herein, if, on any Interest Payment Date Borrower has elected to pay accrued interest in the form of Common Stock but Borrower is not permitted to pay accrued interest in Common Stock because it fails to satisfy the conditions for payment in Common Stock set forth in Section 2(a) herein, then, at the option of Lender, Borrower, in lieu of delivering either shares of Common Stock pursuant to this Section 2 or paying the interest payment in cash, shall deliver, within three (3) Trading Days of each applicable Interest Payment Date, an amount in cash equal to the product of (x) the number of shares of Common Stock otherwise deliverable to Lender in connection with the payment of interest due on such Interest Payment Date multiplied by (y) the highest VWAP during the period commencing on the Interest Payment Date and ending on the Trading Day prior to the date such payment is actually made.

3. Conversions.

3.1. Voluntary Conversion. At any time until this Note is no longer outstanding, subject to Section 11 and Section 12, this Note shall be convertible, in whole or in part, into shares of Common Stock at the option of Lender, at any time and from time to time (subject to the conversion limitations set forth in Section 11 and Section 12 hereof) (each a “**Conversion**”); provided that Lender shall not effect any conversions requiring more than 25,000,000 Conversion Shares prior to September 8, 2023. Lender shall effect conversions by delivering to Borrower a Conversion Notice, the form of which is attached hereto as Exhibit A (each, a “**Conversion Notice**”), specifying therein the principal amount of this Note to be converted, the Make-Whole Amount and the date on which such Conversion shall be effected (such date, the “**Conversion Date**”). If no Conversion Date is specified in a Conversion Notice, the Conversion Date shall be the date that such Conversion Notice is deemed delivered hereunder. No ink-original Conversion Notice shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Conversion Notice form be required. To effect conversions hereunder, Lender shall not be required to physically surrender this Note to Borrower unless the entire principal amount of this Note, plus all accrued and unpaid interest thereon, has been so converted in which case Lender shall surrender this Note as promptly as is reasonably practicable after such conversion without delaying Borrower’s obligation to deliver the shares on the applicable Delivery Date (as defined below). Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Note in an amount equal to the applicable conversion. Lender and Borrower shall maintain records showing the principal amount(s) converted and the date of such conversion(s). **Lender, and any assignee by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note may be less than the amount stated on the face hereof.**

3.2. Conversion Price. The conversion price in effect on any Conversion Date shall be \$0.8925 subject to adjustment as set forth herein (the “**Conversion Price**”).

3.3. Mechanics of Conversion. The number of shares issuable upon a conversion hereunder shall be determined by the quotient obtained by dividing the outstanding principal amount of this Note to be converted by the Conversion Price (such shares, the “**Principal Conversion Shares**”, and together with the Interest Conversion Shares, the “**Conversion Shares**”). Additionally, on each Conversion Date, Borrower shall pay to Lender, in cash, the sum of (A) all accrued interest on this Note to date plus (B) all interest that would otherwise accrue on such principal amount of this Note if such converted principal would be held to six (6) years from the date hereof (the amount in clause (B), (the “**Make-Whole Amount**”) minus (C) 50% of the original issue discount in respect of such converted portion of this Note; provided, however, at the election of Borrower, such interest and Make-Whole Amount may be paid in a combination of cash and Common Stock, otherwise pursuant to the terms of Section 2.

4. Registration.

4.1. Initial Registration. Within fifteen (15) days from the Closing Date, Borrower will use reasonable best efforts to prepare and file with the Securities and Exchange Commission (the “**SEC**”) a registration statement on Form S-3 or, if Borrower is not then eligible to register for resale securities on Form S-3, on another appropriate form of registration statement, covering the resale of at least the Initial Required Registration Amount for an offering to be made on a continuous basis pursuant to Rule 415(a)(1)(i) (the “**Resale Registration Statement**”). Borrower will use commercially reasonable efforts to cause the Resale Registration Statement to be declared effective under the Securities Act of 1933, as amended (the “**Securities Act**”), as promptly as possible after the filing thereof, including without limitation using reasonable best efforts to respond to any comments from the SEC, and will use its commercially reasonable efforts to keep such Resale Registration Statement continuously effective under the Securities Act, and prepare and file prospectus supplements that includes any information previously omitted from the prospectus filed as part of the initial Resale Registration Statement and pre- and post-effective amendments as necessary, until the date that all of the Initial Required Registration Amount of Conversion Shares have been sold thereunder or pursuant to SEC Rule 144. Lender agrees to furnish to Borrower and provide to Borrower such information requested by Company in connection with the preparation of the Resale Registration Statement and understands that such information will be relied upon by Company in connection with the preparation or amendment of the Resale Registration Statement and the related prospectus and any amendments or supplements thereto. For the avoidance of doubt, the Conversion Shares shall be unrestricted and freely tradable (i) while a registration statement covering the resale of such shares (including the Resale Registration Statement) is effective under the Securities Act or (ii) if such shares become eligible for resale without volume or manner-of-sale restrictions and without current public information pursuant to SEC Rule 144.

4.2. Sufficient Number of Shares Registered. In the event the number of shares available under the Resale Registration Statement is insufficient to cover the Required Registration Amount, the Company shall use reasonable best efforts to amend such Resale Registration Statement (if permissible), or file with the SEC a new Resale Registration Statement (on the short form available therefor, if applicable), or both, so as to cover at least the Required Registration Amount as of the Trading Day immediately preceding the date of the filing of such amendment or new Resale Registration Statement, in each case, as soon as practicable, but in any event not later than thirty (30) days after written notice from Lender of the necessity therefor (but taking account of the position of the SEC with respect to the date on which the SEC will permit such amendment to the Resale Registration Statement and/or such new Resale Registration Statement (as the case may be) to be filed with the SEC). The Company shall use its reasonable best efforts to cause such amendment to such Resale Registration Statement and/or such new Resale Registration Statement (as the case may be) to become effective as soon as practicable following the filing thereof with the SEC. The Company shall be entitled to take into account of the position of the SEC with respect to the maximum number of shares of Common Stock which may be registered on each such Resale Registration Statement at the time of effectiveness thereof. For purposes of the foregoing provision, the number of shares available under a Resale Registration Statement shall be deemed “insufficient to cover the Required Registration Amount” if at any time the number of Conversion Shares and Warrant Shares available for resale under the applicable Resale Registration Statement is less than the Required Registration Amount as of such time.

5. Events of Default and Remedies.

5.1. Events of Default. The following are events of default under this Note (each, an “**Event of Default**”): Borrower fails to pay any principal, interest, fees, charges, or any other amount when due and payable hereunder and such breach is not remedied or waived within three (3) days; a receiver, trustee or other similar official shall be appointed over Borrower or a material part of its assets and such appointment shall not be dismissed or discharged within sixty (60) days; Borrower makes a general assignment for the benefit of creditors; Borrower files a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); an involuntary bankruptcy proceeding is commenced or filed against Borrower; Borrower fails to timely establish and maintain the Share Reserve (as defined in the Purchase Agreement); Borrower fails to deliver any Conversion Shares with a value of at least \$750,000 in accordance with the terms hereof, and subject to the limitations set forth in Section 10; any money judgment, writ or similar process is entered or filed against Borrower or any subsidiary of Borrower or any of its property or other assets for more than \$5,000,000.00, and shall remain unvacated, unbonded or unstayed for a period of sixty (60) calendar days unless otherwise consented to by Lender; Borrower or any subsidiary of Borrower, breaches any covenant or other term or condition contained in any Other Agreements in any material respect and such breach is not remedied or waived within thirty (30) days after receipt of written notice thereof from Lender to Borrower; Borrower defaults or otherwise fails to observe or perform any covenant, obligation, condition or agreement of Borrower contained herein or in any other Transaction Document (as defined in the Purchase Agreement) (other than the registration obligations set forth in Section 4 above) in any material respect and such default or failure is not remedied or waived within thirty (30) days after receipt of written notice thereof from Lender to Borrower; any representation, warranty or other statement made or furnished by or on behalf of Borrower to Lender herein, in any Transaction Document, or otherwise in connection with the issuance of this Note is false, incorrect, incomplete or misleading in any material respect when made or furnished and, to the extent capable of being cured, such incorrect representation, warranty or other statement shall remain incorrect in any material respect for a period of thirty (30) days after receipt of written notice thereof from Lender to Borrower; Borrower fails to comply with its registration obligations set forth in Section 4 above and such failure is not remedied or waived within ten (10) days after receipt of written notice thereof from Lender to Borrower; or Borrower fails deliver to Lender a fully executed Transfer Agent Letter (substantially in the form as Exhibit C to the Purchase Agreement), including the transfer agent’s signature, on or before August 15, 2023 or such later date as agreed by Lender.

