

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): **July 17, 2024**

**Complete Solaria, Inc.**  
(Exact name of registrant as specified in its charter)

<b>Delaware</b> (State or other jurisdiction of incorporation)	<b>001-40117</b> (Commission File Number)	<b>93-2279786</b> (IRS Employer Identification No.)
<b>45700 Northport Loop East, Fremont, CA</b> (Address of principal executive offices)		<b>94538</b> (Zip Code)

Registrant's telephone number, including area code: **(510) 270-2507**

**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 obligations 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
<b>Common Stock, par value \$0.0001 per share</b>	<b>CSLR</b>	<b>The Nasdaq Stock Market LLC</b>
<b>Warrants, each whole warrant exercisable for one share of Common Stock at an exercise price of \$11.50 per share</b>	<b>CSLRW</b>	<b>The Nasdaq Stock Market LLC</b>

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

### *Amendments to Forward Purchase Agreements*

Complete Solaria, Inc. (the “Company”) previously announced in its Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on July 14, 2023 that the Company and Freedom Acquisition I Corp. (“Freedom”) entered into separate agreements dated July 13, 2023 (each a “Forward Purchase Agreement”, and together, the “Forward Purchase Agreements”) with each of (i) Meteora Special Opportunity Fund I, LP (“MSOF”), Meteora Capital Partners, LP (“MCP”) and Meteora Select Trading Opportunities Master, LP (“MSTO”) (with MSOF, MCP, and MSTO collectively as “Meteora”); (ii) Polar Multi-Strategy Master Fund (“Polar”), and (iii) Sandia Investment Management LP (“Sandia”, and each of Meteora, Polar, and Sandia, individually, a “Seller”, and together, the “Sellers”) for OTC Equity Prepaid Forward Transactions.

On December 18, 2023, the Company and each Seller entered into separate amendments to the Forward Purchase Agreements (the “First Amendments”). The First Amendments lower the reset floor price of each Forward Purchase Agreement from \$5.00 to \$3.00 and allow the Company to raise up to \$10,000,000 of equity from existing stockholders without triggering certain anti-dilution provisions contained in the Forward Purchase Agreements; provided, the insiders pay a price per share for their initial investment equal to the closing price per share as quoted on the Nasdaq Stock Market (“Nasdaq”) on the day of purchase; provided, further, that any subsequent investments are made at a price per share equal to the greater of (a) the closing price per share as quoted by Nasdaq on the day of the purchase or (b) the amount paid in connection with the initial investment.

On May 7 and 8, 2024, respectively, the Company entered into separate amendments to the Forward Purchase Agreements (the collectively the “Second Amendments”) with Sandia (the “Sandia Second Amendment”) and Polar (the “Polar Second Amendment”). The Second Amendments lower the reset price of each Forward Purchase Agreement from \$3.00 to \$1.00 per share and amend the VWAP Trigger Event provision to read as “After December 31, 2024, an event that occurs if the VWAP Price, for any 20 trading days during a 30 consecutive trading day-period, is below \$1.00 per Share.”. The Sandia Second Amendment is not effective until the Company executes similar amendments with both Polar and Meteora.

On June 14, 2024, the Company entered into an amendment to the Forward Purchase Agreement with Sandia (the “Sandia Third Amendment”). The Sandia Third Amendment sets the reset price of each Forward Purchase Agreement to \$1.00 per share and amends the VWAP Trigger Event provision to read as “After December 31, 2024, an event that occurs if the VWAP Price, for any 20 trading days during a 30 consecutive trading day-period, is below \$1.00 per Share.” Execution of the Sandia Third Amendment is conditioned on both Carlyle and Kline Hill consummating the terms of the Debt-Equity Swap as disclosed on May 2, 2024, which is considered satisfied based on the 8-Ks released by the company to date, through May 31, 2024. In the event either Polar or Meteora amend their Forward Purchase Agreements to include different terms from the \$1 reset price and VWAP trigger adjustment, or file a notice of a VWAP trigger event, as reference herein, the Sandia Forward Purchase Agreement will be retroactively amended to reflect those improved terms and liquidity on their entire Forward Purchase Agreement, including any of the 1,050,000 shares that are sold upon execution of this document.

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On July 17, 2024, the Company entered into the third amendment to the Forward Purchase Agreement with Polar (the “Polar Third Amendment”), pursuant to which the Company and Polar agreed that Section 2 (Most Favored Nation) of the Forward Purchase Agreement is applicable to all 2,450,000 shares subject to the Forward Purchase Agreement.

The foregoing description of the Polar Third Amendment does not purport to be complete and is qualified in its entirety by the terms and conditions of the Polar Third Amendment, the form of which is filed as Exhibit 10.1 (Polar Third Amendment) and incorporated herein by reference.

