
**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): October 18, 2021 (October 12, 2021)

Bird Global, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

333-256187
(Commission
File Number)

86-3723155
(I.R.S. Employer
Identification No.)

406 Broadway, Suite 369
Santa Monica, California 90401
(Address of principal executive offices)

90401
(Zip Code)

(866) 205-2442
(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 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
None	Not Applicable	Not Applicable

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.

On October 12, 2021, (a) Bird US Opco, LLC (the “Borrower”) and Bird US Holdco, LLC (the “Holdco Guarantor”), each wholly owned subsidiaries of Bird Rides, Inc. (“Bird”), entered into Amendment No. 2 to Loan and Security Agreement (the “Loan Agreement Amendment”), which amended that certain Loan and Security Agreement (as previously amended, the “Existing Loan Agreement” and, as amended by the Loan Agreement Amendment, the “Loan Agreement”), dated as of April 27, 2021, by and among the Borrower, the Holdco Guarantor, the lenders party thereto and Midcap Financial Trust, as administrative agent, and (b) Bird US Opco, LLC, as lessor, and Bird, as lessee, entered into Amendment No. 1 to Master Scooter Operating Lease and Servicing Agreement (the “Scooter Lease Amendment”), which amended that certain Master Scooter Operating Lease and Servicing Agreement, dated as of April 27, 2021 (the “Existing Scooter Lease” and, as amended by the Scooter Lease Amendment, the “Scooter Lease”).

The Loan Agreement Amendment, among other things, (a) increases the amount of commitments provided by the lenders under the Loan Agreement from \$40 million to \$150 million (with any extension of credit above \$40 million subject to consummation of the previously announced business combination (the “Business Combination”) among Bird, Bird Global, Inc. (“Bird Global”), Switchback II Corporation (“Switchback II”), and Maverick Merger Sub Inc.), (b) extends the commitment period from October 27, 2021 to November 30, 2022, and (c) extends the maturity date of the facility from April 27, 2024 to October 12, 2024. Subject to certain conditions being met, including the consummation of the Business Combination, the Loan Agreement Amendment also reduces the applicable interest rate on borrowings from LIBOR plus 9.00% to LIBOR plus 7.50% and amends the loan-to-cost financial covenant.

The Scooter Lease Amendment, among other things, amends certain covenants in the Scooter Lease, including certain financial and informational reporting covenants and the minimum liquidity and minimum tangible net worth financial covenants.

The foregoing description of the Loan Agreement Amendment is qualified in its entirety by reference to the Loan Agreement Amendment, a copy of which is being filed as Exhibit 10.1 hereto and is incorporated herein by reference, and the foregoing description of the Scooter Lease Amendment is qualified in its entirety by reference to the Scooter Lease Amendment, a copy of which is being filed as Exhibit 10.2 hereto and is 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 included, or incorporated by reference, in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03 of this Current Report on Form 8-K.

Item 8.01. Other Events.

On October 14, 2021, Bird issued a press release announcing its entry into the Loan Agreement Amendment and Scooter Lease Amendment, a copy of which is attached as Exhibit 99.1 to this Current Report on Form 8-K.

SUPPLEMENT TO THE DEFINITIVE PROXY STATEMENT/PROSPECTUS

In addition, on May 14, 2021, Bird Global filed a registration statement on Form S-4 (File No. 333-256187) (as amended, the “Registration Statement”) with the U.S. Securities and Exchange Commission (the “SEC”) in connection with the Business Combination. On October 7, 2021, the Registration Statement was declared effective by the SEC, and Bird Global filed a definitive proxy statement/prospectus (the “definitive proxy statement/prospectus”) for the solicitation of proxies in connection with an extraordinary general meeting of Switchback II’s shareholders to be held on November 2, 2021 (the “Meeting”) to consider and vote on, among other proposals, proposals to approve the Business Combination. In order to provide additional information to Switchback II’s shareholders in connection with the Loan Agreement Amendment and Scooter Lease Amendment, Bird Global has determined to supplement the definitive proxy statement/prospectus as follows.

1. Certain disclosure on pages 206-207, 212, 223, F-52, and F-95 of the definitive proxy statement/prospectus is hereby amended to read that, following consummation of the Business Combination, the “Credit Facility” (as defined in the definitive proxy statement/prospectus) will provide for the ability to borrow up to \$150 million of term loans.
2. Certain disclosure on page 212 of the definitive proxy statement/prospectus is hereby amended to read as follows:
“Assuming that the full amount available under the Credit Facility was drawn, a 100 basis point increase or decrease in interest rate would result in a change in our annual interest expense of \$1.5 million.”

The supplemental and amended disclosures set forth above should be read together with the definitive proxy statement/prospectus, which should be read in its entirety, and are being made available to shareholders for informational purposes only. To the extent that the information set forth herein differs from or updates information contained in the definitive proxy statement/prospectus, the information set forth herein shall supersede or supplement the information in the definitive proxy statement/prospectus.

If you have already returned your proxy card, or voted by other means, you do not need to take any action unless you wish to change your vote. If you have already submitted your proxy for the Meeting and wish to revoke or change your vote, you may do so at any time before it is exercised by submitting a later-dated proxy or written revocation to Switchback II at the following address: Switchback II Corporation, 5949 Sherry Lane, Suite 1010, Dallas, Texas 75225, or by attending the Meeting virtually and revoking your proxy and voting online.

Important Information About the Proposed Transaction and Where to Find It

In connection with the proposed business combination, Bird Global filed the Registration Statement with the SEC, which includes a definitive proxy statement of Switchback II and a prospectus of Bird Global. The Registration Statement has been declared effective by the SEC and the definitive proxy statement/prospectus is being mailed to Switchback II shareholders. Additionally, Switchback II and Bird Global filed and will file other relevant materials with the SEC in connection with the business combination. Copies may be obtained free of charge at the SEC’s web site at www.sec.gov. Security holders of Switchback II are urged to read the definitive proxy statement/prospectus and the other relevant materials before making any voting decision with respect to the proposed business combination because they contain important information about the business combination and the parties to the business combination. The information contained on, or that may be accessed through, the websites referenced in this communication is not incorporated by reference into, and is not a part of, this communication.

Participants in the Solicitation

Switchback II and its directors and officers may be deemed participants in the solicitation of proxies of Switchback II’s shareholders in connection with the proposed business combination. Bird and its officers and directors may also be deemed participants in such solicitation. Security holders may obtain more detailed information regarding the names, affiliations and interests of certain of Switchback II’s executive officers and directors in the solicitation by reading Switchback II’s Annual Report on Form 10-K for the fiscal year ended December 31, 2020, and the definitive proxy statement/prospectus and other relevant materials filed with the SEC in connection with the business combination. Information concerning the interests of Switchback II’s participants in the solicitation, which may, in some cases, be different than those of their shareholders generally, is set forth in the definitive proxy statement/prospectus relating to the business combination.

Forward-Looking Statements

The information in this communication includes “forward-looking statements.” All statements, other than statements of present or historical fact included in this communication, regarding Switchback II’s proposed business combination with Bird, Switchback II’s ability to consummate the transaction, the benefits of the transaction and the combined company’s future financial performance, as well as the combined company’s strategy, future operations, estimated financial position, estimated revenues and losses, projected costs, prospects, plans and objectives of management are forward-looking statements. When used in this communication, the words “could,” “should,” “will,” “may,” “believe,” “anticipate,” “intend,” “estimate,” “expect,” “project,” the negative of such terms and other similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. These forward-looking statements are based on management’s current expectations and assumptions about future events and are based on currently available information as to the outcome and timing of future events. Except as otherwise required by applicable law, Switchback II and Bird disclaim any duty to update any forward-looking statements, all of which are expressly qualified by the statements in this section, to reflect events or circumstances after the date of this communication. Switchback II and Bird caution you that these forward-looking statements are subject to numerous risks and uncertainties, most of which are difficult to predict and many of which are beyond the control of either Switchback II or Bird. In addition, Switchback II and Bird caution you that the forward-looking statements contained in this communication are subject to the following factors: (i) the occurrence of any event, change or other circumstances that could delay the business combination or give rise to the termination of the agreements related thereto; (ii) the outcome of any legal proceedings that may be instituted against Switchback II or Bird following announcement of the transactions; (iii) the inability to complete the business combination due to the failure to obtain approval of the shareholders of Switchback II, or other conditions to closing in the transaction agreement; (iv) the risk that the proposed business combination disrupts Switchback II’s or Bird’s current plans and operations as a result of the announcement of the transactions; (v) Bird’s ability to realize the anticipated benefits of the business combination, which may be affected by, among other things, competition and the ability of Bird to grow and manage growth profitably following the business combination; (vi) costs related to the business combination; (vii) changes in applicable laws or regulations; and (viii) the possibility that Bird may be adversely affected by other economic, business and/or competitive factors. Should one or more of the risks or uncertainties described in this communication occur, or should underlying assumptions prove incorrect, actual results and plans could differ materially from those expressed in any forward-looking statements. Additional information concerning these and other factors that may impact the operations and projections discussed herein can be found in Switchback II’s periodic filings with the SEC, including Switchback II’s Annual Report on Form 10-K for the fiscal year ended December 31, 2020 and any subsequently filed Quarterly Report on Form 10-Q, and in the definitive proxy statement/prospectus filed by Bird Global. Switchback II’s and Bird Global’s SEC filings are available publicly on the SEC’s website at www.sec.gov.

No Offer or Solicitation

This communication shall not constitute a solicitation of a proxy, consent, or authorization with respect to any securities or in respect of the proposed transaction. This communication shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amendment No. 2 to Loan and Security Agreement, dated as of October 12, 2021, by and among each of the lenders signatory hereto, Bird US Opco, LLC, as borrower, Bird US Holdco LLC, as holdco guarantor, and Midcap Financial Trust, in its capacity as administrative agent.</u>
10.2	<u>Amendment No. 1 to Master Scooter Operating Lease and Servicing Agreement, dated as of October 12, 2021, by and between Bird US Opco, LLC, as lessor, and Bird Rides, Inc., as lessee and servicer.</u>
99.1	<u>Press Release, dated October 14, 2021.</u>

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.

Bird Global, Inc.

Date: October 18, 2021

By: /s/ Yibo Ling

Name: Yibo Ling

Title: Chief Financial Officer

**AMENDMENT NO. 2
TO LOAN AND SECURITY AGREEMENT**

AMENDMENT NO. 2 TO LOAN AND SECURITY AGREEMENT, dated as of October 12, 2021 (this “**Agreement**”), by and among each of the Lenders signatory hereto, the Borrower (as defined below), the Holdco Guarantor (as defined below), and Midcap Financial Trust, in its capacity as Administrative Agent.

WHEREAS, reference is hereby made to the Loan and Security Agreement, dated as of April 27, 2021 (as amended by the First Amendment to Loan and Security Agreement dated as of June 10, 2021, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “**Loan Agreement**”), by and among Bird US Opco, LLC, a Delaware limited liability company (the “**Borrower**”), Bird US Holdco, LLC, a Delaware limited liability company (“**Holdco Guarantor**”), the Lenders from time to time party thereto, and the Administrative Agent;

WHEREAS, (x) the Borrower desires to amend the terms of the Loan Agreement in order to (i) increase the Commitments thereunder from \$40,000,000 to \$150,000,000 and (ii) make certain other amendments thereto, and (y) the Lenders under the Loan Agreement as in effect immediately prior to the effectiveness of this Agreement (the “**Existing Lenders**”), as well as certain other financial institutions signatory hereto, have agreed to provide such increased Commitments and to become bound by the terms of the Loan Agreement (as amended hereby) as Lenders; and

WHEREAS, in accordance with Section 14.01 of the Loan Agreement, the Existing Lenders, the Administrative Agent, the Borrower, the Holdco Guarantor and the other Persons party hereto have agreed to amend the Loan Agreement as more fully set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Defined Terms; References.

(a) Unless otherwise specifically defined herein, each term used herein which is defined in the Loan Agreement has the meaning assigned to such term in the Amended Loan Agreement (as defined below). The rules of construction and other interpretive provisions specified in Section 1.02 of the Amended Loan Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

(b) As used in this Agreement, the following terms have the meanings specified below:

“**Amended Loan Agreement**” shall mean the Loan Agreement, as amended by this Agreement.

“**Amendment No. 2 Effective Date**” shall have the meaning provided in Section 6 hereof.

Section 2. Amendment.

(a) Amended Loan Agreement. Pursuant to Section 14.01 of the Loan Agreement:

(i) Each of the parties hereto agrees that, effective on the Amendment No. 2 Effective Date, the Loan Agreement shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~ and ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text and double-underlined text) as set forth in the pages of the Loan Agreement attached as Exhibit A hereto.

(ii) Each of the parties hereto agrees that Exhibit B hereto sets forth a clean copy of the Amended Loan Agreement.

(c) Schedules. Each of the parties hereto agrees that, effective on the Amendment No. 2 Effective Date, each of the schedules to the Loan Agreement is hereby amended and restated by deleting such schedule in its entirety and replacing such schedule with the schedule set forth on Exhibit A (as a marked copy) and Exhibit B (as a clean copy) hereto.

(d) Exhibits. Each of the parties hereto agrees that, effective on the Amendment No. 2 Effective Date, each of the exhibits to the Loan Agreement is hereby amended and restated by deleting such exhibit in its entirety and replacing such exhibit with the exhibit set forth on Exhibit C hereto.

Section 3. Effect of Agreement; Reaffirmation; Etc. Except as expressly set forth herein or in the Amended Loan Agreement, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Loan Agreement or under any other Transaction Document and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or any other provision of the Loan Agreement or of any other Transaction Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Without limiting the foregoing, after giving effect to this Agreement, (i) each Credit Party acknowledges and agrees that (x) each Transaction Document to which it is a party is hereby confirmed and ratified and shall remain in full force and effect according to its respective terms (in the case of the Loan Agreement, as amended hereby) and (y) each applicable Transaction Document to which it is a party, and all of the Collateral, does and in each case shall continue to, secure the payment and performance of all Borrower Obligations on the terms and conditions set forth therein, and hereby ratifies the security interests granted by it pursuant thereto and (ii) the Holdco Guarantor hereby confirms, reaffirms, and ratifies its continuing unconditional obligations as a guarantor under the Holdco Guarantee to which it is a party on the terms and conditions set forth in the Holdco Guarantee. The parties hereto acknowledge and agree that the amendment of the Loan Agreement pursuant to this Agreement and all other Transaction Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Loan Agreement and any such other Transaction Documents as in effect prior to the Amendment No. 2 Effective Date.

Section 4. Representations of Credit Parties. Each of the Credit Parties hereby represents and warrants that:

(a) the representations and warranties set forth in Section 7.01 of the Amended Loan Agreement shall be true and correct in all material respects on and as of the Amendment No. 2 Effective Date (after giving effect to this Agreement) with the same effect as though made on and as of such date (and deeming (x) this Agreement to be a "Transaction Document" and (y) references to "this Agreement" in Section 7.01 of the Amended Loan Agreement to mean the Amended Loan Agreement, in each case, for purposes of each such representation and warranty), it being understood and agreed that (i) any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date and (ii) any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects (after giving effect to such qualification therein) on and as of the Amendment No. 2 Effective Date; and

(b) no Potential Event of Default or Event of Default has occurred and is continuing.

Section 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts) (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Conditions to Effectiveness of this Agreement This Agreement shall become effective on the date (the “**Amendment No. 2 Effective Date**”) when each of the following conditions shall have been satisfied (or waived, as applicable) and, in connection with the foregoing, the execution (which may include telecopy or electronic transmission of a signed signature page of this Agreement) of this Agreement:

(a) **Amendment Documents.** The Administrative Agent and the Lenders shall have received copies of this Agreement, the Amendment No. 1 to Lease Agreement, and the Fee Letter (together, the “**Amendment Documents**”), in each case, executed and delivered by each party thereto.

(b) **Organizational Documents; Incumbency.** The Administrative Agent and the Lenders shall have received (i) true, correct and complete copies of the organizational documents of the Bird Parties or a certification that there has not been any change to such organizational documents since April 27, 2021; (ii) signature and incumbency certificates of the officers of each of the Bird Parties executing the Transaction Documents to which it is a party or certification that there has not been any change to the signature or incumbency of such officers since April 27, 2021; (iii) resolutions of the Board of Directors or similar governing body of each of the Bird Parties approving and authorizing the execution, delivery and performance of this Agreement and the other Amendment Documents to which it is a party or by which it or its assets may be bound as of the Amendment No. 2 Effective Date, certified as of the Amendment No. 2 Effective Date by a Responsible Officer as being in full force and effect without modification or amendment; (iv) a good standing certificate from the applicable Governmental Authority of each of the Bird Parties’ jurisdiction of incorporation, organization or formation dated a recent date prior to the Amendment No. 2 Effective Date; and (v) such other documents as Administrative Agent or the Lenders may reasonably request.

(c) **Transaction Costs.** At least two (2) Business Days prior to the Amendment No. 2 Effective Date, the Borrower shall have delivered to the Lenders the Borrower’s reasonable best estimate of the fees, costs and expenses payable by the Parent or the Borrower on or before the Amendment No. 2 Effective Date in connection with the transactions contemplated by the Amendment Documents.

(d) [Reserved].

(e) **Opinions of Counsel to Credit Parties.** Lenders and their respective counsel shall have received executed copies of favorable written opinions, dated as of the Amendment No. 2 Effective Date, of Latham & Watkins LLP, counsel to the Bird Parties, covering corporate, enforceability, and security interest matters and such other matters as the Lenders may request, in form and substance satisfactory to the Lenders (and each Bird Party instructs such counsel to deliver such opinions to the Administrative Agent and the Lenders).

(f) Fees. The Bird Parties shall have executed and delivered the Fee Letter to the Administrative Agent and the Lenders.

(g) Solvency Certificate. The Bird Parties shall have delivered to the Administrative Agent and the Lenders an executed solvency certificate in the form of an amended Exhibit E to the Loan Agreement, as set forth in Exhibit C hereto.

(h) Amendment No. 2 Effective Date Certificate. The Bird Parties shall have delivered to Administrative Agent and the Lenders an executed certificate in the form of an amended Exhibit F to the Loan Agreement, as set forth in Exhibit C hereto, together with all attachments thereto.

(i) Due Diligence. Other than changes occurring in the ordinary course of business, no information or materials are or should have been available to the Bird Parties as of the Amendment No. 2 Effective Date that are materially inconsistent with the material previously provided to the Lenders for their due diligence review of the Bird Parties and their respective businesses.

(j) No Material Adverse Change. Since April 27, 2021, no event, circumstance or change shall have occurred that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect.

(k) KYC: Beneficial Ownership. The Administrative Agent and the Lenders shall have received from the Bird Parties all documentation and information required under the applicable “know your customer” requirements of the Anti-Terrorism Laws.

Notwithstanding anything to the contrary, for all purposes hereunder, this Agreement shall be deemed not to be effective, and the Amendment No. 2 Effective Date shall be deemed not to have occurred, if the SPAC Transaction has not been consummated on or prior to December 31, 2021 (the “**deSPAC Outside Date**”); provided, that, for the avoidance of doubt, if the SPAC Transaction has not been consummated on or prior to the deSPAC Outside Date such that this Agreement is deemed not to be effective, then the Loan Agreement shall continue in full force and effect without the amendments contained herein.

Section 7. No Novation. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Loan Agreement or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied in this Agreement or in any other document contemplated hereby shall discharge or release the Lien or priority of any Transaction Document or any other security therefor or otherwise be construed as a release or other discharge of any of the Credit Parties under any Transaction Document from any of its obligations and liabilities as a borrower, guarantor or pledgor under any of the Transaction Documents, except, in each case, to any extent modified hereby.

Section 8. Miscellaneous. Sections 14.07, 14.10 and 14.11 of the Loan Agreement are incorporated herein by reference and apply *mutatis mutandis*.

Section 9. Transaction Document. This Agreement is a Transaction Document and all references to a “Transaction Document” in the Amended Loan Agreement or any other Transaction Document (including any such reference in any representation or warranty in the Amended Loan Agreement or any other Transaction Document) shall be deemed to include this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Bird US Opco, LLC, as Borrower

By: /s/ Travis VanderZanden
Name: Travis VanderZanden
Title: Chief Executive Officer

Bird US Holdco, LLC, as Holdco Guarantor

By: /s/ Travis VanderZanden
Name: Travis VanderZanden
Title: Chief Executive Officer

[Signature Page to Amendment No. 2]

MIDCAP FINANCIAL TRUST,
as the Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management, GP, LLC,
its general partner

By: /s/ Maurice Amsellem

Name: Maurice Amsellem

Title: Authorized Signatory

MIDCAP FINANCIAL TRUST,
as a Lender

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management, GP, LLC,
its general partner

By: /s/ Maurice Amsellem

Name: Maurice Amsellem

Title: Authorized Signatory

MIDCAP FUNDING V TRUST,
as a Lender

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management, GP, LLC,
its general partner

By: /s/ Maurice Amsellem

Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Amendment No. 2]

APOLLO INVESTMENT CORPORATION,
as a Lender

By: Apollo Investment Management, L.P.,
its Investment Manager

By: ACC Management, LLC,
its General Partner

By: /s/ Joseph D. Glatt
Name: Joseph D. Glatt
Title: Vice President

[Signature Page to Amendment No. 2]

Exhibit A

Amended Loan Agreement

[See attached.]

Exhibit B

Clean Copy of Amended Loan Agreement

[See attached.]

Conformed through:
First Amendment to Loan and Security Agreement dated as of June 10, 2021
Amendment No. 2 to Loan and Security Agreement dated as of October 12, 2021

LOAN AND SECURITY AGREEMENT

Dated as of April 27, 2021

by and among

BIRD US OPCO, LLC,
as Borrower,

BIRD US HOLDCO, LLC,
as Holdco Guarantor,

THE PERSONS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

MIDCAP FINANCIAL TRUST,
as Administrative Agent,

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This LOAN AND SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of April 27, 2021 by and among the following parties:

- (i) Bird US Opco, LLC (the "Borrower");
- (ii) Bird US Holdco, LLC (the "Holdco Guarantor" and together with the Borrower, the "Credit Parties" and individually, a "Credit Party");
- (ii) the Persons from time to time party hereto as Lenders; and
- (iii) MidCap Financial Trust ("MidCap"), as Administrative Agent.

PRELIMINARY STATEMENTS

The Borrower has acquired and will acquire from time to time certain electronic scooter vehicles (such vehicles owned by the Borrower from time to time, "Scoters") from Bird Rides, Inc. (the "Parent") pursuant to the Contribution Agreements. The Borrower has requested that the Lenders make Loans from time to time to the Borrower, on the terms, and subject to the conditions set forth herein, secured by, among other things, the Scooters.

In consideration of the mutual agreements, provisions and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Account Bank" means, with respect to the Collection Account and the Reserve Account, the bank listed on Schedule III hereof.

"Account Control Agreement" means each agreement, in form and substance reasonably satisfactory to the Administrative Agent, among the Borrower, the Administrative Agent and the Account Bank, governing the terms of the Collection Account or the Reserve Account, as applicable, that (i) provides the Administrative Agent with control within the meaning of the UCC over the account subject to such agreement and (ii) by its terms, may not be terminated or canceled by the related Account Bank without the written consent of the Administrative Agent or upon no less than thirty (30) days prior written notice to the Administrative Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Administrative Agent" means MidCap, in its capacity as contractual representative for the Lenders, and any successor thereto in such capacity appointed pursuant to Article XI or Section 14.03(f).

“Administrative Agent Fee” means a fee as set forth in the Fee Letter between the Borrower and the Administrative Agent, due in accordance with the terms thereof, and paid in accordance with the Priority of Payments.

“Advance Rate” means, with respect to each Scooter and as of any date of determination, (a) on any day prior to but excluding the Amendment No. 2 Initial Funding Date, 70%; (b) from and after the Amendment No. 2 Initial Funding Date until and including December 31, 2021, 97.50%, (c) from and after January 1, 2022 until and including the date which is the first anniversary of the Amendment No. 2 Initial Funding Date, 90%, and (d) from and after the day after the date which is the first anniversary of the Amendment No. 2 Initial Funding Date, 80%.

“Adverse Claim” means any ownership interest or claim, mortgage, deed of trust, pledge, lien, security interest, hypothecation, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including, but not limited to, any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security and any filed financing statement or other notice of any of the foregoing (whether or not a lien or other encumbrance is created or exists at the time of the filing); it being understood that any of the foregoing in favor of, or assigned to, the Administrative Agent (for the benefit of the Secured Parties) shall not constitute an Adverse Claim.

“Advisors” has the meaning set forth in Section 14.06(c).

“Affected Person” means the Administrative Agent and each Lender.

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote 25% or more of the securities having ordinary voting power for the election of directors or managers of such Person or (y) to direct or cause the direction of the management and policies of such Person, in either case whether by ownership of securities, contract, proxy or otherwise.

“Aggregate Capital” means, at any time of determination, the aggregate principal amount of all Loans made hereunder as of such time.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Amendment No. 2” means that certain Amendment No. 2 to Loan and Security Agreement dated as of October 12, 2021, by and among the Borrower, the Holdco Guarantor, Midcap Financial Trust, in its capacity as Administrative Agent, and the Lenders signatory thereto.

“Amendment No. 2 Effective Date” has the meaning given to such term in Amendment No. 2.

“Amendment No. 2 Initial Funding Date” means the date of the first Credit Extension occurring on or after the Amendment No. 2 Effective Date and after the SPAC Transaction has been consummated.

“Amortization Amount” means, with respect to each Payment Date, an amount equal to the outstanding principal amount of the Loans at the close of business on the last Business Day of the immediately preceding month *multiplied by* the percentage listed on Schedule II hereof corresponding to the immediately preceding month; provided, that the Amortization Amount shall be \$0 for the Payment Dates occurring in November 2021, December 2021, January 2022, February 2022, March 2022 and April 2022.

“Amortization Catch-Up Amount” means, in respect of any Quarterly Payment Date, an amount in Dollars equal to the greater of (a) \$0 and (b) an amount equal to 50% of the aggregate Borrower Net Revenue for all Scooters during the Quarterly Period immediately preceding such Quarterly Payment Date *minus* the Amortization Amount due on such Quarterly Payment Date and the two Payment Dates immediately preceding such Quarterly Payment Date, in each case to the extent actually paid; provided, that, the Amortization Catch-up Amount shall be \$0 for the Quarterly Payment Dates occurring in January 2022 and April 2022.

“Anti-Terrorism Laws” means any Applicable Law relating to terrorism financing, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order, or directive promulgated, issued or enforced pursuant to such Applicable Laws, all as amended, supplemented or replaced from time to time.

“Applicable Law” means, with respect to any Person, (x) all provisions of law, statute, treaty, constitution, ordinance, rule, regulation, ordinance, requirement, restriction, permit, executive order, certificate, decision, directive or order of any Governmental Authority applicable to such Person or any of its property and (y) all judgments, injunctions, orders, writs, decrees and awards of all courts and arbitrators in proceedings or actions in which such Person is a party or by which any of its property is bound. For the avoidance of doubt, FATCA shall constitute an “Applicable Law” for all purposes of this Agreement.

“Applicable Margin” means (i) for each day prior to the Amendment No. 2 Initial Funding Date, 9.00% and (ii) if the Amendment No. 2 Initial Funding Date occurs, 7.50% per annum for each day from and after such date.

“Assignment and Acceptance Agreement” means an assignment and acceptance agreement entered into by a Lender, an Eligible Assignee and the Administrative Agent, and, if required, the Credit Parties, pursuant to which such Eligible Assignee may become a party to this Agreement, in substantially the form of Exhibit C hereto.

“Attorney Costs” means and includes all fees, costs, expenses and disbursements of any law firm or other external counsel but excludes disbursements of internal counsel.

“Bankruptcy Code” means the United States Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, et seq.), as amended from time to time.

“Base LIBOR Rate” means, for each Interest Period, determined by the Administrative Agent in accordance with its customary procedures, and utilizing such electronic or other quotation sources as it considers appropriate (rounded upwards, if necessary, to the next 1/100%), to be the rate at which Dollar deposits (for delivery on the first day of such Interest Period) in the amount of \$1,000,000 are offered to major banks in the London interbank market on or about 11:00 a.m.

(London, England time) two (2) Business Days prior to the commencement of such Interest Period, for a term comparable to such Interest Period, which determination shall be conclusive in the absence of manifest error; provided, however, that if (a) the administrator responsible for determining and publishing such rate per annum has made a public announcement identifying a date certain on or after which such rate shall no longer be provided or published, as the case may be; (b) timely, adequate and reasonable means do not exist for ascertaining such rate and the circumstances giving rise to the Administrative Agent's inability to ascertain LIBOR are unlikely to be temporary, as determined in the Administrative Agent's reasonable discretion; or (c) the Administrative Agent determines that use of LIBOR is no longer appropriate for the purpose of calculating interest under this Agreement and the other Transaction Documents, then the Administrative Agent may, upon prior written notice to the Borrower, choose a reasonably comparable index or source together with corresponding adjustments to any scale factor, spread adjustment and/or floor to such index that the Administrative Agent, in its reasonable discretion, has determined is necessary to preserve the current all-in yield (including interest rate margins, any interest rate floors, original issue discount and upfront fees, but without regard to future fluctuations of such alternative index, it being acknowledged and agreed that neither the Administrative Agent nor any Lender shall have any liability whatsoever from such future fluctuations) to use as the basis for Base LIBOR Rate, such index or source and adjustments to be consistent with the index or source and adjustments being used by the Administrative Agent on similar transactions with lender finance counterparties; provided, further, that if the replacement index or source as so determined would be less than one percent (1%), the replacement index or source will be deemed to be one percent (1%) for the purposes of this Agreement.

"Base Rate" means the per annum rate of interest announced, from time to time, within Wells Fargo at its principal office in San Francisco as its "prime rate," with the understanding that the "prime rate" is one of Wells Fargo's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo may designate; provided, however, that the Administrative Agent may, upon prior written notice to Borrower, choose a reasonably comparable index or source to use as the basis for the Base Rate.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Bird Party" means the Credit Parties and the Parent.

"Borrower" has the meaning set forth in the preamble to this Agreement.

"Borrower Indemnified Amounts" has the meaning set forth in Section 13.01(a).

"Borrower Indemnified Party" has the meaning set forth in Section 13.01(a).

"Borrower Obligations" means all present and future indebtedness, reimbursement obligations, and other liabilities and obligations (howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of the Borrower to any Lender, Borrower Indemnified Party and/or any Affected Person, arising under or in connection with this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby,

and shall include, without limitation, the principal amount of the Loans, all Interest on the Loans, all Fees and all other amounts due or to become due under the Transaction Documents (whether in respect of fees, costs, expenses, indemnifications or otherwise), including, without limitation, interest, fees and other obligations that accrue after the commencement of any Insolvency Proceeding with respect to the Borrower (in each case whether or not allowed as a claim in such proceeding).

“Borrower Net Revenue” means, with respect to a Scooter, (a) all revenue earned in respect of such Scooter minus (b) the sum of (i) sales taxes payable in respect of such Scooter and (ii) Rider Incentive / Contra Pay with respect to such Scooter; provided, that the aggregate amount of Rider Incentive / Contra Pay permitted to be subtracted under this clause (b)(ii) during any Quarterly Period, when added to the amount of Rider Incentive / Contra Pay subtracted for all Scooters over such Quarterly Period, does not exceed 20% of all revenue earned in respect of the Scooters in the aggregate during such Quarterly Period.

“Business Combination Agreement” means that certain Business Combination Agreement dated as of May 11, 2021, by and among Bird Rides, Inc., Bird Global, Inc., Switchback II Corporation, and Maverick Merger Sub Inc., as in effect on the Second Amendment Effective Date.

“Business Day” means any day (other than a Saturday or Sunday) on which banks are not authorized or required to close in New York City, New York or San Francisco, California.

“Capitalized Lease Obligations” shall mean, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP.

“Certificate of Beneficial Ownership” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“Change in Control” means the occurrence of any of the following:

(a) The Holdco Guarantor ceases to own, directly, 100% of the issued and outstanding equity interests of the Borrower free and clear of all Adverse Claims;

(b) Parent ceases to own, directly or indirectly, 100% of the issued and outstanding equity interests of the Holdco Guarantor free and clear of all Adverse Claims;

(c) at any time prior to the consummation of a Qualifying IPO, with respect to Parent, either (i) the Permitted Holders in the aggregate shall at any time cease to have, directly or indirectly, the power to vote or direct the voting of at least 50.1% of the Voting Stock of Parent or (ii) the acquisition of direct or indirect Control of Parent by any Person other than the Permitted Holders; or

(d) at any time after the consummation of a Qualifying IPO (1) any Person (other than a Permitted Holder) or (2) Persons (other than one or more Permitted Holders) constituting a “group” (as such term is used in Sections 13(d) and 14(d) of the Exchange

Act), become the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 under such Exchange Act), directly or indirectly, of Equity Interests representing more than forty percent (40%) of the aggregate ordinary Voting Stock of Parent and the percentage of aggregate ordinary Voting Stock so held is greater than the percentage of the aggregate ordinary Voting Stock represented by the Equity Interests of Parent beneficially owned, directly or indirectly, in the aggregate by the Permitted Holders;

unless, in the case of either clause (c) or clause (d) above, the Permitted Holders have, at such time, the right or the ability by voting power, contract or otherwise to elect or designate for election at least a majority of the board of directors of Parent.

For the avoidance of doubt, the SPAC Transaction shall not constitute a Change in Control but shall constitute a Qualifying IPO.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided, that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to the agreements reached by the Basel Committee on Banking Supervision in “Basel III: A Global Regulatory Framework for More Resilient Banks and Banking Systems” (as amended, supplemented or otherwise modified or replaced from time to time), shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Closing Date” means April 27, 2021.

“Code” means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time.

“Collateral” has the meaning set forth in Section 9.01(a).

“Collection Account” means the account established pursuant to Section 3.01 in the name of the Borrower and maintained at the Account Bank pursuant to an Account Control Agreement for the purpose of receiving Collections.

“Collection Period” means each calendar month, provided that the first Collection Period shall begin on (and include) the Closing Date and end on (and include) May 31, 2021, and the last Collection Period shall end on (but exclude) the Final Payout Date.

“Collections” means all amounts transferred to the Borrower pursuant to the Scooter Lease from time to time, and any other amounts received by the Borrower in respect of the Collateral, including, without limitation, any Insurance Proceeds in respect of the Collateral and, solely to the extent required by Section 8.01(z), refunds of tariffs in respect of any Scooters, and all capital contributions made to the Borrower.

“Commitment” means, with respect to any Lender, the maximum aggregate amount which such Person is obligated to lend or pay hereunder on account of the Loans, as set forth on Schedule I or in such other agreement pursuant to which it became a Lender, as such amount may be modified in connection with any subsequent assignment pursuant to Section 14.03, and as such aggregate amount is reduced by any Loan funded by such Lender hereunder. If the context so requires, “Commitment” also refers to a Lender’s obligation to make Loans hereunder in accordance with this Agreement.