5.2. Default Remedies. At any time and from time to time following the occurrence of any Event of Default, Lender may accelerate this Note by written notice to Borrower, with the outstanding principal plus the Make Whole Amount becoming immediately due and payable in cash. Notwithstanding the foregoing, upon the occurrence of any Event of Default described in clauses (b) – (e) of Section 5.1, an Event of Default will be deemed to have occurred and the outstanding principal plus the Make Whole Amount as of the date of the occurrence of such Event of Default shall become immediately and automatically due and payable in cash, without any written notice required by Lender. At any time following the occurrence of any Event of Default, upon written notice given by Lender to Borrower, interest shall accrue on the outstanding principal plus the Make Whole Amount beginning on the date the applicable Event of Default occurred at an interest rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted under applicable law (“**Default Interest**”). For the avoidance of doubt, Lender may continue making Conversions at any time following an Event of Default until such time as the outstanding principal is paid in full. In connection with acceleration described herein, Lender need not provide, and Borrower hereby waives, any presentment, demand, protest or other notice of any kind, and Lender may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Lender at any time prior to payment hereunder and Lender shall have all rights as a holder of the Note until such time, if any, as Lender receives full payment pursuant to this Section 5.2. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon. Nothing herein shall limit Lender’s right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to Borrower’s failure to timely deliver Conversion Shares upon Conversion of the Note as required pursuant to the terms hereof.

6. Unconditional Obligation; No Offset. Borrower acknowledges that this Note is an unconditional, valid, binding and enforceable obligation of Borrower not subject to offset, deduction or counterclaim of any kind. Borrower hereby waives any rights of offset it now has or may have hereafter against Lender, its successors and assigns, and agrees to make the payments or Conversions called for herein in accordance with the terms of this Note.

7. Waiver. No waiver of any provision of this Note shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

8. Rights Upon Issuance of Securities.

8.1. Subsequent Equity Sales. If Borrower at any time this Note is outstanding, shall sell, issue or grant any Common Stock, option to purchase Common Stock, right to reprice, preferred shares convertible into Common Stock, debt, warrants, options or other instruments or securities which are convertible into or exercisable or exchangeable for Common Stock to Lender or any third party (collectively, the “**Equity Securities**”), other than Exempt Issuances, at an effective price per share less than the then effective Conversion Price (such issuance is referred to herein as a “**Dilutive Issuance**”), then, the Conversion Price shall be automatically reduced and only reduced to equal such lower effective price per share. Other than with respect to Exempt Issuances, if the party receiving any Equity Securities so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options, or rights per share which are issued in connection with such Dilutive Issuance, be entitled to receive Common Stock at an effective price per share that is less than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price on the date of such Dilutive Issuance, and the then effective Conversion Price shall be reduced and only reduced to equal such lower effective price per share. Such adjustments described above to the Conversion Price shall be permanent (subject to additional adjustments under this section), and shall be made whenever such Equity Securities are issued. Borrower shall notify Lender, in writing, no later than the Trading Day following the issuance of any Equity Securities subject to this Section 8.1, indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price, or other pricing terms (such notice, the “**Dilutive Issuance Notice**”). Upon request from Lender, Borrower will provide the lowest price it has issued Common Stock within one (1) Trading Day of such request. For purposes of clarity, whether or not Borrower provides a Dilutive Issuance Notice pursuant to this Section 8.1, upon the occurrence of any Dilutive Issuance, on the date of such Dilutive Issuance the Conversion Price shall be lowered to equal the applicable effective price per share regardless of whether Borrower or Lender accurately refers to such lower effective price per share in any subsequent Installment Notice or Conversion Notice.

8.2. Adjustment of Conversion Price upon Subdivision or Combination of Common Stock. Without limiting any provision hereof, if Borrower at any time on or after the Effective Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision will be proportionately reduced. Without limiting any provision hereof, if Borrower at any time on or after the Effective Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination will be proportionately increased. Any adjustment pursuant to this Section 8.2 shall become effective immediately after the effective date of such subdivision or combination.

8.3. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share which Lender would otherwise be entitled to purchase upon such conversion, Borrower shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

9. Method of Conversion Share Delivery. On or before the close of business on the second (2nd) Trading Day following each date a Conversion Notice and all other items necessary to effectuate the Conversion required by Borrower's transfer agent, including, without limitation, a legal opinion and a legend removal certificate for all Conversion Shares, are delivered by Lender (the "**Delivery Date**"), Borrower shall, provided it is DWAC Eligible at such time and such Conversion Shares are eligible for delivery via DWAC, deliver or cause its transfer agent to deliver the applicable Conversion Shares electronically via DWAC to the account designated by Lender in the applicable Conversion Notice. If Borrower is not DWAC Eligible or such Conversion Shares are not eligible for delivery via DWAC, it shall deliver to Lender or its broker (as designated in the Conversion Notice), via reputable overnight courier, a certificate representing the number of shares of Common Stock equal to the number of Conversion Shares to which Lender shall be entitled, registered in the name of Lender or its designee. For the avoidance of doubt, Borrower has not met its obligation to deliver Conversion Shares by the Delivery Date unless Lender or its broker, as applicable, has actually received the certificate representing the applicable Conversion Shares no later than the close of business on the relevant Delivery Date pursuant to the terms set forth above.

10. Conversion Delays. If Borrower fails to deliver Conversion Shares within thirty (30) days of the applicable Delivery Date, Lender may at any time prior to receiving such Conversion Shares rescind in whole or in part such Conversion, with a corresponding increase to the outstanding principal (any returned amount will tack back to the Purchase Price Date for purposes of determining the holding period under Rule 144). In addition, for each Conversion, in the event that Conversion Shares are not delivered by the Delivery Date, a late fee equal to half a percent (0.5%) of the applicable Conversion Share Value rounded to the nearest multiple of \$100.00 but with a floor of \$500.00 per day will be assessed for each day after the Delivery Date until Conversion Share delivery is made; and such late fees will be added to the principal balance (such fees, the "**Conversion Delay Late Fees**"). In the event Lender elects to call an Event of Default pursuant to Section 5.2(f), then any Conversion Delay Late Fees associated with such Event of Default will automatically be waived by Lender. For the avoidance of doubt, Lender acknowledges that no Conversion Delay Late Fees will be added to the principal balance of the Note with respect to a particular failure to deliver Conversion Shares if Lender elects to call an Event of Default with respect to such failure to deliver Conversion Shares.

