

[REDACTED]

From: [REDACTED]
Sent: Wednesday, September 02, 2009 5:12 PM
To: [REDACTED]
Subject: RE: Solyndra/ FFB Docs

Thanks for all of your help [REDACTED]

-----Original Message-----

From: [REDACTED]
Sent: Wednesday, September 02, 2009 5:03 PM
To: [REDACTED]
Cc: [REDACTED]

Subject: RE: Solyndra/ FFB Docs

Attached is a pdf. We will deliver the original when you are ready.

-----Original Message-----

From: [REDACTED]
Sent: Wednesday, September 02, 2009 4:08 PM
To: [REDACTED]
Cc: [REDACTED]

Subject: RE: Solyndra/ FFB Docs

Item #1 below is already taken care of per [REDACTED] e-mail and he has already executed item #2 below and will send to you. Thanks.

-----Original Message-----

From: [REDACTED]
Sent: Wednesday, September 02, 2009 2:32 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: Solyndra/ FFB Docs

[REDACTED]

Just a brief note to call your attention to two additional, and I believe uncontroversial, issues related to the one we discussed earlier today:

1. As reflected in the email below, there is a "clean up" edit pending on the Program Financing Agreement that Peter agreed to before his departure (scroll down to Pete's email below)--I will send you a mark-up of the relevant line of the document shortly; and
2. We are awaiting an executed version of the FFB Deviation Request Memorandum in the form Pete agreed to earlier today (I will send you a copy of that email string under separate cover).

Thanks again for your assistance,

[REDACTED]

-----Original Message-----

From: [REDACTED]

Sent: Wednesday, September 02, 2009 12:22 PM

To: [REDACTED]

Cc: [REDACTED]

MPai [REDACTED]

Subject: RE: Solyndra/ FFB Docs

The execution version of the Program Financing Agreement does not reflect the change agreed to in the email below (i.e. section 4.3 still contains the "additional language"). Please make the agreed correction.

Thanks,
[REDACTED]

-----Original Message-----

From: [REDACTED]

Sent: Tuesday, September 01, 2009 9:48 AM

To: [REDACTED]

Cc: [REDACTED]

Subject: RE: Solyndra/ FFB Docs

Agreed. We could correct the reference to the obligations under Note Purchase Agreement terminating under those circumstances, but we've already covered that in the NPA. So, I agree -- no additional language in sec 4.3 of the PFA.

-----Original Message-----

From: [REDACTED]

Sent: Tuesday, September 01, 2009 9:13 AM

To: [REDACTED]

Cc: [REDACTED]

Subject: RE: Solyndra/ FFB Docs

Absolutely right - was not thinking clearly PFA needs to survive for future deals.

-----Original Message-----

From: [REDACTED]

Sent: Tuesday, September 01, 2009 8:58 AM

To: [REDACTED]

Cc: [REDACTED]

Subject: Re: Solyndra/ FFB Docs

[REDACTED]
Sorry, I think I misread your email first time around. I don't think we want the PFA to terminate if Solyndra fails to timely commence construction. [REDACTED]

From: [REDACTED]

To: [REDACTED]

Cc: [REDACTED]

Sent: Mon Aug 31 22:26:55 2009
Subject: Re: Solyndra/ FFB Docs

Sounds right to me

----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]

Sent: Mon Aug 31 22:08:43 2009
Subject: RE: Solyndra/ FFB Docs

May I put the following language at the end of sec 4.3 of the PFA like we have added it to the end of section 5.3 of the NPA?

"and FFB's obligations and commitments under this Agreement will terminate."

-----Original Message-----

From: [REDACTED]
Sent: Monday, August 31, 2009 2:26 PM
To: [REDACTED]
Cc: [REDACTED]

Subject: FW: Solyndra/ FFB Docs

Greetings [REDACTED] --

Here are our comments on the FFB documents.

Let us know if you have any questions -- I think we're ready for execution counterparts at this point.

Regards,

>
> From: [REDACTED]
> Sent: Monday, August 31, 2009 2:24 PM
> To: [REDACTED]
> Subject: Solyndra/ FFB Docs
>
> <<Blackline - Advance Request - 1.DOC>> <<Blackline - DOE Guarantee
> - 1.DOC>> <<Blackline - Secretarys Certificate - 1.DOC>> <<Blackline
> - Promissory Note FFB - 1.DOC>> <<Blackline - Note Purchase Agreement
> FFB - 1.DOC>> <<Note Purchase AgmtFFB08-30-09 - 3.DOC>> <<Advance

> RequestFFB08-30-09 - 3.DOC>> <<DOE Guarantee08-30-09 - 3.DOC>>
> <<Promissory NoteFFB08-30-09 - 3.DOC>> <<Secretary
> CertificateDOE08-30-09 - 3.DOC>>
>
> Rick:
>
> Attached please find the following FFB Documents along with redlines
> against their prior versions:
>
> 1. Advance Request
> 2. DOE Guarantee
> 3. Secretary's Certificate
> 4. FFB Promissory Note
> 5. FFB Note Purchase Agreement
>
> Thanks,

> 

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Curtis, Mallet-Prevost, Colt & Mosle LLP (101 Park Avenue, New York, NY 10178)

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