“Commitment Termination Date” means November 30, 2022.

“Contribution Agreements” means, collectively, the Contribution Agreement dated the date hereof between Parent and Holdco Guarantor and the Contribution Agreement dated the date hereof between Holdco Guarantor and Borrower, in each case, contributing the Scooters and other assets described therein.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

“Cost” means, with respect to each Scooter, an amount listed on Schedule V corresponding to the model of such Scooter. Schedule V shall be updated from time to time by agreement between the Borrower and the Lenders, including prior to each Credit Extension, to reflect any change in invoiced costs or tariffs applicable to, or book value of, each model of Scooter.

“Covered Taxes” has the meaning set forth in Section 5.01(a)(ii).

“Credit Extension” means the making of any Loan.

“Credit Parties” has the meaning set forth in the preamble to this Agreement.

“Debt” of any Person shall mean, if and to the extent (other than with respect to clause (i)) the same would constitute indebtedness or a liability on a balance sheet prepared in accordance with GAAP, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (d) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than such obligations accrued in the ordinary course), to the extent that the same would be required to be shown as a long term liability on a balance sheet prepared in accordance with GAAP, (e) all Capitalized Lease Obligations of such Person, (f) all net payments that such Person would have to make in the event of an early termination, on the date Debt of such Person is being determined, in respect of outstanding hedging agreements, (g) the principal component of all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit, (h) the principal component of all obligations of such Person in respect of bankers’ acceptances, and (i) any Guaranty by such Person of Debt described in clauses (a) to (h) above.

“Disqualified Institutions” means (a) any Person that was identified by name in a written list provided by the Bird Parties to the Administrative Agent on or prior to the Amendment No. 2 Effective Date, 2021, (b) competitors of the Bird Parties identified in writing by name by the Bird Parties from time to time to the Administrative Agent, (c) any Affiliate of a competitor identified pursuant to clause (b) above identified in writing by name by the Bird Parties from time to time to the Administrative Agent, and (d) any Affiliate of a Person identified pursuant to clauses (a) or (b) above that is clearly identifiable as an Affiliate of such Person on the basis of such Person’s name, in each case of clauses (c) and (d), other than any Affiliate constituting an institutional lender, bona fide debt fund, or investment vehicle that is engaged in making, purchasing, holding, or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business which is managed, sponsored, or advised by any Person controlling, controlled by, or under common control with such competitor and for which no personnel involved with the investment of such competitor (x) makes (or has the right to make or participates with others in making) any investment decisions or (y) has access to information (other than information publicly available) relating to the Bird Parties; provided, that no Person that is a Lender at the time of such identification may be designated as a Disqualified Institution.

“Dollars” and “\$” each mean the lawful currency of the United States of America.

“Effective Date” has the meaning set forth in Section 6.01 of this Agreement.

“Eligible Assignee” means (a) any Lender or any of its Affiliates, (b) any Person managed by a Lender or any of its Affiliates and (c) any other financial or other institution; provided, that no Disqualified Institution shall be an Eligible Assignee.

“Eligible Scooter” means, on any day, a Scooter (a) that is located in a Municipality in the United States; (b) to which the Borrower has good title, free and clear of Adverse Claims, except for Permitted Liens; (c) that is in good working order and eligible to be rented or deployed to customers (it being agreed that any Scooter that is in good working order and would otherwise be eligible for rent or deployment to customers but for the fact that it has either not been deployed or has been removed from the road by the Servicer, in each case in accordance with its customary practices for managing the seasonality of the fleet of Scooters shall nonetheless satisfy this clause (c)); (d) (x) on any day prior to the Amendment No. 2 Initial Funding Date, that is a Bird 2 model or newer, provided that at any time, up to 25% of all Scooters may be Bird 0 or Bird 1 model scooters, and (y) on any day on or after the Amendment No. 2 Initial Funding Date, that is a Bird 0 model or newer; (e) for which Bird has all Government Approvals; and (f) from and after the date that is sixty (60) days after the Closing Date (or such later date as may be agreed by the Administrative Agent in its sole discretion), that is not an Excess Concentration Scooter.

“Equity Interests” of any person shall mean any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

“ERISA Affiliate” means, with respect to any Person, any corporation, trade or business which together with the Person is a member of a controlled group of corporations or a controlled group of trades or businesses and would be deemed a “single employer” within the meaning of Sections 414(b), (c), (m) of the Code or Section 4001(b) of ERISA.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Event of Bankruptcy” shall be deemed to have occurred with respect to a Person if:

(a) a case or other proceeding shall be commenced, without the application or consent of such Person, in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or any substantial part of its assets, or any similar action with respect to such Person under any law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding shall continue undismitted, or unstayed and in effect, for a period of sixty (60) consecutive days; or an order for relief in respect of such Person shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect; or

(b) such Person shall commence a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for such Person or for any substantial part of its property, or shall make any general assignment for the benefit of creditors; or

(c) the board of directors of such Person (if such Person is a corporation or similar entity) shall vote to implement any of the actions set forth in clause (b) above.

“Event of Default” has the meaning set forth in Section 10.01. For the avoidance of doubt, any Event of Default that occurs shall be deemed to be continuing at all times thereafter unless and until waived in accordance with Section 14.01.

“Excess Concentration Scooter” means each Scooter operated in a Municipality in which more than 20% of the Borrower’s scooters are located.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to an Affected Person or required to be withheld or deducted from a payment to an Affected Person: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Affected Person being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in the Loans or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires an interest in a Loan or its Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.03, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Affected Person’s failure to comply with Section 5.03(f) and (d) any Taxes imposed pursuant to FATCA.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any applicable intergovernmental agreement entered into between the United States and any other Governmental Authority in connection with the implementation of the foregoing and any fiscal or regulatory legislation, rules or official practices adopted pursuant to any such intergovernmental agreement.

“Federal Funds Rate” means, for any day, the rate of interest per annum (rounded upwards, if necessary, to the nearest whole multiple of 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided, however, that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day, and (b) if no such rate is so published on such next preceding Business Day, the Federal Funds Rate for such day shall be the average rate quoted to the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

“Fee Letter” has the meaning set forth in Section 2.03(a).

“Fees” has the meaning set forth in Section 2.03(a).

“Final Maturity Date” means (a) the third anniversary of the Amendment No. 2 Effective Date or (b) such earlier date on which the Loans and all other Borrower Obligations become due and payable pursuant to Section 10.01.

“Final Payout Date” means the date on or after the Commitment Termination Date when all Borrower Obligations (other than unasserted or contingent indemnification claims) shall have been paid in full and all other amounts owing to the Lenders, the Administrative Agent, and any other Borrower Indemnified Party or Affected Person hereunder and under the other Transaction Documents have been paid in full other than unasserted or contingent indemnification claims.

“Financial Officer” of any Person means, the chief executive officer, the chief financial officer, the chief accounting officer, the principal accounting officer, the controller, the treasurer or the assistant treasurer of such Person.

“Foreign Lender” has the meaning set forth in Section 5.03(d)(i).

“GAAP” means generally accepted accounting principles in the United States of America, consistently applied.

“Government Approval” means, with respect to a Scooter, all permits, approvals, licenses, and/or requirements of any applicable governmental authority, if any, necessary for the operation of such Scooter.

“Governmental Authority” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantor Collateral” means “Guarantor Collateral” as defined in the Holdco Guarantee.

“Guaranty” means, with respect to any Person, any obligation of such Person guarantying or in effect guarantying any Debt, liability or obligation of any other Person in any manner, whether directly or indirectly, including any such liability arising by virtue of partnership agreements, including any agreement to indemnify or hold harmless any other Person, any performance bond or other suretyship arrangement and any other form of assurance against loss, except endorsement of negotiable or other instruments for deposit or collection in the ordinary course of business.

“Historical Financial Statements” means the audited financial statements of Parent for the fiscal year ended December 31, 2019 and the unaudited financial statements for Parent for the fiscal quarters ended March 31, 2020, June 30, 2020, September 30, 2020, and December 31, 2020.

“Holdco Guarantee” means the Guarantee and Security Agreement dated as of the date hereof entered into by the Holdco Guarantor.

“Holdco Guarantor” has the meaning set forth in the preamble to this Agreement.

“Identified Impacted Scooters” has the meaning set forth in Section 8.01(y).

“Impacted Scooter” has the meaning set forth in Section 8.01(y).

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Credit Parties under any Transaction Document and (b) to the extent not otherwise described in clause (a) above, Other Taxes.

“Ineligible Scooter” means each Scooter that is not an Eligible Scooter.

“Initial Reserve Account Release Date” means the sixth Payment Date following the Amendment No. 2 Initial Funding Date.

“Insolvency Proceeding” means (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors or (b) any general assignment for the benefit of creditors of a Person, composition, marshaling of assets for creditors of a Person, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors, in each of clauses (a) and (b) undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code.

“Insurance Proceeds” means insurance proceeds from casualty policies.

“Intended Tax Treatment” has the meaning set forth in Section 14.14.

“Interest” means, for any day during any Interest Period (or portion thereof), the amount of interest accrued on the Loans during such Interest Period (or portion thereof) in accordance with Section 2.03(a).

“Interest Period” means the period from and including one Payment Date to but excluding the next Payment Date, provided that the first Interest Period shall begin on (and include) the Closing Date and the last Interest Period shall end on (but exclude) the Final Payout Date. For the avoidance of doubt, the Interest Period from and including the Payment Date in October 2021 to but excluding the Payment Date in November 2021 shall be the period from and including the Payment Date on the fourth Business Day in October 2021 to but excluding the Payment Date on the tenth Business Day in November 2021.

“Interest Rate” means, for any day in any Interest Period, the sum of (a) the LIBOR Rate *plus* (b) the Applicable Margin *plus* (c) for any day on which an Event of Default has occurred and is continuing, an additional default rate of interest equal to 2.00% per annum; provided, however, that no provision of this Agreement shall require the payment or permit the collection of Interest in excess of the maximum permitted by Applicable Law.

“Investment Company Act” means the Investment Company Act of 1940, as amended or otherwise modified from time to time.

“IRS” has the meaning set forth in Section 5.03(d)(i).

“Lenders” means each Person that is or becomes a party to this Agreement in the capacity of a “Lender”.

“Letter of Credit” has the meaning set forth in the Scooter Lease.

“LIBOR Rate” means a per annum rate of interest equal to the greater of (a) 1.00% and (b) the rate determined by the Administrative Agent (rounded upwards, if necessary, to the next 1/100th%) by dividing (i) the Base LIBOR Rate for the Interest Period, by (ii) the sum of one minus the daily average during such Interest Period of the aggregate maximum reserve requirement (expressed as a decimal) then imposed under Regulation D of the Board of Governors of the Federal Reserve System (or any successor thereto) for “Eurocurrency Liabilities” (as defined therein).

“LIBOR Replacement Conforming Changes” means, with respect to any replacement of the Base LIBOR Rate as contemplated in the definition thereof, any technical administrative or operational changes (including, without limitation, changes to the definition of “Base Rate,” “LIBOR Rate”, the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest and other administrative matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such replacement index or source and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the replacement index or source exists, in such other manner of administration as the Administrative Agent decides is reasonable necessary in connection with the administration of this Agreement).

“Lien” means any lien, mortgage, security interest, tax lien, pledge, encumbrance, or conditional sale or title retention arrangement, or any other interest in property designed to secure the repayment of indebtedness, whether arising by agreement or under common law, any statute or other law, contract, or otherwise.

“Loan” means any loan made by a Lender pursuant to Section 2.02.

“Loan Commitment” means, at any time of determination prior to the termination of all Commitments hereunder, the aggregate Commitments of all Lenders at such time.

“Loan Commitment Percentage” means, at any time of determination prior to the termination of all Commitments hereunder, with respect to any Lender, a fraction (expressed as a percentage), the numerator of which is its Commitment at such time and the denominator of which is the aggregate Commitments of all Lenders at such time. For the avoidance of doubt, the Loan Commitment Percentage with respect to any Lender to which all or a portion of any funded Loans is assigned but to which no portion of an unfunded Commitment is assigned shall be 0%.

“Loan Request” means a letter in substantially the form of Exhibit A hereto executed and delivered by the Borrower to the Administrative Agent and the Lenders pursuant to Section 2.02(a).

“LTC Percentage” means, as of any date, a fraction (expressed as a percentage), the numerator of which is the outstanding principal amount of the Loans on such date and the denominator of which is the Total Scooter Cost on such date.

“Material Adverse Effect” means relative to any Person (provided that if no particular Person is specified, “Material Adverse Effect” shall be deemed to be relative to each of the Credit Parties and Parent individually) with respect to any event or circumstance, a material adverse effect on any of the following:

- (a) the assets, operations, business or financial condition of Parent and its Subsidiaries, taken as a whole;
- (b) the assets, operations, business or financial condition of the Holdco Guarantor and the Borrower (taken as a whole);
- (c) the ability of any Credit Party to perform its obligations (taken as a whole) under this Agreement, the Scooter Lease, or any other Transaction Document to which it is a party;

(d) the validity or enforceability of this Agreement, the Scooter Lease, or any other Transaction Document;

(e) the perfection, enforceability or priority of the Administrative Agent's security interest in a material portion of the Collateral or Guarantor Collateral; or

(f) the rights and remedies of the Administrative Agent or the Lenders under the Transaction Documents taken as a whole or associated with their respective interest in the Collateral and Guarantor Collateral.

"Maximum LTC Percentage" means (i) at any time prior to the Amendment No. 2 Initial Funding Date, 85%, (ii) from and after the Amendment No. 2 Initial Funding Date and prior to the first anniversary of the Amendment No. 2 Initial Funding Date, 100%, and (iii) from and after the first anniversary of the Amendment No. 2 Initial Funding Date, 90%.

"Model" has the meaning set forth in Section 6.1(n).

"Month" means each calendar month.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which any Bird Party or any of their respective ERISA Affiliates (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code) is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"Municipality" means each city, municipality, town, or other locality for which Government Approvals are required to be obtained to operate Scooters.

"OFAC" means the U.S. Department of Treasury's Office of Foreign Assets Control.

"OFAC Lists" means, collectively, the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and/or any other list of terrorists or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable executive orders.

"Other Connection Taxes" means, with respect to any Affected Person, Taxes imposed as a result of a present or former connection between such Affected Person and the jurisdiction imposing such Tax (other than connections arising from such Affected Person having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Transaction Document, or sold or assigned an interest in any Loan or Transaction Document).

"Other Taxes" means any and all present or future stamp, court, documentary, intangible, recording, filing or similar Taxes arising from any payment made hereunder or from the execution, delivery, filing, recording or enforcement of, or otherwise in respect of, this Agreement, the other Transaction Documents and the other documents or agreements to be delivered hereunder or thereunder, except for any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“Parent” has the meaning set forth in the Preliminary Statements; provided, that, upon consummation of any transaction that constitutes a Qualifying IPO pursuant to clause (b) of the definition thereof, “Parent” shall mean any successor entity by merger or combination as a result of such Qualifying IPO.

“Parent Representation Letter” means the Parent Representation Letter dated as of April 27, 2021, made by Parent for the benefit of the Secured Parties under this Agreement.

“Participant” has the meaning set forth in Section 14.03(d).

“Participant Register” has the meaning set forth in Section 14.03(e).

“PATRIOT Act” has the meaning set forth in Section 14.15.

“Payment Date” means (a) prior to and including the Payment Date in October 2021 and so long as no Event of Default is continuing, the fourth Business Day of each calendar month, (b) prior to the Final Maturity Date and so long as no Event of Default is continuing, the tenth day of each calendar month beginning with the Payment Date in November 2021, or if such day is not a Business Day, the first following day that is a Business Day, and (c) on and after the Final Maturity Date or if an Event of Default is continuing, each day selected from time to time by the Administrative Agent (with the consent or at the direction of the Lenders) (it being understood that the Administrative Agent (with the consent or at the direction of the Lenders) may select such Payment Date to occur as frequently as daily), or, in the absence of such selection, the tenth day of each calendar month, or if such day is not a Business Day, the first following day that is a Business Day.

“Payment Date Certificate” means a certificate in the form of Exhibit B hereto.

“PBGC” means the Pension Benefit Guaranty Corporation, or any successor thereto.

“Pension Plan” means a pension plan as defined in Section 3(2) of ERISA that is subject to Title IV of ERISA (other than a Multiemployer Plan) that is maintained or contributed to by a Bird Party or any of their respective ERISA Affiliates or with respect to which any Bird Party may have any liability, contingent or otherwise.

“Permitted Holders” means (i) each of the Persons owning Voting Stock of the Parent on the Closing Date and (ii) those individuals acting from time to time as officers, directors, managers, employees or members, or in any similar capacity, for any entity referred to in clause (i) above, together with, in the case of clause (ii), any entities owned or controlled by any such individuals, independently or together with one or more entities referred to above.

“Permitted Liens” means:

(a) Liens for Taxes (i) not yet delinquent, (ii) which are being contested in good faith by appropriate proceedings timely instituted and diligently conducted and reserves required by GAAP have been made, or (iii) not in excess of \$100,000 individually or \$500,000 in the aggregate, in each case at any time;

(b) Liens in favor of banking institutions arising as a matter of law or under general terms and conditions encumbering deposits (including the right of set off) and which are within the general parameters customary in the banking industry;

(c) statutory Liens in favor of carriers, warehousemen, mechanics, repairmen and other similar Liens imposed by law, in each case incurred in the ordinary course of business; and

(d) Liens in favor of the Administrative Agent (for the benefit of the Secured Parties).

“Person” means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or any Governmental Authority.

“Potential Event of Default” means an event that but for notice or lapse of time or both would constitute an Event of Default.

“Priority of Payments” has the meaning given to it in Section 4.01.

“Projections” shall mean the Model and any forward-looking statements (including statements with respect to booked business) of the Bird Parties and their Subsidiaries furnished to the Lenders or the Administrative Agent by or on behalf of the Bird Parties.

“Qualifying IPO” means (a) the issuance by Parent or any direct or indirect parent entity of Parent, or of any Permitted Holder, of the common equity interests of Parent or any direct or indirect parent entity of Parent in an underwritten public offering (other than a public offering pursuant to a registration statement on Form S-8 (or equivalent forms applicable for foreign public companies or foreign private issuers) or any successor form) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering), (b) any transaction or series of related transactions following consummation of which Parent or any direct or indirect parent entity of Parent is either subject to the periodic reporting obligations of the Exchange Act or has a class or series of Equity Interests publicly traded on a United States national securities exchange, or (c) the acquisition, purchase, merger or combination of Parent (or any parent entity or subsidiary thereof), by or with, a publicly traded special acquisition company or targeted acquisition company or any entity similar to the foregoing (or any subsidiary thereof) that results in the Equity Interests of Parent (or any parent entity or subsidiary thereof), or its successor by merger or combination, being traded on, or Parent (or any parent entity or subsidiary thereof) being wholly-owned by another entity whose equity is traded on, a United States national securities exchange.

“Quarterly Payment Date” means the Payment Date occurring in the months of January, April, July, and October, commencing in July 2021.

“Quarterly Period” means the three calendar-month periods ending in March, June, September, and December; provided, that the first Quarterly Period occurring after the Closing Date shall be the period commencing on and including the Closing Date and ending on June 30, 2021.

“Register” has the meaning set forth in Section 14.03(b).

“Reportable Event” means any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Pension Plan (other than a Pension Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code).

“Representatives” has the meaning set forth in Section 14.06(c).

“Required Reserve Amount” means (a) with respect to any Payment Date prior to the Initial Reserve Account Release Date, an amount equal to the lesser of (i) 15.0% of the highest outstanding principal amount of the Loans during the period from the Amendment No. 2 Effective Date to and including the Commitment Termination Date, or (ii) \$22,500,000; and (b) with respect to any Quarterly Payment Date on or after the Initial Reserve Account Release Date, an amount equal to the lesser of (i) 15.0% of the outstanding principal amount on the Loans on such Quarterly Payment Date (calculated giving effect to any principal repayment made on such Quarterly Payment Date pursuant to the Priority of Payments), or (ii) \$22,500,000.

“Reserve Account” means the Account established pursuant to Section 3.02 and maintained at the Account Bank pursuant to an Account Control Agreement.

“Reserve Account Release Amount” means, with respect to any Quarterly Payment Date on or after the Initial Reserve Account Release Date, the amount, if any, by which the amount on deposit in the Reserve Account exceeds the Required Reserve Amount.

“Responsible Officer” of any Person means, any Financial Officer, the chief operating officer, general counsel or other similar officer of such Person.

“Restricted Payments” has the meaning set forth in Section 8.01(m).

“Revenue Sweep Waiver Request” has the meaning set forth in Section 2.02(c).

“Rider Incentive / Contra Pay” means any and all refunds, transaction disputes, rider coupons, rider credits, and failed payments relating to the amount payable by a rider in connection with the use of a Scooter.

“Sanctioned Country” means a country subject to a sanctions program maintained under any Anti-Terrorism Law, including any such country identified on the list maintained by OFAC and available at: <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, or as otherwise published from time to time.

“Sanctioned Person” means (a) a person named on the list of “Specially Designated Nationals” or “Blocked Persons” maintained by OFAC available at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or as otherwise published from time to time, (b) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country or (iii) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC, or (c) any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law.

“Scooter” has the meaning set forth in the Preliminary Statements.

“Scooter IP” has the meaning set forth in the Scooter Lease.

“Scooter Lease” means the Master Scooter Operating Lease and Servicing Agreement dated as of April 27, 2021 among the Borrower as Lessor and Parent as Lessee and Servicer, as amended by that certain Amendment No. 1 to Master Scooter Lease, dated as of October 12, 2021.

“Secured Parties” means each Lender, each Borrower Indemnified Party and each Affected Person.

“Securities Act” means the Securities Act of 1933, as amended or otherwise modified from time to time.

“Solvent” means, with respect to any Person and as of any particular date, (a) the present fair market value of the assets of such Person is not less than the total liabilities of such Person, (b) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business, (c) such Person is not incurring debts or liabilities beyond its ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in any business or transaction, and is not about to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such Person is engaged.

“SPAC Transaction” means a merger or business combination pursuant to the Business Combination Agreement (including, for purposes of this definition, any amendment to the Business Combination Agreement after the Second Amendment Effective Date).

“Subsidiary” means, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock of each class or other interests having ordinary voting power (other than stock or other interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors or other managers of such entity are at the time owned, or management of which is otherwise controlled: (a) by such Person, (b) by one or more Subsidiaries of such Person or (c) by such Person and one or more Subsidiaries of such Person.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority and all interest, penalties, additions to tax and any similar liabilities with respect thereto.

“Total Scooter Cost” means, in respect of any date, an amount equal to the number of Eligible Scooters on such date multiplied by the Cost of each Eligible Scooter.

“Transaction Documents” means this Agreement, the Contribution Agreements, the Account Control Agreements, the Scooter Lease, the Fee Letters, the Holdco Guarantee, the Parent Representation Letter, and all other agreements executed and delivered under or in connection with this Agreement, in each case as the same may be amended, supplemented or otherwise modified from time to time in accordance with this Agreement.

“U.S. Tax Compliance Certificate” has the meaning set forth in Section 5.03(d)(1)(C).

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

“Volcker Rule” means Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder.

“Voting Stock” shall mean, with respect to any person, such person’s Equity Interests having the right to vote for the election of directors of such person under ordinary circumstances.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

SECTION 1.02. Other Interpretative Matters. All terms used in Article 9 of the UCC in the State of New York and not specifically defined herein, are used herein as defined in such Article 9. For purposes of this Agreement, the other Transaction Documents and all such certificates and other documents, unless the context otherwise requires: (a) references to any amount as on deposit or outstanding on any particular date means such amount at the close of business on such day; (b) the words “hereof,” “herein” and “hereunder” and words of similar import refer to such agreement (or the certificate or other document in which they are used) as a whole and not to any particular provision of such agreement (or such certificate or document); (c) unless otherwise expressly indicated, all references to any Article, Section, Schedule, Exhibit, or Annex are references to Articles, Sections, Schedules, Exhibits, and Annexes in or to such agreement (or the certificate or other document in which the reference is made), and references to any paragraph, subsection, clause, or other subdivision within any Section or definition refer to such paragraph, subsection, clause, or other subdivision of such Section or definition; (d) the term “including” means “including without limitation”; (e) references to any Applicable Law refer to that Applicable Law as amended from time to time and include any successor Applicable Law; (f) references to any agreement refer to that agreement as from time to time amended, restated or supplemented or as the terms of such agreement are waived or modified in accordance with its terms; (g) references to any Person include that Person’s permitted successors and assigns; (h) headings are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof; (i) unless otherwise provided, in the calculation of time from a specified date to a later specified date, the term “from” means “from and including”, and the terms “to” and “until” each means “to but excluding”; (j) terms in one gender include the parallel terms in the neuter and opposite gender; and (k) the term “or” is not exclusive. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision

hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

ARTICLE II

TERMS OF THE LOANS

SECTION 2.01. Loan Facility. Upon a request by the Borrower pursuant to Section 2.02, and on the terms and subject to the conditions hereinafter set forth, each applicable Lender shall, ratably in accordance with its respective Loan Commitment Percentage, severally and not jointly, make Loans to the Borrower from time to time during the period from the Effective Date to the Commitment Termination Date. Under no circumstances shall any Lender be obligated to make any such Loan if, after giving effect to such Loan, the Aggregate Capital of all Loans extended pursuant to this Article II exceeds the Loan Commitment or such Lender's share of such Loan exceeds such Lender's Commitment. To the fullest extent consistent with applicable laws and regulations, all loans made hereunder shall constitute a single tranche and be fungible with each other. The Borrower shall not have any right to reborrow any portion of the Loan that is repaid or prepaid from time to time. As of the Amendment No. 2 Effective Date, the outstanding principal amount of Loans is \$11,259,996.09 and, subject to the terms herein, the amount of available Commitments to be borrowed hereunder are \$138,740,003.91.

SECTION 2.02. Making of Loans; Repayment of Loans

(a) On the terms and subject to the conditions hereinafter set forth, each Loan hereunder shall be made on a Business Day upon the Borrower's prior written request to the Administrative Agent (who shall promptly provide to each Lender) in the form of a Loan Request attached hereto as Exhibit A. Each such request for a Loan shall be made no later than 2:00 p.m. (New York City time) on the date that is two (2) Business Days prior to the date such requested Loan is to be made (it being understood that any such request made after such time shall be deemed to have been made on the following Business Day) and shall specify the amount of the Loan(s) requested (which shall be in an amount not less than \$2,000,000 and shall be an integral multiple of \$100,000 in excess thereof, or shall be in such lower amount as requested by the Borrower and agreed to by the Administrative Agent in its sole discretion). On the date of each Loan specified in the applicable Loan Request, the Lenders shall, upon satisfaction of the applicable conditions set forth in Article VI and pursuant to the other conditions set forth in this Article II, make available to the Borrower in same day funds an aggregate amount equal to the amount of such Loans requested. All Loan proceeds shall be deposited to the Collection Account and may be distributed by the Borrower to the Holdco Guarantor and by the Holdco Guarantor to the Parent to pay the purchase price (including any deposit towards such purchase price) of the Scooters (or reimburse the Parent for the same) identified in the related Loan Request to be purchased with the proceeds of such Loan(s) pursuant to the Contribution Agreements.

(b) Each Lender's obligation shall be several, such that the failure of any Lender to make available to the Borrower any funds in connection with any Loan shall not relieve any other Lender of its obligation, if any, hereunder to make funds available on the date such Loans are requested (it being understood that no Lender shall be responsible for the failure of any other Lender to make funds available to the Borrower in connection with any Loan hereunder).

(c) The outstanding principal amount of all Loans shall become immediately due and payable in full on the Final Maturity Date. Prior thereto principal of the Loans shall be due on each Payment Date in an amount equal to the Amortization Amount for such Payment Date and on each Quarterly Payment Date in an amount equal to the Amortization Catch-Up Amount for such Quarterly Payment Date; provided that the Borrower may, no later than the date that is twenty (20) Business Days following the last day of the most recently ended fiscal quarter of the Borrower, by written notice to the Administrative Agent (such request, a "**Revenue Sweep Waiver Request**"), request that the Amortization Catch-Up Amount for the immediately succeeding Quarterly Payment Date be equal to any amount less than the required amount thereof (including, without limitation, \$0), and the Administrative Agent shall use commercially reasonable efforts to notify the Borrower in writing within five (5) Business Days (but in any event within ten (10) Business Days) of receipt of such Revenue Sweep Waiver Request as to whether it has, in its sole discretion, agreed to or rejected such Revenue Sweep Waiver Request; provided, that, if the Administrative Agent has not responded to the Borrower with respect to such Revenue Sweep Waiver Request within ten (10) Business Days, the Administrative Agent shall be deemed to have rejected such request. The Borrower may also repay the Loans in accordance with the terms of Section 2.02(d).

(d) The Borrower may from time to time, with at least two (2) Business Days prior delivery to the Administrative Agent of an appropriately completed Payment Notification in the form attached hereto as Exhibit D, prepay the Loans in whole or in part, without premium or penalty; provided, however, that each such prepayment shall be in an amount equal to \$100,000 or a higher integral multiple of \$25,000 and shall be accompanied by any accrued and unpaid Interest on the amount prepaid and any applicable Fees. Principal payments shall continue in accordance with the Priority of Payments, notwithstanding any partial prepayment of the Loans. The Administrative Agent shall distribute to the Lenders (ratably, based on the amount then due and owing) any amounts received in respect of an optional prepayment in accordance with this Section 2.02(d).

SECTION 2.03. Interest and Fees.

(a) The Loans shall accrue Interest on each day at the then applicable Interest Rate. The Borrower shall pay all Interest accrued during each Interest Period on the immediately following Payment Date. Interest shall be paid in accordance with the Priority of Payments.

(b) The Borrower shall pay to each Lender and the Administrative Agent certain fees (collectively, the "Fees") in the amounts set forth in the fee letter agreements among the Borrower, the Lenders, and the Administrative Agent (each as amended, restated, supplemented or otherwise modified from time to time, a "Fee Letter").

SECTION 2.04. Records of Loans. Each Lender shall record in its records the date and amount of the Loans made by such Lender hereunder, the Interest Rate with respect thereto, the Interest accrued thereon, and each repayment and payment thereof. Subject to Section 14.03(b), such records shall be *prima facie* evidence of the existence and amount of the obligations recorded therein. The failure to so record any such information or any error in so recording any such information shall not, however, limit or otherwise affect the obligations of the Borrower hereunder or under the other Transaction Documents to repay to each Lender the Loans, together with all Interest accruing thereon, and all other Borrower Obligations.

ARTICLE III

ACCOUNTS AND COLLECTIONS

SECTION 3.01. Collection Account. The Borrower shall establish and maintain the Collection Account. The Borrower shall maintain therein Collections and any other amounts required to be paid thereto pursuant to the Transaction Documents. Amounts on deposit in the Collection Account shall be applied on each Payment Date in accordance with the Priority of Payments. The Borrower shall not otherwise be permitted to withdraw amounts from the Collection Account; provided, that the Borrower may withdraw amounts from the Collection Account as follows: (i) the Borrower may distribute any Loan proceeds (or portion thereof) to the Holdco Guarantor and the Holdco Guarantor may distribute the same to the Parent, (ii) the Borrower may distribute the amounts described in clause (vii) of the definition of "Priority of Payments" to the Holdco Guarantor and the Holdco Guarantor may distribute the same to the Parent, and (iii) in lieu of any such distribution described in the foregoing clause (ii), the Borrower may use all or a portion of the amount described in clause (vii) of the definition of "Priority of Payments" to make an optional prepayment of the Loans on the applicable Payment Date in accordance with Section 2.02(d) (such prepayment to be made after the application of the Priority of Payments on such Payment Date).

SECTION 3.02. Reserve Account. The Borrower shall establish and maintain the Reserve Account. The Borrower shall maintain therein amounts allocated thereto pursuant to the Priority of Payments on any Payment Date. The Borrower shall not be permitted to withdraw funds from the Reserve Account, provided that on any Quarterly Payment Date on or after the Initial Reserve Account Release Date, the Borrower shall be permitted to withdraw the Reserve Account Release Amount, if any, from the Reserve Account.

SECTION 3.03. Collections. The Borrower shall deposit all Collections into the Collection Account.

ARTICLE IV

SETTLEMENT PROCEDURES AND PAYMENT PROVISIONS

SECTION 4.01. Priority of Payments.

(a) On each Payment Date, the Borrower shall direct the Account Bank to distribute all amounts on deposit in the Collection Account on such Payment Date in the following order of priority (the "Priority of Payments"), in accordance with the Payment Date Certificate for such Payment Date:

(i) first, to the Administrative Agent, Lenders, Borrower Indemnified Parties, and Affected Persons on *apro rata* basis, all accrued and unpaid expenses, costs, or indemnification amounts;

(ii) second, to the Administrative Agent, the Administrative Agent Fee, to the extent due and unpaid;

(iii) third, to the Administrative Agent for distribution to the Lenders (ratably, based on the amount then due and owing), all accrued and unpaid Interest due to each such Lender for the immediately preceding Interest Period, plus, if applicable, the amount of any such Interest payable for any prior Interest Period to the extent such amount has not been distributed to each such Lender, and any interest accrued pursuant to Section 4.02(b), to the extent unpaid;

(iv) fourth, to the Administrative Agent for distribution to the Lenders (ratably, based on the amount then due and owing) (A) if an Event of Default is continuing on such Payment Date, the outstanding principal amount of the Loans, or (B) if an Event of Default is not continuing on such Payment Date, the Amortization Amount for such Payment Date;

(v) fifth, if such Payment Date is a Quarterly Payment Date, to the Administrative Agent for distribution to the Lenders (ratably, based on the amount then due and owing), the Amortization Catch-Up Amount (calculated after giving effect to the proviso in Section 2.02(c)), if any;

(vi) sixth, if on such Payment Date the balance of the Reserve Account is less than the Required Reserve Amount, to the Reserve Account an amount equal to the greater of (x) zero and (y) the difference between the Required Reserve Amount and the amount on deposit in the Reserve Account; and

(vii) seventh, the balance, if any, to be paid at the direction of the Borrower.

(b) Notwithstanding anything to the contrary set forth in this Section 4.01, the Administrative Agent shall have no obligation to distribute or pay any amount under this Section 4.01 except to the extent actually received by the Administrative Agent or available to the Administrative Agent from funds on deposit in the Collection Account. All payments or distributions to be made by any Credit Party and any other Person to the Administrative Agent or the Lenders (or their respective related Affected Persons and the Borrower Indemnified Parties), shall be paid or distributed to the applicable party to which such amounts are owed.

(c) If and to the extent the Administrative Agent, any Lender, any Affected Person or any Borrower Indemnified Party shall be required for any reason to pay over to any Person (including any Credit Party or any trustee, receiver, custodian or similar official in any Insolvency Proceeding) any amount received on its behalf hereunder, such amount shall be deemed not to have been so received but rather to have been retained by the Borrower and, accordingly, the Administrative Agent, such Lender, such Affected Person or such Borrower Indemnified Party, as the case may be, shall have a claim against the Borrower for such amount.