11. Ownership Limitation. Notwithstanding anything to the contrary contained in this Note or the other Transaction Documents, Borrower shall not effect any conversion of this Note, and Lender shall not have the right to convert any portion of this Note, to the extent that after giving effect to such conversion would cause Lender (together with its affiliates) to beneficially own a number of shares exceeding 9.99% of the number of shares of Common Stock outstanding on such date (including for such purpose the Common Stock issuable upon such issuance) (the "**Maximum Percentage**"). For purposes of this section, beneficial ownership of Common Stock will be determined pursuant to Section 13(d) of the 1934 Act. The foregoing Maximum Percentage is enforceable, unconditional and non-waivable and shall apply to all affiliates and assigns of Lender.

12. Issuance Cap. Notwithstanding anything to the contrary contained in this Note or the other Transaction Documents, Borrower and Lender agree that the total cumulative number of shares of Common Stock issued to Lender hereunder together with all other Transaction Documents may not exceed the requirements of Nasdaq Listing Rule 5635(d) (“**Issuance Cap**”), except that such limitation will not apply following Approval (as defined below). Borrower agrees to include a proposal to obtain stockholder approval of the issuance of Conversion Shares, Warrant Shares (as defined in the Purchase Agreement) and, subject to any applicable Nasdaq rules, any shares of Common Stock issuable pursuant to the note and warrant issuable in connection with the reinvestment right set forth in Section 8 of the Purchase Agreement (so long as such reinvestment is made within 90 days of the Approval) in excess of the Issuance Cap (the “**Approval**”) at the earlier of its next annual meeting of stockholders to be held in 2024 and any special meeting of stockholders called by Borrower at which at least one “routine” proposal (as determined by the New York Stock Exchange) is to be included in the proxy statement for such special meeting; provided however, that if at any time after the Effective Date and prior to the Approval, Lender submits a Conversion Notice at such time as the Issuance Cap would prohibit the conversion of less than 150% of the Conversion Shares subject to such Conversion Notice, Borrower agrees to use its reasonable best efforts to hold a special meeting of stockholders (which may also be at the annual meeting of stockholders) for the Approval within forty-five (45) days from the date of Borrower’s receipt of such Conversion Notice, and in any case, with the recommendation of Borrower’s Board of Directors that such proposal be approved, and Borrower shall solicit proxies from its stockholders in connection therewith in the same manner as all other management proposals in such proxy statement and all management-appointed proxyholders shall vote their proxies in favor of such proposal. Borrower shall use its reasonable best efforts to obtain such Approval. If Borrower does not obtain the Approval at such special meetings, Borrower shall use reasonable best efforts to hold a new special meeting within forty-five (45) days from the date of such previous special meeting to obtain such Approval. If Borrower does not obtain the Approval at the most recent special meeting or the annual meeting to be held in 2024, Borrower shall use reasonable best efforts to seek such Approval at each annual meeting thereafter (starting in 2025) until the earlier of the date the Approval is obtained, or the Notes are no longer outstanding. For avoidance of doubt, in the event the Approval is not obtained, Lender shall have no right nor be permitted to convert any portion of this Note in excess of the Issuance Cap unless Lender elects to defer the delivery of the Conversion Shares with respect to the principal conversion and receive payment of the Make-Whole Amount in cash.

13. Opinion of Counsel. In the event that an opinion of counsel is needed for conversion of this Note, Lender has the right to have any such opinion provided by its counsel.

14. Governing Law. **THIS NOTE AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.**

15. Forum. **EACH PARTY HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE COURT SITTING IN DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, IN ANY DISPUTE, ACTION, LITIGATION OR PROCEEDING RELATING IN ANY WAY TO THIS NOTE, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT’S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN THE PURCHASE AGREEMENT.** A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by applicable law.

16. Cancellation. After repayment or conversion of the entire outstanding principal, this Note shall be deemed paid in full, shall automatically be deemed canceled, and shall not be reissued.

17. Amendments. The prior written consent of both parties hereto shall be required for any change or amendment to this Note.

18. Assignments. Borrower may not assign this Note without the prior written consent of Lender. This Note and any Common Stock issued upon conversion of this Note may be offered, sold, assigned or transferred by Lender to an affiliate without the consent of Borrower.

19. Notices. Whenever notice is required to be given under this Note, unless otherwise provided herein, such notice shall be given in accordance with the subsection of the Purchase Agreement titled "Notices."

20. Liquidated Damages. Lender and Borrower agree that in the event Borrower fails to comply with any of the terms or provisions of this Note, Lender's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties' inability to predict future interest rates, future share prices, future trading volumes and other relevant factors. Accordingly, Lender and Borrower agree that any fees, balance adjustments, Default Interest or other charges assessed under this Note are not penalties but instead are intended by the parties to be, and shall be deemed, liquidated damages (under Lender's and Borrower's expectations that any such liquidated damages will tack back to the Purchase Price Date for purposes of determining the holding period under Rule 144).

21. Severability. If any part of this Note is construed to be in violation of any law, such part shall be modified to achieve the objective of Borrower and Lender to the fullest extent permitted by law and the balance of this Note shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed as of the Effective Date.

BORROWER:

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

By: /s/ Xuefeng Chen
Xuefeng Chen, CEO

ACKNOWLEDGED, ACCEPTED AND AGREED:

LENDER:

STREETERVILLE CAPITAL, LLC

By: /s/ John M. Fife
John M. Fife, President

[Signature Page to Secured Convertible Promissory Note]

ATTACHMENT 1
DEFINITIONS

For purposes of this Note, the following terms shall have the following meanings:

A1. **“Closing Bid Price”** and **“Closing Trade Price”** means the last closing bid price and last closing trade price, respectively, for the Common Stock on its principal market, as reported by Bloomberg, or, if its principal market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price (as the case may be) then the last bid price or last trade price, respectively, of the Common Stock prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if its principal market is not the principal securities exchange or trading market for the Common Stock, the last closing bid price or last trade price, respectively, of the Common Stock on the principal securities exchange or trading market where the Common Stock is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of the Common Stock in the over-the-counter market on the electronic bulletin board for the Common Stock as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for the Common Stock by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for the Common Stock as reported by OTC Markets Group, Inc., and any successor thereto. If the Closing Bid Price or the Closing Trade Price cannot be calculated for the Common Stock on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Trade Price (as the case may be) of the Common Stock on such date shall be the fair market value as mutually determined by Lender and Borrower. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

A2. **“DTC”** means the Depository Trust Company or any successor thereto.

A3. **“DTC/FAST Program”** means the DTC’s Fast Automated Securities Transfer program.

A4. **“DWAC”** means the DTC’s Deposit/Withdrawal at Custodian system.

A5. **“DWAC Eligible”** means that (a) Borrower’s Common Stock is eligible at DTC for full services pursuant to DTC’s operational arrangements, including without limitation transfer through DTC’s DWAC system; (b) Borrower has been approved (without revocation) by DTC’s underwriting department; (c) Borrower’s transfer agent is approved as an agent in the DTC/FAST Program; (d) the Conversion Shares are otherwise eligible for delivery via DWAC; and (e) Borrower’s transfer agent does not have a policy prohibiting or limiting delivery of the Conversion Shares via DWAC.

