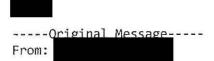
From: Wednesday, September 02, 2009 5:12 PM Sent: To: Subject: RE: Solyndra/ FFB Docs Thanks for all of your help ----Original Message----From: Sent: Wednesday, September 02, 2009 5:03 PM To: Cc: Subject: RE: Solyndra/ FFB Docs Attached is a pdf. We will deliver the original when you are ready. ----Original Message----From: Sent: Wednesday, September 02, 2009 4:08 PM To: Subject: RE: Solyndra/ FFB Docs Item #1 below is already taken care of per e-mail and he has already executed item #2 below and will send to you. Thanks. ----Original Message----From: Sent: Wednesday, September 02, 2009 2:32 PM To: Cc: Subject: FW: Solyndra/ FFB Docs

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,



Sent: Wednesday, September 02, 2009 12:22 PM To:
Cc: MPai
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,
Original Message
Sent: Tuesday, September 01, 2009 9:48 AM
To: Cc:
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:
Sent: Tuesday, September 01, 2009 9:13 AM To:
Cc:
Subject: RE: Solyndra/ FFB Docs
Absolutely right - was not thinking clearly PFA needs to survive for future deals.
Original Message
From: Sent: Tuesday, September 01, 2009 8:58 AM
To: Cc:
Subject: Re: Solyndra/ FFB Docs
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.
To:

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Cc:
  Sent: Mon Aug 31 22:26:55 2009
  Subject: Re: Solyndra/ FFB Docs
  Sounds right to me
  ---- Original Message -----
  From:
  To:
 Cc:
 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:
 Sent: Monday, August 31, 2009 2:26 PM
 To:
 Cc:
 Subject: FW: Solyndra/ FFB Docs
 Greetings
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:
> Sent: Monday, August 31, 2009 2:24 PM
> 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
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Curtis, Mallet-Prevost, Colt & Mosle LLP (101 Park Avenue, New York, NY 10178)

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