SECTION 4.02. Payments and Computations, Etc.

(a) All amounts payable to the Administrative Agent, any Lender, any Affected Person or any Borrower Indemnified Party hereunder shall be paid no later than 2:00 p.m. (New York City time) on the day when due in same day funds to the applicable party to which such amounts are due.

(b) The Borrower shall, to the extent permitted by Applicable Law, pay interest on any amount not paid or deposited by it when due hereunder, at an interest rate per annum equal to 2.00% per annum above the then applicable Interest Rate, payable in accordance with the Priority of Payments or otherwise on written demand.

(c) All computations of interest under subsection (b) above and all computations of Interest, Fees and other amounts hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed. Whenever any payment or deposit to be made hereunder shall be due on a day other than a Business Day, such payment or deposit shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of such payment or deposit.

ARTICLE V

INCREASED COSTS; FUNDING LOSSES; TAXES; ILLEGALITY; SECURITY INTEREST

SECTION 5.01. Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Affected Person;

(ii) subject any Affected Person to any Taxes (except to the extent such Taxes are (A) Indemnified Taxes for which relief is sought under Section 5.03, (B) Taxes described in clause (b) through (d) of the definition of Excluded Taxes or (C) Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes; the Taxes described in this parenthetical, "Covered Taxes") on its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Affected Person any other condition, cost or expense (other than Taxes) (A) affecting the Collateral, this Agreement, any other Transaction Document, any Loan or any participation therein or (B) affecting its obligations or rights to make Loans;

and the result of any of the foregoing shall be to increase the cost to such Affected Person of (A) acting as the Administrative Agent or a Lender hereunder, (B) funding or maintaining any Loan or (C) maintaining its obligation to fund or maintain any Loan, or to reduce the amount of any sum received or receivable by such Affected Person hereunder, then, upon request of such Affected Person, the Borrower shall pay to such Affected Person such additional amount or amounts as will compensate such Affected Person for such additional costs incurred or reduction suffered.

(b) Capital Adequacy. If any Lender shall reasonably determine that any Change in Law regarding capital adequacy, or the compliance by any Lender or any Person controlling such Lender with any request, guideline or directive regarding capital adequacy (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency adopted or otherwise taking effect after the Closing Date, has or would have the effect of reducing the rate of return on such Lender's or such controlling Person's capital as a consequence of such Lender's obligations hereunder to a level below that which such Lender or such controlling Person could have achieved but for such Change in Law or compliance (taking into consideration such Lender's or such controlling Person's policies with respect to capital adequacy) then from time to time, upon demand by such Lender (which demand shall be accompanied by a certificate setting forth the basis for such demand and a calculation of the amount thereof in reasonable detail, a copy of which shall be furnished to the Administrative Agent), the Borrower shall promptly pay to such Lender such additional amount as will compensate such Lender or such controlling Person for such reduction, so long as such amounts have accrued on or after the day which is two hundred seventy (270) days prior to the date on which such Lender first made demand therefor.

(c) [Reserved].

(d) Certificates for Reimbursement. A certificate of an Affected Person setting forth the amount or amounts necessary to compensate such Affected Person or its holding company, as the case may be, as specified in clause (a), (b) or (c) of this Section and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall, subject to the priorities of payment set forth in Section 4.01, pay such Affected Person the amount shown as due on any such certificate on the first Payment Date occurring after the Borrower's receipt of such certificate; provided, that any such certificate shall state the basis upon which such amount has been calculated and certify that such Affected Person's method of allocation is not inconsistent with its method of allocation used for other trade receivable securitization facilities or debt facilities which are subject to similar provisions for which reimbursement is being sought.

(e) Delay in Requests. Failure or delay on the part of any Affected Person to demand compensation pursuant to this Section shall not constitute a waiver of such Affected Person's right to demand such compensation; provided, that the Borrower shall not be required to compensate a Lender pursuant to this Section 5.01 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided, further, that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180 day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 5.02. LIBOR Rate .

(a) The LIBOR Rate may be adjusted by the Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs to such Lender of maintaining or obtaining any eurodollar deposits or increased costs, in each case, due to any Change in Law occurring subsequent to the commencement of the then applicable Interest Period, including changes in tax laws (except changes of general applicability in corporate income tax laws or changes in law with respect to Covered Taxes) and changes in the reserve requirements imposed by the Board of Governors of the Federal Reserve System (or any successor), which additional or increased costs would increase the cost of funding loans bearing interest based upon the LIBOR Rate. In any such event, the affected Lender shall give the Borrower and the Administrative Agent notice of such a determination and adjustment and the Administrative Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, the Borrower may, by notice to such affected Lender (I) require such Lender to furnish to the Borrower a statement setting forth the basis for adjusting such LIBOR Rate and the method for determining the amount of such adjustment, or (II) repay the Loans bearing interest based upon the LIBOR Rate with respect to which such adjustment is made.

(b) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation of application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to maintain Loans bearing interest based upon the LIBOR Rate or to continue such maintaining, or to determine or charge interest rates at the LIBOR Rate, such Lender shall give notice of such changed circumstances to the Administrative Agent and the Borrower and the Administrative Agent promptly shall transmit the notice to each other Lender, (i) in the case of the pro rata share of the Loans held by such Lender and then outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such portion of the Loans, and interest upon such portion thereafter shall accrue interest at the Base Rate plus the Applicable Margin, and (ii) such portion of the Loans shall continue to accrue interest at the Base Rate plus the Applicable Margin until such Lender determines that it would no longer be unlawful or impractical to maintain such Loans at the LIBOR Rate.

(c) Anything to the contrary contained herein notwithstanding, neither the Administrative Agent nor any Lender is required actually to acquire eurodollar deposits to fund or otherwise match fund any Obligation as to which interest accrues based on the LIBOR Rate.

(d) In connection with the any replacement of the Base LIBOR Rate as contemplated in the definition thereof, the Administrative Agent will have the right to make LIBOR Replacement Conforming Changes and amendments implementing such LIBOR Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement. The Administrative Agent will promptly notify the Credit Parties and the Lenders of (i) replacement of the Base LIBOR Rate as contemplated in the definition thereof and (ii) the effectiveness of any LIBOR Replacement Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent in

connection with any replacement of the Base LIBOR Rate, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 5.02. Notwithstanding the foregoing, the Administrative Agent will cooperate with the Borrower to effectuate any modification to this Agreement or the credit extensions made connection therewith (as contemplated by this Section 5.02) in a manner that does not result in a deemed exchange of such credit extensions under Section 1001 of the Code.

SECTION 5.03. Taxes.

(a) Payments Free of Taxes. All payments of principal and interest on the Loans and all other amounts payable hereunder shall be made free and clear of and without deduction for Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by the applicable withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and if any such withholding or deduction is in respect of any Indemnified Taxes, then the Borrower shall pay such additional amount or amounts as is necessary to ensure that the net amount actually received by the Administrative Agent (for amounts received for its own account) and each Lender will equal the full amount the Administrative Agent and such Lender would have received had no such withholding or deduction of Indemnified Taxes been required (including, without limitation, such withholdings and deductions applicable to additional sums payable under this Section 5.03). After payment of any Tax by the Borrower to a Governmental Authority pursuant to this Section 5.03, the Borrower shall promptly forward to the Administrative Agent the original or a certified copy of an official receipt, a copy of the return reporting such payment, or other documentation satisfactory to the Administrative Agent evidencing such payment to such authority.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or, at the option of the Administrative Agent, timely reimburse the Administrative Agent for the payment of, any Other Taxes.

(c) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent and the Lenders, within ten (10) days after demand thereof, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.03) payable or paid by the Administrative Agent or any Lender or required to be withheld or deducted from a payment to the Administrative Agent or any Lender and any expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes and Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate in reasonable detail as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments made under any Transaction Document shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 5.03(d)(i), 5.03(d)(ii) and 5.03(f) below) shall not be required if in such Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(i) Each Lender that is not a "United States person" (as such term is defined in Section 7701(a)(30) of the Code) for U.S. federal income tax purposes and is a party hereto on the Closing Date or purports to become an assignee of an interest pursuant to Section 14.03 after the Closing Date (unless such Lender was already a Lender hereunder immediately prior to such assignment) (each such Lender a "Foreign Lender") shall, to the extent permitted by Applicable Law, execute and deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) whichever of the following is applicable: (A) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, (x) with respect to payments of interest under any Transaction Document, two (2) properly completed and executed originals of United States Internal Revenue Service ("IRS") Forms W-8BEN or W-8BEN-E (or successor form) establishing an exemption from, or reduction of, U.S. federal withholding tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Transaction Documents, two (2) properly completed and executed originals of IRS Forms W-8BEN or W-8BEN-E (or successor form) establishing an exemption from, or reduction of, U.S. federal withholding tax pursuant to the "business profits" or "other income" article of such tax treaty; (B) two (2) executed originals of Form W-8ECI (or successor form); (C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) two (2) executed originals of IRS Forms W-8BEN or W-8BEN-E (or successor form); (D) to the extent a Foreign Lender is not the

beneficial owner, two (2) executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E (or successor form), a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-2 or Exhibit G-3, IRS Form W-9 (or successor form), and/or other certification documents from each beneficial owner, as applicable; provided, that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner; or (E) other applicable forms, certificates or documents prescribed by the IRS. Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so. In addition, to the extent permitted by Applicable Law, such forms shall be delivered by each Foreign Lender upon the obsolescence or invalidity of any form previously delivered by such Foreign Lender. Each Foreign Lender shall promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose).

(ii) Each Lender that is a "United States person" (as such term is defined in Section 7701(a)(30) of the Code) for U.S. federal income tax purposes and is a party hereto on the Closing Date or purports to become an assignee of an interest pursuant to Section 14.03 after the Closing Date (unless such Lender was already a Lender hereunder immediately prior to such assignment) shall provide to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), a properly completed and executed IRS Form W-9 or any successor form certifying as to such Lender's entitlement to an exemption from U.S. backup withholding and, to the extent permitted by Applicable Law, other applicable forms, certificates or documents prescribed by the IRS or reasonably requested by the Borrower or Administrative Agent. Each such Lender shall promptly notify the Borrower at any time it determines that any certificate previously delivered to the Borrower (or any other form of certification adopted by the U.S. governmental authorities for such purposes) is no longer valid.

(iii) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or Administrative Agent to determine the withholding or deduction required to be made.

(iv) The Administrative Agent shall deliver to the Borrower, on or prior to the date on which it becomes a party to this Agreement, a duly completed IRS Form W-8, with the effect that the Borrower may make payments to the Administrative Agent, to the extent such payments are received by the Administrative Agent as an intermediary, without deduction or withholding of any Taxes imposed by the United States (and the Administrative Agent will serve as a U.S. withholding agent (and complete associated reporting responsibilities) with respect to Chapter 3 and Chapter 4 withholding on amounts paid to the Administrative Agent in respect of the Loans (or any other amounts payable hereunder).

(e) Treatment of Certain Refunds. If any Lender determines, in its sole discretion exercised in good faith, that it has received a refund in respect of any Taxes as to which it has been indemnified by the Borrower pursuant to this Section 5.3 (including by the payment of additional amounts pursuant to this Section 5.3), then it shall promptly pay an amount equal to such refund to the Borrower, net of all reasonable out-of-pocket expenses of such Lender or of the Administrative Agent with respect thereto, including any Taxes; provided, however, that the Borrower, upon the written request of such Lender or the Administrative Agent, agrees to repay any amount paid over to the Borrower to such Lender or to the Administrative Agent (plus any related penalties, interest or other charges imposed by the relevant Governmental Authority) in the event such Lender or the Administrative Agent is required, for any reason, to disgorge or otherwise repay such refund. Notwithstanding anything to the contrary in this Section 5.3, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 5.3(e) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 5.3 shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(f) Documentation Required by FATCA. If a payment made to a Lender under any Transaction Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or Administrative Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Credit Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Credit Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 14.03(e) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Transaction Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Transaction Document or otherwise payable by the Administrative Agent to such Lender from any other source against any amount due to the Administrative Agent under this paragraph (g).

(h) Survival. Each party's obligations under Section 5.03(a) through (g) shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, and the repayment, satisfaction or discharge of all Borrower Obligations hereunder.

ARTICLE VI

CONDITIONS TO EFFECTIVENESS AND CREDIT EXTENSIONS

SECTION 6.01. Conditions Precedent to Effectiveness of this Agreement. This Agreement shall be effective on the date (the "Effective Date") on which the conditions precedent are satisfied:

(a) Transaction Documents. The Administrative Agent and the Lenders shall have received copies of each of the Transaction Documents executed and delivered by each party thereto.

(b) Organizational Documents: Incumbency. The Administrative Agent and the Lenders shall have received (i) true, correct and complete copies of the organizational documents of the Bird Parties; (ii) signature and incumbency certificates of the officers of each of the Bird Parties executing the Transaction Documents to which it is a party; (iii) resolutions of the Board of Directors or similar governing body of each of the Bird Parties approving and authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party or by which it or its assets may be bound as of the Closing Date, certified as of the Closing Date by a Responsible Officer as being in full force and effect without modification or amendment; (iv) a good standing certificate from the applicable Governmental Authority of each of the Bird Parties' jurisdiction of incorporation, organization or formation dated a recent date prior to the Closing Date; and (v) such other documents as Administrative Agent or the Lenders may reasonably request.

(c) Transaction Costs. At least two (2) Business Days prior to the Closing Date, the Borrower shall have delivered to the Lenders the Borrower's reasonable best estimate of the fees, costs and expenses payable by the Parent or the Borrower on or before the Closing Date in connection with the transactions contemplated by the Transaction Documents.

(d) Liens. The Administrative Agent and the Lenders shall have received the results of a recent search, by a Person satisfactory to the Lenders, of all effective UCC financing statements (or equivalent filings) made with respect to any personal or mixed property of the Bird Parties, together with copies of all such filings disclosed by such search.

(e) Financial Statements. The Lenders shall have received the Historical Financial Statements.

(f) Letter of Credit. The Borrower shall have delivered to the Administrative Agent a copy of the Letter of Credit with a face amount equal to or greater than \$15,000,000.

(g) Opinions of Counsel to Credit Parties. Lenders and their respective counsel shall have received executed copies of favorable written opinions, dated as of the Closing Date, of Latham & Watkins LLP, counsel to the Bird Parties, covering corporate, enforceability, and security interest matters and such other matters as the Lenders may request, in form and substance satisfactory to the Lenders (and each Bird Party instructs such counsel to deliver such opinions to the Administrative Agent and the Lenders).

(h) Fees. The Bird Parties shall have executed and delivered the Fee Letters to the Administrative Agent and the Lenders.

(i) Solvency Certificate. The Bird Parties shall have delivered to the Administrative Agent and the Lenders an executed solvency certificate in the form of Exhibit E hereto.

(j) Closing Date Certificates. The Bird Parties shall have delivered to Administrative Agent and the Lenders an executed certificate in the form of Exhibit F hereto, together with all attachments thereto.

(k) Due Diligence. Other than changes occurring in the ordinary course of business, no information or materials are or should have been available to the Bird Parties as of the Closing Date that are materially inconsistent with the material previously provided to the Lenders for their due diligence review of the Bird Parties and their respective business.

(l) No Material Adverse Change. Since December 31, 2020, no event, circumstance or change shall have occurred that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect.

(m) KYC: Beneficial Ownership. The Administrative Agent and the Lenders shall have received from the Bird Parties all documentation and information required under the applicable “know your customer” requirements of the Anti-Terrorism Laws.

(n) Model. The Lenders shall have received, at least three (3) Business Days prior to the Closing Date, the financial model for the Loans, which shall be satisfactory to the Lenders in their sole discretion (the “Model”) (it being agreed and acknowledged by the Lenders that the Model delivered to the Lenders on April 16, 2021 is satisfactory).

(o) Data Tape. The Lenders shall have received, at least three (3) Business Days prior to the Closing Date, the data tape that includes the applicable information set forth on Exhibit H (the “Data Tape”) with respect to Scooters owned by the Borrower on or prior to the Closing Date, which shall be satisfactory to the Lenders in their sole discretion (it being agreed and acknowledged by the Lenders that the Data Tape delivered to the Lenders on April 23, 2021 is satisfactory).

(p) [Reserved].

(q) Funds Flow. The Lenders shall have received at least three (3) Business Days prior to the Closing Date a funds flow memorandum, in form and substance reasonably satisfactory to them.

SECTION 6.02. Conditions Precedent to Each Credit Extension. Each Credit Extension hereunder on or after the Amendment No. 2 Effective Date shall be subject to the conditions precedent that:

(a) the Borrower shall have delivered to the Administrative Agent a Loan Request for such Loan, in accordance with Section 2.02(a);

(b) the Borrower (or the Parent on its behalf) shall have delivered to the Administrative Agent all Payment Date Certificates, if any, required to be delivered hereunder on or prior to such date;

(c) the conditions precedent to such Credit Extension specified in Section 2.02 shall be satisfied;

(d) on the date of such Credit Extension the following statements shall be true and correct (and upon the occurrence of such Credit Extension, the Credit Parties shall be deemed to have represented and warranted that such statements are then true and correct):

(i) the representations and warranties of the Credit Parties contained in Section 7.01 are true and correct in all material respects (without duplication of any materiality qualifier contained therein) on and as of the date of such Credit Extension as though made on and as of such date unless such representations and warranties by their terms refer to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date;

(ii) the Borrower will use the proceeds of the Credit Extension solely in accordance with Section 2.02(a) of this Agreement;

(iii) no Event of Default or Potential Event of Default has occurred and is continuing, and no Event of Default or Potential Event of Default would result from such Credit Extension;

(iv) immediately prior to and after giving effect to such Credit Extension (and the substantially concurrent contribution by Parent of Eligible Scooters to Borrower), the LTC Percentage is equal to or less than the Maximum LTC Percentage;

(v) the amount of such Credit Extension shall not exceed the product of (x) the Advance Rate on such date multiplied by (y) the aggregate Cost of the Eligible Scooters contributed by Parent to Borrower substantially concurrently with such Credit Extension (or, for any Credit Extension on the Amendment No. 2 Initial Funding Date, the aggregate Cost of the Eligible Scooters contributed by Parent to Borrower substantially concurrently with such Credit Extension plus, without duplication, the aggregate Cost of all Eligible Scooters owned by the Borrower on such date);

(vi) the Parent is in compliance with the Minimum Liquidity covenant in Section 8.6 of the Scooter Lease; and

(vii) with respect the Credit Extension on the Amendment No. 2 Initial Funding Date, all Scooters related to such Credit Extension are Eligible Scooters.

(e) the Lenders shall have received, at least three (3) Business Days prior to the date of such Credit Extension, the Model updated to include such Credit Extension;

(f) the Lenders shall have received, at least three (3) Business Days prior to the date of such Credit Extension, the Data Tape in respect of Scooters contributed or transferred to the Borrower in respect of such Credit Extension;

(g) (x) with respect to the first Credit Extension, (i) the Administrative Agent shall have received (A) a copy of the Letter of Credit and (B) tracking information showing that the original Letter of Credit has been sent for overnight delivery to the Administrative Agent, and (ii) the Parent or the Borrower shall have paid to the Lenders (or the Administrative Agent on their behalf) and the Administrative Agent the fees payable on the Closing Date referred to in the Fee Letters, and (y) with respect to the Amendment No. 2 Initial Funding Date, the Administrative Agent shall have received the original Letter of Credit with a Minimum LC Amount updated as specified in the Scooter Lease;

(h) the Lenders shall have received and approved, at least three (3) Business Days prior to the date of such Credit Extension, any updates to Schedule V hereto or received confirmation from the Borrower that no updates to Schedule V hereto are required;

(i) the Borrower owns and has good and marketable title to the Collateral free and clear of any Adverse Claim of any Person other than Liens permitted to exist under this Agreement;

(j) the Commitment Termination Date has not occurred;

(k) the Administrative Agent shall have received at least three (3) Business Days prior to the Amendment No. 2 Initial Funding Date a funds flow memorandum, in form and substance reasonably satisfactory to it;

(l) the Administrative Agent and the Lenders shall have received the results of a recent search, by a Person satisfactory to the Lenders, of all effective UCC financing statements (or equivalent filings) made with respect to any personal or mixed property of the Bird Parties, together with copies of all such filings disclosed by such search; and

(m) if, after giving effect to such Credit Extension, the aggregate original principal amount of all Credit Extensions provided hereunder since the Closing Date would exceed \$40,000,000, the SPAC Transaction shall have been consummated.

SECTION 6.03. Effectiveness. Notwithstanding anything to the contrary, for all purposes hereunder, this Agreement shall be deemed not to be effective, and the Effective Date shall be deemed not to have occurred, if the initial Credit Extension does not occur within ten (10) Business Days following the Closing Date.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

SECTION 7.01. Representations and Warranties of the Credit Parties. On the Closing Date and on each date on which representations and warranties are required to be made hereunder, the Credit Parties represent and warrant to the Administrative Agent and each Lender:

(a) Organization and Good Standing. Each Credit Party is a limited liability company duly organized and validly existing in good standing under the laws of the State of Delaware and has full power and authority under its constitutional documents and under the laws of its jurisdiction to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted.

(b) Due Qualification. Each Credit Party is duly qualified to do business as a limited liability company and has obtained all necessary licenses and approvals in all jurisdictions in which the conduct of its business requires such qualification, licenses or approvals, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) Power and Authority; Due Authorization. Each Credit Party (i) has all necessary limited liability company power and authority to (A) execute and deliver this Agreement and the other Transaction Documents to which it is a party, (B) perform its obligations under this Agreement and the other Transaction Documents to which it is a party and (C) grant a security interest in the Collateral or the Guarantor Collateral, as the case may be, to the Administrative Agent on the terms and subject to the conditions herein provided, or in the case of Holdco Guarantor, the Holdco Guarantee, and (ii) has duly authorized by all necessary limited liability company action such grant and the execution, delivery and performance of, and the consummation of the transactions provided for in, this Agreement and the other Transaction Documents to which it is a party.

(d) Binding Obligations. This Agreement and each of the other Transaction Documents to which each Credit Party is a party, when executed and delivered by such Credit Party and each other party thereto, will constitute legal, valid and binding obligations of such Credit Party, enforceable against such Credit Party in accordance with their respective terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) No Conflict or Violation. The execution, delivery and performance of, and the consummation of the transactions contemplated by, this Agreement and the other Transaction Documents to which each Credit Party is a party, and the fulfillment of the terms hereof and thereof, will not (i) conflict with, result in any breach of any of the terms or provisions of, or constitute (with or without notice or lapse of time or both) a default under its organizational documents, any Government Approval, or any indenture, sale agreement, credit agreement, loan agreement, security agreement, mortgage, deed of trust, or other agreement or instrument to which such Credit Party is a party or by which it or any of its properties is bound, (ii) result in the creation or imposition of any Adverse Claim upon any of the Collateral pursuant to the terms of any such indenture, credit agreement, loan agreement, security agreement, mortgage, deed of trust, or other agreement or instrument other than this Agreement and the other Transaction Documents or (iii) conflict with or violate any Applicable Law, except in the case of each of the foregoing clauses (i) through (iii) to the extent that any such conflict, breach, default, Adverse Claim or violation, as applicable, could not reasonably be expected to have a Material Adverse Effect.

(f) Litigation and Other Proceedings. (i) There is no action, suit, proceeding or investigation pending or, to the best knowledge of the Credit Parties, threatened in writing, against the Bird Parties before any Governmental Authority and (ii) none of the Bird Parties is subject to any order, judgment, decree, injunction, stipulation or consent order of or with any Governmental Authority that, in the case of either of the foregoing clauses (i) and (ii), (A) asserts the invalidity or unenforceability of this Agreement or any other Transaction Document, (B) seeks to prevent the grant of a security interest in any of the Collateral by the Borrower to the Administrative Agent, any Guarantor Collateral by the Holdco Guarantor to the Administrative Agent, the ownership or acquisition by the Borrower of any Collateral or of Holdco Guarantor of any Guarantor Collateral, or the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document, (C) seeks any determination or ruling that could materially and adversely affect the performance by any of the Bird Parties of its obligations under this Agreement or any other Transaction Document or (D) individually or in the aggregate for all such actions, suits, proceedings and investigations could reasonably be expected to have a Material Adverse Effect.

(g) Government Approvals. Except where the failure to obtain or make such authorization, consent, order, approval or action could not reasonably be expected to have a Material Adverse Effect, all authorizations, consents, orders and approvals of, or other actions by, any Governmental Authority that are required to be obtained by the Credit Parties in connection with the operation of the Scooters, including, without limitation, any applicable Government Approvals, the grant of a security interest to the Administrative Agent hereunder or under the Holdco Guarantee, as applicable, or the due execution, delivery and performance by the Credit

Parties of this Agreement or any other Transaction Document to which they are a party and the consummation by the Credit Parties of the transactions contemplated by this Agreement and the other Transaction Documents to which they are a party have been obtained or made and are in full force and effect.

(h) Margin Regulations. The Credit Parties are not engaged, principally or as one of their important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meanings of Regulations T, U and X of the Board of Governors of the Federal Reserve System). No part of the proceeds of the Loans made to any Credit Party will be used to purchase or carry any such margin stock or to extend credit to others for the purpose of purchasing or carrying any such margin stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U, or X of the Board of Governors of the Federal Reserve System.

(i) Solvency. After giving effect to the transactions contemplated by this Agreement and the other Transaction Documents, (A) prior to the date that is ninety (90) calendar days after the Closing Date, Parent and its subsidiaries, on a consolidated basis, are Solvent, and (B) thereafter, each of the Bird Parties is Solvent.

(j) Offices: Legal Name. The Borrower's sole jurisdiction of organization is the State of Delaware and such jurisdiction has not changed within four months prior to the date of this Agreement. The chief executive office of the Borrower is set forth on Schedule IV hereto. The legal name of the Borrower is Bird US Opco, LLC. Holdco Guarantor's sole jurisdiction of organization is the State of Delaware and such jurisdiction has not changed within four months prior to the date of this Agreement. The chief executive office of Holdco Guarantor is set forth on Schedule IV hereto. The legal name of Holdco Guarantor is Bird US Holdco, LLC.

(k) Investment Company Act; Volcker Rule. Neither of the Credit Parties (i) is, and is not controlled by, an "investment company" registered or required to be registered under the Investment Company Act and (ii) is a "covered fund" under the Volcker Rule.

(l) No Material Adverse Effect. Since the date of formation of each of the Credit Parties, respectively, there has been no Material Adverse Effect with respect to such Credit Party.

(m) Accuracy of Information. All written information (including Payment Date Certificates, Loan Requests, certificates, reports, statements, and other documents) (other than the Projections, forward looking information and information of a general economic nature or general industry nature) furnished to the Administrative Agent or any Lender by or on behalf of a Bird Party pursuant to any provision of this Agreement or any other Transaction Document, or in connection with or pursuant to any amendment or modification of, or waiver under this Agreement or any other Transaction Document, is at the time the same are so furnished (or as of any earlier date specified therein), when taken as a whole, true and correct in all material respects on the date the same are furnished to the Administrative Agent or such Lender, and does not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading in light of the circumstances in which such statements are made. The Projections and other forward looking information and information of a general

economic nature prepared by or on behalf of the Bird Parties or any of their respective representatives and that have been made available to the Administrative Agent or any Lender in connection with the Transaction Documents have been prepared in good faith based upon assumptions believed by such Bird Party to be reasonable (it being understood that such Projections are as to future events and are not to be viewed as facts, such Projections are subject to significant uncertainties and contingencies and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized) as of the date such Projections and information were furnished to the Administrative Agent or such Lender.

(n) Anti-Money Laundering/International Trade Law Compliance. None of the Bird Parties and, to the knowledge of the Credit Parties, none of their Affiliates (i) is in violation of any Anti-Terrorism Law, (ii) engages in or conspires to engage in any transaction that violates or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law, (iii) is a Blocked Person, or is controlled by a Blocked Person, (iv) is acting or will act for or on behalf of a Blocked Person, (v) is associated with, or will become associated with, a Blocked Person or (vi) is providing, or will provide, material, financial or technical support or other services to or in support of acts of terrorism of a Blocked Person. No Bird Party nor, to the knowledge of any Credit Party, any of their Affiliates or agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement, (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (B) deals in, or otherwise engages in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law.

(o) Perfection Representations.

(i) This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Borrower's right, title and interest in, to and under the Collateral which (A) upon the filing of the UCC financing statements referred to in Section 7.01(o)(iv) and the execution of the Account Control Agreement referred to in Section 7.01(p)(iii), will constitute a perfected security interest and is enforceable against creditors of and purchasers from the Borrower and (B) will be free of all Adverse Claims in such Collateral, except for Permitted Liens.

(ii) Except as otherwise notified to the Administrative Agent in writing, the Scooters are not subject to any certificate of title act or similar law, statute, or regulation.

(iii) The Borrower owns and has good and marketable title to the Collateral free and clear of any Adverse Claim of any Person other than Liens permitted to exist under this Agreement.

(iv) All appropriate financing statements, financing statement amendments and continuation statements have been delivered to the Administrative Agent to be filed in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect (and continue the perfection of) the sale and contribution of the Scooters to the Borrower pursuant to the Contribution Agreements and the grant by the Borrower of a security interest in the Collateral to the Administrative Agent pursuant to this Agreement.

(v) Other than the security interest granted to the Administrative Agent pursuant to this Agreement, the Borrower has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Collateral except as permitted by this Agreement and the other Transaction Documents. The Borrower has not authorized the filing of and, except as otherwise notified to the Administrative Agent in writing, is not aware of any financing statements filed against the Borrower that include a description of collateral covering the Collateral other than any financing statement (i) in favor of the Administrative Agent or (ii) that has been terminated. The Borrower is not aware of any judgment lien, ERISA lien or tax lien filings against the Borrower that are not permitted by this Agreement and the other Transaction Documents.

(vi) Notwithstanding any other provision of this Agreement or any other Transaction Document, the representations contained in this Section 7.01(o) shall be continuing and remain in full force and effect until the Final Payout Date.

(p) Collection Account and Reserve Account.

(i) Nature of Accounts. Each of the Collection Account and the Reserve Account constitutes a “deposit account” within the meaning of the applicable UCC.

(ii) Ownership. Each of the Collection Account and the Reserve Account is in the name of the Borrower, and the Borrower owns and has good and marketable title to the Collection Account and the Reserve Account free and clear of any Adverse Claim, except for Permitted Liens.

(iii) Perfection. The Borrower has delivered to the Administrative Agent a fully executed Account Control Agreement relating to each of the Collection Account and the Reserve Account. The Administrative Agent has “control” (as defined in Section 9-104 of the UCC) over each of the Collection Account and the Reserve Account.

(iv) Instructions. Neither the Collection Account nor the Reserve Account is in the name of any Person other than the Borrower. No Bird Party has consented to the Account Bank complying with instructions of any Person with respect to the Collection Account and the Reserve Account other than the Administrative Agent or the Borrower.

(q) Ordinary Course of Business. Each remittance of any amount by or on behalf of the Borrower to the Administrative Agent or the Lenders under this Agreement will have been (i) in payment of a debt incurred by the Borrower in the ordinary course of business or financial affairs of the Borrower and (ii) made in the ordinary course of business or financial affairs of the Borrower.

(r) Compliance with Law. The Credit Parties have complied with all Applicable Laws to which each of them may be subject, except where any such failure to comply with Applicable Laws could not reasonably be expected to have a Material Adverse Effect.

(s) Bulk Sales Act. No transaction contemplated by this Agreement requires compliance by it with any bulk sales act or similar law.

(t) Taxes. The Bird Parties have (i) timely filed all material tax returns (federal, state and local) required to be filed by them, (ii) paid, or caused to be paid, all material taxes, assessments and other governmental charges, if any, other than taxes, assessments and other governmental charges being contested in good faith by appropriate proceedings and as to which adequate reserves have been provided in accordance with GAAP, and (iii) paid all fees and expenses required to be paid by it in connection with the conduct of its business, the maintenance of its existence and its qualification as a foreign limited liability company authorized to do business in each state in which it is required to so qualify, except with respect to this clause (iii), where any such failure to pay such fees and expenses could not reasonably be expected to have a Material Adverse Effect.

(u) Tax Status. Each of the Credit Parties (i) is, and shall at all relevant times continue to be, a “disregarded entity” within the meaning of U.S. Treasury Regulation § 301.7701-3 for U.S. federal income tax purposes that is wholly owned by a “United States person” (within the meaning of Section 7701(a)(30) of the Code) and (ii) is not and will not at any relevant time become an association (or publicly traded partnership) taxable as a corporation for U.S. federal income tax purposes. As of the Closing Date, the Credit Parties are not subject to any Tax in any jurisdiction outside the United States and following the Closing Date, the Credit Parties will use their reasonable best efforts to not become subject to any material Tax in any jurisdiction outside the United States.

(v) [Reserved].

(w) Other Transaction Documents. Each representation and warranty made by the Credit Parties under each other Transaction Document to which it is a party is true and correct in all material respects as of the date when made.

(x) Scoters. On the Closing Date, all of the Scooters are Eligible Scooters, and on the date of each Credit Extension, all of the Scooters transferred to Borrower in respect of such Credit Extension are Eligible Scooters.

ARTICLE VIII

COVENANTS

SECTION 8.01. Covenants of the Credit Parties. At all times from the Closing Date until the Final Payout Date:

(a) Payment of Principal and Interest. The Borrower shall duly and punctually pay Interest, Fees, principal of the Loans, and all other amounts payable by the Borrower hereunder in accordance with the terms of this Agreement.

(b) Existence. Each of the Credit Parties shall keep in full force and effect its existence and rights as a limited liability company under the laws of the State of Delaware, and shall obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement, the other Transaction Documents, the Collateral, and the Guarantor Collateral, except where failure to maintain such qualification could not reasonably be expected to have a Material Adverse Effect.

(c) Financial Reporting. The Credit Parties (or the Parent on their behalf) shall furnish to the Administrative Agent:

(i) Borrower Financial Information. Not later than thirty (30) calendar days following each Collection Period, an income statement for the Credit Parties; and not later than forty-five (45) days following each fiscal quarter of the Credit Parties, a balance sheet for the Credit Parties. Following the first anniversary of the Closing Date, such income statement and balance sheet shall be prepared in accordance with GAAP in all material respects.

(ii) Information and Reports. (A) Not later than two (2) Business Days prior to each Payment Date, a Payment Date Certificate for such Payment Date; and (B) not later than two (2) Business Days prior to each Payment Date, an updated Data Tape for the Collection Period ended immediately prior to such Payment Date.

