# 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): November 9, 2021 (November 3, 2021)**

# Bird Global, Inc.
**(Exact name of registrant as specified in its charter)**

| Delaware | 001-41019 | 86-3723155 |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (I.R.S. Employer Identification No.) |

| 406 Broadway, Suite 369<br>Santa Monica, California 90401 | 90401 |
|---|---|
| (Address of principal executive offices) | (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 |
|---|---|---|
| **Class A common stock, par value $0.0001 per share** | **BRDS** | **The New York Stock Exchange** |
| **Warrants, each whole warrant exercisable to purchase one share of Class A common stock at an exercise price of $11.50 per share** | **BRDS WS** | **The New York Stock Exchange** |

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. ☐

## INTRODUCTORY NOTE

As previously announced, Bird Global, Inc., a Delaware corporation (the "Company"), previously entered into that certain Business Combination Agreement, dated as of May 11, 2021, by and among Switchback II Corporation, a Cayman Islands exempted company ("Switchback"), Maverick Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of Switchback ("Merger Sub"), Bird Rides, Inc., a Delaware corporation ("Bird"), and the Company (the "Business Combination Agreement").

On November 3, 2021, as contemplated by the Business Combination Agreement and described in the section titled "The Business Combination" beginning on page 103 of the final prospectus and definitive proxy statement, dated October 7, 2021 (the "Proxy Statement/Prospectus") and filed by the Company with the Securities and Exchange Commission (the "SEC"), Switchback reincorporated to the State of Delaware by merging with and into the Company, with the Company surviving and becoming the sole owner of Merger Sub (such merger, the "Domestication Merger"). At the effective time of the Domestication Merger, by virtue of the Domestication Merger: (a) each then-outstanding share of the Company's common stock, par value $0.000001 per share, was redeemed for par value; (b) each then-outstanding Class A ordinary share, par value $0.0001 per share, of Switchback (the "Class A Ordinary Shares") was canceled and converted, on a one-for-one basis, into a share of Class A common stock, par value $0.0001 per share, of the Company (the "Class A Common Stock"); (c) each then-outstanding Class B ordinary share, par value $0.0001 per share, of Switchback was canceled and converted, on a one-for-one basis, into a share of Class B common stock, par value $0.0001 per share, of the Company (the "Class B Common Stock") (with such shares of Class B Common Stock thereafter converting, on a one-for-one basis, into a share of Class A Common Stock in connection with the Acquisition Merger (as defined below)); (d) each then-outstanding warrant of Switchback (the "Switchback Warrants") was assumed and converted automatically into a warrant to purchase one share of Class A Common Stock (the "Warrants"), pursuant to that certain warrant agreement by and between Switchback and Continental Stock Transfer & Trust Company; and (e) each then-outstanding unit of Switchback, each consisting of one Class A Ordinary Share and one-fifth of one Switchback Warrant (the "Switchback Units"), was canceled and converted into a unit of the Company (the "Units"), each consisting of one share of Class A Common Stock and one-fifth of one Warrant.

On November 4, 2021, as contemplated by the Business Combination Agreement and described in the section titled "The Business Combination" beginning on page 103 of the Proxy Statement/Prospectus, Merger Sub merged with and into Bird (the "Acquisition Merger" and, together with the Domestication Merger and all other transactions contemplated by the Business Combination Agreement, the "Business Combination"), with Bird surviving the Acquisition Merger as a wholly owned subsidiary of the Company. Substantially concurrently with the consummation of the Acquisition Merger, certain investors (the "PIPE Investors") purchased an aggregate of 16,000,000 shares of Class A Common Stock for a purchase price of $10.00 per share (the "PIPE Financing") pursuant to subscription agreements (the "Subscription Agreements").

On November 4, 2021, as contemplated by the Business Combination Agreement and described in the section titled "The Business Combination" beginning on page 103 of the Proxy Statement/Prospectus, immediately prior to the effective time of the Acquisition Merger, each then-outstanding share of preferred stock of Bird converted automatically into a number of shares of common stock, par value $0.000001 per share, of Bird ("Bird Common Stock") at the then-effective conversion rate as calculated pursuant to the certificate of incorporation of Bird (the "Conversion").