A6. **“Equity Conditions”** means, each of the days during the period in question, (a) Borrower shall have duly honored all Conversions scheduled to occur or occurring by virtue of one or more Conversion Notices, if any, after receipt of stockholder approval to increase Borrower’s authorized and uncommitted shares of Common Stock (which approval, for the avoidance of doubt, may be implemented by Borrower through a reverse stock split that increases the number of authorized shares of Borrower’s Common Stock), (b) Borrower shall have paid all liquidated damages and other amounts owing to Borrower in respect of this Note, (c)(i) there is an effective registration statement pursuant to which Borrower is permitted to utilize the prospectus thereunder to resell all of the shares of Common Stock issuable pursuant to this Note (and Borrower believes, in good faith, that such effectiveness will continue uninterrupted for the foreseeable future) or (ii) all of the Conversion Shares issuable pursuant to this Note (and shares issuable in lieu of cash payments of interest) may be resold pursuant to Rule 144 without volume or manner-of-sale restrictions or current public information requirements as determined by counsel to Borrower, (d) the Common Stock is trading on a Trading Market and all of the shares issuable pursuant to this Note are listed or quoted for trading on such Trading Market (and Borrower believes, in good faith, that trading of the Common Stock on a Trading Market will continue uninterrupted for the next five (5) Trading Days), (e) there is a sufficient number of authorized but unissued and otherwise unreserved shares of Common Stock for the issuance of all of the shares then issuable pursuant to this Note after receipt of the Approval (and the filing of an amendment to Borrower’s certificate of incorporation to reflect the Approval to the extent needed) and an effective registration statement for the applicable shares, (f) the issuance of the shares in question to Lender would not violate the limitations set forth in Section 11 and Section 12 herein, (g) there has been no public announcement of a pending or proposed Fundamental Transaction that has not been consummated, (h) Lender is not in possession of any information provided by Borrower, any of its subsidiaries, or any of their officers, directors, employees, agents or Affiliates, that constitutes, or may constitute, material non-public information and (h) there shall not have occurred any Volume Failure or Price Failure as of such applicable date of determination.

A7. **“Exempt Issuance”** means the issuance of (a) shares of Common Stock or options to employees, officers or directors of Borrower pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of the Board of Directors or a majority of the members of a committee of non-employee directors established for such purpose for services rendered to Borrower, (b) securities upon the exercise or exchange of or conversion of any securities issued hereunder and/or other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of this Note; provided that such securities have not been amended since the date of this Note to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities (other than in connection with stock splits or combinations) or to extend the term of such securities, (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of Borrower, provided that any such issuance shall only be to a person (or to the equityholders of a person) which is, itself or through its subsidiaries, an operating issuer or an owner of an asset and shall provide to Borrower additional benefits in addition to the investment of funds, but shall not include a transaction in which Borrower is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities, (d) any shares of Common Stock or securities exercisable or exchangeable for or convertible into shares of Common Stock in an aggregate amount not to exceed \$50,000,000 (excluding any Notes or the Warrants issued under the Purchase Agreement, the Secured SPA and the Unsecured SPA) after the date of this Note; provided that, with respect to this clause (d), the issuance, conversion or exercise (as applicable) price per share at the time of issuance of such Common Stock or security (as applicable) is greater than \$0.55 per share of Common Stock (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions occurring after the date hereof); (e) Equity Securities pursuant to or in connection with the Secured SPA or Unsecured SPA (as defined in the Purchase Agreement); and (f) any securities exercisable or exchangeable for or convertible into shares of Common Stock issued after the date of this Note, provided that such securities do not have a more favorable exercise price, exchange price or conversion price (other than in connection with stock splits or combinations) than the terms of this Note at the time such security is issued.

A8. **“Floor Price”** means \$0.05 (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions occurring after the date hereof) (or such lower amount as may be permitted by the principal Trading Market of the Common Stock from time to time).

A9. **“Fundamental Transaction”** means that (a) (i) Borrower, directly or indirectly, in one or more related transactions effects any merger or consolidation of Borrower with or into another unaffiliated Person or group of unaffiliated Persons, (ii) Borrower, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions to another unaffiliated Person or group of unaffiliated Persons, (iii) any direct or indirect, purchase offer, tender offer or exchange offer (by another unaffiliated Person or group of unaffiliated Persons) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) Borrower, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property in connection with a transaction involving an unaffiliated Person or group of unaffiliated Persons, or (v) Borrower, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another unaffiliated Person or group of unaffiliated Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination).

A10. **“Initial Required Registration Amount”** means the sum of (i) 150% of the initial number of Conversion Shares that would be issuable upon a full conversion of the Note as of the date of the filing of the Resale Registration Statement, and (ii) 150% of the initial number of Warrant Shares (as defined in the Warrant) that would be issuable upon a cash exercise in full pursuant to the Warrant (as defined in the Purchase Agreement) as of the date of the filing of the Resale Registration Statement.

A11. **“Interest Conversion Rate”** means the greater of (a) the Floor Price and (b) 90% of the lowest VWAP for the five (5) consecutive Trading Days ending on the Trading Day that is immediately prior to the date on which interest is paid in shares of Common Stock.

A12. “**Other Agreements**” means, collectively, all existing and future agreements and instruments between, among or by Borrower (or its subsidiary), on the one hand, and Lender (or an affiliate), on the other hand.

A13. “**Price Failure**” means, with respect to a particular date of determination, the VWAP of the Common Stock on any Trading Day during the seven (7) Trading Day period ending on the Trading Day immediately preceding such date of determination fails to exceed the Floor Price (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions occurring after the date hereof). All such determinations to be appropriately adjusted for any stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions during any such measuring period.

A14. “**Purchase Price Date**” means the date the Purchase Price is delivered by Lender to Borrower.

A15. “**Required Registration Amount**” means the sum of (i) the share of Common Stock issued or issuable pursuant to the Transaction Documents (including any issued Conversion Shares or Warrant Shares), (ii) the maximum number of Conversion Shares issuable upon a conversion pursuant to the Note and (iii) the maximum number of Warrant Shares issuable upon a cash exercise pursuant to the Warrant, in each case, as of the Trading Day immediately preceding the applicable date of determination.

A16. “**Trading Day**” means any day on which Borrower’s Trading Market is open for trading.

A17. “**Trading Market**” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing).

A18. “**Volume Failure**” means, with respect to a particular date of determination, the average dollar trading volume (as reported on Bloomberg, LP) of the Common Stock on the principal Trading Market of the Common Stock during the twenty (20) Trading Day period ending on the Trading Day immediately preceding such date of determination, is less than \$500,000 (as adjusted for any stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions occurring after the date hereof).

A19. “**VWAP**” means the volume weighted average price of the Common Stock on the principal market for a particular Trading Day or set of Trading Days, as the case may be, as reported by Bloomberg.

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EXHIBIT A

Streeterville Capital, LLC
303 East Wacker Drive, Suite 1040
Chicago, Illinois 60601

Faraday Future Intelligent Electric Inc.
Attn: Xuefeng Chen, CEO
18455 South Figueroa Street
Gardena, California 90248

Date: _____

CONVERSION NOTICE

The above-captioned Lender hereby gives notice to Faraday Future Intelligent Electric Inc., a Delaware corporation (the “**Borrower**”), pursuant to that certain Unsecured Convertible Senior Promissory Note made by Borrower in favor of Lender on August 4, 2023 (the “**Note**”), that Lender elects to convert the portion of the Note balance set forth below into fully paid and non-assessable Common Shares of Borrower as of the date of conversion specified below. Said conversion shall be based on the Conversion Price set forth below. In the event of a conflict between this Conversion Notice and the Note, the Note shall govern, or, in the alternative, at the election of Lender in its sole discretion, Lender may provide a new form of Conversion Notice to conform to the Note. Capitalized terms used in this notice without definition shall have the meanings given to them in the Note.