(iii) AUP Letter. Not later than (x) one hundred twenty (120) calendar days following the Closing Date, (y) on June 30 of each calendar year, beginning in 2022, and (z) following the occurrence of an Event of Default, upon request by the Administrative Agent, the Administrative Agent shall have received a letter from a nationally recognized audit or similar firm (the "AUP Consultant") concerning the procedures with respect to each such date set forth on Exhibit I attached hereto performed in respect of the Model and Data Tape provided on or prior to the Closing Date, in the case of the letter referred to in clause (x) above, and in respect of the information set forth on Exhibit I, in the case of the letter referred to in clause (y) or clause (z) above; provided, that so long as the Bird Parties use commercially reasonable efforts to cooperate with the AUP Consultant with respect to each such letter, the obligations set forth in this clause (iii) shall be deemed satisfied upon the earlier of (A) the delivery of such letter to the Administrative Agent and (B) (x) the date that is one hundred twenty (120) calendar days following the Closing Date, in the case of the letter referred to in clause (x) above, and (y) June 30 of each calendar year, in the case of the letter referred to in clause (y) above.

(iv) Other Information. Such other information (including non-financial information) as the Administrative Agent or any Lender may from time to time reasonably request to the extent such information is not otherwise already provided to the Administrative Agent or Lenders pursuant to a report or covenant set forth herein.

(d) Notices. Each Credit Party (or the Parent on its behalf) will notify the Administrative Agent and each Lender in writing of any of the following events promptly upon (but in no event later than five (5) Business Days after) a Financial Officer learns of the occurrence thereof, with such notice describing the same, and if applicable, the steps being taken by the Person(s) affected with respect thereto; provided, that notice delivered by any Bird Party (notwithstanding the requirement below as to delivery from the Borrower or officer thereof) as to a given event shall be deemed to satisfy such requirement:

(i) Notice of Events of Default. Any Event of Default or Potential Event of Default that has occurred and is continuing.

(ii) Representations and Warranties. The failure of any representation or warranty made or deemed to be made by any of the Credit Parties under this Agreement or any other Transaction Document to be true and correct in any material respect when made.

(iii) Litigation. The institution of any litigation, arbitration proceeding, or governmental proceeding with respect to any Bird Party, provided that (A) with respect to any Person other than the Credit Parties, notice is only required to the extent such litigation, arbitration proceeding, or governmental proceeding could reasonably be expected to have a Material Adverse Effect if adversely determined; and (B) with respect to the Credit Parties and any litigation, arbitration proceeding, or governmental proceeding involving a monetary claim, notice is only required to the extent the claimed amount is \$500,000 or more.

(iv) Adverse Claim. (A) Any Person shall obtain an Adverse Claim (other than a Permitted Lien) upon the Collateral or the Guarantor Collateral or any portion thereof, or (B) any Person other than the Borrower, the applicable Account Bank or the Administrative Agent shall obtain any rights or direct any action with respect to the Collection Account or the Reserve Account.

(v) Change in Accountants or Accounting Policy. Any change in (A) the external accountants of any Bird Party or (B) any material accounting policy of any Bird Party that is relevant to the transactions contemplated by this Agreement or any other Transaction Document.

(vi) [Reserved].

(vii) Material Adverse Change. Notice of any material adverse change in the business, operations, property or financial or other condition of any Bird Party.

(viii) Government Approvals. Notice of any termination, expiration, or material change in any Government Approvals for any Municipality in which any of the Scooters are located if any such termination, expiration, or material change could reasonably be expected to (A) result in a breach of Section 8.01(v) as of the next occurring Payment Date or Quarterly Payment Date, as applicable, (B) result in a breach of Section 8.01(y), or (C) have a Material Adverse Effect.

(ix) Fleet Managers. Notice of any change to the operation of the Scooters such that 25% or more of all Scooters are not or will not be managed by fleet managers.

(e) Compliance with Laws. The Credit Parties will comply with all Applicable Laws to which they may be subject if the failure to comply could reasonably be expected to have a Material Adverse Effect.

(f) Furnishing of Information and Inspection of Records. The Credit Parties will, at the Credit Parties' expense, during regular business hours with prior written notice (i) permit the Administrative Agent and each Lender or their respective agents or representatives to (A) examine and make copies of and abstracts from all books and records relating to the Scooters and other Collateral and Guarantor Collateral, (B) visit the offices and properties of the Credit Parties for the purpose of examining such books and records and (C) discuss matters relating to the Scooters, the other Collateral, the Guarantor Collateral or the Credit Parties' performance hereunder or under the other Transaction Documents with any of the senior management of the Credit Parties having knowledge of such matters and (ii) without limiting the provisions of clause (i) above, during regular business hours, at the Credit Parties' expense, upon prior written notice from the Administrative Agent, permit certified public accountants or other auditors acceptable to the Administrative Agent to conduct a review of its books and records with respect to the Scooters and other Collateral; provided, that neither the Administrative Agent nor any accountants or auditors engaged by the Administrative Agent shall be entitled to take copies, extracts, or photos of any information that contains trade secrets, is subject to legal privilege, or is otherwise of strategic importance to the business of the Bird Parties, in each case, as determined by the Borrower acting reasonably and in good faith; provided, further, that the Credit Parties shall be required to reimburse the Administrative Agent for only one (1) such review pursuant to clause (ii) above in any twelve-month period, unless an Event of Default has occurred and is continuing.

(g) Accounts. The Borrower shall not terminate any Account Control Agreement or the Account Bank or close the Collection Account or Reserve Account.

(h) Sales, Liens, etc. Except as otherwise provided herein or in any other Transaction Document, the Borrower will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim (other than Permitted Liens) upon (including, without limitation, the filing of any financing statement) or with respect to, any Scooter or other Collateral, or assign any right to receive income in respect thereof.

(i) **Fundamental Changes.** The Credit Parties shall not, without the prior written consent of the Administrative Agent and the Lenders, permit themselves to merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of their respective assets (whether now owned or hereafter acquired) to, any Person; provided, that the transfer of Scooters by the Borrower to Parent (directly or by way of transfer to Holdco Guarantor and from Holdco Guarantor to Parent) pursuant to and in accordance with Section 8.01(s) shall be permitted.

(j) **Books and Records.** From and after the date that is sixty (60) calendar days after the Closing Date (as the same may be extended by the Administrative Agent in its sole discretion), the Borrower shall maintain and implement (or cause the Parent to maintain and implement) administrative and operating procedures (including an ability to recreate records evidencing Collections in the event of the destruction of the originals thereof), and keep and maintain (or cause the Parent to keep and maintain) all documents, books, records, computer tapes and disks and other information reasonably necessary or advisable in connection with operating the Scooters and documenting Collections.

(k) **Security Interest, Etc.** The Credit Parties will (and will cause the Parent to), at their expense, take all action necessary to establish and maintain a valid and enforceable first priority perfected security interest in the Collateral and the Guarantor Collateral, respectively, in each case free and clear of any Adverse Claim except for Liens permitted to exist under this Agreement or the other Transaction Documents, in favor of the Administrative Agent (on behalf of the Secured Parties), including taking such action to perfect, protect or more fully evidence the security interest of the Administrative Agent (on behalf of the Secured Parties) as the Administrative Agent or any Secured Party may reasonably request, in each case consistent with the terms of this Agreement or the other Transaction Documents. In order to evidence the security interests of the Administrative Agent under this Agreement, the Credit Parties shall, from time to time take such action, or execute and deliver such instruments as may be necessary (including, without limitation, such actions as are reasonably requested by the Administrative Agent) to maintain and perfect, as a first-priority interest, the Administrative Agent's security interest in the Collateral and Guarantor Collateral, respectively. The Credit Parties shall, from time to time and within the time limits established by law, prepare and present to the Administrative Agent for the Administrative Agent's authorization and approval, all financing statements, amendments, continuations or initial financing statements in lieu of a continuation statement, or other filings necessary to continue, maintain and perfect the Administrative Agent's security interest as a first-priority interest. The Administrative Agent's approval of such filings shall authorize the Credit Parties to file such financing statements under the UCC without the signature of the Credit Parties or the Administrative Agent where allowed by Applicable Law. Notwithstanding anything else in the Transaction Documents to the contrary, the Credit Parties shall not have any authority to file a termination, partial termination, release, partial release, or any amendment that deletes the name of a debtor or excludes collateral of any such financing statements filed in connection with the Transaction Documents, without the prior written consent of the Administrative Agent.

(l) **Certain Agreements.** Without the prior written consent of the Administrative Agent and the Lenders, the Credit Parties will not (and will not permit the Parent to) (x) amend, modify, waive, revoke or terminate any Transaction Document or any provision of their organizational documents, or (y) exercise any remedies in respect of the Transaction Documents or give any direction to the Lessee under the Scooter Lease.

(m) Restricted Payments.

(i) Except pursuant to clauses (ii), (iii), and (iv) below, the Credit Parties will not: (A) purchase or redeem any of their respective membership interests, or (B) declare or pay any distribution on their respective membership interest or set aside any funds for any such purpose (the amounts described in clauses (A) and (B) being referred to as "Restricted Payments").

(ii) The Borrower may make Restricted Payments only out of the funds, if any, it receives pursuant to the last sentence of Section 2.02(a), Section 3.02, and Section 4.01(a) of this Agreement; provided, that the Borrower shall not pay, make or declare any Restricted Payment (including any dividend) if, after giving effect thereto, any Event of Default or Potential Event of Default shall have occurred and be continuing.

(iii) Holdco Guarantor may make Restricted Payments only out of the funds it receives pursuant to clause (ii) above; provided, that Holdco Guarantor shall not pay, make or declare any Restricted Payment (including any dividend) if, after giving effect thereto, any Event of Default or Potential Event of Default shall have occurred and be continuing.

(iv) Without limiting the foregoing, upon written notice to the Administrative Agent, the Borrower and Holdco Guarantor may each make Restricted Payments on or prior to the second Business Day following a Payment Date, if (A) such Restricted Payments are made from funds that would have been available for distribution on such Payment Date pursuant to Section 4.01(a) but for the existence of a Potential Event of Default under Section 8.01(y)(i) on such Payment Date and (B) prior to the making of such Restricted Payments, (x) the Borrower cures such Potential Event of Default in accordance with Section 8.01(y)(i), and (y) as of the date of such Restricted Payments, the LTC Percentage is equal to or less than the Maximum LTC Percentage.

(n) Other Business. Other than as contemplated by the Transaction Documents, the Credit Parties will not: (i) engage in any other business or activity, (ii) create, incur or permit to exist any Debt of any kind (or cause or permit to be issued for its account any letters of credit or bankers' acceptances), (iii) form any Subsidiary or make any investments in any other Person, or (iv) acquire obligations or securities of or make loans or advances to or grant a security interest in or pledge their assets for the benefit of its member, any Affiliate or any other Person (other than Permitted Liens).

(o) Change in Name or Jurisdiction of Origination, etc.

(i) The Credit Parties shall at all times be organized under the laws of the State of Delaware and shall not take any action to change their jurisdiction of organization.

(ii) The Credit Parties will not change their respective name, location, identity or corporate structure unless (w) such Credit Party provides the Administrative Agent and Lenders at least thirty (30) days prior notice thereof, (x) such Credit Party, at its own expense, shall have taken all action necessary to perfect or maintain the perfection of the security interest under this Agreement (including, without limitation, the filing of all financing statements and the taking of such other action as the Administrative Agent may request in connection with such change or relocation), (y) the Administrative Agent and the Lenders have consented thereto in writing, and (z) if requested by the Administrative Agent, such Credit Party shall cause to be delivered to the Administrative Agent, an opinion, in form and substance satisfactory to the Administrative Agent as to such UCC perfection and priority matters as the Administrative Agent may request at such time.

(p) Taxes. Each of the Credit Parties will (i) timely file all material tax returns (federal, state and local) required to be filed by it and (ii) pay, or cause to be paid, all material taxes, assessments and other governmental charges, if any, other than taxes, assessments and other governmental charges being contested in good faith by appropriate proceedings and as to which adequate reserves have been provided in accordance with GAAP.

(q) Tax Status of the Credit Parties. The Credit Parties will remain wholly-owned subsidiaries of a United States person (within the meaning of Section 7701(a)(30) of the Code) and will not incur withholding taxes under Section 1446 of the Code. No action will be taken that would cause either Credit Party to (i) be treated other than as a "disregarded entity" within the meaning of U.S. Treasury Regulation § 301.7701-3 for U.S. federal income tax purposes or (ii) become an association taxable as a corporation or a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes. The Credit Parties will use reasonable best efforts to not become subject to any Tax in any jurisdiction outside the United States.

(r) Compliance with Anti-Terrorism Laws. The Administrative Agent hereby notifies the Credit Parties that pursuant to the requirements of Anti-Terrorism Laws, and the Administrative Agent's policies and practices, the Administrative Agent is required to obtain, verify and record certain information and documentation that identifies the Credit Parties and their respective principals, which information includes the name and address of each Credit Party and its principals and such other information that will allow Agent to identify such party in accordance with Anti-Terrorism Laws. No Credit Party will, directly or indirectly, knowingly enter into any contract with any Blocked Person or any Person listed on the OFAC Lists. Each Credit Party shall immediately notify the Administrative Agent if such Credit Party has actual knowledge that any Credit Party or any of their respective Affiliates or agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement is or becomes a Blocked Person or (i) is convicted on, (ii) pleads nolo contendere to, (iii) is indicted on, or (iv) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering. No Credit Party will, directly or indirectly, (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that violates or attempts to violate any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Law.

(s) Maintenance and Operation of Scooters. At all times, the Borrower will (i) to the extent required to comply with Section 8.01(v), maintain, or cause to be maintained by the Parent pursuant to the Scooter Lease, the Scooters in good repair and working order (reasonable wear and tear excepted), and (ii) cause such Scooters to be operated by the Parent pursuant to and in accordance with the terms of the Scooter Lease. The Borrower may not sell or otherwise transfer title of any Scooter to any other Person; provided, that on any Quarterly Payment Date (or, after the Commitment Termination Date, any Payment Date), if the LTC Percentage is less than the Maximum LTC Percentage, the Borrower may transfer Eligible Scooters to Parent (directly or by way of transfer to Holdco Guarantor and from Holdco Guarantor to Parent) if, after giving effect to such transfer and all transactions occurring on such Payment Date, the LTC Percentage does not exceed the Maximum LTC Percentage.

(t) Certificate of Title Acts. The Borrower will not operate and will not permit the Parent to operate any of the Scooters in a jurisdiction in which the Scooters may or are required to be registered under any certificate of title act or similar law, statute, or regulation.

(u) Insurance. The Borrower will cause the Parent to list (i) each of the Borrower and the Administrative Agent as an “additional insured” on any liability insurance policy maintained by the Parent in respect of the Scooters and (ii) the Administrative Agent as a “loss payee” on any casualty insurance policy maintained by the Parent in respect of the Scooters (but not, for the avoidance of doubt, with respect to insurance policy for scooters owned by Parent or any of Parent’s other assets). The Borrower shall deposit any Insurance Proceeds received in respect of any Scooters into the Collection Account for application in accordance with the Priority of Payments.

(v) Loan to Cost Test. As of each Quarterly Payment Date prior to the Commitment Termination Date, each Payment Date after the Commitment Termination Date, or any other date of determination, the LTC Percentage, measured as of such date after giving effect to all transactions on such date, will be equal to or less than the Maximum LTC Percentage.

(w) [Reserved].

(x) Reserve Account. On each date on or after the Commitment Termination Date, the amount on deposit in the Reserve Account will be equal to or greater than the Required Reserve Amount.

(y) Government Approvals. If on any date, the Borrower fails to maintain all Government Approvals in any Municipality in which the Scooters are located and, (i) either singly or together, any such failure affects 5% or more of all Scooters (such Scooters for which Government Approvals are not maintained, “Impacted Scooters”), the Borrower shall either (A) replace Impacted Scooters with Eligible Scooters such that, after giving effect to such replacement, the number of Impacted Scooters is less than 5% of all Scooters (the number of Impacted Scooters that is greater than 5% of all Scooters, the “Identified Impacted Scooters”), or (B) make any necessary prepayment of the Loans in accordance with Section 2.02(d) in an amount equal to the

product of (x) the aggregate of the Cost of each Identified Impacted Scooter *multiplied* by (y) the Advance Rate for such Identified Impacted Scooter; or (ii) either singly or together any such failure affects 20% or more of all Scooters, the Borrower shall replace Impacted Scooters with Eligible Scooters such that, after giving effect to such replacement, the number of Impacted Scooters is less than 20% of all Scooters.

(z) Tariffs. If the Borrower receives a refund in respect of any tariffs related to any Scooter, the Borrower will, to the extent received pursuant to Section 4.6 of the Scooter Lease, deposit such amount in the Collection Account for application in accordance with the Priority of Payments.

SECTION 8.02. Separate Existence of the Credit Parties. Each of the Credit Parties hereby acknowledges that the Secured Parties, the Lenders and the Administrative Agent are entering into the transactions contemplated by this Agreement and the other Transaction Documents in reliance upon each of the Credit Parties' identity as a legal entity separate from the Parent and its Affiliates. Therefore, each of the Credit Parties shall take all steps specifically required by this Agreement or reasonably required by the Administrative Agent or any Lender to continue each of the Credit Parties' identity as a separate legal entity and to make it apparent to third Persons that each of the Credit Parties is an entity with assets and liabilities distinct from those of the Parent, its Affiliates (other than the Credit Parties) and any other Person, and is not a division of the Parent, its Affiliates (other than the Credit Parties) or any other Person; provided, that the fact that Scooters owned by the Borrower are not branded differently and are indistinguishable from scooter vehicles owned by the Parent or any of its Subsidiaries shall not be a breach of this Section 8.02. Without limiting the generality of the foregoing and in addition to and consistent with the other covenants set forth herein, each of the Credit Parties shall take such actions as shall be required in order that:

(a) Special Purpose Entity. The Borrower will be a special purpose entity whose activities are restricted in its Limited Liability Company Agreement to: (i) purchasing or otherwise acquiring Scooters from Parent, (ii) entering into this Agreement and pledging the Collateral to secure its obligations hereunder, (iii) entering into the Scooter Lease Agreement and the other Transaction Documents, (iv) owning and maintaining deposit accounts (v) making distributions or payments solely to the extent permitted by Sections 3.02 and 4.01, (vi) transferring Scooters back to Parent pursuant to and in accordance with Section 8.01(s), and (vii) conducting such other activity as it deems necessary or appropriate to carry out any of the foregoing activities. Holdco Guarantor will be a special purpose entity whose activities are restricted in its Limited Liability Company Agreement to: (i) holding the equity interest of Borrower, (ii) entering into the Holdco Guarantee and pledging the Guarantor Collateral to secure its obligations thereunder, (iii) entering into this Agreement and the other Transaction Documents, (iv) making distributions or payments to Parent from distributions or payments received from Borrower pursuant to clause (v) of the preceding sentence, and (v) conducting such other activity as it deems necessary or appropriate to carry out any of the foregoing activities.

(b) Accounts. Each of the Credit Parties will maintain its own accounts separate from those of any other person and ensure that funds are not comingled or diverted to the accounts of any other person (or vice versa) (except as not prohibited under the Transaction Agreements), hold all of its assets solely in its own name and not comingle its assets with assets of any other person (except, with respect to cash, as not prohibited under the Transaction Agreements), and, subject to the foregoing exceptions, maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain its individual assets from those of any of any other person.

(c) Books and Records. The Credit Parties' books and records will be maintained separately from those of Parent and any of its Affiliates to the extent necessary to comply with the Credit Parties' obligations under this Agreement and the other Transaction Documents; provided, that the Credit Parties shall not be obliged to comply with this covenant until the date that is sixty (60) calendar days after the Closing Date (or such later date as may be agreed by the Administrative Agent in its sole discretion).

(d) Corporate Formalities. The Credit Parties will conduct their respective affairs in accordance with their respective charter documents and observe all necessary, appropriate and customary limited liability company formalities, including, but not limited to, holding all regular and special meetings appropriate to authorize all of its actions, keeping separate and accurate minutes of its meetings, passing all resolutions or consents necessary to authorize actions taken or to be taken, and maintaining accurate books, records and accounts.

(e) Arm's-Length Relationships. The Credit Parties will maintain arm's-length relationships with Parent and any of Parent's Affiliates, other than transactions contemplated by the Transaction Documents. Any Person (other than Parent or any of Parent's Subsidiaries) that renders or otherwise furnishes services to the Credit Parties will be compensated by the Borrower at market rates for such services it renders or otherwise furnishes to the Borrower. Neither the Credit Parties on the one hand, nor Parent or any Affiliate thereof, on the other hand, will be or will hold itself out to be responsible for the debts of the other or the decisions or actions respecting the daily business and affairs of the other, other than as contemplated by any of the Transaction Documents (including pursuant to the Letter of Credit). The Credit Parties will and will cause Parent and its Affiliates to immediately correct any known misrepresentation with respect to the foregoing, and will not operate or purport to operate as an integrated single economic unit with respect to each other or in their dealing with any other entity, other than as contemplated by the Transaction Documents.

(f) Financial Statements. The Credit Parties will not list their respective assets as assets on the financial statement of any of their Affiliates; provided, that their assets may be included in a consolidated financial statement of their Affiliates if appropriate notations shall be made on such consolidated financial statements to indicate their separateness from such Affiliate.

(g) Obligations of any Other Person. The Credit Parties will not assume or guarantee any of the liabilities of any of their Affiliates or any other Person, and not hold out their respective credit or assets as being available to satisfy the obligations of any of their Affiliates or any other Person, except in each case, as contemplated by the Transaction Documents.

(h) Payment of Liabilities and Expenses. Each of the Credit Parties will pay its own liabilities and expenses only out of its own funds, other than pursuant to or as permitted under (or contemplated by) the Transaction Documents.

(i) Tax Returns. Each of the Credit Parties will file its own tax returns separate from those of its Affiliates, except to the extent it is treated as a “disregarded entity” for tax purposes and is not required to file tax returns under Applicable Law (or except to the extent otherwise required by law).

(j) Invoices. Each of the Credit Parties will direct its creditors to send invoices and other statements of account directly to it and not to any Affiliate that is not a Bird Party and cause its other Affiliates to direct their creditors not to send invoices and other statements of accounts of such Affiliates to it.

(k) Representatives. Each of the Credit Parties will cause its managers, officers, agents and other representatives to act at all times consistently and in furtherance of the foregoing and in its best interests.

ARTICLE IX

SECURITY INTEREST

SECTION 9.01. Security Interest .

(a) As security for the performance by the Borrower of all the terms, covenants and agreements on the part of the Borrower to be performed under this Agreement or any other Transaction Document, including the punctual payment when due of the Aggregate Capital and all Interest in respect of the Loans and all other Borrower Obligations, the Borrower hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, a continuing security interest in, all of the Borrower’s right, title and interest in, to and under all of the following, whether now or hereafter owned, existing or arising (collectively, the “Collateral”): (i) all Scooters, (ii) [reserved], (iii) all Collections, (iv) the Collection Account, the Reserve Account, and all amounts on deposit therein, and all certificates and instruments, if any, from time to time evidencing the Collection Account and Reserve Account and amounts on deposit therein, (v) all rights (but none of the obligations) of the Borrower under the Transaction Agreements, (vi) all other personal and fixture property or assets of the Borrower of every kind and nature including, without limitation, all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, securities accounts, securities entitlements, letter-of-credit rights, commercial tort claims, securities and all other investment property, supporting obligations, money, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles) (each as defined in the UCC), and (vii) all proceeds of, and all amounts received or receivable under any or all of, the foregoing. The Administrative Agent (for the benefit of the Secured Parties) shall have, with respect to all the Collateral, and in addition to all the other rights and remedies available to the Administrative Agent (for the benefit of the Secured Parties), all the rights and remedies of a secured party under any applicable UCC. The Borrower hereby authorizes the Administrative Agent to file financing statements describing as the collateral covered thereby as “all of the debtor’s personal property or assets” or words to that effect, notwithstanding that such wording may be broader in scope than the collateral described in this Agreement.

(b) Borrower authorizes the Administrative Agent to: (i) perfect the Administrative Agent's security interest in the Collateral, by filing or authorizing the filing of, at the expense of the Borrower, UCC-1 financing statements (including fixture filings) naming the Administrative Agent as secured party and describing the Collateral in a manner that the Administrative Agent reasonably determines is necessary or advisable to perfect the security interest granted hereunder and (ii) to execute the Account Control Agreements.

(c) At any time or from time to time upon the request of Administrative Agent, the Borrower will, at its expense, promptly execute, acknowledge and deliver such further documents and do such other acts and things as Administrative Agent reasonably determines is necessary or advisable to perfect the security interest granted hereunder.

Immediately upon the occurrence of the Final Payout Date, the Collateral shall be automatically released from the lien created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Lenders shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Borrower. Upon the sale, transfer, or other disposition of any Collateral in accordance with this Agreement (including any transfer of Scooters by the Borrower to Parent pursuant to Section 8.01(s)), the Lien created hereby in favor of the Administrative Agent for the benefit of the Secured Parties in such Collateral shall be released and all rights to such Collateral shall revert to the Borrower. In furtherance of the foregoing, promptly following written request therefor by the Borrower delivered to the Administrative Agent following any such termination or release, and at the expense of the Borrower, the Administrative Agent shall execute and deliver to the Borrower UCC-3 termination statements or UCC-3 amendment statements and such other documents as the Borrower shall reasonably request to evidence such termination or release.

ARTICLE X

EVENTS OF DEFAULT

SECTION 10.01. Events of Default. If any of the following events (each an "Event of Default") shall occur:

(a) the Borrower fails to pay (i) any Amortization Amount when due, (ii) any amount on the Final Maturity Date, (iii) any Amortization Catch-Up Amount when due, and such failure shall continue for two (2) Business Days, or (iv) any Interest or any other amount due and payable under this Agreement (other than the amounts specified in clauses (i), (ii), and (iii) hereof), and such failure shall continue for one (1) Business Day;

(b) the Borrower shall fail to comply with the covenant set forth in Section 8.01(v) (Loan to Cost Test) and within sixty (60) calendar days following the earlier of (x) the actual knowledge of any Responsible Officer of any Bird Party of such failure and (y) the Administrative Agent's written notice to any Bird Party of such failure, the Borrower fails to cure such failure by either (i) replacing any Ineligible Scooters with Eligible Scooters, or (ii) prepaying the Loans in accordance with Section 2.02(d) in an amount that would result in compliance with the covenant in Section 8.01(v) on a pro forma basis;

(c) the Parent shall fail to comply with any of the covenants or agreements set forth in the Parent Representation Letter;

(d) the Borrower shall fail to comply with the covenant set forth in Section 8.01(x) (Reserve Account), and such failure shall continue for two (2) Business Days following the earlier of (x) the actual knowledge of any Responsible Officer of any Bird Party of such failure and (y) the Administrative Agent's written notice to any Bird Party of such failure;

(e) the Borrower shall fail to comply with the covenant set forth in Section 8.01(y) (Government Approvals) and such failure shall continue for sixty (60) calendar days following the earlier of (x) the actual knowledge of any Responsible Officer of any Bird Party of such failure and (y) the Administrative Agent's written notice to any Bird Party of such failure;

(f) [reserved];

(g) the Borrower or the Parent shall fail to deliver a Payment Date Certificate at the time required pursuant to this Agreement, and such failure shall remain unremedied for two (2) Business Days;

(h) any Operating Lease Event of Default or Servicer Default under the Scooter Lease shall occur;

(i) any Bird Party shall fail to perform or observe any other term, covenant or agreement under this Agreement or any other Transaction Document (other than with respect to the events listed in subsections (a) through (h) above), and such failure, solely to the extent capable of cure, shall continue for five (5) Business Days following the earlier of (x) the actual knowledge of any Responsible Officer of any Bird Party of such failure and (y) the Administrative Agent's written notice to any Bird Party of such failure;

(j) except as would result under subsection (h) above, any representation or warranty made or deemed made by any Bird Party (or any of their respective officers) under or in connection with this Agreement or any other Transaction Document or any information or report delivered by any Bird Party pursuant to this Agreement or any other Transaction Document, shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered, which, solely to the extent capable of cure, remains unremedied for five (5) Business Days following the earlier of (x) any Bird Party's actual knowledge of such breach and (y) the Administrative Agent's written notice to any Bird Party of such breach;

(k) except as would result under subsection (h) above, (i) this Agreement or any security interest granted pursuant to this Agreement or any other Transaction Document shall for any reason cease to create, or for any reason cease to be, a valid and enforceable first priority perfected security interest in favor of the Borrower or the Administrative Agent with respect to the Collateral, free and clear of any Adverse Claim (other than Permitted Liens); or (ii) the Holdco Guarantee or any security interest granted pursuant to the Holdco Guarantee shall for any reason cease to create, or for any reason cease to be, a valid and enforceable first priority perfected security interest in favor of the Administrative Agent with respect to the Guarantor Collateral, free and clear of any Adverse Claim (other than Permitted Liens);

(l) an Event of Bankruptcy shall occur with respect to any Bird Party;

(m) a Change in Control shall occur;

(n) either (i) the Internal Revenue Service shall file notice of a lien (other than Permitted Liens) pursuant to Section 6323 of the Code with regard to any assets of any Bird Party or (ii) the PBGC shall, or shall indicate its intention to, file notice of a lien pursuant to Section 303(k) or 4068 of ERISA with regard to any of the assets of any Bird Party;

(o) (i) the occurrence of a Reportable Event; (ii) the adoption of an amendment to a Pension Plan that would require the provision of security pursuant to Section 401(a)(29) of the Code; (iii) the existence with respect to any Multiemployer Plan of an “accumulated funding deficiency” (as defined in Section 431 of the Code or Section 304 of ERISA), whether or not waived; (iv) the failure to satisfy the minimum funding standard under Section 412 of the Code with respect to any Pension Plan (v) the incurrence of any liability under Title IV of ERISA with respect to the termination of any Pension Plan or the withdrawal or partial withdrawal of any Bird Party or any of their respective ERISA Affiliates from any Multiemployer Plan; (vi) the receipt by any Bird Party or any of their respective ERISA Affiliates from the PBGC or any plan administrator of any notice relating to the intention to terminate any Pension Plan or Multiemployer Plan or to appoint a trustee to administer any Pension Plan or Multiemployer Plan; (vii) the receipt by any Bird Party or any of their respective ERISA Affiliates of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA; (viii) the occurrence of a prohibited transaction with respect to any Bird Party or any of their respective ERISA Affiliates (pursuant to Section 4975 of the Code); or (ix) the occurrence or existence of any other similar event or condition with respect to a Pension Plan or a Multiemployer Plan, with respect to each of clause (i) through (ix), either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect;

(p) a Material Adverse Effect shall occur with respect to any Bird Party;

(q) any Credit Party shall (i) be required to register as an “investment company” within the meaning of the Investment Company Act or (ii) become a “covered fund” within the meaning of the Volcker Rule;

(r) any material provision of this Agreement or any other Transaction Document shall cease to be in full force and effect or any Bird Party (or any of their respective Affiliates) shall so state in writing;

(s) one or more judgments or decrees shall be entered against any Credit Party involving in the aggregate a liability (not paid or to the extent not covered by a reputable and solvent insurance company) and such judgments and decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed or bonded pending appeal for any period of forty-five (45) consecutive days, and the aggregate amount of all such judgments equals or exceeds \$5,000,000; or

(t) the Letter of Credit shall terminate, expire, or cease to be in full force and effect for any reason, other than in accordance with and/or permitted by the terms of the Transaction Documents, or any Bird Party (or any of their respective Affiliates) shall so state in writing;

then, and in any such event, the Administrative Agent may (or, at the direction of the Lenders shall) by notice to the Borrower declare (x) the Commitment Termination Date to have occurred, (y) the Final Maturity Date to have occurred and (z) all Borrower Obligations to be immediately due and payable; provided, that automatically upon the occurrence of any event (without any requirement for the giving of notice) described in subsection (l) of this Section 10.01 with respect to the Borrower, the Commitment Termination Date and the Final Maturity Date shall occur and all Borrower Obligations shall be immediately due and payable. Upon any such declaration or designation or upon such automatic termination, the Administrative Agent may draw on the Letter of Credit to the extent of any unpaid Borrower Obligations, and the Administrative Agent and the other Secured Parties shall have, in addition to the rights and remedies which they may have under this Agreement and the other Transaction Documents, all other rights and remedies provided after default under the UCC and under other Applicable Law, which rights and remedies shall be cumulative. Any proceeds from liquidation of the Collateral shall be applied in the order of priority set forth in Section 4.01.

SECTION 10.02. Scooter IP. Without limiting any other rights of the Administrative Agent hereunder, for the purpose of enabling the Administrative Agent to exercise rights and remedies under this Agreement, solely during and for the continuation of an Event of Default, Borrower hereby grants to the Administrative Agent, for the benefit of the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Borrower) to use, license, or sublicense any Scooter IP now owned or licensed or hereafter acquired or licensed by the Borrower, in each case solely to the extent reasonably necessary to permit the Administrative Agent to take possession of and dispose of the Scooters, and wherever the same may be located (whether or not any license agreement by and between the Borrower and any other Person relating to the use of such Scooter IP may be terminated hereafter), provided, however, that any such license granted by the Administrative Agent to a third party shall include reasonable and customary terms necessary to preserve the existence, validity and value of the affected Scooter IP, including without limitation, provisions requiring the continuing confidential handling of proprietary information and trade secrets, requiring the use of appropriate notices and prohibiting the use of false notices, protecting and maintaining the quality standards of the trademarks (it being understood and agreed that, without limiting any other rights and remedies of the Administrative Agent under this Agreement or applicable law, nothing in the foregoing license grant shall be construed as granting the Administrative Agent rights in and to such Scooter IP above and beyond (x) the rights to such Scooter IP that the Borrower has reserved for itself and (y) in the case of Scooter IP that is licensed to Borrower by a third party, the extent to which the Borrower has the right to grant a sublicense to such Scooter IP hereunder). The Borrower shall deliver the Scooter IP to the Administrative Agent in a manner that will allow the Scooter IP to be operated and sold without requiring use of any proprietary source code.

ARTICLE XI

THE ADMINISTRATIVE AGENT

SECTION 11.01. Appointment and Authorization. Each Lender hereby irrevocably appoints and authorizes the Administrative Agent to enter into each of the Transaction Documents to which it is a party (other than this Agreement) on its behalf and to take such actions as the Administrative Agent on its behalf and to exercise such powers under the Transaction Documents as are delegated to the Administrative Agent by the terms thereof, together with all such powers as are reasonably incidental thereto. Subject to the terms of Section 14.01 and to the terms of the other Transaction Documents, the Administrative Agent is authorized and empowered to amend, modify, or waive any provisions of this Agreement or the other Transaction Documents on behalf of Lenders. Except for Sections 11.09, 11.12, and 11.14 the provisions of this Article XI are solely for the benefit of the Administrative Agent and Lenders and neither the Borrower nor any other Credit Party shall have any rights as a third party beneficiary of any of the provisions hereof. In performing its functions and duties under this Agreement, the Administrative Agent shall act solely as agent of Lenders and does not assume and shall not be deemed to have assumed any obligation toward or relationship of agency or trust with or for the Borrower or any other Credit Party. The Administrative Agent may perform any of its duties hereunder, or under the Transaction Documents, by or through its agents, servicers, trustees, investment managers or employees.