At the effective time of the Acquisition Merger, pursuant to the Acquisition Merger: (a) each then-outstanding share of Bird Common Stock, including shares of Bird Common Stock resulting from the Conversion, but excluding shares of Bird's outstanding restricted stock ("Bird Restricted Stock"), were canceled and automatically converted into the right to receive (i) (A) with respect to Travis VanderZanden, the number of shares of Class X common stock, par value $0.0001 per share, of the Company (the "Class X Common Stock" and, together with the Class A Common Stock, the "Common Stock") and (B) with respect to any other persons who held Bird Common Stock, the number of shares of Class A Common Stock, in each case, equal to the applicable exchange ratio (determined in accordance with the Business Combination Agreement and as further described in the Proxy Statement/Prospectus) (the "Exchange Ratio") and (ii) the contingent right to receive certain earnout shares; (b) each then-outstanding and unexercised warrant of Bird were automatically assumed and converted into a Warrant based on the Exchange Ratio and at an adjusted exercise price per share (determined in accordance with the Business Combination Agreement and as further described in the Proxy Statement/Prospectus); (c) each then-outstanding and unexercised option to purchase shares of Bird Common Stock was converted into (i) an option exercisable for shares of Class A Common Stock based on the Exchange Ratio and (ii) the contingent right to receive certain earnout shares; (d) each then-outstanding award of Bird Restricted Stock was converted into (i) an award covering shares of Class A Common Stock based on the Exchange Ratio and (ii) the contingent right to receive certain earnout shares; and (e) each then-outstanding award of restricted stock units covering shares of Bird Common Stock was converted into (i) a restricted stock unit award covering shares of Class A Common Stock based on the Exchange Ratio and (ii) the contingent right to receive certain earnout shares. At the effective time of the Acquisition Merger and in connection with the Acquisition Merger, each outstanding share of Class B Common Stock was converted, on a one-for-one basis, into a share of Class A Common Stock and each Unit separated into one share of Class A Common Stock andone-fifth of one Warrant.

Immediately after giving effect to the Business Combination, there were 239,745,710 shares of Class A Common Stock outstanding, 34,534,930 shares of Class X Common Stock outstanding, and 12,874,972 Warrants outstanding. Upon the consummation of the Domestication Merger, the Class A Ordinary Shares, the Switchback Warrants, and the Switchback Units ceased trading on The New York Stock Exchange (the "NYSE"), and the Class A Common Stock and Warrants began trading on the NYSE under the symbols "BRDS" and "BRDS WS," respectively. Following the consummation of the Business Combination, the Company's ownership is as follows (without taking into account any shares such persons may have purchased in the open market prior to the consummation of the Business Combination):

- Bird's former stockholders own 205,464,639 shares of Class A Common Stock, or approximately 74.9% of the outstanding Common Stock, which represents approximately 22.1% of the voting power of the Company.
- Switchback's former public shareholders own 10,374,821 shares of Class A Common Stock, or approximately 3.8% of the outstanding Common Stock, which represents approximately 1.1% of the voting power of the Company.
- The PIPE Investors own 16,000,000 shares of Class A Common Stock, or approximately 5.8% of the outstanding Common Stock, which represents approximately 1.7% of the voting power of the Company.
- NGP Switchback II, LLC, a Delaware limited liability company (the "Sponsor"), and its related parties and Switchback's former initial shareholders own 7,906,250 shares of Class A Common Stock (including the Switchback Founder Earn Back Shares but excluding, for the avoidance of doubt, shares of Class A Common Stock issued in connection with the PIPE Financing, which shares are reflected in the preceding bullet), or approximately 2.9% of the outstanding Common Stock, which represents approximately 0.8% of the voting power of the Company.

- Travis VanderZanden owns 34,534,930 shares of Class X Common Stock, or 100% of the outstanding Class X Common Stock or approximately 12.6% of the outstanding Common Stock, which represents approximately 74.2% of the voting power of the Company.

The foregoing description of the Business Combination does not purport to be complete and is qualified in its entirety by the full text of the Business Combination Agreement, which is attached as Exhibit 2.1 to the Company's registration statement on Form S-4 of which the Proxy Statement/Prospectus forms a part, and is incorporated herein by reference.