- A. Date of Conversion: _____
- B. Conversion #:
- C. Amount of Principal Being Converted: _____
- D. Amount of Interest Being Converted: _____
- E. Conversion Shares: _____
- F. Remaining Outstanding Principal of Note: _____ *

* Subject to adjustments for corrections, defaults, interest and other adjustments permitted by the Transaction Documents (as defined in the Purchase Agreement), the terms of which shall control in the event of any dispute between the terms of this Conversion Notice and such Transaction Documents.

Please transfer the Conversion Shares electronically (via DWAC) to the following account:

Broker: _____
DTC#: _____
Account #: _____
Account Name: _____

Address: _____

Lender:

STREETERVILLE CAPITAL, LLC

By: _____
John M. Fife, President

AMENDMENT NO. 9

August 4, 2023

Faraday Future Intelligent Electric Inc.
18455 South Figueroa Street
Gardena, California 90248
Attention: Legal Department, Mike Beck
Phone: (800) 228-7702
Email: david.beck@ff.com

Re: Amendment No. 9

Ladies and Gentlemen:

Reference is made to that certain Securities Purchase Agreement dated as of August 14, 2022 (as amended by that certain Amendment No. 1 to Securities Purchase Agreement and Convertible Senior Secured Promissory Notes, dated as of September 23, 2022, that certain Joinder and Amendment Agreement, dated as of September 25, 2022, that certain Limited Consent and Third Amendment to Securities Purchase Agreement, dated as of October 24, 2022, that certain Amendment No. 4, dated as of December 28, 2022, that certain Limited Consent and Amendment No. 5, dated as of January 25, 2023, that certain Amendment No. 6 to Securities Purchase Agreement, dated as of February 3, 2023, that certain Amendment No. 7, dated as of March 23, 2023, that certain Amendment No. 8, dated as of May 8, 2023, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “SPA”), by and among Faraday Future Intelligent Electric Inc., a Delaware corporation (the “Issuer”), FF Vitality Ventures LLC (the “FF Vitality Purchaser”), the other financial institutions or other entities from time to time parties thereto (with the FF Vitality Purchaser, each a “Purchaser” and collectively, the “Purchasers”) and FF Simplicity Ventures LLC, a Delaware limited liability company, as administrative agent and collateral agent. Capitalized terms used but not defined herein shall have the meanings set forth in the SPA. This Amendment No. 9 is referred to herein as this “Amendment No. 9”.

1. Amendments to the SPA.

The definition of “Required Minimum” as used in the SPA, shall be amended and restated to read in its entirety as follows:

““Required Minimum” means:

(a) until the earlier of (x) September 30, 2023 and (y) the earlier of (I) the Trading Day immediately following the date of consummation of a reverse stock split of the Common Stock of the Issuer and (II) the fifteenth (15th) Business Day after the Issuer shall have obtained the approval of its stockholders to increase the authorized shares of Common Stock of the Issuer (as applicable, the “Waiver Expiration Date”), zero shares of Common Stock, and

(b) immediately after the Waiver Expiration Date, the maximum aggregate number of shares of Common Stock then issued or potentially issuable in the future pursuant to the Transaction Documents, including any Underlying Shares issuable upon exercise in full of all Warrants or conversion in full of all Notes (including Underlying Shares issuable as payment of interest on the Notes), ignoring any conversion or exercise limits set forth therein.”

2. Miscellaneous.

- a. The provisions of this Amendment No. 9 shall become effective against the FF Vitality Purchaser upon the execution and delivery by the FF Vitality Purchaser of a counterpart hereto and Section 1 of this Amendment No. 9 shall be effective against all Purchasers upon the execution and delivery of the FF Vitality Purchaser and the concurrent execution and delivery by Senyun International Ltd. (the “**Senyun Purchaser**”) as party to that certain Amendment No. 10, to be dated as of the date hereof, by and between the Issuer and the Senyun Purchaser, with the FF Vitality Purchaser and the Senyun Purchaser collectively satisfying the requisite number of Purchasers necessary for the amendment in Section 1 to be effective in accordance with the terms of the SPA.
- b. In order to induce the FF Vitality Purchaser to enter into this Amendment No. 9, the Issuer hereby represents and warrants to the FF Vitality Purchaser, immediately after giving effect to this Amendment No. 9, as of the date hereof and in each case, that all material non-public information regarding the Issuer or any other Credit Party that has been disclosed to the FF Vitality Purchaser on or prior to the date hereof, has been disclosed in the Issuer’s public filings with the Commission prior to the date hereof or will be disclosed within one Business Day of such disclosure.
- c. Except as otherwise expressly provided herein, nothing contained herein shall constitute or be deemed to be a waiver or amendment of, or consent to any departure from any other term or provision in the SPA or any other Financing Document, each of which shall continue unmodified and in full force and effect, nor shall the foregoing consent and amendment constitute a course of dealing among the parties. Except as specifically set forth herein, the FF Vitality Purchaser reserves all of its rights and remedies under the SPA and the Financing Documents.
- d. On or before 8:30 a.m., New York time, on the business day immediately following this Amendment No. 9, the Issuer shall file a Current Report on Form 8-K describing all the material terms of the transactions contemplated hereby in the form required by the Securities Exchange Act of 1934, as amended, and attaching the form of this Amendment No. 9 (including all attachments, the “**8-K Filing**”). From and after the filing of the 8-K Filing, the Issuer shall have disclosed all material, non-public information (if any) provided to each Purchaser by the Issuer or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated hereby. In addition, effective upon the filing of the 8-K Filing, the Issuer acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Issuer, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and each Purchaser or any of its affiliates, on the other hand, relating to the transactions contemplated by this Amendment No. 9, shall terminate.

- e. The obligations of the FF Vitality Purchaser to this Amendment No. 9 are several and not joint with the obligations of any other holder of securities of the Issuer (each, an “**Other Holder**”), and the Purchaser party to this Amendment No. 9 shall not be responsible in any way for the performance of the obligations of any Other Holder under any other agreement by and between the Issuer and any Other Holder (each, an “**Other Agreement**”). Nothing contained herein or in any Other Agreement, and no action taken by the Purchaser party hereto pursuant to this Amendment No. 9, shall be deemed to constitute the Purchaser party hereto and Other Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that FF Vitality Purchaser and Other Holders are in any way acting in concert or as a group with respect to such obligations or any Other Agreement and the Issuer acknowledges that, to the best of its knowledge, FF Vitality Purchaser and the Other Holders are not acting in concert or as a group with respect to such obligations or any Other Agreement. The Issuer and FF Vitality Purchaser confirm that FF Vitality Purchaser has independently participated in the negotiation of the transactions contemplated hereby with the advice of its own counsel and advisors. The FF Vitality Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Amendment No. 9, and it shall not be necessary for any Other Holder to be joined as an additional party in any proceeding for such purpose.
- f. The Issuer hereby represents and warrants as of the date hereof and covenants and agrees that none of the terms offered to any Person with respect to the transactions contemplated hereby (each an “**Comparable Document**”) is or will be more favorable to such Person (other than any reimbursement of legal fees) than those of FF Vitality Purchaser and this Amendment No. 9. If, and whenever on or after the date hereof, the Issuer enters into a Comparable Document, then (i) the Issuer shall provide notice thereof to FF Vitality Purchaser promptly following the occurrence thereof and (ii) the terms and conditions of this Amendment No. 9 shall be, without any further action by FF Vitality Purchaser or the Issuer, automatically amended and modified in an economically and legally equivalent manner such that FF Vitality Purchaser shall receive the benefit of the more favorable terms and/or conditions (as the case may be) set forth in such Comparable Document, provided that upon written notice to the Issuer promptly after entrance of the Issuer into such Comparable Document, FF Vitality Purchaser may elect not to accept the benefit of any such amended or modified term or condition, in which event the term or condition contained in this Amendment No. 9 shall apply to FF Vitality Purchaser as it was in effect immediately prior to such amendment or modification as if such amendment or modification never occurred with respect to FF Vitality Purchaser.
- g. This Amendment No. 9 may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Amendment No. 9 by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.
- h. THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AMENDMENT NO. 9, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS OF SUCH STATE.