SECTION 11.02. The Administrative Agent and Affiliates. The Administrative Agent shall have the same rights and powers under the Transaction Documents as any other Lender and may exercise or refrain from exercising the same as though it were not the Administrative Agent, and the Administrative Agent and its Affiliates may lend money to, invest in and generally engage in any kind of business with each Credit Party or Affiliate of any Credit Party as if it were not the Administrative Agent hereunder.

SECTION 11.03. Action by the Administrative Agent. The duties of the Administrative Agent shall be mechanical and administrative in nature. The Administrative Agent shall not have by reason of this Agreement a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any of the Transaction Documents is intended to or shall be construed to impose upon the Administrative Agent any obligations in respect of this Agreement or any of the Transaction Documents except as expressly set forth herein or therein.

SECTION 11.04. Consultation with Experts. The Administrative Agent may consult with legal counsel, independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

SECTION 11.05. Liability of the Administrative Agent. Neither the Administrative Agent nor any of its directors, officers, agents, trustees, investment managers, servicers or employees shall be liable to any Lender for any action taken or not taken by it in connection with the Transaction Documents, except that the Administrative Agent shall be liable with respect to its specific duties set forth hereunder but only to the extent of its own gross negligence or willful misconduct in the discharge thereof as determined by a final non-appealable judgment of a court of competent jurisdiction. Neither the Administrative Agent nor any of its directors, officers,

agents, trustees, investment managers, servicers or employees shall be responsible for or have any duty to ascertain, inquire into or verify (a) any statement, warranty or representation made in connection with any Transaction Document or any borrowing hereunder; (b) the performance or observance of any of the covenants or agreements specified in any Transaction Document; (c) the satisfaction of any condition specified in any Transaction Document; (d) the validity, effectiveness, sufficiency or genuineness of any Transaction Document, any Lien purported to be created or perfected thereby or any other instrument or writing furnished in connection therewith; (e) the existence or non-existence of any Event of Default or Potential Event of Default; or (f) the financial condition of any Credit Party. The Administrative Agent shall not incur any liability by acting in reliance upon any notice, consent, certificate, statement, or other writing (which may be a bank wire, facsimile or electronic transmission or similar writing) believed by it to be genuine or to be signed by the proper party or parties. The Administrative Agent shall not be liable for any apportionment or distribution of payments made by it in good faith and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender to whom payment was due but not made, shall be to recover from other Lenders any payment in excess of the amount to which they are determined to be entitled (and such other Lenders hereby agree to return to such Lender any such erroneous payments received by them).

SECTION 11.06. Indemnification. Each Lender shall, in accordance with its pro rata share of the total unfunded Commitment and funded Loans hereunder, indemnify the Administrative Agent (to the extent not reimbursed by the Borrower) upon demand against any cost, expense (including counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from the Administrative Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction) that the Administrative Agent may suffer or incur in connection with the Transaction Documents or any action taken or omitted by the Administrative Agent hereunder or thereunder. If any indemnity furnished to the Administrative Agent for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against even if so directed by the Lenders until such additional indemnity is furnished.

SECTION 11.07. Right to Request and Act on Instructions. The Administrative Agent may at any time request instructions from Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the Transaction Documents the Administrative Agent is permitted or desires to take or to grant, and if such instructions are promptly requested, the Administrative Agent shall be absolutely entitled to refrain from taking any action or to withhold any approval and shall not be under any liability whatsoever to any Person for refraining from any action or withholding any approval under any of the Transaction Documents until it shall have received such instructions from the Lenders or all or such other portion of the Lenders as shall be prescribed by this Agreement. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting under this Agreement or any of the other Transaction Documents in accordance with the instructions of the Lenders (or all or such other portion of the Lenders as shall be prescribed by this Agreement) and, notwithstanding the instructions of the Lenders (or such other applicable portion of the Lenders), the Administrative Agent shall have no obligation to take any action if it believes, in good faith, that such action would violate Applicable Law or exposes the Administrative Agent to any liability for which it has not received satisfactory indemnification in accordance with the provisions of Section 11.06.

SECTION 11.08. Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the Transaction Documents.

SECTION 11.09. Collateral Matters. The Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion, to release any Lien granted to or held by the Administrative Agent under any Security Document (a) upon termination of the Loans and payment in full of all Borrower Obligations; or (b) constituting property sold or disposed of as part of or in connection with any disposition permitted under any Transaction Document, including pursuant to Section 8.01(s) (it being understood and agreed that the Administrative Agent may conclusively rely without further inquiry on a certificate of a Responsible Officer as to the sale or other disposition of property being made in full compliance with the provisions of the Transaction Documents). Upon request by the Administrative Agent at any time, Lenders will confirm the Administrative Agent's authority to release particular types or items of Collateral pursuant to this Section 11.09. If the Administrative Agent receives Insurance Proceeds in respect of any Scooters, it shall deposit such amounts into the Collection Account for application in accordance with the Priority of Payments. If the Administrative Agent receives Insurance Proceeds in respect of any scooter vehicles other than the Scooters, or any asset that is not Collateral, it shall promptly transfer such Insurance Proceeds to the Parent.

SECTION 11.10. Agency for Perfection. The Administrative Agent and each Lender hereby appoint each other Lender as agent for the purpose of perfecting the Administrative Agent's security interest in assets which, in accordance with the Uniform Commercial Code in any applicable jurisdiction, can be perfected by possession or control. Should any Lender (other than the Administrative Agent) obtain possession or control of any such assets, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor, shall deliver such assets to the Administrative Agent or in accordance with the Administrative Agent's instructions or transfer control to the Administrative Agent in accordance with the Administrative Agent's instructions. Each Lender agrees that it will not have any right individually to enforce or seek to enforce any security interest hereunder or to realize upon any Collateral for the Loans unless instructed to do so by the Administrative Agent (or consented to by the Administrative Agent), it being understood and agreed that such rights and remedies may be exercised only by the Administrative Agent.

SECTION 11.11. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Potential Event of Default or Event of Default except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of Lenders, unless the Administrative Agent shall have received written notice from a Lender or a Credit Party referring to this Agreement, describing such Potential Event Default or Event of Default and stating that such notice is a "notice of

default". The Administrative Agent will notify each Lender of its receipt of any such notice. The Administrative Agent shall take such action with respect to such Potential Event of Default or Event of Default as may be requested by the Lenders (or all or such other portion of the Lenders as shall be prescribed by this Agreement) in accordance with the terms hereof. Unless and until the Administrative Agent has received any such request, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Potential Event Default or Event of Default as it shall deem advisable or in the best interests of Lenders.

SECTION 11.12. Assignment by the Administrative Agent; Resignation of the Administrative Agent; Successor the Administrative Agent

(a) The Administrative Agent may at any time assign its rights, powers, privileges and duties hereunder to (i) another Lender, or (ii) any Person to whom the Administrative Agent, in its capacity as a Lender, has assigned (or will assign, in conjunction with such assignment of agency rights hereunder) 50% or more of its Loans, in each case without the consent of the Lenders or the Borrower. Following any such assignment, the Administrative Agent shall give notice to the Lenders and the Borrower. An assignment by the Administrative Agent pursuant to this subsection (a) shall not be deemed a resignation by the Administrative Agent for purposes of subsection (b) below.

(b) Without limiting the rights of the Administrative Agent to designate an assignee pursuant to subsection (a) above, the Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Lenders shall have the right to appoint a successor the Administrative Agent. If no such successor shall have been so appointed by the Lenders and shall have accepted such appointment within ten (10) Business Days after the retiring the Administrative Agent gives notice of its resignation, then the retiring the Administrative Agent may on behalf of the Lenders, appoint a successor the Administrative Agent; provided, however, that if the Administrative Agent shall notify the Borrower and the Lenders that no Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice from the Administrative Agent that no Person has accepted such appointment and, from and following delivery of such notice, (i) the retiring the Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Transaction Documents, and (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Lenders appoint a successor the Administrative Agent as provided for above in this paragraph.

(c) Upon (i) an assignment permitted by subsection (a) above, or (ii) the acceptance of a successor's appointment as the Administrative Agent pursuant to subsection (b) above, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) the Administrative Agent, and the retiring the Administrative Agent shall be discharged from all of its duties and obligations hereunder and under the other Transaction Documents (if not already discharged therefrom as provided above in this paragraph). The fees payable by the Borrower to a successor the Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring the Administrative Agent's resignation hereunder and under the other Transaction Documents, the provisions of this Article and Section 11.12 shall continue in effect for the benefit of such retiring the Administrative Agent and its sub-agents in respect of any actions taken or omitted to be taken by any of them while the retiring the Administrative Agent was acting or was continuing to act as the Administrative Agent.

SECTION 11.13. Payment and Sharing of Payment

(a) On the Closing Date, the Administrative Agent, on behalf of Lenders, may elect to advance to the Borrower the full amount of the Loan to be made on the Closing Date prior to receiving funds from Lenders, in reliance upon each Lender's commitment to make its Loan Commitment Percentage of such Loan to the Borrower in a timely manner on such date. If the Administrative Agent elects to advance the Loan to the Borrower in such manner, the Administrative Agent shall be entitled to receive all interest that accrues on the Closing Date on each Lender's Loan Commitment Percentage of such Loan unless the Administrative Agent receives such Lender's Loan Commitment Percentage of such Loan before 3:00 p.m. (Eastern time) on the Closing Date.

(b) It is understood that for purposes of advances to the Borrower made pursuant to this Section 11.13, the Administrative Agent will be using the funds of the Administrative Agent, and pending settlement, all interest accruing on such advances shall be payable to the Administrative Agent.

(c) The provisions of this Section 11.13 shall be deemed to be binding upon the Administrative Agent and Lenders notwithstanding the occurrence of any Potential Event of Default or Event of Default, or any insolvency or bankruptcy proceeding pertaining to the Borrower or any other Credit Party.

SECTION 11.14. Loan Payments. Payments of principal, interest and fees in respect of the Loans will be settled on the date of receipt if received by the Administrative Agent on the last Business Day of a month or on the Business Day immediately following the date of receipt if received on any day other than the last Business Day of a month.

SECTION 11.15. Return of Payments.

(a) If the Administrative Agent pays an amount to a Lender under this Agreement in the belief or expectation that a related payment has been or will be received by the Administrative Agent from the Borrower and such related payment is not received by the Administrative Agent, then the Administrative Agent will be entitled to recover such amount from such Lender on demand without setoff, counterclaim or deduction of any kind, together with interest accruing on a daily basis at the Federal Funds Rate.

(b) If the Administrative Agent determines at any time that any amount received by the Administrative Agent under this Agreement must be returned to the Borrower or paid to any other Person pursuant to any insolvency law or otherwise, then, notwithstanding any other term or condition of this Agreement or any other Transaction Document, the Administrative Agent will not be required to distribute any portion thereof to any Lender. In addition, each Lender will repay to the Administrative Agent on demand any portion of such amount that the Administrative Agent has distributed to such Lender, together with interest at such rate, if any, as the Administrative Agent is required to pay to the Borrower or such other Person, without setoff, counterclaim or deduction of any kind.

SECTION 11.16. Sharing of Payments. If any Lender shall obtain any payment or other recovery (whether voluntary, involuntary, by application of setoff or otherwise) on account of the Loans (other than pursuant to the terms of Section 5.03(e)) in excess of its pro rata share of the total funded Loans hereunder of payments entitled pursuant to the other provisions of this Section 11.16, such Lender shall purchase from the other Lenders such participations in extensions of credit made by such other Lenders (without recourse, representation or warranty) as shall be necessary to cause such purchasing Lender to share the excess payment or other recovery ratably with each of them; provided, however, that if all or any portion of the excess payment or other recovery is thereafter required to be returned or otherwise recovered from such purchasing Lender, such portion of such purchase shall be rescinded and each Lender which has sold a participation to the purchasing Lender shall repay to the purchasing Lender the purchase price to the ratable extent of such return or recovery, without interest. The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 11.16 may, to the fullest extent permitted by law, exercise all its rights of payment (including pursuant to Section 14.16) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation). If under any applicable bankruptcy, insolvency or other similar law, any Lender receives a secured claim in lieu of a setoff to which this Section 11.16 applies, such Lender shall, to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights of the Lenders entitled under this Section 11.16 to share in the benefits of any recovery on such secured claim.

SECTION 11.17. Right to Perform, Preserve, and Protect. If any Credit Party fails to perform any obligation hereunder or under any other Transaction Document, the Administrative Agent itself may, but shall not be obligated to, cause such obligation to be performed at the Borrower's expense. The Administrative Agent is further authorized by the Borrower and the Lenders to make expenditures from time to time which the Administrative Agent, in its reasonable business judgment, deems necessary or desirable to (a) preserve or protect the business conducted by the Borrower, the Collateral, or any portion thereof, and/or (b) enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Borrower Obligations. The Borrower hereby agrees to reimburse the Administrative Agent on demand for any and all costs, liabilities and obligations incurred by the Administrative Agent pursuant to this Section 11.17. Each Lender hereby agrees to indemnify the Administrative Agent upon demand for any and all costs, liabilities and obligations incurred by the Administrative Agent pursuant to this Section 11.17, in accordance with the provisions of Section 11.06.

SECTION 11.18. Adjustment to Face Amount of Letter of Credit. Upon any request from any of the Bird Parties to adjust the face amount of the Letter of Credit pursuant to and in accordance with Section 5.1.8 of the Scooter Lease, the Administrative Agent agrees to promptly consent to any such adjustment and to promptly take any other actions (including executing any amendments to such Letter of Credit) necessary to effectuate such adjustment to the face amount of the Letter of Credit. The Lenders irrevocably authorize the Administrative Agent to provide any consent to and to take any other actions described in this Section 11.18 with respect to the Letter of Credit.

ARTICLE XII

[RESERVED]

ARTICLE XIII

INDEMNIFICATION

SECTION 13.01. Indemnities by the Borrower.

(a) Without limiting any other rights that the Administrative Agent, the Lenders, the Affected Persons and their respective assigns, officers, directors, agents and employees (each, a "Borrower Indemnified Party") may have hereunder or under Applicable Law, the Borrower hereby agrees to indemnify each Borrower Indemnified Party from and against any and all claims, losses and liabilities (including Attorney Costs (excluding the allocated costs of in house counsel and limited to not more than one firm of counsel for all such Borrower Indemnified Parties, taken as a whole, and, if necessary, a single local firm of counsel in each appropriate jurisdiction for all such Borrower Indemnified Parties, taken as a whole (and, in the case of an actual or perceived conflict of interest, of another firm of counsel for such affected Borrower Indemnified Party)) (all of the foregoing being collectively referred to as "Borrower Indemnified Amounts") arising out of or resulting from this Agreement or any other Transaction Document or the use of proceeds of the Loans or the security interest in respect of any of the Collateral; excluding, however, (i) Borrower Indemnified Amounts to the extent a final non-appealable judgment of a court of competent jurisdiction holds that such Borrower Indemnified Amounts resulted solely from the fraud, gross negligence or willful misconduct by the Borrower Indemnified Party seeking indemnification and (ii) Borrower Indemnified Amounts to the extent arising from a claim, action, litigation, investigation, or other proceeding that does not arise from any act or omission by any Bird Party or any officer, partner, director, trustee, employee, or agent of any Bird Party and that is brought by any Borrower Indemnified Party against another Borrower Indemnified Party (other than any such claim, action, litigation, investigation, or other proceeding brought against the Administrative Agent in its capacity as such).

(b) [Reserved].

(c) If for any reason the foregoing indemnification is unavailable to any Borrower Indemnified Party or insufficient to hold it harmless, then the Borrower shall contribute to such Borrower Indemnified Party the amount paid or payable by such Borrower Indemnified Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of the Borrower and its Affiliates on the one hand and such Borrower Indemnified Party on the other hand in the matters contemplated by this Agreement as well as the relative fault of the Borrower and its Affiliates and such Borrower Indemnified Party with respect to such loss, claim, damage or liability and any other relevant equitable considerations. The reimbursement, indemnity and contribution obligations of the Borrower under this Section shall be in addition to any liability which the Borrower may otherwise have, shall extend upon the same terms and conditions to each Borrower Indemnified Party, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Borrower and the Borrower Indemnified Parties.

(d) Any indemnification or contribution under this Section shall survive the termination of this Agreement. For the avoidance of doubt, the indemnity provided pursuant to this Section 13.01 and Section 14.04 shall not apply to claims for Indemnified Taxes or Excluded Taxes.

ARTICLE XIV

MISCELLANEOUS

SECTION 14.01. Amendments, Etc.

(a) No failure on the part of any Lender or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No amendment or waiver of any provision of this Agreement or consent to any departure by any of the Borrower or any Affiliate thereof shall be effective unless in a writing signed by the Administrative Agent and all of the Lenders (and, in the case of any amendment, also signed by the Credit Parties), and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, the Administrative Agent may, without the consent of any Lender or Credit Party, enter into amendments or modifications to this Agreement or any of the other Transaction Documents in order to implement any replacement of the Base LIBOR Rate as contemplated in the definition thereof or any LIBOR Replacement Conforming Changes or otherwise effectuate the terms of this Section 14.01 in accordance with the terms of this Section 14.01.

SECTION 14.02. Notices, Etc. All notices and other communications hereunder shall, unless otherwise stated herein, be in writing (which shall include facsimile and email communication) and faxed, emailed or delivered, to each party hereto, at its address set forth under its name on Schedule IV hereto or at such other address, facsimile number or email address as shall be designated by such party in a written notice to the other parties hereto. Notices and communications by facsimile or email shall be effective when sent receipt confirmed by electronic or other means (such as by the "return receipt requested" function, as available, return electronic mail or other acknowledgement), and notices and communications sent by other means shall be effective when received.

SECTION 14.03. Assignability; Addition of Lenders.

(a) Assignment by Lenders. Each Lender may assign to any Eligible Assignee or to any other Lender (other than a Disqualified Institution) all or a portion of its rights and obligations under this Agreement (including, but not limited to, (A) all or a portion of its unfunded Commitment hereunder without the necessity of transferring any portion of any Loan funded by such Lender or other obligations owed to it hereunder, or (B) all or a portion of any Loan funded by such Lender or other obligations owed to it hereunder without the necessity of transferring any portion of its unfunded Commitment hereunder); provided, however, that

(i) except for an assignment by a Lender to either an Affiliate of such Lender or any other Lender, each such assignment shall require the prior written consent of the Borrower (such consent not to be unreasonably withheld, conditioned or delayed); provided, that such consent shall be deemed to be given if the Borrower does not respond within five (5) Business Days of a request for consent; and provided, further, that such consent shall not be required if an Event of Default has occurred and is continuing;

(ii) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations under this Agreement; and

(iii) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance Agreement.

Upon such execution, delivery, acceptance and recording from and after the effective date specified in such Assignment and Acceptance Agreement, (x) the assignee thereunder shall be a party to this Agreement, and to the extent that rights and obligations under this Agreement have been assigned to it pursuant to such Assignment and Acceptance Agreement, have the rights and obligations of a Lender hereunder and (y) the assigning Lender shall, to the extent that rights and obligations have been assigned by it pursuant to such Assignment and Acceptance Agreement, relinquish such rights and be released from such obligations under this Agreement (and, in the case of an Assignment and Acceptance Agreement covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(b) Register. The Administrative Agent shall, acting solely for this purpose as an agent of the Borrower, maintain at its address referred to on Schedule IV of this Agreement (or such other address of the Administrative Agent notified by the Administrative Agent to the other parties hereto) a copy of each Assignment and Acceptance Agreement delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders, the Commitment of each Lender and the aggregate outstanding principal amount (and stated interest) of the Loans of each Lender from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Credit Parties, the Administrative Agent, and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms of this Agreement as a Lender under this Agreement for all purposes of this Agreement. The Register shall be available for inspection by the Credit Parties or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(c) Procedure. Upon its receipt of an Assignment and Acceptance Agreement executed and delivered by an assigning Lender and an Eligible Assignee or assignee Lender, the Administrative Agent shall, if such Assignment and Acceptance Agreement has been duly completed, (i) accept such Assignment and Acceptance Agreement, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Credit Parties.

(d) Participations. Each Lender may sell participations to one or more Eligible Assignees (each, a “Participant”) in or to all or a portion of its rights and/or obligations under this Agreement (including, without limitation, all or a portion of its Commitment or the interests in the Loans owned by it); provided, however, that

(i) such Lender’s obligations under this Agreement (including, without limitation, its Commitment to the Borrower hereunder) shall remain unchanged, and

(ii) such Lender shall remain solely responsible to the other parties to this Agreement for the performance of such obligations.

The Administrative Agent, the Lenders, and the Credit Parties shall have the right to continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. The Credit Parties agree that each Participant shall be entitled to the benefits of Sections 5.01 and 5.03 (subject to the requirements and limitations therein, including the requirements under Section 5.03(f) (it being understood that the documentation required under Section 5.03(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided, that such Participant shall not be entitled to receive any greater payment under Section 5.01 or 5.03, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

(e) Participant Register. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Credit Parties, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other obligations under this Agreement (the “Participant Register”); provided, that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant’s interest in any Commitments, Loans or its other obligations under any this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) Assignments by Administrative Agent. This Agreement and the rights and obligations of the Administrative Agent herein shall be assignable by the Administrative Agent and its successors and assigns; provided, that (i) the Administrative Agent may not assign to a Disqualified Institution and (ii) in the case of an assignment to a Person that is not an Affiliate of the Administrative Agent or a Lender, so long as no Event of Default has occurred and is continuing, such assignment shall require the Credit Parties’ consent (not to be unreasonably withheld, conditioned or delayed).

(g) Assignments by the Credit Parties. The Credit Parties may not assign any of their respective rights or obligations hereunder or any interest herein without the prior written consent of the Administrative Agent and each Lender (such consent to be provided or withheld in the sole discretion of such Person).

(h) Pledge to Secure Obligations of Lender. Notwithstanding anything to the contrary set forth herein, any Lender or any of their respective Affiliates may at any time pledge or grant a security interest in all or any portion of its interest in, to and under this Agreement and any other Transaction Document to secure obligations of such Lender to any Person providing any extension of credit or financial arrangement to or for the account of such Lender or any of its Affiliates and any agent, trustee, or representative of such Person (without notice to or the consent of the Credit Parties, any other Lender, or the Administrative Agent); provided, that no such pledge shall relieve such Lender of its obligations under this Agreement or substitute any such pledgee for such Lender as a party hereto.

SECTION 14.04. Costs and Expenses. In addition to the rights of indemnification granted under Section 13.01 hereof, the Credit Parties agree to pay on demand all reasonable and documented out-of-pocket costs and expenses in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Transaction Documents (together with all amendments, restatements, supplements, consents and waivers, if any, from time to time hereto and thereto), including, without limitation, (i) the reasonable and documented out-of-pocket Attorney Costs for the Administrative Agent and the Lenders and any of their respective Affiliates with respect thereto and with respect to advising the Administrative Agent and the Lenders and their respective Affiliates as to their rights and remedies under this Agreement and the other Transaction Documents and (ii) reasonable and documented out-of-pocket accountants', auditors' and consultants' fees and expenses for the Administrative Agent and the Lenders and any of their respective Affiliates incurred in connection with the administration and maintenance of this Agreement or advising the Administrative Agent or any Lender as to their rights and remedies under this Agreement or as to any actual or reasonably claimed breach of this Agreement or any other Transaction Document. In addition, the Borrower agrees to pay on demand all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented Attorney Costs), of the Administrative Agent and the Lenders and their respective Affiliates, incurred in connection with the enforcement of any of their respective rights or remedies under the provisions of this Agreement and the other Transaction Documents.

SECTION 14.05. Invoices for Indemnified Amounts. To the extent invoiced to the Borrower at least seven (7) Business Days prior to a Payment Date, any indemnification amounts under this Agreement shall be paid pursuant to the Priority of Payments on such Payment Date (it being agreed and understood, for the avoidance of doubt, that if any such amount is invoiced less than seven (7) Business Days prior to a Payment Date, such amount shall be paid on the next Payment Date).

SECTION 14.06. Confidentiality.

(a) Each of the Credit Parties covenants and agrees to hold in confidence, and not disclose to any Person, the terms of this Agreement or the Fee Letter (including any fees payable in connection with this Agreement, the Fee Letter or any other Transaction Document or the identity of the Administrative Agent or any Lender), except as the Administrative Agent and each Lender may have consented to in writing prior to any proposed disclosure; provided, however, that it may disclose such information (i) to its Advisors and Representatives, (ii) to the extent such information has become available to the public other than as a result of a disclosure by or through the Credit Parties, the Parent or their Advisors and Representatives or (iii) to the extent it should be (A) required by Applicable Law, or in connection with any legal or regulatory proceeding or (B) requested by any Governmental Authority to disclose such information; provided, that in the case of clause (iii) above, the Credit Parties will use reasonable efforts to maintain confidentiality and will (unless otherwise prohibited by Applicable Law) notify the Administrative Agent and the affected Lender of their intention to make any such disclosure prior to making such disclosure. Each of the Credit Parties agrees to be responsible for any breach of this Section by its Representatives and Advisors and agrees that its Representatives and Advisors will be advised by it of the confidential nature of such information and shall agree to comply with this Section. Notwithstanding the foregoing, it is expressly agreed that each of the Credit Parties and their respective Affiliates may publish a press release or otherwise publicly announce the existence and principal amount of the Commitments under this Agreement and the transactions contemplated hereby; provided, that the Administrative Agent and the Lenders shall be provided a reasonable opportunity to review such press release or other public announcement prior to its release and provide comment thereon; and provided, further, that no such press release shall name or otherwise identify the Administrative Agent, any Lender, or any of their respective Affiliates without such Person's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, the Borrower consents to the publication by the Administrative Agent, or any Lender of a tombstone or similar advertising material relating to the financing transactions contemplated by this Agreement.

(b) Each of the Administrative Agent and each Lender, severally and with respect to itself only, agrees to hold in confidence, and not disclose to any Person, any confidential and proprietary information concerning the Credit Parties and their respective Affiliates and their businesses or the terms of this Agreement (including any fees payable in connection with this Agreement or the other Transaction Documents), except as the Credit Parties may have consented to in writing prior to any proposed disclosure; provided, however, that it may disclose such information (i) to its Advisors and Representatives, (ii) to its assignees and Participants and potential assignees and Participants and their respective counsel if they agree in writing to hold it confidential, (iii) to the extent such information has become available to the public other than as a result of a disclosure by or through it or its Representatives or Advisors, (iv) at the request of a bank examiner or other regulatory authority or in connection with an examination of any of the Administrative Agent or any Lender or their respective Affiliates or (v) to the extent it should be (A) required by Applicable Law, or in connection with any legal or regulatory proceeding or (B) requested by any Governmental Authority to disclose such information; provided, that in the case of clause (v) above, the Administrative Agent and each Lender will use reasonable efforts to maintain confidentiality and will (unless otherwise prohibited by Applicable Law) notify the Credit Parties of its making any such disclosure as promptly as reasonably practicable thereafter. Each of the Administrative Agent and each Lender, severally and with respect to itself only, agrees to be responsible for any breach of this Section by its Representatives and Advisors and agrees that its Representatives and Advisors will be advised by it of the confidential nature of such information and shall agree to comply with this Section.

(c) As used in this Section, (i) “Advisors” means, with respect to any Person, such Person’s accountants, attorneys and other confidential advisors and (ii) “Representatives” means, with respect to any Person, such Person’s Affiliates, Subsidiaries, directors, managers, officers, employees, members, investors, financing sources, insurers, professional advisors, representatives and agents; provided, that such Persons shall not be deemed to Representatives of a Person unless (and solely to the extent that) confidential information is furnished to such Person.

(d) Notwithstanding the foregoing, to the extent not inconsistent with applicable securities laws, each party hereto (and each of its employees, representatives or other agents) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure (as defined in Section 1.6011-4 of the Treasury Regulations) of the transactions contemplated by the Transaction Documents and all materials of any kind (including opinions or other tax analyses) that are provided to such Person relating to such tax treatment and tax structure.

SECTION 14.07. GOVERNING LAW. THIS AGREEMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF, EXCEPT TO THE EXTENT THAT THE PERFECTION, THE EFFECT OF PERFECTION OR PRIORITY OF THE INTERESTS OF ADMINISTRATIVE AGENT OR ANY LENDER IN THE COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK).

SECTION 14.08. Execution in Counterparts. This Agreement 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. Execution of any such counterpart may be by means of (a) an electronic signature) that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement or other Transaction Document. The foregoing shall apply to each other Transaction Document, and any notice delivered hereunder or thereunder, *mutatis mutandis*.

SECTION 14.09. Integration; Binding Effect; Survival of Termination. This Agreement and the other Transaction Documents contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms and shall remain in full force and effect until the Final Payout Date; provided, however, that the provisions of Sections 5.01, 5.02, 5.03, Article XI, 13.01, 13.02, 14.04, 14.05, 14.06, 14.09, 14.11 and 14.13 shall survive any termination of this Agreement.

SECTION 14.10. CONSENT TO JURISDICTION.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO (I) WITH RESPECT TO THE CREDIT PARTIES, THE EXCLUSIVE JURISDICTION, AND (II) WITH RESPECT TO EACH OF THE OTHER PARTIES HERETO, THE NON-EXCLUSIVE JURISDICTION, IN EACH CASE, OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING (I) IF BROUGHT BY THE CREDIT PARTIES OR ANY AFFILIATE THEREOF, SHALL BE HEARD AND DETERMINED, AND (II) IF BROUGHT BY ANY OTHER PARTY TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, MAY BE HEARD AND DETERMINED, IN EACH CASE, IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS SECTION 14.10 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER CREDIT PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST ANY CREDIT PARTY OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH CREDIT PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH OF THE CREDIT PARTIES CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED IN SECTION 14.02. NOTHING IN THIS SECTION 14.10 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER CREDIT PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 14.11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

SECTION 14.12. Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it with respect to any Borrower Obligations in a greater proportion than that received by any other Lender entitled to receive a ratable share of such Borrower Obligations, such Lender agrees, promptly upon demand, to purchase for cash without recourse or warranty a portion of such Borrower Obligations held by the other Lenders so that after such purchase each Lender will hold its ratable proportion of such Borrower Obligations; provided, that if all or any portion of such excess amount is thereafter recovered from such Lender, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

SECTION 14.13. Limitation of Liability.

(a) No claim may be made by the Borrower or any Affiliate thereof or any other Person against any Lender, the Administrative Agent, or their respective Affiliates, members, directors, officers, employees, incorporators, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Transaction Document, or any act, omission or event occurring in connection herewith or therewith; and each of the Credit Parties hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor. None of the Lenders, the Administrative Agent, and their respective Affiliates shall have any liability to the Borrower or any Affiliate thereof or any other Person asserting claims on behalf of or in right of the Borrower or any Affiliate thereof in connection with or as a result of this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, except to the extent that any losses, claims, damages, liabilities or expenses incurred by the Credit Parties or any Affiliate thereof result from the breach of contract, gross negligence or willful misconduct of such Lender or the Administrative Agent or any of their respective Affiliates in performing its duties and obligations hereunder and under the other Transaction Documents to which it is a party.

(b) No claim may be made by the Administrative Agent, any Lender, or any Affiliate thereof or any other Person against any Bird Party, or their respective Affiliates, members, directors, officers, employees, incorporators, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Transaction Document, or any act, omission or event occurring in connection herewith or therewith; and each of the Administrative Agent and each Lender hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor. None of the Bird Parties, and their respective Affiliates shall have any liability to the Administrative Agent, any Lender or any Affiliate thereof or any other Person asserting claims on behalf of or in right of the Borrower or any Affiliate thereof in connection with or as a result of this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, except to the extent that any losses, claims, damages, liabilities or expenses incurred by the Administrative Agent, such Lender, or any Affiliate thereof result from the breach of contract, gross negligence or willful misconduct of such Bird Party or Affiliate in performing its duties and obligations hereunder and under the other Transaction Documents to which it is a party.

(c) The obligations of the Administrative Agent, each Lender and each Credit Party under this Agreement and each of the Transaction Documents are solely the corporate obligations of such Person. No recourse shall be had for any obligation or claim arising out of or based upon this Agreement or any other Transaction Document against any member, director, officer, employee or incorporator of any such Person.

SECTION 14.14. Intent of the Parties. The Borrower has structured this Agreement with the intention that the Loans and the obligations of the Borrower hereunder will be treated under United States federal, and applicable state, local and foreign tax law as debt (the "Intended Tax Treatment"). The Borrower, the Lenders, and the Administrative Agent agree to file no tax return, or take any action, inconsistent with the Intended Tax Treatment unless required by law. Each assignee and each Participant acquiring an interest in a Credit Extension, by its acceptance of such assignment or participation, agrees to comply with the immediately preceding sentence.

SECTION 14.15. USA Patriot Act. Each of the Administrative Agent and each of the Lenders hereby notifies the Credit Parties that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act"), the Administrative Agent and the Lenders may be required to obtain, verify and record information that identifies the Credit Parties and the Parent, which information includes the name, address, tax identification number and other information regarding the Credit Parties and the Parent that will allow the Administrative Agent and the Lenders to identify the Credit Parties and the Parent in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act. Each of the Credit Parties agrees to provide the Administrative Agent and each Lender, from time to time, with all documentation and other information required by bank regulatory authorities under "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act.

SECTION 14.16. Right of Setoff. Each Lender is hereby authorized (in addition to any other rights it may have), at any time during the continuance of an Event of Default, to setoff, appropriate and apply (without presentment, demand, protest or other notice which are hereby expressly waived) any deposits and any other indebtedness held or owing by such Lender (including by any branches or agencies of such Lender) to, or for the account of, the Borrower against amounts owing by the Borrower hereunder (even if contingent or unmatured); provided, that such Lender shall notify the Borrower promptly following such setoff.

SECTION 14.17. Severability. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 14.18. Mutual Negotiations. This Agreement and the other Transaction Documents are the product of mutual negotiations by the parties thereto and their counsel, and no party shall be deemed the draftsman of this Agreement or any other Transaction Document or any provision hereof or thereof or to have provided the same. Accordingly, in the event of any inconsistency or ambiguity of any provision of this Agreement or any other Transaction Document, such inconsistency or ambiguity shall not be interpreted against any party because of such party's involvement in the drafting thereof.

SECTION 14.19. Captions and Cross References. The various captions (including the table of contents) in this Agreement are provided solely for convenience of reference and shall not affect the meaning or interpretation of any provision of this Agreement. Unless otherwise indicated, references in this Agreement to any Section, Schedule or Exhibit are to such Section

Schedule or Exhibit to this Agreement, as the case may be, and references in any Section, subsection, or clause to any subsection, clause or subclause are to such subsection, clause or subclause of such Section, subsection or clause.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BIRD US OPCO, LLC, as Borrower

By: _____
Name:
Title:

BIRD US HOLDCO, LLC, as Holdco Guarantor

By: _____
Name:
Title:

[Signature Page to Loan and Security Agreement]

MIDCAP FINANCIAL TRUST ,
as Administrative Agent

By: Apollo Capital Management, L.P., its investment
manager

By: Apollo Capital Management, GP, LLC, its general
partner

By: _____
Name:
Title:

MIDCAP FINANCIAL TRUST ,
as a Lender

By: Apollo Capital Management, L.P., its investment
manager

By: Apollo Capital Management, GP, LLC, its general
partner

By: _____
Name:
Title:

[Signature Page to Loan and Security Agreement]

APOLLO INVESTMENT CORPORATION,
as a Lender

By: Apollo Investment Management, L.P., its Investment
Adviser

By: ACC Management, LLC, its General Partner

By: _____
Name: Joseph D. Glatt
Title: Vice President

[Signature Page to Loan and Security Agreement]

Exhibit C

Amended Exhibits to Loan Agreement

[See attached.]