Unless otherwise specified, capitalized terms used herein but not defined herein have the meanings given to such terms in the Proxy Statement/Prospectus.

**Item 1.01. Entry into a Material Definitive Agreement.**

***Registration Rights Agreement***

On November 4, 2021, in connection with the consummation of the Business Combination and as contemplated by the Business Combination Agreement, the Company, the Sponsor, certain affiliates of Switchback prior to the Acquisition Merger, and certain holders of Bird securities prior to the Acquisition Merger entered into an amended and restated registration rights agreement (the "Registration Rights Agreement"). The material terms of the Registration Rights Agreement are described in the section of the Proxy Statement/Prospectus beginning on page 121 titled "The Business Combination—Related Agreements—A&R Registration Rights Agreement." Such description is qualified in its entirety by the text of the Registration Rights Agreement, which is included as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

The disclosure set forth in the "Introductory Note" above is incorporated into this Item 2.01 by reference.

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

On November 4, 2021, in connection with the consummation of the Business Combination and as contemplated by the Business Combination Agreement and the Subscription Agreements, the Company consummated the PIPE Financing, as further described in the disclosure set forth under the Introductory Note above. Pursuant to the PIPE Financing, the Company issued 16,000,000 shares of Class A Common Stock to the PIPE Investors for aggregate consideration of $160.0 million. The Company issued the foregoing securities in transactions not involving an underwriter and not requiring registration under Section 5 of the Securities Act of 1933, as amended (the "Securities Act"), in reliance on the exemption afforded by Section 4(a)(2) thereof.

**Item 5.01. Changes in Control of Registrant.**

The disclosure set forth in the "Introductory Note" above is incorporated into this Item 5.01 by reference.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

***Executive Officers and Directors***

On November 3, 2021, upon the consummation of the Domestication Merger, Travis VanderZanden resigned from the Company's board of directors and Jim Mutrie, Scott McNeill, Chris Carter, Scott Gieselman, Sam Stoutner, Philip J. Deutch, Ray Kubis, and Precious Williams Owodunni were appointed as directors of the Company. Scott Gieselman, Ray Kubis, and Precious Williams Owodunni were appointed to serve on the Company's audit committee, with Ray Kubis serving as the chair and qualifying as an audit committee financial expert, as such term is defined in Item 407(d)(5) of Regulation S-K. Also on November 3, 2021, upon the consummation of the Domestication Merger, Travis VanderZanden and Yibo Ling resigned from their positions as

chief executive officer and chief financial officer of the Company, respectively, and Jim Mutrie and Scott McNeill were appointed as co-chief executive officers of the Company. Reference is made to the disclosure described in the Proxy Statement/Prospectus in the section titled "Information About Switchback—Management—Executive Officers and Directors" beginning on page 243 for biographical information about each of the directors and officers following consummation of the Domestication Merger, which is incorporated herein by reference.

On November 4, 2021, upon the consummation of the Acquisition Merger, each of the Company's directors other than Jim Mutrie resigned from the Company's board of directors and Travis VanderZanden, Roelof F. Botha, Daniel Friedland, Nathaniel Justin Kan, Robert Komin, Racquel Russell, and David Sacks were appointed as directors of the Company, joining Jim Mutrie on the board of directors, to serve until the end of their respective terms and until their successors are elected and qualified. Messrs. Botha, Komin, and Mutrie were appointed to serve on the Company's audit committee, with Mr. Komin serving as the chair and qualifying as an audit committee financial expert, as such term is defined in Item 407(d)(5) of Regulation S-K. Messrs. Friedland, Kan, Mutrie, and Sacks were appointed to serve on the Company's compensation committee, and Mr. Botha, Mr. Friedland, and Ms. Russell were appointed to serve on the Company's nominating and corporate governance committee. Also on November 4, 2021, upon the consummation of the Acquisition Merger, Jim Mutrie and Scott McNeill resigned from their positions as co-chief executive officer of the Company and Travis VanderZanden, Yibo Ling, and Gregory Wright were appointed as president and chief executive officer, chief financial officer, and corporate controller of the Company , respectively. Reference is made to the disclosure described in the Proxy Statement/Prospectus in the section titled "Management After the Business Combination" beginning on page 263 for biographical information about each of the directors and officers following consummation of the Acquisition Merger, which is incorporated herein by reference.