- Remainder of page intentionally blank; signature pages follow -

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 9 to be duly executed by their respective duly authorized officers on the date first written above.

ISSUER:

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

By: /s/ Xuefeng Chen

Name: Xuefeng Chen

Title: Chief Executive Officer

(Signature Page to Amendment No. 9)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 9 to be duly executed by their respective duly authorized officers on the date first written above.

PURCHASER:

FF VITALITY VENTURES LLC

By: /s/ Antonio Ruiz-Gimenez

Name: Antonio Ruiz-Gimenez

Title: Managing Partner

(Signature Page to Amendment No. 9)

AMENDMENT NO. 10

August 4, 2023

Faraday Future Intelligent Electric Inc.
18455 South Figueroa Street
Gardena, California 90248
Attention: Legal Department, Mike Beck
Phone: (800) 228-7702
Email: david.beck@ff.com

Re: Amendment No. 10

Ladies and Gentlemen:

Reference is made to that certain Securities Purchase Agreement dated as of August 14, 2022 (as amended by that certain Amendment No. 1 to Securities Purchase Agreement and Convertible Senior Secured Promissory Notes, dated as of September 23, 2022, that certain Joinder and Amendment Agreement, dated as of September 25, 2022, that certain Limited Consent and Third Amendment to Securities Purchase Agreement, dated as of October 24, 2022, that certain Amendment No. 4, dated as of December 28, 2022, that certain Limited Consent and Amendment No. 5, dated as of January 25, 2023, that certain Amendment No. 6 to Securities Purchase Agreement, dated as of February 3, 2023, that certain Amendment No. 7, dated as of March 23, 2023, that certain Amendment No. 8, dated as of May 8, 2023, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “SPA”), by and among Faraday Future Intelligent Electric Inc., a Delaware corporation (the “**Issuer**”), Senyun International Ltd. (the “**Senyun Purchaser**”), the other financial institutions or other entities from time to time parties thereto (with the Senyun Purchaser, each a “**Purchaser**” and collectively, the “**Purchasers**”) and FF Simplicity Ventures LLC, a Delaware limited liability company, as administrative agent and collateral agent. Capitalized terms used but not defined herein shall have the meanings set forth in the SPA. This Amendment No. 10 is referred to herein as this “**Amendment No. 10**”.

1. Amendments to the SPA.

The definition of “Required Minimum” as used in the SPA, shall be amended and restated to read in its entirety as follows:

““**Required Minimum**” means:

(a) until the earlier of (x) September 30, 2023 and (y) the earlier of (I) the Trading Day immediately following the date of consummation of a reverse stock split of the Common Stock of the Issuer and (II) the fifteenth (15th) Business Day after the Issuer shall have obtained the approval of its stockholders to increase the authorized shares of Common Stock of the Issuer (as applicable, the “**Waiver Expiration Date**”), zero shares of Common Stock, and

(b) immediately after the Waiver Expiration Date, the maximum aggregate number of shares of Common Stock then issued or potentially issuable in the future pursuant to the Transaction Documents, including any Underlying Shares issuable upon exercise in full of all Warrants or conversion in full of all Notes (including Underlying Shares issuable as payment of interest on the Notes), ignoring any conversion or exercise limits set forth therein.”

2. Miscellaneous.

- a. The provisions of this Amendment No. 10 shall become effective against the Senyun Purchaser upon the execution and delivery by the Senyun Purchaser of a counterpart hereto and Section 1 of this Amendment No. 10 shall be effective against all Purchasers upon the execution and delivery of the Senyun Purchaser and the concurrent execution and delivery by FF Vitality Ventures LLC (the “**FF Vitality Purchaser**”) as party to that certain Amendment No. 9, to be dated as of the date hereof, by and between the Issuer and the FF Vitality Purchaser, with the Senyun Purchaser and the FF Vitality Purchaser collectively satisfying the requisite number of Purchasers necessary for the amendment in Section 1 to be effective in accordance with the terms of the SPA.
- b. In order to induce the Senyun Purchaser to enter into this Amendment No. 10, the Issuer hereby represents and warrants to the Senyun Purchaser, immediately after giving effect to this Amendment No. 10, as of the date hereof and in each case, that all material non-public information regarding the Issuer or any other Credit Party that has been disclosed to the Senyun Purchaser on or prior to the date hereof, has been disclosed in the Issuer’s public filings with the Commission prior to the date hereof or will be disclosed within one Business Day of such disclosure.
- c. Except as otherwise expressly provided herein, nothing contained herein shall constitute or be deemed to be a waiver or amendment of, or consent to any departure from any other term or provision in the SPA or any other Financing Document, each of which shall continue unmodified and in full force and effect, nor shall the foregoing consent and amendment constitute a course of dealing among the parties. Except as specifically set forth herein, the Senyun Purchaser reserves all of its rights and remedies under the SPA and the Financing Documents.
- d. On or before 8:30 a.m., New York time, on the business day immediately following this Amendment No. 10, the Issuer shall file a Current Report on Form 8-K describing all the material terms of the transactions contemplated hereby in the form required by the Securities Exchange Act of 1934, as amended, and attaching the form of this Amendment No. 10 (including all attachments, the “**8-K Filing**”). From and after the filing of the 8-K Filing, the Issuer shall have disclosed all material, non-public information (if any) provided to each Purchaser by the Issuer or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated hereby. In addition, effective upon the filing of the 8-K Filing, the Issuer acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Issuer, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and each Purchaser or any of its affiliates, on the other hand, relating to the transactions contemplated by this Amendment No. 10, shall terminate.

- e. The obligations of the Senyun Purchaser to this Amendment No. 10 are several and not joint with the obligations of any other holder of securities of the Issuer (each, an “**Other Holder**”), and the Purchaser party to this Amendment No. 10 shall not be responsible in any way for the performance of the obligations of any Other Holder under any other agreement by and between the Issuer and any Other Holder (each, an “**Other Agreement**”). Nothing contained herein or in any Other Agreement, and no action taken by the Purchaser party hereto pursuant to this Amendment No. 10, shall be deemed to constitute the Purchaser party hereto and Other Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that Senyun Purchaser and Other Holders are in any way acting in concert or as a group with respect to such obligations or any Other Agreement and the Issuer acknowledges that, to the best of its knowledge, Senyun Purchaser and the Other Holders are not acting in concert or as a group with respect to such obligations or any Other Agreement. The Issuer and Senyun Purchaser confirm that Senyun Purchaser has independently participated in the negotiation of the transactions contemplated hereby with the advice of its own counsel and advisors. The Senyun Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Amendment No. 10, and it shall not be necessary for any Other Holder to be joined as an additional party in any proceeding for such purpose.
- f. The Issuer hereby represents and warrants as of the date hereof and covenants and agrees that none of the terms offered to any Person with respect to the transactions contemplated hereby (each an “**Comparable Document**”) is or will be more favorable to such Person (other than any reimbursement of legal fees) than those of Senyun Purchaser and this Amendment No. 10. If, and whenever on or after the date hereof, the Issuer enters into a Comparable Document, then (i) the Issuer shall provide notice thereof to Senyun Purchaser promptly following the occurrence thereof and (ii) the terms and conditions of this Amendment No. 10 shall be, without any further action by Senyun Purchaser or the Issuer, automatically amended and modified in an economically and legally equivalent manner such that Senyun Purchaser shall receive the benefit of the more favorable terms and/or conditions (as the case may be) set forth in such Comparable Document, provided that upon written notice to the Issuer promptly after entrance of the Issuer into such Comparable Document, Senyun Purchaser may elect not to accept the benefit of any such amended or modified term or condition, in which event the term or condition contained in this Amendment No. 10 shall apply to Senyun Purchaser as it was in effect immediately prior to such amendment or modification as if such amendment or modification never occurred with respect to Senyun Purchaser.
- g. This Amendment No. 10 may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Amendment No. 10 by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.
- h. THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AMENDMENT NO. 10, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS OF SUCH STATE.