**AMENDMENT NO. 1
TO
MASTER SCOOTER OPERATING LEASE AND SERVICING AGREEMENT**

AMENDMENT NO. 1 TO MASTER SCOOTER OPERATING LEASE AND SERVICING AGREEMENT, dated as of October 12, 2021 (this “**Agreement**”), by and among Bird US Opco, LLC, a Delaware limited liability company, as lessor (in such capacity, the “**Lessor**”) and Bird Rides, Inc., a Delaware corporation, as a lessee (in such capacity, the “**Lessee**”) and as servicer (in such capacity as servicer, the “**Servicer**”) and, together with the Lessor and the Lessee, the “**Bird Lease Parties**”).

WHEREAS, reference is hereby made to (a) the Master Scooter Operating Lease and Servicing Agreement, dated as of April 27, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “**Master Lease Agreement**”), by and among the Lessor, the Lessee, and the Servicer and (b) the Loan and Security Agreement, dated as of April 27, 2021 (as amended by the First Amendment to Loan and Security Agreement dated as of June 10, 2021, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “**Loan Agreement**”), by and among the Lessor, Bird US Holdco, LLC, a Delaware limited liability company (“**Holdco Guarantor**”), the lenders from time to time party thereto, and MidCap Financial Trust, as administrative agent (in such capacity, the “**Administrative Agent**”);

WHEREAS, the Lessor has entered into an Amendment No. 2 to Loan and Security Agreement, dated as of the date hereof (“**Amendment No. 2**”), by and among the Lessor, Holdco Guarantor, the lenders under the Loan Agreement as in effect immediately prior to the effectiveness of Amendment No. 2 (the “**Existing Lenders**”), each of the financial institutions party thereto as lender (together with Existing Lenders, collectively, the “**Lenders**”) and the Administrative Agent, which amends the Loan Agreement;

WHEREAS, in connection with Amendment No. 2 and in accordance with Section 19 of the Master Lease Agreement, the Bird Lease Parties have agreed to amend the Master Lease Agreement as more fully set forth herein and subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. *Defined Terms; References.*

(a) Unless otherwise specifically defined herein, each term used herein which is defined in the Master Lease Agreement or the Loan Agreement, as applicable, has the meaning assigned to such term in the Amended Master Lease Agreement (as defined below) or the Amended Loan Agreement (as defined in Amendment No. 2), as applicable. The rules of construction and other interpretive provisions specified in Section 1.2 of the Amended Master Lease Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

(b) As used in this Agreement, the following terms have the meanings specified below:

“**Amended Master Lease Agreement**” shall mean the Master Lease Agreement, as amended by this Agreement.

“**Amendment No. 1 Effective Date**” shall have the meaning provided in Section 6 hereof.

Section 2. *Amendment.*

(a) Amended Master Lease Agreement. Pursuant to Section 19 of the Master Lease Agreement:

(i) Each of the parties hereto agrees that, effective on the Amendment No. 1 Effective Date, the Master Lease Agreement shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~ and ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text and double-underlined text) as set forth in the pages of the Master Lease Agreement attached as Exhibit A hereto.

(ii) Each of the parties hereto agrees that Exhibit B hereto sets forth a clean copy of the Amended Master Lease Agreement.

(c) Schedules. Each of the parties hereto agrees that, effective on the Amendment No. 1 Effective Date, each of the schedules to the Master Lease Agreement is hereby amended and restated by deleting such schedule in its entirety and replacing such schedule with the schedule set forth on Exhibit A (as a marked copy) and Exhibit B (as a clean copy) hereto.

Section 3. *Effect of Agreement; Reaffirmation; Etc.* Except as expressly set forth herein or in the Amended Master Lease Agreement, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Master Lease Agreement or under any other Transaction Document and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Master Lease Agreement or any other provision of the Master Lease Agreement or of any other Transaction Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Without limiting the foregoing, after giving effect to this Agreement, each Bird Lease Party acknowledges and agrees that (x) each Transaction Document to which it is a party is hereby confirmed and ratified and shall remain in full force and effect according to its respective terms (in the case of the Master Lease Agreement, as amended hereby) and (y) the Amended Master Lease Agreement, and all of the Collateral (as defined in Section 2(b) of the Master Lease Agreement), does and in each case shall continue to, secure the payment and performance of all of the obligations and liabilities of the Lessee under the Master Lease Agreement, and hereby ratifies the security interests granted by it pursuant to the Master Lease Agreement. The parties hereto acknowledge and agree that the amendment of the Master Lease Agreement pursuant to this Agreement and all other Transaction Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Master Lease Agreement and the other Transaction Documents as in effect prior to the Amendment No. 1 Effective Date.

Section 4. *Representations of the Lessee and the Servicer.* The Lessee and the Servicer each hereby represents and warrants that:

(a) the representations and warranties set forth in Section 7 of the Amended Master Lease Agreement shall be true and correct in all material respects on and as of the Amendment No. 1 Effective Date (after giving effect to this Agreement) with the same effect as though made on and as of such date (and deeming (x) this Agreement to be a "Transaction Document" for purposes of each such representation and warranty and (y) references in Section 7 of the Amended Master Lease Agreement to "this Agreement" to be references to the Amended Master Lease Agreement), it being understood and agreed that (i) any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date and (ii) any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects (after giving effect to such qualification therein) on and as of the Amendment No. 1 Effective Date; and

(b) no Potential Operating Lease Event of Default, Potential Servicer Default, Operating Lease Event of Default, or Servicer Default has occurred and is continuing.

Section 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts) (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Conditions to Effectiveness of this Agreement This Agreement shall become effective on the date (the “**Amendment No. 1 Effective Date**”) when each of the following conditions shall have been satisfied (or waived, as applicable) and, in connection with the foregoing, the execution (which may include telecopy or electronic transmission of a signed signature page of this Agreement) of this Agreement:

(a) Amendment Documents. The Administrative Agent and the Bird Lease Parties shall have received copies of this Agreement and Amendment No. 2 (together, the “**Amendment Documents**”), in each case, executed and delivered by each party thereto.

(b) Amendment No. 2 Effective Date. The Amendment No. 2 Effective Date (as defined in Amendment No. 2) shall have occurred.

Notwithstanding anything to the contrary, for all purposes hereunder, this Agreement shall be deemed not to be effective, and the Amendment No. 1 Effective Date shall be deemed not to have occurred, if the SPAC Transaction has not been consummated on or prior to December 31, 2021 (the “**deSPAC Outside Date**”); provided, that, for the avoidance of doubt, if the SPAC Transaction has not been consummated on or prior to the deSPAC Outside Date such that this Agreement is deemed not to be effective, then the Master Lease Agreement shall continue in full force and effect, without the amendments contained herein.

Section 7. No Novation. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Master Lease Agreement or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied in this Agreement or in any other document contemplated hereby shall discharge or release the Lien or priority of any Transaction Document or any other security therefor or otherwise be construed as a release or other discharge of any of the Bird Lease Parties under any Transaction Document from any of its obligations and liabilities as a borrower, guarantor or pledgor under any of the Transaction Documents, except, in each case, to any extent modified hereby.

Section 8. *Miscellaneous.* Sections 14, 15 and 16 of the Loan Agreement are incorporated herein by reference and apply *mutatis mutandis*.

Section 9. *Transaction Document.* This Agreement is a Transaction Document and all references to a “Transaction Document” in the Amended Master Lease Agreement or any other Transaction Document (including any such reference in any representation or warranty in the Amended Master Lease Agreement or any other Transaction Document) shall be deemed to include this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Bird US Opco, LLC, as Lessor

By: /s/ Travis VanderZanden
Name: Travis VanderZanden
Title: Chief Executive Officer

Bird Rides, Inc., as Lessee and Servicer

By: /s/ Travis VanderZanden
Name: Travis VanderZanden
Title: Chief Executive Officer

[Signature Page to Amendment No. 1]

Acknowledged and Agreed:

MIDCAP FINANCIAL TRUST,
as the Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management, GP, LLC,
its general partner

By: /s/ Maurice Amsellem

Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Amendment No. 1]

Exhibit A

Amended Master Lease Agreement

[See attached.]

Conformed through:
Amendment No. 1 to Master Scooter Operating Lease and Servicing Agreement dated as of October 12, 2021

**MASTER SCOOTER OPERATING LEASE AND
SERVICING AGREEMENT**

Dated as of April 27, 2021

among

BIRD US OPKO, LLC

as Lessor,

BIRD RIDES, INC.

as a Lessee and Servicer

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**MASTER SCOOTER OPERATING LEASE AND
SERVICING AGREEMENT**

This Master Scooter Operating Lease and Servicing Agreement (as amended, modified or supplemented from time to time in accordance with the provisions hereof, this "Agreement"), dated as of April 27, 2021, by and among:

BIRD US OPCO, LLC, a Delaware limited liability company, as lessor (in such capacity, the "Lessor"); and

BIRD RIDES, INC., a Delaware corporation ("Bird"), as a lessee (in such capacity, the "Lessee") and as servicer (in such capacity as servicer, the "Servicer").

RECITALS

WHEREAS, the Lessor has entered into a Loan and Security Agreement (as amended, modified or supplemented from time to time, the "Loan Agreement"), dated as of April 27, 2021, among the Lessor, Bird US Holdco, LLC, the lenders party thereto and MidCap Financial Trust, as administrative agent (in such capacity, the "Administrative Agent"), in order to finance the acquisition of a fleet of electric scooters (the "Scooters") that the Lessor determines shall be leased hereunder;

WHEREAS, the Lessor desires to lease to the Lessee, and the Lessee desires to lease from the Lessor, the Scooters for use in connection with the business of the Lessee;

WHEREAS, the Lessor and the Lessee each desire that the Servicer perform various servicing functions with respect to the Scooters, and the Servicer desires to perform such functions, in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS AND CONSTRUCTION

- 1.1 Definitions. As used in this Agreement and unless the context requires a different meaning, capitalized terms used herein shall have the meanings ascribed thereto in Schedule I hereto and, if not defined therein, shall have the meanings assigned to such terms in the Loan Agreement.
- 1.2 Construction.
- (a) In this Agreement, including the preamble, recitals, attachments, schedules, annexes, exhibits and joinders hereto, unless the context otherwise requires:
 - (i) the singular includes the plural and vice versa;
 - (ii) references to an agreement or document shall include the preamble, recitals, all attachments, schedules, annexes, exhibits and joinders to such agreement or document, and are to such agreement or document (including all such attachments, schedules, annexes, exhibits and joinders to such agreement or document) as amended, supplemented, restated and otherwise modified from time to time and to any successor or replacement agreement or document, as applicable (unless otherwise stated);

- (iii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to any Person in a particular capacity only refers to such Person in such capacity;
 - (iv) reference to any gender includes the other gender;
 - (v) reference to any Requirement of Law means such Requirement of Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time;
 - (vi) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
 - (vii) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";
 - (viii) the language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party;
 - (ix) as used in this Agreement, unless the context otherwise requires, the term "title" refers to a Certificate of Title or other similar form of vehicle title and is intended by each party hereto to include the terms "vehicle registration" and "vehicle license plate," unless specified otherwise; and
 - (x) unless specified otherwise, "titling" will be deemed to include the acts of registering a scooter, including the registering of the license plates of a scooter.
- (b) Notwithstanding any language to the contrary contained herein, the parties hereto intend that this Agreement constitutes one indivisible lease of the Scooters and not separate leases governed by similar terms. The Scooters constitute one economic unit, and the Rent and all other provisions hereof have been negotiated and agreed to based upon a demise of all of the Scooters to the Lessees as a single, composite, inseparable transaction and would have been substantially different had separate leases or a divisible lease been intended. The parties intend that the provisions of this Agreement shall at all times be construed, interpreted and applied so as to carry out their mutual objective to create an indivisible lease of all of the Scooters and, in particular but without limitation, that, for purposes of any assumption, rejection or assignment of this Agreement under 11 U.S.C. Section 365, or any successor or replacement thereof or any analogous state law, this is one indivisible lease and non-severable lease and executory contract dealing with one legal and economic unit and that this Agreement must be assumed, rejected or assigned as a whole with respect to all (and only as to all) of the Scooters. Except as expressly provided in this Agreement for specific, isolated purposes (and then only to the extent expressly otherwise stated), all provisions of this Agreement apply equally and uniformly to all of the Scooters as one unit. Upon the occurrence and during the continuance of any Operating Lease Event of Default, the Lessor shall be entitled to exercise any applicable remedies under Section 9 with respect

to all of the Scooters or any portion of the Scooters, regardless of the portion of the Scooters to which such Operating Lease Event of Default relates. The parties may amend this Agreement from time to time to add or remove one or more additional scooters as part of the Scooters and such future addition to, or removal from, the Scooters shall not in any way change the indivisible and non-severable nature of this Agreement and all of the foregoing provisions shall continue to apply in full force. Each party agrees that it shall not assert that this Agreement is not, and shall not challenge the characterization of this Agreement as, a single indivisible lease of all of the Scooters. Each party hereby waives any claim or defense based on a recharacterization of this Agreement as any agreement other than a single indivisible lease of all of the Scooters.

2. NATURE OF AGREEMENT.

- (a) The Lessee and the Lessor intend that this Agreement is a lease and that the relationship between the Lessor and the Lessee pursuant hereto shall always be only that of lessor and lessee, and the Lessee hereby declares, acknowledges and agrees that the Lessor is the owner of the Scooters, and legal title to the Scooters is held by the Lessor directly. The Lessee shall not acquire by virtue of this Agreement any right, equity, title or interest in or to any Scooters, except the leasehold interest established by this Agreement. The parties agree that this Agreement is a "true lease" and agree to treat the leasehold interest established by this Agreement as a lease for all purposes, including accounting, regulatory and otherwise, except it will be disregarded for tax purposes to the extent the Lessor and the Lessee are treated as the same taxpayer under the Code or under applicable state tax laws.
- (b) GRANT OF SECURITY INTEREST. To secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the obligations and liabilities of the Lessee under this Agreement, the Lessee hereby grants to the Lessor a security interest in all of the Lessee's right, title and interest, if any, in and to all of the following assets, property and interests in property, whether now owned or hereafter acquired or created (collectively, the "Collateral"):
 - (i) the rights of the Lessee under this Agreement, as such Agreement may be amended, modified or supplemented from time to time in accordance with its terms, and any other agreements related to or in connection with this Agreement, to which the Lessee is a party (the "Lessee Agreements"), including, without limitation, (a) all monies, if any, due and to become due to the Lessee from any other Person under or in connection with any of the Lessee Agreements or Rider Contracts in connection with the use of Scooters, whether payable as rent, guaranty payments, fees, expenses, costs, indemnities, insurance recoveries, damages for the breach of any of the Lessee Agreements or otherwise, and (b) all rights, remedies, powers, privileges, liens and claims of the Lessee against any other party under or with respect to the Lessee Agreements (whether arising pursuant to the terms of such Lessee Agreements or otherwise available to the Lessee at law or in equity), including the right to enforce any of the Lessee Agreements and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Lessee Agreements or the obligations and liabilities of any party thereunder;
 - (ii) [reserved];

- (iii) all right, title and interest of the Lessee in and to any Proceeds from the sale of the Scooters leased hereunder which, notwithstanding that this Agreement is intended to convey only a leasehold interest, are determined to be owned by the Lessee, including all monies due in respect of such Scooters, whether payable as the purchase price of such Scooters, as auction sales proceeds, or as fees, expenses, costs, indemnities, insurance recoveries, or otherwise;
- (iv) all payments under insurance policies (whether or not the Lessor or the Administrative Agent is named as the loss payee thereof) or any warranty payable by reason of loss or damage to, or otherwise with respect to, any of the Scooters leased hereunder solely to the extent attributable to a casualty event with respect to the Scooters;
- (v) all additional property that may from time to time hereafter become part of the Collateral pursuant to the terms of the Transaction Documents; and
- (vi) all Proceeds of any and all of the foregoing including, without limitation, cash and payments under insurance (whether or not the Lessor is named as the loss payee thereof).

The Lessee hereby acknowledges that the Lessor has granted to the Administrative Agent, pursuant to the Loan Agreement, for the benefit of the Secured Parties, a first priority security interest in all of Lessor's right, title and interest in and to the Scooters and this Agreement as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the obligations and liabilities of the Lessor, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Loan Agreement and any other document made, delivered or given in connection therewith, whether on account of rent, principal, interest, reimbursement obligations, fees, indemnities, costs, or expenses (including all fees and disbursements of counsel to the Lessor and the Administrative Agent that are required to be paid by the Lessee pursuant to the terms hereof).

- (c) The Lessee agrees to deliver to the Lessor and the Administrative Agent on or before the Operating Lease Commencement Date:
 - (i) a written search report from a Person satisfactory to the Lessor and the Administrative Agent listing all effective financing statements that name the Lessee as debtor or assignor, and that are filed in the jurisdictions in which filings were made pursuant to clause (ii) below, together with copies of such financing statements, and tax and judgment lien search reports from a Person satisfactory to the Lessor and the Administrative Agent showing no evidence of liens filed against the Lessee that purport to affect any Scooters leased hereunder or any Collateral under the Loan Agreement; and
 - (ii) draft financing statements on Form UCC-1 to be filed in the jurisdiction where the Lessee is located under Section 9-307 of the UCC naming the Lessee, as debtor, the Lessor, as secured party, and the Administrative Agent, as assignee of the secured party, covering the Collateral described in Section 2(b) hereof.

- (d) The Lessee hereby authorizes each of the Lessor and the Administrative Agent to file (provided that the Administrative Agent shall have no obligation to so file), or cause to be filed, financing or continuation statements, and amendments thereto and assignments thereof, under the UCC in order to perfect its interest in the Collateral granted pursuant to Section 2(b).
- (e) Upon the termination of this Agreement, the Collateral shall be automatically released from the lien created hereby, without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Lessor. Upon the sale, transfer, or other disposition of any Collateral in accordance with this Agreement, the Lien created hereby in favor of the Lessee in such Collateral shall be released and all rights to such Collateral shall revert to the Lessor. In furtherance of the foregoing, promptly following written request therefor by the Lessor delivered to the Lessee following any such termination or release, and at the expense of the Lessor, the Lessee shall execute and deliver to the Lessor UCC-3 termination statements or UCC-3 amendment statements and such other documents as the Lessor shall reasonably request to evidence such termination or release.

2.1 Lease of Scooters.

- (a) Agreement to Lease. From time to time, subject to the terms and provisions hereof (including satisfaction of the conditions precedent set forth in Section 2.1(b)), the Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor those certain Scooters identified on Leased Scooter Schedules produced from time to time by or on behalf of the Lessee pursuant to Section 2.1(c).
- (b) Conditions Precedent to Lease of Scooters. The agreement of the Lessor to commence leasing any Scooter to the Lessee hereunder is subject to the following conditions precedent being satisfied on the Scooter Lease Commencement Date for such Scooter:
 - (i) No Default. No Operating Lease Event of Default shall have occurred and be continuing on the Scooter Lease Commencement Date for such Scooter or would result from the leasing of such Scooter hereunder, and no Potential Operating Lease Event of Default shall have occurred and be continuing on the Scooter Lease Commencement Date for such Scooter or would result from the leasing of such Scooter hereunder;
 - (ii) Representations and Warranties. The representations and warranties contained in Section 7 are true and correct in all material respects (unless any such representation or warranty contains a materiality limitation by its terms, in which case such representation or warranty shall be true and correct) as of such date (unless any such representation or warranty by its terms makes reference to a specific date, in which case, such representation or warranty shall be true and correct for such specific date); and
 - (iii) Eligible Vehicle. Such Scooter is an Eligible Scooter.
- (c) Leased Scooter Schedules. From time to time, the Lessee shall deliver or cause to be delivered to the Lessor one or more schedules identifying the scooters the Lessee desires to lease from the Lessor hereunder, which schedules shall include the Basic Scooter Information (each such schedule, a "Leased Scooter Schedule"). The Lessee hereby agrees

that each such delivery of a Leased Scooter Schedule shall be deemed hereunder to constitute a representation and warranty by the Lessee, to and in favor of the Lessor, that each condition precedent to the leasing of the Scooters identified in such Leased Scooter Schedule has been or will be satisfied as of the date of such delivery.

- (d) Transfer of Scooters. Lessor may, from time to time, transfer (for cash or as a distribution in kind) Scooters to Lessee pursuant to Section 8.01(s) of the Loan Agreement (any such transferred Scooter, a "Released Scooter"). The parties hereto hereby agree that Released Scooters shall not constitute Scooters hereunder and shall not be subject to the lease provided for in this Agreement. For the avoidance of doubt, a transfer of any Released Scooter from Lessor to Lessee under this Section 2.1(d) that complies with the requirements of Section 8.01(s) of the Loan Agreement shall not require any consent of the Administrative Agent.

2.2 Hell-or-High-Water Lease. THIS AGREEMENT SHALL BE A NET LEASE, AND THE LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER SUMS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, SETOFF, COUNTERCLAIM, DEDUCTION OR REDUCTION FOR ANY REASON WHATSOEVER. The obligations and liabilities of the Lessee hereunder shall in no way be released, discharged or otherwise affected (except as may be expressly provided herein) for any reason, including without limitation:

- (i) any defect in the condition, merchantability, quality or fitness for use of the Scooters or any part thereof;
- (ii) any damage to, removal, abandonment, salvage, loss, scrapping or destruction of or any requisition or taking of the Scooters or any part thereof;
- (iii) any restriction, prevention or curtailment of or interference with any use of the Scooters or any part thereof;
- (iv) any defect in or any Lien on title to the Scooters or any part thereof;
- (v) any change, waiver, extension, indulgence or other action or omission in respect of any obligation or liability of the Lessee or the Lessor;
- (vi) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Lessee, the Lessor or any other Person, or any action taken with respect to this Agreement by any trustee or receiver of any Person mentioned above, or by any court;
- (vii) any claim that the Lessee has or might have against any Person, including without limitation the Lessor;
- (viii) any failure on the part of the Lessor or the Lessee to perform or comply with any of the terms hereof or of any other agreement;
- (ix) any invalidity or unenforceability or disaffirmance of this Agreement or any provision hereof or any of the other Related Documents or any provision of any thereof, in each case whether against or by the Lessee or otherwise;

- (x) any insurance premiums payable by the Lessee with respect to the Scooters; or
- (xi) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the Lessee shall have notice or knowledge of any of the foregoing and whether or not foreseen or foreseeable.

This Agreement shall not be cancellable by the Lessee and, except as expressly provided by this Agreement, the Lessee, to the extent permitted by law, waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Agreement, or to any diminution or reduction of Rent or other amounts payable by the Lessee hereunder. All payments by the Lessee made hereunder shall be final (except to the extent of adjustments provided for herein), absent manifest error and, except as otherwise provided herein, the Lessee shall not seek to recover any such payment or any part thereof for any reason whatsoever, absent manifest error. All covenants and agreements of the Lessee herein shall be performed at its cost, expense and risk unless expressly otherwise stated.

3. TERM.

3.1 Scooter Lease Term.

- (a) Scooter Lease Commencement Date. The "Scooter Lease Commencement Date" with respect to any Scooter shall mean the date referenced in the applicable Leased Scooter Schedule with respect to such Scooter but in no event shall such date be a date later than the date on which the Lessor acquires such Scooter.
- (b) Scooter Lease Term. The "Scooter Lease Term" with respect to each Scooter shall extend from the Scooter Lease Commencement Date through the earliest of:
 - (i) the date such Scooter is disposed of pursuant to Section 4.5;
 - (ii) the date such Scooter becomes a Released Scooter pursuant to Section 2.1(d); and
 - (iii) the Operating Lease Expiration Date.

3.2 Operating Lease Term. The "Operating Lease Commencement Date" shall mean the Closing Date. The "Operating Lease Expiration Date" shall mean the later of (i) the date of the final payment in full of the Loans and (ii) the disposition or return of the last Scooter leased by the Lessee hereunder. The "Term" of this Agreement shall mean the period commencing on the Operating Lease Commencement Date and ending on the Operating Lease Expiration Date.

4. RENT AND LEASE CHARGES . The Lessee will pay the amounts set forth below on each due date set forth below in this Section 4.

4.1 Amortization Schedule. On or prior to the Scooter Lease Commencement Date for each Scooter, the Lessor shall establish or cause to be established a schedule of the amortization amounts due with respect to such Scooter (which may be the Amortization Schedule attached as Schedule II to the Loan Agreement).

4.2 Monthly Base Rent. On each Pre-Funding Date, the Lessee shall pay to the Lessor the Monthly Base Rent due in respect of all Scooters. The "Monthly Base Rent" due with respect to a Scooter on each Pre-Funding Date shall equal such Scooter's Pro Rata Share of the Amortization Amount

due and payable on the immediately succeeding Payment Date, *provided* that, solely for the purpose of calculating the Monthly Base Rent, the Amortization Amount shall be calculated using the outstanding principal amount of the Loans at the close of business on the Payment Date immediately preceding such Pre-Funding Date (after giving effect to any repayment of the Loans on such Payment Date) or, with respect to the first Pre-Funding Date, the outstanding principal amount of the Loans at the close of business on April 30, 2021.

- 4.3 Monthly Supplemental Rent. On each Determination Date, the Lessee shall pay to the Lessor the Monthly Supplemental Rent due in respect of all Scooters. The “Monthly Supplemental Rent” due with respect to a Scooter on each Determination Date shall equal such Scooter’s Pro Rata Share of the amount, if any, by which (a) the Borrower Net Revenue of all Scooters during the immediately preceding calendar month (or, in the case of the first Determination Date, during the period from and including the Closing Date to and including May 31, 2021) exceeds (b) the Monthly Base Rent paid by the Lessee during the immediately preceding calendar month in the aggregate for all Scooters.
- 4.4 Quarterly Rider Incentive / Contra Pay True-Up Amount. On each Determination Date immediately following a Quarterly Period under the Loan Agreement, the Lessee shall pay to the Lessor the Quarterly Rider Incentive / Contra Pay True-Up Amount, if any, due in respect of all Scooters on such Determination Date. The “Quarterly Rider Incentive / Contra Pay True-Up Amount” due for each Determination Date immediately following a Quarterly Period shall equal the amount by which the Rider Incentive / Contra Pay offered in respect of all Scooters owned by the Lessor at any point during such Quarterly Period exceeds 20% of the aggregate amount of all revenue earned in respect of such Scooters over such Quarterly Period.
- 4.5 Disposition. On each Determination Date on or after June 2, 2021, the Lessee shall deliver to the Lessor and the Administrative Agent a list containing each Scooter leased by the Lessee (x) that became a Released Scooter pursuant to Section 2.1(d) or (y) with respect to which the Lessee became obligated to repurchase such Scooter pursuant to Section 10.2 in the preceding calendar month (each such list, a “Monthly Disposition Report” and each such Scooter an “Affected Scooter”). On each Determination Date following a Collection Period in which there is an Affected Scooter described in clause (y) above (i) the Lessor shall cause title to such Scooter to be transferred to or at the direction of the Lessee of such Scooter and (ii) the Lessee shall pay to the Lessor the Adjusted Cost of the Scooter, in the case of a Scooter that the Lessee is required to repurchase pursuant to Section 10.2.
- 4.6 Tariff Rebate Amount. On each Determination Date, the Lessee shall pay to the Lessor the Tariff Rebate Amount, if any, for such Determination Date; *provided*, that the Lessee shall not be required to pay the Tariff Rebate Amount for any Determination Date if, on such Determination Date, no Event of Default or Potential Event of Default under the Loan Agreement has occurred and is continuing. The “Tariff Rebate Amount” due for each Determination Date shall equal all rebates, credits or other reimbursement of tariffs received in respect of a Scooter, if any, during the immediately preceding Collection Period.
- 4.7 Making of Payments.
- (a) All payments hereunder shall be made by the Lessee, or by the Servicer on behalf of the Lessee, to, or for the account of, the Lessor in immediately available funds, without setoff, counterclaim or deduction of any kind.

- (b) All such payments shall be deposited into the Collection Account not later than 2:00 p.m., New York City time, on the date such payments are payable hereunder.
 - (c) In the event the Lessee fails to remit payment of any amount due under this Agreement on or before the date when due and payable hereunder, the amount not paid will be considered delinquent and the Lessee shall pay default interest with respect thereto at a rate equal to the effective interest rate that would be payable by the Lessor on any overdue amounts owed by the Lessor with respect to the Loans, during the period from the date on which such delinquent amount was payable until such delinquent amount (with accrued interest) is paid.
- 4.8 Ordering and Delivery Expenses. With respect to any Scooter to be leased by the Lessee hereunder, the Lessee shall pay to or at the direction of the Lessor all applicable costs and expenses of freight, packing, handling, storage, shipment and delivery of such Scooter and all tariffs, sales and use tax (if any).

5. SCOOTER OPERATIONAL COVENANTS

5.1 NET LEASE. THIS AGREEMENT SHALL BE A NET LEASE.

- 5.1.1. Maintenance and Repairs. The Lessee shall pay for all maintenance, charging, storage and repairs of the Scooters. The Lessee will pay, or cause to be paid, all usual and routine expenses incurred in the use and operation of Scooters leased by the Lessee hereunder including, but not limited to, deploying, charging, repairing and rebalancing Scooters, maintaining Scooters in good and safe operating condition, and recycling or otherwise disposing of Scooters and related parts. Any improvements or additions to any Scooters shall become and remain the property of the Lessor.
- 5.1.2. Riders. The Lessee shall request Riders to execute or acknowledge Rider Contracts and Terms of Service agreements and shall enforce such Rider Contracts and Terms of Service agreements in accordance with the Lessee's historical practice. The Lessee shall maintain customer support functions and other user-facing functions to maintain and improve the user experience consistent with historical practice. The Lessee shall not amend or modify Rider Contracts if such amendment or modification would reasonably be expected to have a Lease Material Adverse Effect.
- 5.1.3. Fleet Managers. With respect to Scooters subject to Fleet Management Contracts, the Lessee shall ensure that all Fleet Managers are properly trained and onboarded with all relevant Fleet Manager-facing mobile applications. The Lessee shall monitor the performance of Fleet Managers and identify and rectify any breaches by Fleet Managers under Fleet Management Contracts, including terminating Fleet Management Contracts and recovering Scooters. The Lessee shall promptly pay and discharge all obligations under Fleet Management Contracts.
- 5.1.4. Insurance. The Lessee shall at all times maintain or cause to be maintained insurance policies covering risks against casualty events (which may be umbrella policies covering the Lessee, the Lessor and some or all Affiliates of the Lessee) with respect to the Scooters and use thereof (and shall cause each such insurance policy maintained by it or an Affiliate to name the Lessor and the Administrative Agent as an additional insured and loss payee to the extent required by the Loan Agreement) of at least the types and in at least the same amounts as are customarily maintained by the Lessee and its Affiliates for its own scooters and related assets.

The Lessee shall, from time to time upon the Lessor's or the Administrative Agent's reasonable request, deliver to the Lessor and the Administrative Agent copies of documentation evidencing all insurance required by this Section 5.1.4 that is then in effect.

- 5.1.5. Ordering and Delivery Expenses. The Lessee shall be responsible for the payment of all ordering and delivery expenses as set forth in Section 4.8.
- 5.1.6. Fees; Traffic Summonses; Penalties and Fines. The Lessee shall be responsible for the payment of all registration fees, title fees, license fees, permit fees or other similar governmental fees and taxes (including the cost of any recording or registration fees or other similar governmental charges with respect to the notation on any Certificates of Title of the Scooters of the interest of the Administrative Agent), all costs and expenses in connection with the transfer of title of, or reflection of the interest of any lienholder in, any Scooter, traffic summonses, penalties, judgments and fines incurred with respect to any Scooter during the Scooter Lease Term for such Scooter or imposed during the Scooter Lease Term for such Scooter by any Governmental Authority with respect to such Scooters in connection with the Lessee's operation of such Scooters.
- 5.1.7. No Prejudice to the Lessor. The Lessee agrees to operate the Scooters leased hereunder with a goal of maximizing the profit generated from such Scooters as if such Scooters were owned directly by the Lessee. In deciding where to deploy the Scooters, whether to engage Fleet Managers to assist in the management of the Scooters and all other decisions relevant to the use of the Scooters, the Lessee shall not intentionally take any action to compete with or prejudice the Lessor or any Secured Party. The Lessee agrees to notify the Lessor and the Administrative Agent in writing of strategic changes to the Lessee's historical business model, including without limitation, with respect to the revenue sharing program utilized with Fleet Managers, to the extent such strategic changes could reasonably be expected to be materially adverse to the Lessor or the Lenders.
- 5.1.8. Irrevocable Letter of Credit. The Lessee agrees to maintain for the benefit of the Lessor an irrevocable letter of credit issued to the Administrative Agent, which letter of credit shall (i) have a face amount not less than the Minimum LC Amount, and (ii) be substantially in the form of Exhibit A hereto (the "Letter of Credit"). The "Minimum LC Amount" (x) as of the date hereof and on any date prior to the Amendment No. 2 Initial Funding Date shall mean \$15,000,000 and (y) as of the Amendment No. 2 Initial Funding Date and on any date thereafter through (but excluding) the first anniversary of the Amendment No. 2 Initial Funding Date, shall mean \$20,000,000; *provided*, that on the first anniversary of the Amendment No. 2 Initial Funding Date, the Minimum LC Amount shall mean \$15,000,000; *provided, further*, that if, on any Payment Date following the first anniversary of the Amendment No. 2 Initial Funding Date, the sum of (a) all outstanding Loans, plus (b) all Commitments then available to be drawn, minus (c) the Required Reserve Amount (or, if less, the amount on deposit in the Reserve Account on such Payment Date), is equal to or less than \$25,000,000, then the Minimum LC Amount shall mean \$10,000,000 on such date and thereafter; *provided, further*, that if, on any Payment Date following the first anniversary of the Amendment No. 2 Initial Funding Date, the sum of (a) all outstanding Loans, plus (b) all Commitments then available to be drawn, minus (c) the Required Reserve Amount (or, if less, the amount on deposit in the Reserve Account on such Payment Date), is equal to or less than \$10,000,000, then the Minimum LC Amount shall

mean \$5,000,000 on such date and thereafter. If on any Payment Date following the first anniversary of the Amendment No. 2 Initial Funding Date, the face amount of the Letter of Credit is greater than the Minimum LC Amount, the Lessee may request an adjustment to the face amount of the Letter of Credit in accordance with this [Section 5.1.8](#).