Certain relationships and related person transactions of the Company and its directors and officers are described in the Proxy Statement/Prospectus in the section titled "Certain Relationships and Related Person Transactions" beginning on page 285 and such description is incorporated herein by reference. See also the section of the Proxy Statement/Prospectus titled "Executive Compensation" beginning on page 253 for a description of compensation arrangements between the Company and its officers.

In connection with the consummation of the Acquisition Merger, each of the Company's executive officers and directors entered into an indemnification agreement with the Company, a form of which is attached hereto as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

***Compensatory Arrangements for Executive Officers***

*2021 Incentive Award Plan*

In connection with the consummation of the Business Combination, the Company adopted the Bird Global, Inc. 2021 Incentive Award Plan (the "2021 Plan") under which the Company may grant cash and equity incentive awards to its eligible service providers in order to attract, motivate, and retain the talent for which the Company competes.

Employees, consultants, and directors of the Company, and employees and consultants of its subsidiaries, generally are eligible to receive awards under the 2021 Plan. The 2021 Plan is administered by the compensation committee of the Company's board of directors, which may delegate its duties and responsibilities to one or more committees of the Company's directors and/or officers (referred to collectively as the "plan administrator"), subject to the limitations imposed under the 2021 Plan and applicable laws. The plan administrator has the authority to take all actions and make all determinations under the 2021 Plan, to interpret the 2021 Plan and award agreements, and to adopt, amend, and repeal rules for the administration of the 2021 Plan as it deems advisable. The plan administrator also has the authority to determine which eligible participants receive awards, grant awards, and set the terms and conditions of all awards under the 2021 Plan, including any vesting and vesting acceleration provisions, subject to the conditions and limitations in the 2021 Plan.

The Company initially reserved a total number of shares of Class A Common Stock for issuance pursuant to the 2021 Plan equal to the sum of: (a) 27,428,064 shares; (b) any shares which, as of the effective date of the 2021 Plan, are subject to outstanding awards under the 2017 Plan (as defined below) and which become available for issuance under the 2021 Plan pursuant to the 2021 Plan (the aggregate number of which shall not exceed 17,820,688 shares); (c) 2,072,666 shares as earnout shares to be issued as awards of restricted Class A Common Stock or Class X Common Stock in satisfaction of the Company's obligations under the Business Combination Agreement ("Restricted Earnout Awards"); and (d) up to 30,000,000 shares to be granted to certain members of the Company's management team (the "Management Earnout Awards"). The aggregate share limit under the 2021 Plan will be subject to an annual increase on the first day of each calendar year beginning January 1, 2022 and ending on and including January 1, 2031 equal to the lesser of (i) a number equal to 5% of the aggregate number of shares of Class A Common Stock and Class X Common Stock outstanding on the final day of the immediately preceding calendar year and (ii) such smaller number of shares as is determined by the Board. The maximum number of shares that may be issued pursuant to the exercise of incentive stock options granted under the 2021 Plan is 200,000,000. The foregoing share limits under the 2021 Plan are, in each case, subject to certain adjustments set forth therein.

During the five-year period following the consummation of the Business Combination (the "earnout period"), the Company is entitled to issue Restricted Earnout Awards, which will reduce the number of earnout shares available for grant under the 2021 Plan and, accordingly, the overall share limit. However, upon the expiration of the earnout period under the Business Combination Agreement, any Restricted Earnout Awards and any earnout shares that remain available for grant under the 2021 Plan will automatically be forfeited and will not become or again be available for awards under the 2021 Plan.

The information set forth in the section entitled "Proposal No. 5—The 2021 Plan Proposal" beginning on page 173 of the Proxy Statement/Prospectus is incorporated herein by reference. The foregoing description of the 2021 Plan and the information incorporated by reference in the preceding sentence does not purport to be complete and is qualified in its entirety by the terms and conditions of the 2021 Plan and applicable forms of award agreements, which are included as Exhibits 10.3, 10.4, 10.5, 10.6, 10.7, and 10.8, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

*Equity Awards Under 2021 Plan*

In November 2021, in connection with the consummation of the Business Combination, the Company's board of directors approved the grant of time-based and/or performance-based awards of restricted stock units ("RSUs") to certain of our named executive officers, pursuant to the 2021 Plan and applicable form of RSU agreement. The material terms of these awards are described below.