- Remainder of page intentionally blank; signature pages follow -

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 10 to be duly executed by their respective duly authorized officers on the date first written above.

ISSUER:

FARADAY FUTURE INTELLIGENT ELECTRIC INC.

By: /s/ Xuefeng Chen

Name: Xuefeng Chen

Title: Chief Executive Officer

(Signature Page to Amendment No. 10)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 10 to be duly executed by their respective duly authorized officers on the date first written above.

PURCHASER:

SENYUN INTERNATIONAL LTD.

By: /s/ Bo Zhang

Name: Bo Zhang

Title: Chief Executive Officer

(Signature Page to Amendment No. 10)

WAIVER AND AMENDMENT AGREEMENT

THIS WAIVER AND AMENDMENT AGREEMENT (this “**Agreement**”) dated as of August 4, 2023, is executed by and between FF Vitality Ventures LLC (the “**FF Vitality Purchaser**”) and the Issuer.

WHEREAS, reference is made to the Securities Purchase Agreement, dated as of May 8, 2023 (as amended by that certain Amendment No. 1, dated as of June 26, 2023, the Joinder and Amendment Agreement, dated as of June 26, 2023 (the “**Joinder Amendment**”), and the Second Joinder and Amendment Agreement, dated as of June 26, 2023, the “**Existing Securities Purchase Agreement**”; the Existing Securities Purchase Agreement, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to this Agreement, the “**Securities Purchase Agreement**”), by and among Faraday Future Intelligent Electric Inc., a Delaware corporation (the “**Issuer**”), and the financial institutions or other entities from time to time party thereto (each as a “**Purchaser**” and collectively, the “**Purchasers**”). Capitalized terms not defined herein shall have the meaning as set forth in Joinder Amendment or the Securities Purchase Agreement, as applicable.

WHEREAS, the Issuer has requested FF Vitality waive any and all requirements of the Issuer to reserve shares of Common Stock for issuance pursuant to the Notes (including the New Notes), related Warrants and/or any other Financing Document (each as defined in each of the Secured SPA and Securities Purchase Agreement, respectively) and defers any obligations of the Issuer to deliver any shares of Common Stock for issuance pursuant to the Notes (including the New Notes), related Warrants and/or any other Financing Document (each as defined in each of the Secured SPA and Securities Purchase Agreement, respectively), as applicable (collectively, the “**Waiver**”) until the earlier of (x) September 30, 2023 and (y) the earlier of (I) the Trading Day immediately following the date of consummation of a reverse stock split of the Common Stock of the Issuer and (II) the fifteenth (15th) Business Day after the Issuer shall have obtained the approval of its stockholders to increase the authorized shares of Common Stock of the Issuer (as applicable, the “**Waiver Expiration Date**”).

WHEREAS, the Issuer and FF Vitality Purchaser further intend to enter into certain amendments to the terms of the Joinder Amendment as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the parties hereto, the parties hereto hereby agree as follows:

Section 1. Waiver; Acknowledgement.

(a) Waiver. Effective as of August 14, 2022, during the period commencing on August 14, 2022 and ending on the Waiver Expiration Date, FF Vitality Purchaser hereby agrees to the Waiver.

(b) Acknowledgement. For absolute certainty, FF Vitality Purchaser, on behalf of itself and its affiliates, hereby acknowledges and agrees that (x) the Issuer’s restatement of certain financial statements as disclosed and discussed in the Current Report on Form 8-K filed by the Issuer on July 11, 2023 is not a Default or Event of Default under the Securities Purchase Agreement or the Secured SPA and further that FF Vitality Purchaser shall not argue or take the position that such restatement is a Default or Event of Default and (y) notwithstanding any conversion notice or exercise notice of any Notes or Warrants (each as defined in each of the Secured SPA and Securities Purchase Agreement, respectively), respectively, delivered to the Company by FF Vitality Purchaser (or any of its affiliates) prior to the Waiver Expiration Date, (A) the Company has not represented to FF Vitality Purchaser (or any of its affiliates) or agreed to have any shares of Common Stock available to be issued to FF Vitality Purchaser (or any of its affiliates) upon conversion of such Notes and/or exercise of such Warrants, respectively, prior to the Waiver Expiration Date, (B) no breach, Default or Event of Default of such Notes and/or such Warrants, as applicable, shall exist as a result of thereof and (C) the failure to deliver shares of Common Stock to FF Vitality Purchaser (or any of its affiliates or designees) upon any conversion of such Notes and/or exercise of such Warrants, as applicable, prior to the Waiver Expiration Date, shall not result in any breach, Default or Event of Default of such Notes and/or such Warrants, as applicable and FF Vitality Purchaser shall not argue or take the position that such failure is a breach, Default or Event of Default, respectively.

Section 2. Amendments. Notwithstanding any provision to the contrary contained in the Securities Purchase Agreement and/or the Joinder Amendment, the parties hereto agree, effective as of the Amendment Effective Date, Section 4(g) of the Joinder Amendment is amended and restated as follows:

(g) Additional Commitments Under the Securities Purchase Agreement. FF Simplicity Ventures LLC or a permitted assign (“FFSV”) hereby agrees to exercise its option to purchase \$20,000,000 of Tranche B Notes in accordance with the terms of the Secured SPA subject to the funding timeline set forth in this Agreement and satisfaction of the Tranche B Closing Conditions. If FFSV exercises its option to invest another \$10,000,000 of Tranche B Notes in accordance with the terms of the Secured SPA (the “**Additional Tranche B Investment**”) on or prior to the latest of (x) August 1, 2023, (y) four (4) Business Days after the shareholder meeting for the Shareholder Approval and (z) six (6) Business Days after the Issuer has filed Form 10-Q for the fiscal quarter ending June 30, 2023, then the New Purchaser shall have the right, upon delivery of a written notice to the Issuer, at any time prior to the thirtieth (30th) calendar day after the date of consummation of such Additional Tranche B Investment, to invest another \$20,000,000 in New Notes, subject to terms substantially identical to those provided for in the Securities Purchase Agreement in effect on the date hereof and this Agreement (including, without limitation, the funding date timeline), *mutatis mutandis*. With respect to the Additional Tranche B Investment, the “**Tranche B Closing Conditions**” means the following: (i) delivery of a Warrant registered in the name of FFSV to FFSV to purchase up to a number of shares of Common Stock equal to 33% of FFSV’s Conversion Shares on the Closing Date with an exercise price equal to \$0.8925, (ii) delivery to FFSV of the applicable Tranche B Note, (iii) no Default or Event of Default exists, (iv) the Waiver Expiration Date shall have occurred and (v) the representations and warranties in the Financing Documents are true and correct in all material respects (without duplication of any materiality qualifier) both before and after giving effect to such Tranche B Note.