### **Item 3.02 Unregistered Sales of Equity Securities**

The information set forth in “Item 1.01 Entry into a Material Definitive Agreement” relating to the issuance of Common Stock is incorporated by reference herein in its entirety. The Company issued the Shares in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Rule 506(b) of Regulation D promulgated thereunder. This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall such securities be offered or sold in the United States absent registration or an applicable exemption from the registration requirements and certificates evidencing such shares contain a legend stating the same.

### **Item 9.01. Financial Statements and Exhibits**

#### **(d) Exhibits**

##### **Exhibit**

<b>Number</b>	<b>Description</b>
10.1	<a href="#">Form of Polar Third Amendment to Forward Purchase Agreement.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURES**

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.

**COMPLETE SOLARIA, INC.**

Dated: July 23, 2024

By: /s/ Thurman J. Rodgers  
Thurman J. Rodgers  
Chief Executive Officer

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**Third Amendment to  
OTC Equity Prepaid Forward Transaction**

THIS OTC EQUITY PREPAID FORWARD TRANSACTION THIRD AMENDMENT, dated as of July 17, 2024 (this “**Third Amendment**”), is entered into by and between Polar Multi-Strategy Master Fund, a Cayman Islands exempted company (“**Seller**”) and Complete Solaria, a Delaware corporation, (domesticated from Freedom Acquisition I Corp.) (the “**Company**”). Together, the Seller and the Company are each referred to herein as a “**Party**” and together as the “**Parties**”. Capitalized terms not defined herein shall have the meanings assigned to such terms in the EPFT Contract (as defined below).

WHEREAS, Seller, Freedom Acquisition I Corp., a Cayman Islands exempted company (“**FACT**”) and Complete Solaria, Inc.(f/k/a Complete Solar Holding Corporation), a Delaware corporation (as the target), entered into that certain OTC Equity Prepaid Forward Transaction, dated as of July 13, 2023 (the “**Original Agreement**”) as amended by a first amendment between the Parties dated as of December 18, 2023 (“**First Amendment**”) and a secondment amendment between the Parties dated as of May 8, 2024 (“**Second Amendment**”). Together the Original Agreement, the First Amendment and the Second Amendment are referred to herein as the “**EPFT Contract**”;

WHEREAS, the Parties would like to supplement and clarify the Most Favored Nation provision of the Second Amendment as it applies and relates to the EPFT Contract; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby agree as follows. All other terms and conditions in the EPFT Contract shall remain unchanged and continue in full force and effect.

1. Effective Date. The effective date of this Third Amendment is the date upon which this Third Amendment has been executed by the respective parties.
  2. Non – Disparagement. Each Party covenants and agrees that it shall not, directly or indirectly, disparage, criticize or defame the other party, or any of their respective affiliates, any member of any of their respective governing boards, their respective officers or employees.
  3. MFN. The Parties hereby agree that section 2 (Most Favored Nation) of the Second Amendment is applicable to all 2,450,000 Shares subject to the EPFT Contract (the “**EPFT Shares**”) until the EPFT Contract is terminated in accordance with its terms. For the avoidance of doubt, if (i) an Other Investor amends its Other Agreement to include terms that are more favorable to such Other Investor than the terms of EPFT Contract (as amended) are to the Seller, or (ii) the Reset Price or the VWAP Trigger Event provisions in such Other Agreements are amended in any way that is more favorable to such Other Investor than the terms of EPFT Contract (as amended) are to the Seller or (iii) such Other Investor files a notice of a VWAP Trigger Event, then the EPFT Contract shall be automatically retroactively amended to reflect such improved terms from the date of the Original Agreement; including being applicable to any of the EPFT Shares that have been sold since the date of the Original Agreement. Notwithstanding the foregoing, if this provision is applied due to a VWAP Trigger Event, the terms of the Settlement Amount Adjustment in the EPFT Contract will only apply to only that portion of the EPFT Shares that remain unsold as of the time of the VWAP Trigger Event.
  4. No Other Amendments. All other terms and conditions of the EPFT Contract shall remain in full force and effect and the EPFT Contract shall be read and construed as if the terms of this Third Amendment were included therein by way of addition or substitution, as the case may be.
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5. Execution in Counterparts. This Third Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.
6. Ratification. The terms and provisions set forth in this Third Amendment modify and supersede all inconsistent terms and provisions set forth in the EPFT Contract and, except as expressly modified and superseded by this Third Amendment, the terms and provisions of the EPFT Contract are ratified and confirmed and continue in full force and effect. All parties hereby agree that the EPFT Contract, as amended by this Third Amendment, shall continue to be legal, valid, binding and enforceable in accordance with their terms.
7. THIS THIRD AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF).

In witness whereof, the undersigned have hereunto executed and delivered this Third Amendment as of July 17, 2024.

Company

Name: \_\_\_\_\_  
Brain Wuebbels  
Title: COO, Complete Solaria

Seller  
POLAR MULTI-STRATEGY MASTER FUND, by its investment advisor,  
Polar Asset Management Partners Inc.

Name: \_\_\_\_\_  
Andrew Ma / Kirstie Moore  
Title: CCO / Legal Counsel

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