5.2 [Collections](#).

5.2.1. The Lessee shall collect all amounts due under Rider Contracts from the use of Scooters as and when the same shall become due. Any amounts constituting property of the Lessor received by the Lessee at any time other than in the Collection Account shall be held by the Lessee in trust for the benefit of the Lessor and applied in accordance with this [Section 5.2](#).

5.2.2. The Lessee shall cause all collections from Rider Contracts to be deposited in the Stripe Account, Paypal Account, or Other Lessee Account of the Lessee (a "[Lessee Account](#)"). The Lessee shall ascertain the Payment Information relating to any payments received or recognized in (x) a Lessee Account or (y) the Collection Account, in each case, using commercially reasonable efforts as soon as practicable following receipt or deposit of such funds and in any event on or prior to the next occurring Determination Date following receipt or deposit of such funds (to the extent such funds were received or deposited on or prior to the last day of the month most recently ended prior to such Determination Date); *provided, however*, that if the Lessee has not been able to obtain the Payment Information with respect to any payments in respect of scooters on or prior to the next occurring Determination Date (to the extent such funds were received or deposited on or prior to the last day of the month most recently ended prior to such Determination Date), then the Lessee shall deposit any such amounts into the Collection Account. Once the Lessee has determined all Payment Information with respect to a payment in respect of a scooter, the Lessee shall segregate any such funds that constitute property of the Lessor for the benefit of the Lessor.

5.3 [Intellectual Property](#).

5.3.1. The Lessee shall not do any act or omit to do any act whereby any of the Scooter IP may lapse, or become abandoned or cancelled, or dedicated to the public, in each case except with respect to non-material Patents, Trademarks, Copyrights or other Intellectual Property that are, in the reasonable judgment of Lessee, no longer economically practicable to maintain or useful in the conduct of the business of Lessee, taken as a whole, or the abandonment or cancellation of which could not reasonably be expected to result in a Lease Material Adverse Effect;

5.3.2. The Lessee shall not, with respect to any Trademarks constituting Scooter IP, fail to maintain the level of the quality of Scooters leased and services rendered under any such trademark at a level at least substantially consistent with the quality of such Scooters and services as of the Closing Date, and Lessee shall adequately control the quality of Scooters and services offered by any licensee of its trademarks to maintain such standards, except for any such failure which could not reasonably be expected to result in a Lease Material Adverse Effect;

- 5.3.3. The Lessee shall promptly notify the Lessor if it knows or becomes aware that any item of Intellectual Property may become subject to any judicial or administrative adverse determination regarding Lessee's right to own, register or use or the validity or enforceability of any material item of Scooter IP (including the institution of any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, or any court but excluding non-final office actions issued in the ordinary course), except for any such determination which could not reasonably be expected to result in a Lease Material Adverse Effect; and
- 5.3.4. In the event that the Lessee knows or has reason to know that any material Scooter IP has been infringed, misappropriated or diluted by a third party in a manner that could reasonably be expected to have a Lease Material Adverse Effect, the Lessee shall promptly notify the Lessor and shall, if the Lessee deems it necessary in its reasonable business judgment, promptly sue and recover any and all damages, and take such other actions as are reasonably appropriate under the circumstances.
- 5.4. Scooter Use. The Lessee may use Scooters leased hereunder in connection with its business, subject to the provisions of this Agreement. Such use shall be confined to the United States (which use will include all normal course movements of Scooters across geographic markets in the United States, in each case in the Lessee's course of business and subject to the Transaction Documents). The Lessee agrees to possess, operate and maintain each Scooter leased to it in a manner consistent with how the Lessee would possess, operate and maintain such Scooter were the Lessee the beneficial owner of such Scooter.
- 5.5. Non-Disturbance. So long as the Lessee satisfies its obligations hereunder with respect a Scooter, its quiet enjoyment, possession and use of such Scooter will not be disturbed during the Scooter Lease Term for such Scooter subject, however, to Section 9 hereof.
- 5.6. Manufacturer's Warranties. If a Scooter is covered by a manufacturer's warranty, the Lessee, during the Scooter Lease Term for such Scooter, shall (to the extent permitted under such manufacturer's warranty) make any claims under such warranty on behalf of the Lessor that the Lessor could make.

6. **SERVICER FUNCTIONS.**

- 6.1 Servicer Duties. The Servicer agrees to perform the following duties on behalf of the Lessor under the Transaction Documents:
- (a) Delivering such items as are necessary or advisable to perfect or protect the Administrative Agent's security interest in and a valid and perfected Lien on all Collateral thereunder, including the preparation of any financing statements or continuation relating to the Collateral pledged thereunder for filing under the provisions of the UCC of any applicable jurisdiction;
 - (b) Obtaining and preserving the Lessor's qualification to do business in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect, or which qualification shall be necessary to protect the validity and enforceability of the Loan Agreement and any instrument or agreement included in the Collateral thereunder;
 - (c) Giving the Lessor and the Administrative Agent written notice of the commencement or existence of any proceedings by or before any Governmental Authority against or affecting the Lessor which is reasonably likely to have a Material Adverse Effect;

- (d) Doing and performing, from time to time, any and all acts to prepare for the execution by the Lessor of any and all further instruments required or reasonably requested by the Lessor to more fully effect the purposes of such Transaction Document.
- 6.2 Disposition of Scooters. Upon the occurrence and continuance of an Operating Lease Event of Default, the Servicer shall dispose of any Scooters in accordance with the instructions of the Administrative Agent. To the extent the Servicer fails to so dispose of any such Scooters, the Administrative Agent shall have the right to otherwise dispose of such Scooters.
- 6.3 Merger. The Servicer shall not merge or consolidate with or into any other Person unless (i) the Servicer is the surviving entity of such merger or consolidation or (ii) the surviving entity of such merger or consolidation expressly assumes the Servicer's obligations under this Agreement. For the avoidance of doubt, the SPAC Transaction shall not constitute a breach of this covenant.
7. **CERTAIN REPRESENTATIONS AND WARRANTIES**. The Lessee and the Servicer each represents and warrants to the Lessor, the Lenders and the Administrative Agent that as of the Closing Date, as of each Scooter Lease Commencement Date, and as of the Amendment 2 Initial Funding Date:
- 7.1 Organization; Power; Qualification. It has been duly formed and is validly existing as a corporation in good standing under the laws of its jurisdiction of organization, with corporate power under the laws of such jurisdiction to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder, and is duly qualified and in good standing to do business as a foreign corporation in each jurisdiction where the character of its properties or the nature of its business makes such qualification necessary and where the failure to be so qualified and in good standing would reasonably be expected to result in a Lease Material Adverse Effect.
- 7.2 Authorization; Enforceability. Each of this Agreement and the other Transaction Documents to which it is a party has been duly authorized, executed and delivered and, assuming due authorization, execution and delivery by the other parties hereto or thereto, is a valid and legally binding agreement of the Lessee or the Servicer, as applicable, enforceable against the Lessee or the Servicer, as applicable, in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general equitable principles, whether considered in a proceeding at law or in equity or by an implied covenant of good faith and fair dealing).
- 7.3 Compliance. The execution, delivery and performance by it of this Agreement and the Transaction Documents to which it is a party will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of its property or assets pursuant to the terms of, any indenture, mortgage, deed of trust, loan agreement, guarantee, lease financing agreement or other similar agreement or instrument under which it is a debtor or guarantor (except to the extent that such conflict, breach, creation or imposition is not reasonably likely to have a Lease Material Adverse Effect) nor will such action result in a violation of any provision of applicable law or regulation (except to the extent that such violation is not reasonably likely to result in a Lease Material Adverse Effect) or of the provisions of its certificate of incorporation or the by-laws.

- 7.4 Governmental Approvals. There is no consent, approval, authorization, order, registration or qualification of or with any Governmental Authority having jurisdiction over it which is required for the execution, delivery and performance of this Agreement or the Transaction Documents (other than such consents, approvals, authorizations, orders, registrations or qualifications as have been obtained or made), except to the extent that the failure to so obtain or effect any such consent, approval, authorization, order, registration or qualification is not reasonably likely to result in a Lease Material Adverse Effect.
- 7.5 Eligible Vehicles. Each Scooter is or will be, as the case may be, on the applicable Scooter Lease Commencement Date, an Eligible Scooter. On the Amendment No. 2 Initial Funding Date, all Scooters related to the Credit Extension on such date are Eligible Scooters.
- 7.6 Investment Company Act. It is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Act"), and it is not subject to any other statute which would impair or restrict its ability to perform its obligations under this Agreement or the other Transaction Documents, and neither the entering into or performance by it of this Agreement violates any provision of such Act.
- 7.7 Supplemental Documents True and Correct. All information contained in any written material that has been submitted, or that may hereafter be submitted by it to the Lessor, the Administrative Agent or any Lender is, or will be, true, correct and complete in all material respects.
- 7.8 ERISA. Except as would not be reasonably likely to result in a Lease Material Adverse Effect, (a) it is in compliance with all applicable provisions and requirements of all applicable laws, rules and regulations with respect to each Employee Benefit Plan, and has performed all of its obligations under each Employee Benefit Plan; (b) no liability to the PBGC (other than required premium payments), the Internal Revenue Service, any Employee Benefit Plan or any trust established under Title IV of ERISA has been or is expected to be incurred by the it or its ERISA Affiliates; and (c) no ERISA Event has occurred or is reasonably expected to occur.
8. **CERTAIN COVENANTS**. Until the expiration or termination of this Agreement, and thereafter until the obligations of the Lessee under this Agreement and the Transaction Documents are satisfied in full, the Lessee covenants and agrees:
- 8.1 Corporate Existence: Foreign Qualification. It shall do and cause to be done at all times all things necessary to (i) subject to Section 8.4, maintain and preserve its corporate, partnership, limited liability or trust existence; (ii) be, and ensure that it is, duly qualified to do business and in good standing as a foreign entity in each jurisdiction where the character of its properties or the nature of its business makes such qualification necessary and where the failure to so qualify would be reasonably expected to result in a Lease Material Adverse Effect; and (iii) comply with all Contractual Obligations and Requirements of Law binding upon it, except to the extent that the failure to comply therewith would not, in the aggregate, be reasonably expected to result in a Lease Material Adverse Effect.
- 8.2 Books, Records, Inspections and Access to Information. The Lessee shall:
- (a) Maintain complete and accurate books and records in all material respects with respect to the Scooters leased by it under this Agreement and the other Collateral;
 - (b) At any time and from time to time during regular business hours, upon reasonable prior notice from the Lessor or the Administrative Agent, permit the Lessor or the Administrative Agent (or such other person who may be designated from time to time by the Lessor or the Administrative Agent) to examine and make copies of such books, records

and documents in the possession or under the control of the Lessee relating to the Scooters leased by it under this Agreement and the other Collateral (other than any such books, records and documents that are subject to legal privilege, contain trade secrets or are otherwise of strategic importance to the business of the Lessee, in each case as determined by the Lessee acting reasonably and in good faith); provided, that any such examination pursuant to this clause (b) shall not occur more frequently than once per month unless and until an Operating Lease Event of Default or Servicer Default has occurred and is continuing;

- (c) Permit any of the Lessor or the Administrative Agent (or such other person who may be designated from time to time by any of the Lessor or the Administrative Agent) to visit the office and properties of the Lessee during regular business hours and with reasonable prior notice for the purpose of discussing matters relating to the Scooters leased by the Lessee under this Agreement with any of the Lessee's senior management having knowledge of such matters, all at such reasonable times and as often as the Lessor or the Administrative Agent may reasonably request (other than matters that are subject to legal privilege or which require the disclosure of trade secrets, in each case as determined by the Lessee acting reasonably and in good faith); provided, that any such examination or discussion pursuant to this clause (c) shall not occur more frequently than once per month unless and until an Operating Lease Event of Default or Servicer Default has occurred and is continuing; and
- (d) Upon the reasonable request of the Lessor or the Administrative Agent from time to time, make reasonable efforts (but not disrupt the ongoing normal course rental of Scooters to customers) to confirm to the Lessor and the Administrative Agent the location and status (as recorded in the Lessee's computer systems) of each Scooter leased by the Lessee hereunder.

8.3 ERISA. The Lessee shall comply with all applicable provisions and requirements of all applicable laws, rules and regulations with respect to each Employee Benefit Plan, and perform all its obligations under each Employee Benefit Plan, except to the extent that the failure to so comply or perform would not, in the aggregate, be reasonably expected to result in a Lease Material Adverse Effect.

8.4 Merger. The Lessee shall not merge or consolidate with or into any other Person unless (i) a Lessee is the surviving entity of such merger or consolidation or (ii) the surviving entity of such merger or consolidation expressly assumes the Lessee's obligations under this Agreement. For the avoidance of doubt, the SPAC Transaction shall not constitute a breach of this covenant.

8.5 Reporting. The Lessee shall provide to the Lessor and the Administrative Agent:

- 8.5.1. Annual. Within (i) 180 days after the end of the Lessee's 2020 fiscal year and (ii) 90 days after the end of each of the Lessee's fiscal years thereafter, consolidated financial statements consisting of a balance sheet of the Lessee and its consolidated subsidiaries as at the end of such fiscal year and statements of income, stockholders' equity and cash flows of the Lessee and its consolidated subsidiaries for such fiscal year, setting forth in comparative form the corresponding figures for the preceding fiscal year (if applicable), certified by and containing an opinion, unqualified as to scope (other than a qualification or exception resulting from or relating to (i) an actual or anticipated breach of a financial covenant or (ii) an upcoming maturity date), of Ernst & Young LLP or another firm of independent certified public accountants of nationally recognized standing selected by the Lessee and acceptable to the Lessor and the Administrative Agent.

- 8.5.2. Quarterly. Within forty-five (45) days after the end of each of the first three (3) quarters of each of the Lessee's fiscal years (commencing with the fiscal quarter ending on or around March 31, 2021), financial statements consisting of consolidated balance sheets of the Lessee and its consolidated subsidiaries as at the end of such quarter and statements of income, stockholders' equity and cash flows of the Lessee and its consolidated subsidiaries for each such quarter, setting forth in comparative form the corresponding figures for the corresponding periods of the preceding fiscal year (if applicable), all in reasonable detail and certified (subject to normal year-end audit adjustments) by a senior financial officer of the Lessee as having been prepared in accordance with GAAP.
- 8.5.3. Monthly Minimum Liquidity. Within twenty five (25) calendar days after the end of each Collection Period, a certificate of the Lessee certifying (which, for the avoidance of doubt, shall not require any backup documentation evidencing such certification) whether it is in compliance with the Minimum Liquidity covenant set forth in Section 8.6.
- 8.5.4. Monthly Minimum Tangible Net Worth. Within twenty five (25) calendar days after the end of each Collection Period, a certificate of the Lessee certifying whether it is in compliance with the Minimum Tangible Net Worth covenant set forth in Section 8.7 hereof.
- 8.5.5. Notice of Material Events. Promptly after becoming aware thereof, (a) notice of the occurrence of any Potential Operating Lease Event of Default or Operating Lease Event of Default, together with a written statement of an Authorized Officer of the Lessee describing such event and the action that the Lessee proposes to take with respect thereto, (b) notice of any Event of Default or Potential Event of Default and (c) notice of the occurrence of any other event which would be reasonably expected to have a Lease Material Adverse Effect, specifying the nature thereof, and what action the Lessee has taken, is taking or proposes to take with respect thereto.

The financial data that shall be delivered to the Lessor and the Administrative Agent pursuant to Section 8.5.1 and Section 8.5.2 shall be prepared in conformity with GAAP in all material respects.

Notwithstanding the foregoing, the obligations in Sections 8.5.1 and 8.5.2 may be satisfied with respect to financial information of the Lessee and its consolidated subsidiaries by furnishing (A) the information required pursuant to Sections 8.5.1 and 8.5.2 for New Parent and its consolidated subsidiaries or Lessee and its consolidated subsidiaries or (B) the New Parent's Form 10-K or 10-Q, as applicable, filed with the SEC; *provided*, that with respect to each of clauses (A) and (B), (i) to the extent such information is provided for New Parent and its consolidated subsidiaries, such information is accompanied by a reconciliation that explains in reasonable detail the differences between the information relating to New Parent, on the one hand, and the information relating to the Lessee and its Subsidiaries on a standalone basis, on the other hand, and (ii) to the extent such information is provided for New Parent and its consolidated subsidiaries in lieu of information required to be provided under Section 8.5.1, such materials are accompanied by a report and opinion of Ernst & Young LLP or any other independent registered public accounting firm of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall be unqualified as to scope other than as permitted by Section 8.5.1.

- 8.6 Minimum Liquidity. At all times from and after the Closing Date, the Liquidity of the Lessee shall not be less than Minimum Liquidity Covenant Level Amount.
- 8.7 Minimum Tangible Net Worth. On the last Business Day of each calendar month, the Tangible Net Worth of Lessee shall not be less than the Minimum Tangible Net Worth Covenant Level Amount.
- 8.8 Dividends. The Lessee will not authorize, declare or pay any Dividends, except that (i) the Lessee may repurchase or retire (and, upon consummation of the SPAC Transaction, may make Dividends to any direct or indirect parent of the Lessee (including New Parent) to enable such parent entity to repurchase or retire) the stock of current, future, or former employees, directors, officers, or consultants (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of Lessee (or of any direct or indirect parent of Lessee (including New Parent)) pursuant to any employee or director equity plan, employee or director stock option plan or any other employee or director benefit plan or compensation arrangement (including pursuant to any stockholder or subscription agreement) with any employee, director, officer or consultant of Lessee (or the direct or indirect parent of Lessee (including New Parent)); provided, that the aggregate amount of all such repurchases or retirements does not exceed \$1,000,000 per fiscal year; (ii) the Lessee may authorize, declare, or pay any Dividends so long as an Event of Default or Potential Event of Default under the Loan Agreement does not exist at the time of such authorization, declaration, or payment and would not exist after giving effect to such authorization, declaration, or payment; provided, that the aggregate amount of all Dividends authorized, declared, or paid following the Closing Date does not exceed \$2,000,000; (iii) (x) payments in lieu of fractional shares of equity securities arising out of stock dividends, splits, combinations, or conversions and (y) after consummation of the SPAC Transaction, Dividends made by the Lessee to any direct or indirect parent thereof (including New Parent) in an amount sufficient to enable such direct or indirect parent entity (including New Parent) to make payments in lieu of fractional shares of equity securities arising out of stock dividends, splits, combinations, or conversions; (iv) the Lessee may convert any of its convertible equity securities into other equity securities pursuant to the terms of such convertible equity securities or otherwise in exchange thereof; (v) the Lessee may authorize, declare, or pay any Dividends set forth on Schedule III; (vi) the Lessee may authorize, declare, or pay any Dividends to the Permitted Holders solely in the form of Voting Stock; (vii) after a Qualifying IPO, the Lessee may authorize, declare, or pay any Dividends to any direct or indirect parent entity of the Lessee (including New Parent), the proceeds of which will be used to pay (A) such parent entity's allocable share of the net taxable income of the Lessee for the relevant taxable period (appropriately reduced by taxes paid by the Lessee to the extent that such taxes would otherwise be borne by such parent entity), (B) franchise taxes and other fees, taxes, and expenses (including expenses necessary to maintain its status as a public company after a Qualifying IPO) required to maintain the corporate or legal existence of such parent entity and comply with laws applicable to a public company (including fees and expenses for the preparation of financial statements for a public company), and/or (C) customary salary, bonus, and other benefits payable to officers and employees of such parent entity to the extent such salaries, bonuses, and other benefits are attributable to the ownership or operation of the Lessee and its subsidiaries (to the extent such payments have not been and are not expected to be made by the Lessee or its subsidiaries); (viii) the Lessee may authorize, declare, or pay any Dividends (and, upon consummation of the SPAC Transaction, may make Dividends to any direct or indirect parent of Lessee in order to enable such parent entity to pay Dividends) in respect of withholding or other similar taxes payable upon repurchase, retirement, or other acquisition or retirement of equity

interests of the Lessee (or any direct or indirect parent thereof (including New Parent)) or otherwise pursuant to any employee or director equity plan, employee or director stock option or profits interest plan or any other employee or director benefit plan or any similar agreement, (ix) the Lessee may authorize, declare, or pay any Dividends (and, upon consummation of the SPAC Transaction, may make Dividends to any direct or indirect parent of Lessee (including New Parent) to enable such parent entity to make Dividends) in the form of repurchases of Equity Interests in Lessee (or a direct or indirect parent thereof (including New Parent)) deemed to occur upon the exercise of stock options, warrants, and similar equity incentive awards if such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights; and (x) after a Qualifying IPO, the Lessee may authorize, declare or pay any Dividends in an amount not to exceed the net proceeds of any equity contribution made by the direct or indirect parent of the Lessee (including New Parent) into Lessee substantially concurrently with any such Qualifying IPO.

- 8.9 Transactions with Affiliates. The Lessee will not enter into any transaction or series of related transactions with any of its Affiliates, other than on terms and conditions substantially as favorable to the Lessee as would reasonably be obtained by the Lessee at that time in a comparable arm's-length transaction with a Person other than an Affiliate, except that the following in any event shall be permitted:
- (i) Dividends may be paid to the extent provided in Section 8.8;
 - (ii) customary fees, indemnities and reimbursements may be paid to non-officer directors of the Lessee;
 - (iii) the Lessee may enter into, and may make payments under, employment agreements, employee benefits plans, stock option plans, indemnification provisions and other similar compensatory arrangements with officers, employees and directors of the Lessee in the ordinary course of business;
 - (iv) the sale or issuance of the Lessee's Equity Interests in a bona-fide equity financing transaction, or merger or combination transaction of the Lessee or any of its Subsidiaries (including the SPAC Transaction), in each case, to the extent not constituting a Change of Control;
 - (v) unsecured debt financings from the Lessee's existing investors;
 - (vi) transactions by and among Lessee and any of its Subsidiaries;
 - (vii) transactions by and among (i) any direct or indirect parent of Lessee that is a public company (including New Parent) on the one hand and (ii) Lessee or any of its Subsidiaries on the other hand; and
 - (viii) transactions disclosed on Schedule II hereto.
- 8.10 Line of Business. The Lessee will not engage directly or indirectly in any business other than the operation and management of micro-mobility vehicles and reasonable extensions thereof and businesses ancillary or complementary thereto.
- 8.11 Modifications of Certificate of Incorporation, By-Laws and Certain Other Agreements, etc. The Lessee will not amend, modify or change its certificate or articles of incorporation (including, without limitation, by the filing or modification of any certificate or articles of designation), certificate of formation, limited liability company agreement or by-laws (or the equivalent organizational documents), as applicable, or any agreement entered into by it with respect to its capital stock or other Equity Interests, or enter into any new agreement with respect to its capital

stock or other Equity Interests, unless such amendment, modification, change or other action contemplated by this Section 8.11 could not reasonably be expected to be materially adverse to the interests of the Lenders or the Administrative Agent, provided that the Lessee will not change its name or jurisdiction of organization unless the Lessee provides the Administrative Agent and the Lenders at least thirty (30) days' prior notice thereof.

- 8.12 Limitation on Certain Restrictions on Subsidiaries. The Lessee will not, and will not permit any of its Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on (a) the granting by the Credit Parties of any Liens securing such Credit Parties' obligations under the Transaction Documents, or (b) the ability of the Lessee to make investments in or transfer property or assets to a Credit Party.

9. **DEFAULT AND REMEDIES THEREFOR.**

- 9.1 Events of Default. Any one or more of the following will constitute an event of default (a "Operating Lease Event of Default") as that term is used herein:

- 9.1.1. there occurs a default in the payment of any amount payable by the Lessee under this Agreement that continues for a period of two (2) Business Days;
- 9.1.2. subject to Section 11.3(ii), any unauthorized assignment or transfer of this Agreement by the Lessee or the Servicer occurs;
- 9.1.3. the Letter of Credit shall terminate, expire, or cease to be in full force and effect for any reason, except in accordance with Section 5.1.8;
- 9.1.4. the failure of the Lessee or the Servicer to observe or perform any other covenant, condition, agreement or provision hereof, including, but not limited to, usage, and maintenance and such default continues for more than thirty (30) consecutive days after the earlier of the date written notice thereof is delivered by the Lessor or the Administrative Agent to the Lessee or the date an Authorized Officer of the Lessee or the Servicer obtains actual knowledge thereof;
- 9.1.5. subject to Section 10.2, if (i) any representation or warranty made or deemed made by the Lessee or the Servicer herein or any information or report delivered by the Lessee or the Servicer pursuant to this Agreement shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered, which, to the extent capable of cure, remains unremedied for thirty (30) consecutive days after the earlier of (x) the date of the receipt of written notice thereof from the Lessor or the Administrative Agent to the Lessee or the Servicer and (y) the date an Authorized Officer of the Lessee or the Servicer learns of such circumstance or condition;
- 9.1.6. one or more judgments or decrees shall be entered against the Lessee or the Servicer involving in the aggregate a liability (not paid or to the extent not covered by a reputable and solvent insurance company) and such judgments and decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed or bonded pending appeal for any period of 30 consecutive days, and the aggregate amount of all such judgments equals or exceeds \$10,000,000;
- 9.1.7. an Event of Bankruptcy occurs with respect to the Lessee or the Servicer;

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- 9.1.8. any material provision of this Agreement ceases to be in full force and effect (other than in accordance with its terms or as otherwise expressly permitted in the Transaction Documents) or a proceeding shall be commenced by the Lessee or the Servicer to establish the invalidity or unenforceability of this Agreement; or
- 9.1.9. an Event of Default occurs under the Loan Agreement.
- 9.2 Effect of Operating Lease Event of Default. If any Operating Lease Event of Default shall occur, the Lessee's right of possession with respect to any Scooters leased hereunder shall be subject to the Lessor's option to terminate such right as set forth in Sections 9.3 and 9.4.
- 9.3 Rights of Lessor Upon Operating Lease Event of Default
- 9.3.1. If an Operating Lease Event of Default shall occur and be continuing, then the Lessor may proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants and terms of this Agreement or to recover damages for the breach hereof calculated in accordance with Section 9.5.
- 9.3.2. If any Operating Lease Event of Default shall occur and be continuing, then (i) the Lessor shall have the right (a) to terminate the Lessee's rights of possession hereunder of all or a portion of the Scooters leased hereunder by the Lessee, (b) to take possession of all or a portion of the Scooters leased by the Lessee hereunder, (c) to peaceably enter upon the premises of the Lessee or other premises where Scooters may be located and take possession of all or a portion of the Scooters and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, and to use such Scooters for any purpose whatsoever and (d) to direct delivery by the Servicer of the Certificates of Title (if any) for all or a portion of the Scooters and (ii) the Lessee, at the request of the Administrative Agent, shall return or cause to be returned all Scooters to the Lessor or the Administrative Agent, as the case may be.
- 9.3.3. Without limiting any other rights of the Lessor hereunder, for the purpose of enabling the Lessor to exercise rights and remedies under this Agreement, solely during and for the continuation of an Event of Default, Lessee hereby grants to the Lessor, for the benefit of the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Lessee) to use, license or sublicense (including, without limitation, to the Administrative Agent) any Scooter IP now owned or hereafter acquired by the Lessee, in each case to the extent reasonably necessary to permit the Administrative Agent to take possession of and dispose of the Scooters, and wherever the same may be located (whether or not any license agreement by and between the Lessee and any other Person relating to the use of such Scooter IP may be terminated hereafter), and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, *provided, however*, that any such license granted by the Lessor to a third party shall include reasonable and customary terms necessary to preserve the existence, validity and value of the affected Scooter IP, including without limitation, provisions requiring the continuing confidential handling of trade secrets, requiring the use of appropriate notices and prohibiting the use of false notices, protecting and maintaining the quality standards of the trademarks (it being understood and agreed that, without limiting any other rights and remedies of the Lessor under this Agreement or applicable law, nothing in the foregoing license grant shall be construed as granting the Lessor rights in and to such Scooter IP above and beyond (x) the rights to such Scooter IP that the Lessee

has reserved for itself and (y) in the case of Scooter IP that is licensed to Lessee by a third party, the extent to which the Lessee has the right to grant a sublicense to such Scooter IP hereunder). For the avoidance of doubt, the Lessee acknowledges and agrees that the Lessor may sublicense the Scooter IP to the Administrative Agent, in accordance with this Section 9.3.3, and accordingly, that the Administrative Agent may further sublicense the Scooter IP during and for the continuation of an Event of Default. Notwithstanding anything to the contrary herein, this Section 9.3.3 shall not grant any rights to use, license, or sublicense the source code of the Bird applications on Android and iOS.

9.3.4. Each and every power and remedy hereby specifically given to the Lessor and its assignees will be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law, in equity or in bankruptcy and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Lessor. All such powers and remedies will be cumulative, and the exercise of one will not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Lessor in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder will impair any such power or remedy or will be construed to be a waiver of any default or any acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Lessee will not otherwise alter or affect the Lessor's rights or the obligations hereunder of the Lessee. The Lessor's acceptance of any payment after it will have become due hereunder will not be deemed to alter or affect the Lessor's rights hereunder with respect to any subsequent payments or defaults therein.

9.3.5. Notwithstanding the exercise of any rights or remedies pursuant to this Section 9.3, the Lessor will, nevertheless, have a right to recover from the Lessee any and all amounts as may be then due.

9.4 Measure of Damages. If an Operating Lease Event of Default occurs and the Lessor or the Administrative Agent exercises the remedies granted to the Lessor or the Administrative Agent under this Section 9, the amount that the Lessor shall be permitted to recover from the Lessee as payment shall be equal to:

- (i) all Rent for each Scooter leased by the Lessee hereunder to the extent accrued and unpaid as of the earlier of the date of the return to the Lessor of such Scooter, the disposition by the Servicer of such Scooter in accordance with the terms of this Agreement, or the taking possession of such Scooter by the Lessor (at the direction of the Administrative Agent) or the Administrative Agent pursuant to Section 9.3.2 and all other payments payable under this Agreement by the Lessee, accrued and unpaid as of such date; plus
- (ii) any reasonable and documented out-of-pocket damages and expenses, including reasonable attorneys' fees and expenses that the Lessor or the Administrative Agent will have sustained by reason of such Operating Lease Event of Default, together with reasonable sums for such attorneys' fees and such expenses as will be expended or incurred in the seizure, storage, rental or sale of the Scooters leased by the Lessee hereunder or in the enforcement of any right or privilege hereunder or in any consultation or action in such connection, in each case to the extent reasonably attributable to the Lessee; plus

- (iii) interest from time to time on amounts due from the Lessee and unpaid under this Agreement at a rate equal to the effective interest rate that would be payable by the Lessor on any overdue amounts owed by the Lessor with respect to the Loans, computed from the date of such Operating Lease Event of Default or the date payments were originally due to the Lessor by the Lessee under this Agreement or from the date of each expenditure by the Lessor or the Administrative Agent, as applicable, that is recoverable from the Lessee pursuant to this Section 9, as applicable, to and including the date payments are made by the Lessee.

9.5 Servicer Default. Any of the following events will constitute a default of the Servicer (a "Servicer Default") as that term is used herein:

- (i) the failure of the Servicer to comply with or perform any provision of this Agreement or any other Transaction Document that has a Lease Material Adverse Effect with respect to the Servicer, the Lessor or the Lessee, and such default continues for more than thirty (30) consecutive days after the earlier of the date written notice is delivered by the Lessor or the Administrative Agent to the Servicer or the date an Authorized Officer of the Servicer obtains actual knowledge thereof;
- (ii) an Event of Bankruptcy occurs with respect to the Servicer;
- (iii) the failure of the Servicer to make any payment when due from it hereunder or under any of the other Transaction Documents when required and, in each case, such failure continues for five (5) consecutive Business Days after the earlier of (a) the date written notice is delivered by the Lessor or the Administrative Agent to the Servicer or (b) the date an Authorized Officer of the Servicer obtains actual knowledge thereof; or
- (iv) if (I) any representation or warranty made or deemed made by the Servicer in any Transaction Document or any information, or report delivered by the Servicer pursuant to any Transaction Document shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered, (II) such inaccuracy or falsehood has a Lease Material Adverse Effect with respect to the Lessor, the Servicer or the Lessee and (III) the circumstance or condition in respect of which such representation, warranty or writing was inaccurate, incorrect, breached, false or misleading, as the case may be, shall not have been eliminated or otherwise cured for at least thirty (30) consecutive days after the earlier of (x) the date of the receipt of written notice thereof from the Lessor or the Administrative Agent to the Servicer and (y) the date an Authorized Officer of the Servicer obtains actual knowledge of such circumstance or condition.

In the event of a Servicer Default, the Administrative Agent shall have the right to replace the Servicer as servicer.

10. INDEMNIFICATION.

- 10.1 Indemnification. Each of the Servicer and the Lessee agrees to indemnify, defend and hold harmless the Lessor and the Administrative Agent, individually and on behalf of the Secured Parties, and each of their respective agents, for any and all liabilities, losses, damages and expenses that may be incurred as a result of (i) any breach of any of its agreements or covenants under this

Agreement and the other Transaction Documents or (ii) any breach of any representation or warranty of the Servicer or Lessee contained in this Agreement or the other Transaction Documents; excluding, however, liabilities, losses, damages, and expenses to the extent a final non-appealable judgment of a court of competent jurisdiction holds that such liabilities, losses, damages, and expenses resulted solely from the fraud, gross negligence, or willful misconduct of the party seeking indemnification hereunder. The obligations of the Servicer and the Lessee in this Section 10.1 shall survive the termination of this Agreement.

- 10.2 Certain Payments in Respect of Scooters. Notwithstanding Section 10.1, upon discovery by the Lessor, the Servicer, the Lessee or the Administrative Agent that any representation set forth in Section 7.5 was incorrect when made or deemed made, the party discovering such incorrectness shall give prompt written notice to the other parties. Prior to the next Payment Date following its discovery of such breach or notice to such effect to the Servicer and the Lessee, the Servicer and the Lessee shall cure in all material respects the circumstances or condition giving rise to such breach. If the Servicer and the Lessee are unable or unwilling to so cure any such breach, the Servicer and the Lessee shall, as the sole remedy for such breach (i) purchase the related Scooter, (ii) deposit (or cause to be deposited) into the Collection Account on the first Payment Date following discovery or notice of such breach an amount equal to the Adjusted Cost of such Scooter, and (iii) indemnify, defend and hold harmless the Lessor and the Administrative Agent individually and on behalf of the Lenders from and against, any and all loss or liability with respect to, or resulting from, any such Scooter (including the reasonable fees and expenses of counsel). A repurchase of a Scooter in accordance with the immediately preceding sentence shall be deemed to be a cure of a breach of the related representation set forth in Section 7.5 with respect to such Scooter for all purposes hereunder.