Section 3. Fees and Expenses. The Issuer hereby agrees to reimburse the FF Vitality Purchaser for reasonable and documented out-of-pocket legal expenses incurred in connection with this Agreement, the Secured SPA and the transaction related thereto in an amount not to exceed \$15,000 which shall be paid on the earlier to occur of (x) October 31, 2023 and (y) FF Vitality Purchaser’s next purchase of Notes (under and as defined in the Securities Purchase Agreement or the Secured SPA).

Section 4. Effectiveness of Agreement. This Agreement shall be effective on the date (the “**Amendment Effective Date**”) that this Agreement shall have been executed by the Issuer and FF Vitality Purchaser.

Section 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts each of which, when taken together, shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart hereof.

Section 7. Headings. Section headings have been inserted herein for convenience only and shall not be construed to be a part hereof.

Section 8. Amendments; Waivers. This Agreement may not be amended, changed, waived or modified except by a writing executed by the FF Vitality Purchaser and the Issuer, except that the FF Vitality Purchaser may elect to unilaterally waive, in its sole discretion, any of the conditions set forth herein or otherwise waive or modify terms hereof in accordance Section 12.5 of the Securities Purchase Agreement. Any waiver of any provision of this Agreement or any other Financing Document shall be effective only in the specific instance and for the specific purpose for which it is given. No delay on the part of the FF Vitality Purchaser in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

Section 9. Binding Effect. This Agreement shall be binding upon the FF Vitality Purchaser, and its successors and permitted assigns and shall inure to the benefit of the Issuer, and the Purchasers, and their respective successors and permitted assigns.

Section 10. Definitions. Terms not otherwise defined herein are used herein with the respective meanings given them in the Securities Purchase Agreement.

Section 11. Entire Agreement. This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior arrangements and understandings relating to the subject matter hereof. In the event of a conflict between this Agreement and the Securities Purchase Agreement, this Agreement shall control.

Section 12. Adjustments to Conversion and Exercise Prices. For the avoidance of doubt, nothing contained herein, or in the specific amendments with respect to the Secured SPA, the Notes under the Securities Purchase Agreement or the Notes under the Secured SPA, as applicable, shall trigger any adjustment to the conversion or exercise price under the Notes or Warrants under the Secured SPA and Securities Purchase Agreement. Furthermore, FF Vitality Purchaser hereby waives any such rights to any adjustment to the conversion or exercise price in each of the Secured SPA and/or the Securities Purchase Agreement, as applicable, and the related Notes and Warrant solely as a result of the transactions contemplated hereby and not with respect to any other offering.

Section 13. Disclosure of Transaction. The Issuer shall, on or before 8:30 a.m., New York City time, on the business day immediately following the date of this Agreement, file a Current Report on Form 8-K describing the terms of the transactions contemplated hereby in the form required by the 1934 Act and attaching this Agreement, to the extent they are required to be filed under the 1934 Act, that have not previously been filed with the Securities and Exchange Commission by the Issuer (including, without limitation, this Agreement) as exhibits to such filing (including all attachments, the “8-K Filing”). From and after the filing of the 8-K Filing, the Issuer shall have disclosed all material, non-public information (if any) provided up to such time to the Purchasers under the Securities Purchase Agreement and Secured SPA by the Issuer or any of its Subsidiaries or any of their respective officers, directors, employees or agents. In addition, effective upon the filing of the 8-K Filing, the Issuer acknowledges and agrees that any and all confidentiality or similar obligations under any agreement with respect to the transactions contemplated by this Agreement or as otherwise disclosed in the 8-K Filing, whether written or oral, between the Issuer, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and any of the Purchasers under the Securities Purchase Agreement and Secured SPA or any of their affiliates, on the other hand, shall terminate. Neither the Issuer, its Subsidiaries nor the Purchasers under the Securities Purchase Agreement and Secured SPA shall issue any press releases or any other public statements with respect to the transactions contemplated hereby; *provided, however*, the Issuer shall be entitled, without the prior approval of the Purchasers under the Securities Purchase Agreement and Secured SPA, to make a press release or other public disclosure with respect to such transactions (i) in substantial conformity with the 8-K Filing and contemporaneously therewith or (ii) as is required by applicable law and regulations or requested by a governmental authority or self-regulatory organization (provided that in the case of clause (i) the Purchasers under the Securities Purchase Agreement and Secured SPA shall be consulted by the Issuer in connection with any such press release or other public disclosure prior to its release). Without the prior written consent of the Purchasers under the Securities Purchase Agreement and Secured SPA (which may be granted or withheld in the Purchasers’ under the Securities Purchase Agreement and Secured SPA sole discretion), except as required by applicable law or requested by a governmental authority or self-regulatory organization, the Issuer shall not (and shall cause each of its Subsidiaries and affiliates to not) disclose the name of any Purchaser under the Securities Purchase Agreement or Secured SPA in any filing, announcement, release or otherwise.

Section 14. Independent Nature of FF Vitality Purchaser’s Obligations and Rights. The obligations of FF Vitality Purchaser under this Agreement are several and not joint with the obligations of any other holder of securities of the Issuer (each, an “**Other Holder**”), and FF Vitality Purchaser shall not be responsible in any way for the performance of the obligations of any Other Holder under any other agreement by and between the Issuer and any Other Holder (each, an “**Other Agreement**”). Nothing contained herein or in any Other Agreement, and no action taken by FF Vitality Purchaser pursuant hereto, shall be deemed to constitute FF Vitality Purchaser and Other Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that FF Vitality Purchaser and Other Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement or any Other Agreement and the Issuer acknowledges that, to the best of its knowledge, FF Vitality Purchaser and the Other Holders are not acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement or any Other Agreement. The Issuer and FF Vitality Purchaser confirm that FF Vitality Purchaser has independently participated in the negotiation of the transactions contemplated hereby with the advice of its own counsel and advisors. FF Vitality Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any Other Holder to be joined as an additional party in any proceeding for such purpose.

Section 15. Most Favored Nation. The Issuer hereby represents and warrants as of the date hereof and covenants and agrees that none of the terms offered to any Person with respect to the transactions contemplated hereby (each an “**Comparable Document**”) is or will be more favorable to such Person (other than any reimbursement of legal fees) than those of FF Vitality Purchaser and this Agreement. If, and whenever on or after the date hereof, the Issuer enters into an Comparable Document, then (i) the Issuer shall provide notice thereof to FF Vitality Purchaser promptly following the occurrence thereof and (ii) the terms and conditions of this Agreement shall be, without any further action by FF Vitality Purchaser or the Issuer, automatically amended and modified in an economically and legally equivalent manner such that FF Vitality Purchaser shall receive the benefit of the more favorable terms and/or conditions (as the case may be) set forth in such Comparable Document, provided that upon written notice to the Issuer promptly after entrance of the Issuer into such Comparable Document, FF Vitality Purchaser may elect not to accept the benefit of any such amended or modified term or condition, in which event the term or condition contained in this Agreement shall apply to FF Vitality Purchaser as it was in effect immediately prior to such amendment or modification as if such amendment or modification never occurred with respect to FF Vitality Purchaser.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date and year first written above.

FF VITALITY VENTURES LLC

By: /s/ Antonio Ruiz-Gimenez

Name: Antonio Ruiz-Gimenez

Title: Managing Partner

[Signature Page to Amendment Agreement]

FARADAY FUTURE INTELLIGENT ELECTRIC INC., as
Issuer

By: /s/ Xuefeng Chen

Name: Xuefeng Chen

Title: Chief Executive Officer

[Signature Page to Amendment Agreement]