11. LIENS AND ASSIGNMENTS.

- 11.1 Rights of Lessor Assigned to Administrative Agent. Each of the Lessee and the Servicer acknowledges that the Lessor has assigned or will assign all of its rights under this Agreement to the Administrative Agent pursuant to the Loan Agreement. Accordingly, each of the Lessee and the Servicer agrees that:
- (i) subject to the terms of the Transaction Documents, the Administrative Agent shall have all the rights, powers, privileges and remedies of the Lessor hereunder, and the Lessee's and the Servicer's obligations hereunder (including the payment of Rent and all other amounts payable hereunder) shall not be subject to any claim or defense that the Lessee or the Servicer may have against the Lessor (other than the defense of payment actually made) and shall be absolute and unconditional and shall not be subject to any abatement, setoff, counterclaim, deduction or reduction for any reason whatsoever. Specifically, each of the Lessee and the Servicer agrees that, upon the occurrence of an Operating Lease Event of Default or a Servicer Default, the Administrative Agent may exercise (for and on behalf of the Lessor) any right or remedy against the Lessee or the Servicer provided for herein and neither the Lessee nor the Servicer will interpose as a defense that such claim should have been asserted by the Lessor;
 - (ii) upon the delivery by the Administrative Agent or the Administrative Agent of any notice to the Lessee stating that an Operating Lease Event of Default or to the Servicer stating that a Servicer Default has occurred, the Lessee or the Servicer will, if so requested by the Administrative Agent, treat the Administrative Agent for all purposes as the Lessor hereunder and in all respects comply with all obligations under this Agreement that are asserted by the Administrative Agent, as the Lessor hereunder, irrespective of whether the Lessee or the Servicer has received any such notice from the Lessor; and

- (iii) the Lessee acknowledges that pursuant to this Agreement it has agreed to make all payments of Rent hereunder (and any other payments hereunder) directly to the Administrative Agent for deposit in the Collection Account.
- 11.2 **Right of the Lessor to Assign this Agreement.** The Lessor shall have the right to finance the acquisition and ownership of Scooters by selling or assigning its right, title and interest in this Agreement, including, without limitation, in moneys due from the Lessee and any third party under this Agreement, to the Administrative Agent for the benefit of the Lenders; *provided, however*, that any such sale or assignment shall be subject to the rights and interest of the Lessee in the Scooters, including but not limited to the Lessees' right of quiet and peaceful possession of such Scooters as set forth in Section 5.5 hereof, and under this Agreement.
- 11.3 **Limitations on the Right of the Lessee and the Servicer to Assign this Agreement**
- (i) Neither the Lessee nor the Servicer shall assign this Agreement or any of its rights hereunder to any other party *provided, however*, that (i) the Lessee may rent the Scooters leased by the Lessee hereunder in connection with its business and (ii) the Lessee may delegate to one or more of its Affiliates or fleet managers the performance of any of the Lessee's obligations as Lessee hereunder (but the Lessee shall remain fully liable for its obligations hereunder). Any purported assignment in violation of this Section 11.3 shall be void and of no force or effect. Nothing contained herein shall be deemed to restrict the right of the Lessee to acquire or dispose of, by purchase, lease, financing, or otherwise, scooters that are not subject to the provisions of this Agreement.
- (ii) Notwithstanding anything herein to the contrary, the Lessee (and the Servicer, if the Servicer is the same Person as the Lessee) may enter into a transaction constituting a Qualifying IPO so long as, upon completion of such Qualifying IPO, the Lessee (and the Servicer, if the Servicer is the same Person as the Lessee) is the surviving entity or the entity that survives such Qualifying IPO expressly assumes all obligations of the Lessee (and the Servicer, if the Servicer is the same Person as the Lessee) hereunder. Following the completion of any such Qualifying IPO, all references herein to the Lessee (and the Servicer, if the Servicer is the same Person as the Lessee) shall be deemed to refer to the surviving entity.
- 11.4 **Liens.** The Lessor may grant security interests in the Scooters leased by the Lessee hereunder without consent of the Lessee. Except for Permitted Liens, the Lessee shall keep all Scooters free of all Liens arising during the Term. If on the Operating Lease Expiration Date for any Scooter, there is a Lien on such Scooter, the Lessor may, in its discretion, remove such Lien and any sum of money that may be paid by the Lessor in release or discharge thereof, including reasonable attorneys' fees and costs, will be paid by the Lessee upon demand by the Lessor.
12. **NON-LIABILITY OF LESSOR.** AS BETWEEN THE LESSOR AND THE LESSEE, ACCEPTANCE FOR LEASE OF EACH SCOOTER PURSUANT TO SECTION 2.1 SHALL CONSTITUTE THE LESSEE'S ACKNOWLEDGMENT AND AGREEMENT THAT THE LESSEE HAS FULLY INSPECTED SUCH SCOOTER, THAT SUCH SCOOTER IS IN GOOD ORDER AND CONDITION AND IS OF THE MANUFACTURE, DESIGN, SPECIFICATIONS

AND CAPACITY SELECTED BY THE LESSEE, THAT THE LESSEE IS SATISFIED THAT THE SAME IS SUITABLE FOR THIS USE. THE LESSEE ACKNOWLEDGES THAT THE LESSOR IS NOT A MANUFACTURER OR AGENT THEREOF OR PRIMARILY ENGAGED IN THE SALE OR DISTRIBUTION OF SCOOTERS. THE LESSEE ACKNOWLEDGES THAT THE LESSOR MAKES NO REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED IN ANY SUCH CASE, AS TO THE FITNESS, SAFENESS, DESIGN, MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, SUITABILITY, CAPACITY OR WORKMANSHIP OF THE SCOOTERS IN ANY RESPECT OR IN CONNECTION WITH OR FOR ANY PURPOSES OR USES OF THE LESSEE AND MAKES NO REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED IN ANY SUCH CASE, THAT THE SCOOTERS WILL SATISFY THE REQUIREMENTS OF ANY LAW OR ANY CONTRACT SPECIFICATION, AND AS BETWEEN THE LESSOR AND THE LESSEE, THE LESSEE AGREES TO BEAR ALL SUCH RISKS AT ITS SOLE COST AND EXPENSE. THE LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIMS AGAINST THE LESSOR AND ANY SCOOTER FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER, AND THE LESSEE LEASES EACH SCOOTERS "AS IS." UPON THE LESSOR'S ACQUISITION OF ANY SCOOTER IDENTIFIED ON ANY LEASED SCOOTER SCHEDULE, LESSOR SHALL IN NO WAY BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OR INCONVENIENCE RESULTING FROM ANY DEFECT IN OR LOSS, THEFT, DAMAGE OR DESTRUCTION OF ANY SCOOTER OR OF THE CARGO OR CONTENTS THEREOF OR THE TIME CONSUMED IN RECOVERY REPAIRING, ADJUSTING, SERVICING OR REPLACING THE SAME AND THERE SHALL BE NO ABATEMENT OR APPORTIONMENT OF RENTAL AT SUCH TIME. THE LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ANY PROVISION HEREOF RESULTING FROM FIRE OR OTHER CASUALTY, NATURAL DISASTER, RIOT OR OTHER CIVIL UNREST, WAR, TERRORISM, STRIKE OR OTHER LABOR DIFFICULTY, GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY CAUSE BEYOND THE LESSOR'S DIRECT CONTROL. IN NO EVENT SHALL THE LESSOR BE LIABLE FOR ANY INCONVENIENCES, LOSS OF PROFITS OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHATSOEVER OR HOWSOEVER CAUSED (INCLUDING RESULTING FROM ANY DEFECT IN OR ANY THEFT, DAMAGE, LOSS OR FAILURE OF ANY SCOOTER).

13. [RESERVED].

14. SUBMISSION TO JURISDICTION. The Lessor or the Administrative Agent may enforce any claim arising out of this Agreement in any state or federal court having subject matter jurisdiction, including, without limitation, any state or federal court located in the State of New York. For the purpose of any action or proceeding instituted with respect to any such claim, the Lessee and the Servicer each hereby irrevocably submits to the jurisdiction of such courts. The Lessee and the Servicer further irrevocably consents to the service of process out of said courts by mailing a copy thereof, by registered mail, postage prepaid, to the Lessee or the Servicer and agrees that such service, to the fullest extent permitted by law, (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall be taken and held to be valid personal service upon and personal delivery to it. Nothing herein contained shall affect the right of the Administrative Agent and the Lessor to serve process in any other manner permitted by law or preclude the Lessor or the Administrative Agent from bringing an action or proceeding in respect hereof in any other country, state or place having jurisdiction over such action. The Lessee and the Servicer each hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court located in the State of New York and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

15. **GOVERNING LAW.** THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HERETO SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAW.
16. **JURY TRIAL.** EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED TRANSACTION, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
17. **NOTICES.** All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission or similar writing) and shall be given to such party, addressed to it, at its address or telephone number set forth on the signature pages below, or at such other address or telephone number as such party may hereafter specify for the purpose by notice to the other party. Copies of notices, requests and other communications delivered to the Administrative Agent, the Lessee, the Servicer or the Lessor pursuant to the foregoing sentence shall be sent to the following addresses:
- Administrative Agent:
- MidCap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 300
Bethesda, Maryland 20814
Attn: Account Manager for Bird transaction
Facsimile: 301-941-1450
Email: notices@midcapfinancial.com
- With a copy to:
- MidCap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 300
Bethesda, Maryland 20814 Attn: General Counsel Facsimile: 301-941-1450
Email: legalnotices@midcapfinancial.com
- Lessor, Lessee, and/or Servicer:
- c/o Bird Rides, Inc.
406 Broadway #369
Santa Monica, CA 90401
Attn: Yibo Ling, Chief Financial Officer
Email: yibo.ling@bird.co
cc: birdlegal@bird.co

with a copy to:
Latham & Watkins LLP
355 S. Grand Ave., #100
Los Angeles, CA 90071
Attn: Mark O. Morris
Email: mark.morris@lw.com

Each such notice, request or communication shall be effective when received at the address specified below. Copies of all notices must be sent by first class mail promptly after transmission by email.

18. **ENTIRE AGREEMENT.** This Agreement and the other agreements specifically referenced herein constitute the entire agreement among the parties hereto and supersede any prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement, together with the Leased Scooter Schedules and any other related documents attached to this Agreement (including, for the avoidance of doubt, all related joinders, exhibits, annexes, schedules, attachments and appendices), in each case solely to the extent to which such schedules and documents relate to Scooters will constitute the entire agreement regarding the leasing of Scooters by the Lessor to the Lessee.
19. **MODIFICATION AND SEVERABILITY.** The terms of this Agreement will not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever unless the same shall be in writing and signed and delivered by the Lessor, the Servicer and the Lessee, subject to any restrictions on such waivers, alterations, modifications, amendments, supplements or terminations set forth in the Loan Agreement. If any part of this Agreement is not valid or enforceable according to law, all other parts will remain enforceable.
20. **SURVIVABILITY.** In the event that, during the term of this Agreement, the Lessee becomes liable for the payment or reimbursement of any obligations, claims or taxes pursuant to any provision hereof, such liability will continue, notwithstanding the expiration or termination of this Agreement, until all such amounts are paid or reimbursed by or on behalf of the Lessee.
21. **HEADINGS.** Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.
22. **EXECUTION IN COUNTERPARTS; ELECTRONIC EXECUTION.** This Agreement may be executed manually or electronically in any number of counterparts (including by facsimile or electronic transmission (including.pdf file,.jpeg file, Adobe Sign, or DocuSign), each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by facsimile or any such electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement and shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law. Any electronically signed document delivered via email from a person purporting to be an authorized officer shall be considered signed or executed by such authorized officer on behalf of the applicable person and will be binding on all parties hereto to the same extent as if it were manually executed.

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23. **THIRD-PARTY BENEFICIARIES.** The parties hereto acknowledge that the Administrative Agent (for the benefit of itself and the Secured Parties and their assigns) shall be a third-party beneficiary hereunder.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

LESSOR:

BIRD US OPCO, LLC

By: _____

Name:

Title:

LESSEE AND SERVICER:

BIRD RIDES, INC.

By: _____

Name:

Title:

[Signature Page to Master Scooter Operating Lease]

SCHEDULE I

Definitions

“Act” has the meaning specified in Section 7.6.

“Adjusted Cost” means, with respect to a Scooter, an amount equal to the product of (i) the Advance Rate for such Scooter and (ii) the Cost of such Scooter.

“Affected Scooter” has the meaning specified in Section 4.5.

“Affiliate” means, with respect to any specified Person, another Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, “control” means the power to direct the management and policies of a Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and “controlled” and “controlling” have meanings correlative to the foregoing.

“Authorized Officer” means, as to the Lessee or any of its Affiliates, any of (i) the President, (ii) Chief Executive Officer, (iii) the Chief Financial Officer, (iv) General Counsel, (v) the Treasurer, (vi) any Assistant Treasurer, or (vii) any Vice President in the tax, legal, or treasury department, in each case of the Lessee or such Affiliate, as applicable.

“Bankruptcy Code” means The Bankruptcy Reform Act of 1978, as amended from time to time, as codified as 11 U.S.C. Section 101 et seq.

“Basic Scooter Information” means the following terms specified by the Lessee in a Leased Scooter Schedule: a list of the scooters the Lessee desires to be made available by the Lessor to the Lessee for lease as “Scooters” and, with respect to each such scooter, the make, model, and requested lease commencement date of each such scooter.

“Cash Equivalents” shall mean, as to any Person, (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than six months from the date of acquisition, (ii) marketable direct obligations issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within six months from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor’s Ratings Services, a division of McGraw-Hill, Inc. (“S&P”) or Moody’s Investors Service, Inc. (“Moody’s”), (iii) Dollar denominated time deposits, certificates of deposit and bankers acceptances of any Lender or any commercial bank having, or which is the principal banking subsidiary of a bank holding company having, a long-term unsecured debt rating of at least “A” or the equivalent thereof from S&P or “A2” or the equivalent thereof from Moody’s with maturities of not more than six months from the date of acquisition by such Person, (iv) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (i) above entered into with any bank meeting the qualifications specified in clause (iii) above, (v) commercial paper issued by any Person incorporated in the United States rated at least A-1 or the equivalent thereof by S&P or at least P-1 or the equivalent thereof by Moody’s and in each case maturing not more than six months after the date of acquisition by such Person and (vi) investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (i) through (v) above.

“Certificate of Title” means, with respect to any Scooter, the certificate of title or similar evidence of ownership applicable to such Scooter duly issued in accordance with the certificate of title act or other applicable statute of the jurisdiction applicable to such Scooter as determined by the Servicer or the Collateral Servicer, as applicable.

“Code” means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time and any successor statute of similar import, in each case as in effect from time to time. References to sections of the Code also refer to any successor or replacement sections.

“Collateral” has the meaning specified in Section 2(b).

“Contractual Obligation” means, with respect to any Person, any provision of any security issued by that Person or of any material indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any material portion of its properties is bound or to which it or any material portion of its properties is subject.

“Controlled Group” means, with respect to any Person, such Person, whether or not incorporated, and any corporation, trade or business that is, along with such Person, a member of a controlled group of corporations or a controlled group of trades or businesses as described in Sections 414(b) and (c), respectively, of the Code.

“Copyright Licenses” shall mean any and all license agreements and covenants not to sue with respect to any Copyright (whether such Lessor is licensee or licensor thereunder).

“Copyrights” shall mean all United States copyrights and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, and (iv) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

“Customer Deposits” means, as of any date of determination, the aggregate amount of customer deposits that would be recognized as such on the consolidated balance sheet of the Lessee; *provided*, that if such Customer Deposits constitute Restricted cash, the amount of Customer Deposits for such date of determination shall be reduced dollar-for-dollar by the amount of such Restricted cash.

“Determination Date” means the day of each calendar month that is two Business Days prior to each Payment Date, beginning on June 2, 2021.

“Dividend” shall mean, with respect to any Person, that such Person has declared or paid a dividend, distribution or returned any equity capital to its stockholders, partners or members or authorized or made any other distribution, payment or delivery of property (other than common Equity Interests of such Person) or cash to its stockholders, partners or members in their capacity as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for a consideration any shares of any class of its capital stock or any other Equity Interests outstanding on or after the Closing Date (or any options or warrants issued by such Person with respect to its capital stock or other Equity Interests), or set aside any funds for any of the foregoing purposes.

“Earnout Consideration” means the aggregate Per Share Earnout Consideration (as defined in the Business Combination Agreement) payable pursuant to the terms of the Business Combination Agreement.

“Employee Benefit Plan” means any “employee benefit plan” as defined in Section 3(3) of ERISA (whether or not subject to ERISA) which is sponsored, maintained or contributed to by, or required to be contributed by, the Lessee.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, in each case as in effect from time to time. References to sections of ERISA also refer to any successor sections.

“ERISA Event” means (i) a “reportable event” within the meaning of Section 4043(c) of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30-day notice to the PBGC has been waived by regulation); (ii) the failure to meet the minimum funding standard of Sections 412 and 430 of the Internal Revenue Code and Sections 302 and 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code and Section 302(c) of ERISA) or the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (iii) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (iv) the withdrawal by the Lessee or its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to the Lessee or its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (v) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (vi) the imposition of liability on the Lessee or its ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (vii) the withdrawal of the Lessee or its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefore, or the receipt by the Lessee or its ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (viii) receipt from the Internal Revenue Service of written notice of the failure of any Pension Plan to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any Pension Plan to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; or (ix) the imposition of a lien pursuant to Section 430(k) of the Internal Revenue Code or Section 303(k) of ERISA or a violation of Section 436 of the Internal Revenue Code.

“Event of Bankruptcy” shall be deemed to have occurred with respect to a Person if:

(a) a case or other proceeding shall be commenced, without the application or consent of such Person, in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or any substantial part of its assets, or any similar action with respect to such Person under any law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of sixty (60) consecutive days; or an order for relief in respect of such Person shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect; or

(b) such Person shall commence a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for such Person or for any substantial part of its property, or shall make any general assignment for the benefit of creditors; or

(c) the board of directors of such Person (if such Person is a corporation or similar entity) shall vote to implement any of the actions set forth in clause (b) above.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fleet Management Contracts” means those certain fleet management contracts in existence as of the Closing Date and otherwise entered into from time to time by Bird Rides, Inc. pursuant to which the Fleet Managers party thereto agree to maintain the Scooters in good working order, amongst other things.

“Fleet Manager” means those individuals or entities party to a Fleet Management Contract.

“Intellectual Property” shall mean, all intellectual property arising under the laws of the United States, including without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses, trade secrets and the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

“Lease Material Adverse Effect” means, with respect to any party hereto and any occurrence, event or condition applicable to such party:

(a) a material adverse effect on the ability of such party to perform its obligations under this Agreement, the Loan Agreement or any other Transaction Document;

(b) a material adverse effect on the Lessor’s ownership interest in the Scooters or on the ability of the Lessor to grant a Lien on any after-acquired property that would constitute Collateral;

(c) a material adverse effect on the validity or enforceability of this Agreement; or

(d) a material adverse effect on the validity, perfection or priority of the lien of the Administrative Agent in the Collateral.

“Leased Scooter Schedule” has the meaning specified in Section 2.1(c).

“Lessee” has the meaning set forth in the introductory paragraph to this Agreement.

“Lessee Account” has the meaning specified in Section 5.2.2.

“Lessor” has the meaning set forth in the introductory paragraph to this Agreement.

“Letter of Credit” has the meaning specified in Section 5.1.8.

“Lien” means, when used with respect to any Person, any interest in any real or personal property, asset or other right held, owned or being purchased or acquired by such Person that secures payment or performance of any obligation, and shall include any mortgage, lien, pledge, encumbrance, charge, retained security title of a conditional vendor or lessor, or other security interest of any kind, whether arising under a security agreement, mortgage, lease, deed of trust, chattel mortgage, assignment, pledge, retention or security title, financing or similar statement, or notice or arising as a matter of law, judicial process or otherwise; *provided*, that the foregoing shall not include, as of any date of determination, any interest in or right with respect to any Scooter that is being rented (as of such date) to any Rider, which interest or right secures payment or performance of any obligation of such Rider.

“Liquidity” shall mean, in respect of any day, (i) the amount of Unrestricted cash and Unrestricted Cash Equivalents of the Lessee and all of its direct and indirect Subsidiaries on a consolidated basis (for the avoidance of doubt, including but not limited to Unrestricted cash and Unrestricted Cash Equivalents located outside of the U.S. and cash in the Reserve Account) on such day *plus* (ii) the amount of the Letter of Credit on such day.

“Minimum LC Amount” has the meaning specified in Section 5.1.8.

“Minimum Liquidity Covenant Level Amount” shall mean (i) prior to the Amendment No. 2 Initial Funding Date, \$20,000,000 and (ii) from and after the Amendment No. 2 Initial Funding Date, the lesser of (A) 50% of the outstanding principal amount of the Loans and (B) \$50,000,000.

“Minimum Tangible Net Worth Covenant Level Amount” shall mean (i) prior to the Amendment No. 2 Initial Funding Date, \$30,000,000 and (ii) from and after the Amendment No. 2 Initial Funding Date, an amount equal to 75% of the outstanding principal amount of the Loans at such time.

“Monthly Base Rent” has the meaning specified in Section 4.2.

“Monthly Supplemental Rent” has the meaning specified in Section 4.3.

“Monthly Disposition Report” has the meaning specified in Section 4.5.

“Multiemployer Plan” means any Employee Benefit Plan which is a “multiemployer plan” which is sponsored, maintained or contributed to by, or required to be contributed by, the Lessee or its ERISA Affiliates that is defined in Section 3(37) of ERISA.

“New Parent” means, at any time on or after the consummation of the SPAC Transaction, Bird Global, Inc. or any other successor entity permitted hereunder.

“Operating Lease Commencement Date” has the meaning specified in Section 3.2.

“Operating Lease Expiration Date” has the meaning specified in Section 3.2.

“Operating Lease Event of Default” has the meaning specified in Section 9.1.

“Other Lessee Account” means any account owned by the Lessee and identified as such to the Administrative Agent pursuant to a written notice and that is, unless otherwise consented to in writing by the Administrative Agent, free and clear of any Adverse Claim other than pursuant to clause (iii) of the definition of Permitted Liens.

“Patent Licenses” shall mean all license agreements or covenants not to sue with respect to any Patent (whether such Lessor is licensee or licensor thereunder).

“Patents” shall mean all United States patents and certificates of invention, or industrial property designs, and applications for any of the foregoing, including, without limitation: (i) each patent and patent application, (ii) all reissues, divisions, continuations, continuations-in-part and extensions thereof, (iii) all patentable inventions described and claimed therein, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, and (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/ or payable with respect thereto.

“Payment Information” means, with respect to any payment in respect of a scooter or the use of a scooter received by the Lessee or the Lessor (i) the amount of each receipt, (ii) the Scooter to which such receipt relates, (iii) the nature of such payment by or on behalf of the related user or other amount, (iv) the date of receipt of such payment or other amount and (v) whether such payment or other amount relates to a Scooter leased by the Lessee or any other scooter.

“Paypal Account” means that certain account in the name of the Lessee and held with the online payment processing platform known as “Paypal”, as disclosed to the Lessor prior to the date hereof.

“PBGC” means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor thereto).

“Pension Plan” means any Employee Benefit Plan which is sponsored, maintained or contributed to by, or required to be contributed by, the Lessee or its ERISA Affiliates, other than a Multiemployer Plan, which is subject to Section 412 of the Internal Revenue Code or Section 302 of ERISA.

“Permitted Lien” means (i) Liens for current taxes not delinquent or for taxes being contested in good faith and by appropriate proceedings, and with respect to which adequate reserves have been established, and are being maintained, in accordance with GAAP, (ii) mechanics’, materialmen’s, landlords’, warehousemen’s and carriers’ Liens, and other Liens imposed by law, securing obligations that are not more than thirty days past due or are being contested in good faith and by appropriate proceedings and with respect to which adequate reserves have been established, and are being maintained, in accordance with GAAP, (iii) Liens in favor of banking institutions arising as a matter of law or under general terms and conditions encumbering deposits (including the right of set off) and which are within the general parameters customary in the banking industry, and (iv) Liens in favor of the Administrative Agent pursuant to the Loan Agreement.

“Person” means any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company, joint stock company, corporation, trust, unincorporated organization or Governmental Authority.

“Plan” means any “employee pension benefit plan”, as such term is defined in ERISA, that is subject to Title IV of ERISA (other than a “multiemployer plan”, as defined in Section 4001 of ERISA) and to which any company in the Controlled Group has liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA for any time within the preceding five years or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

“Potential Operating Lease Event of Default” means any occurrence or event that, with the giving of notice, the passage of time or both, would constitute an Operating Lease Event of Default.

“Potential Servicer Default” means any occurrence or event that, with the giving of notice, the passage of time or both, would constitute an Servicer Default.

“Pre-Funding Date” means the fifth Business Day of each calendar month, beginning on May 7, 2021.

“Proceeds” has the meaning specified in Section 9-102(a)(64) of the applicable UCC.

“Pro Rata Share” means, as of any date with respect to a Scooter, the percentage equivalent of a fraction, the numerator of which is the Cost of such Scooter and the denominator of which is the Cost of all Scooters (including such Scooter) owned by the Lessor on such date.

“Quarterly Rider Incentive / Contra Pay True-Up Amount” has the meaning specified in Section 4.4.

“Released Scooter” has the meaning specified in Section 2.1(d).

“Rent” means Monthly Base Rent and Monthly Supplemental Rent, as applicable.

“Requirement of Law” means, with respect to any Person or any of its property, the certificate of incorporation or articles of association and by-laws, limited liability company agreement, partnership agreement or other organizational or governing documents of such Person or any of its property, and any law, treaty, rule or regulation, or determination of any arbitrator or Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, whether federal, state or local.

“Restricted” shall mean, when referring to cash or Cash Equivalents of the Lessee, that such cash or Cash Equivalents (i) appear (or would be required to appear) as “restricted” as required by GAAP on a consolidated balance sheet of the Lessee, (ii) are subject to any Lien (other than pursuant to clause (iii) of the definition of Permitted Lien) in favor of any Person other than the Administrative Agent for the benefit of the Secured Parties or (iii) are not otherwise generally available for use by the Lessee.

“Rider” means any individual that rents and rides a Scooter using the Bird app.

“Rider Contracts” means the Bird Rental Agreement, Waiver of Liability, and Release that is available at <https://www.bird.co/agreement>, which may be updated from time to time.

“Scooter IP” means any of the Intellectual Property used in the operation of the business of the Lessee, but excluding any proprietary source code used therein.

“Scooters” means, as of any date of determination, each scooter leased to the Lessee hereunder.

“SEC” means the Securities and Exchange Commission.

“Servicer” has the meaning specified in the introductory paragraph to this Agreement.

“Servicer Default” has the meaning specified in Section 9.5.

“Scooter Lease Commencement Date” has the meaning specified in Section 3.1(a).

“Scooter Lease Term” has the meaning specified in Section 3.1(b).

“Stripe Account” means that certain account in the name of the Lessee and held with the online payment processing platform known as “Stripe”, as disclosed to the Lessor prior to the date hereof.

“Tangible Net Worth” means, with respect to any date of determination, (x) an amount equal to total assets of the Lessee minus intangible assets and total liabilities of the Lessee, in each case as shown on a consolidated balance sheet of the Lessee as of such date of determination, *plus* (y) any liabilities consisting of the Earnout Consideration, SPAC Warrants (as defined in the Business Combination Agreement), and Private Placement Warrants (as defined in the Business Combination Agreement), in each case (1) to the extent subtracted from Tangible Net Worth pursuant to clause (x) above, and (2) so long as such liability is a non-monetary liability, plus (z) an amount equal to 50% of Customer Deposits as of such date of determination.

“Tariff Rebate Amount” has the meaning specified in Section 4.6.

“Term” has the meaning specified in Section 3.2.

“Trademark Licenses” shall mean any and all license agreements or covenants not to sue with respect to any Trademark or permitting co-existence with respect to a Trademark (whether such Lessor is licensee or licensor thereunder).

“Trademarks” shall mean all United States trademarks, trade names, trade dress, Internet domain names, service marks, certification marks, logos, and other source identifiers, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing, and (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

“UCC” means the Uniform Commercial Code as in effect from time to time in the specified jurisdiction or any applicable jurisdiction, as the case may be.

“Unrestricted” shall mean, when referring to cash or Cash Equivalents of the Lessee, that such cash or Cash Equivalents are not Restricted.

Exhibit B

Clean Copy of Amended Master Lease Agreement

[See attached.]

Bird Announces Upsizing of Vehicle Financing Credit Facility with Apollo to \$150 Million

(Los Angeles, CA) – October 12, 2021 – Bird Rides, Inc. (“Bird” or the “Company”), a leader in environmentally friendly electric transportation, today announced that it has secured commitments from Apollo Investment Corporation (NASDAQ: AINV) and MidCap Financial Trust (each managed or advised by Apollo Capital Management, L.P. or its affiliates, collectively “Apollo”) to upsize its existing \$40 million vehicle financing credit facility to \$150 million, subject to the closing of the previously announced business combination with Switchback II Corporation (“Switchback II”; NYSE: SWBK).

Yibo Ling, Chief Financial Officer at Bird, commented, “We are pleased to have delivered against our stated objective to expand our vehicle financing capabilities through the upsizing of our credit facility. This commitment from Apollo reflects further confidence in the strong cash generating capabilities of our electric vehicle fleet enabled by our multi-year track record of over 100 million rides. With the increased liquidity provided by the upsized facility, we believe we are well positioned to support our expansion plans.”

Apollo Managing Director, Aaron Kless said, “We are pleased to support Bird through the upsizing of the credit facility, helping the Company to enhance its vehicle financing capabilities and execute on its strategy. Bird has demonstrated strong performance and we look forward to continuing to work with the Company as it nears completion of its public listing.”

Switchback II Shareholder Vote

As previously announced, the Extraordinary General Meeting of Switchback II to vote on the business combination with Bird is scheduled to be held on November 2, 2021, at 10:00 a.m., Eastern time. The closing of the business combination is subject to approval by Switchback II’s shareholders and the satisfaction of other customary closing conditions.

Every vote is important and Switchback II encourages all shareholders to make their voice heard by voting as soon as possible, regardless of the number of shares held. For information on the meeting and how to vote please go to <https://swbk2.com/vote/>.

About Bird

Bird is an electric vehicle company dedicated to bringing affordable, environmentally friendly transportation solutions such as e-scooters and e-bikes to communities across the world. Founded in 2017 by transportation pioneer Travis VanderZanden, Bird is rapidly expanding. Today, it provides fleets of shared micro electric vehicles to riders in more than 300 cities globally and makes its products available for purchase at www.bird.co and via leading retailers and distribution partners. Bird partners closely with the cities in which it operates to provide a reliable and affordable transportation option for people who live and work there.

About Switchback II Corporation

Switchback II was formed for the purpose of effecting a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses or entities. Switchback II focused its search for a target business in the broad energy transition or sustainability arena targeting industries that require innovative solutions to decarbonize in order to meet critical emission reduction objectives.

Important Information About the Proposed Transaction and Where to Find It

In connection with the proposed business combination, Bird Global, Inc. (“Bird Global”) filed a registration statement on FormS-4 (File No: 333-256187) (as amended, the “Registration Statement”) with the U.S. Securities and Exchange Commission (the “SEC”). The Registration Statement includes a prospectus of Bird Global and a proxy statement of Switchback II. The Registration Statement has been declared effective by the SEC and the definitive proxy statement/prospectus has been mailed to Switchback II shareholders. Additionally, Switchback II and Bird Global filed and will file other relevant materials with the SEC in connection with the business combination. Copies may be obtained free of charge at the SEC’s web site at www.sec.gov. Security holders of

Switchback II are urged to read the proxy statement/prospectus and the other relevant materials before making any voting decision with respect to the proposed business combination because they contain important information about the business combination and the parties to the business combination. The information contained on, or that may be accessed through, the websites referenced in this press release is not incorporated by reference into, and is not a part of, this press release.

Participants in the Solicitation

Switchback II and its directors and officers may be deemed participants in the solicitation of proxies of Switchback II's shareholders in connection with the proposed business combination. Bird and its officers and directors may also be deemed participants in such solicitation. Security holders may obtain more detailed information regarding the names, affiliations and interests of certain of Switchback II's executive officers and directors in the solicitation by reading Switchback II's Annual Report on Form 10-K for the fiscal year ended December 31, 2020, and the proxy statement/prospectus and other relevant materials filed with the SEC in connection with the business combination. Information concerning the interests of Switchback II's participants in the solicitation, which may, in some cases, be different than those of their shareholders generally, is set forth in the proxy statement/prospectus relating to the business combination.

Forward-Looking Statements

The information in this press release includes "forward-looking statements." All statements, other than statements of present or historical fact included in this press release, regarding Switchback II's proposed business combination with Bird, Switchback II's ability to consummate the transaction, the benefits of the transaction and the combined company's future financial performance, as well as the combined company's strategy, future operations, estimated financial position, estimated revenues and losses, projected costs, prospects, plans and objectives of management are forward-looking statements. When used in this press release, the words "could," "should," "will," "may," "believe," "anticipate," "intend," "estimate," "expect," "project," the negative of such terms and other similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. These forward-looking statements are based on management's current expectations and assumptions about future events and are based on currently available information as to the outcome and timing of future events. Except as otherwise required by applicable law, Switchback II and Bird disclaim any duty to update any forward-looking statements, all of which are expressly qualified by the statements in this section, to reflect events or circumstances after the date of this press release. Switchback II and Bird caution you that these forward-looking statements are subject to numerous risks and uncertainties, most of which are difficult to predict and many of which are beyond the control of either Switchback II or Bird. In addition, Switchback II and Bird caution you that the forward-looking statements contained in this press release are subject to the following factors: (i) the occurrence of any event, change or other circumstances that could delay the business combination or give rise to the termination of the agreements related thereto; (ii) the outcome of any legal proceedings that may be instituted against Switchback II or Bird following announcement of the transactions; (iii) the inability to complete the business combination due to the failure to obtain approval of the shareholders of Switchback II, or other conditions to closing in the transaction agreement; (iv) the risk that the proposed business combination disrupts Switchback II's or Bird's current plans and operations as a result of the announcement of the transactions; (v) Bird's ability to realize the anticipated benefits of the business combination, which may be affected by, among other things, competition and the ability of Bird to grow and manage growth profitably following the business combination; (vi) costs related to the business combination; (vii) changes in applicable laws or regulations; and (viii) the possibility that Bird may be adversely affected by other economic, business and/or competitive factors. Should one or more of the risks or uncertainties described in this press release occur, or should underlying assumptions prove incorrect, actual results and plans could differ materially from those expressed in any forward-looking statements. Additional information concerning these and other factors that may impact the operations and projections discussed herein can be found in Switchback II's periodic filings with the SEC, including Switchback II's Annual Report on Form 10-K for the fiscal year ended December 31, 2020 and any subsequently filed Quarterly Reports on Form 10-Q, and in the definitive proxy statement/prospectus filed by Bird Global. Switchback II's and Bird Global's SEC filings are available publicly on the SEC's website at www.sec.gov.

No Offer or Solicitation

This press release shall not constitute a solicitation of a proxy, consent, or authorization with respect to any securities or in respect of the proposed transaction. This press release shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

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