*CEO Awards*

The Company's board of directors approved the grant of long-term time-based and performance-based RSU awards to our Chief Executive Officer, Travis VanderZanden (the "CEO Awards"). The time-based and performance-based CEO Awards cover 5,872,500 and 17,617,500 shares of Class A Common Stock, respectively.

The time-based CEO Award will be eligible to vest quarterly based on Mr. VanderZanden's continued service over a four-year period beginning June 1, 2021. The performance-based CEO Award, which constitutes a Management Earnout Award under the 2021 Plan, will be eligible to vest based on both (i) Mr. VanderZanden's continued service and (ii) the achievement of pre-determined stock price goals over the five-year period following the consummation of the Business Combination (the "Performance Period"). Each CEO Award is subject to certain accelerated vesting provisions in connection with a qualifying termination of employment.

One-third of the performance-based CEO Award will become earned based on the achievement of an applicable stock price goal at any time during the Performance Period, as set forth in the following table. The stock price is measured as a daily volume-weighted average sale price per share for any ten trading days, which may or may not be consecutive, within any 20 consecutive trading-day period; however, upon a "change of control" (as defined in the Business Combination Agreement), the stock price will be determined based on the implied value per share as determined in accordance with the Business Combination Agreement.

| Vesting Tranche | Price Per Share Goal(1) | Number of Earned RSUs |
|---|---|---|
| First Vesting Tranche | $ 12.50 | 5,872,500 |
| Second Vesting Tranche | $ 20.00 | 5,872,500 |
| Third Vesting Tranche | $ 30.00 | 5,872,500 |

In addition, the award agreement evidencing each CEO Award containsnon-competition and non-solicitation restrictions (as well as other customary restrictive covenants), which are effective during employment and for two years following termination of employment.

The foregoing description of the CEO Awards does not purport to be complete and is subject to and qualified in its entirety by reference to the applicable form of RSU agreement, a copy of which is attached as Exhibit 99.7 to the Company's registration statement on Form S-8, which is incorporated herein by reference. The foregoing description of the CEO Awards does not purport to be complete and is qualified in its entirety by reference to the applicable form of RSU agreement, which is included as Exhibit 10.6 to this Current Report on Form 8-K and is incorporated herein by reference.

*Other Awards*

In November 2021, the Company's board of directors also approved the grant of 1,000,000 time-based and 1,500,000 performance-based RSU awards to our Chief Vehicle Officer, William S. Rushforth (the "Officer RSU Awards"). The number of shares subject to the Officer RSU Awards will be equal to the number of shares set forth in the table below.

Mr. Rushforth's time-based Officer RSU Award will be eligible to vest quarterly based on Mr. Rushforth's continued service over a four-year period following the consummation of the Business Combination. In addition, Mr. Rushforth's performance-based Officer RSU Award, which constitutes a Management Earnout Award under the 2021 Plan, will be eligible to vest based on both (i) Mr. Rushforth's continued service and (ii) the achievement of pre-determined stock price goals over the Performance Period.One-third of Mr. Rushforth's performance-based Officer RSU Award will become earned based on the achievement of the same stock price goals as described above for the performance-based CEO Award.

In addition, the award agreements evidencing the Officer RSU Awards for Mr. Rushforth reference, as applicable, customary restrictive covenants.

The foregoing description of the Officer RSU Awards does not purport to be complete and is subject to and qualified in its entirety by reference to the applicable form of RSU agreement, copies of which are attached as Exhibits 10.5 and 10.8 to this Current Report on Form 8-K and are incorporated herein by reference.

*2021 Employee Stock Purchase Plan*

In connection with the consummation of the Business Combination, the Company adopted the Bird Global, Inc. 2021 Employee Stock Purchase Plan (the "ESPP") under which certain employees of the Company and its participating subsidiaries are provided with the opportunity to purchase Class A Common Stock at a discount through accumulated payroll deductions during successive offering periods.

The Company initially reserved a total of 5,485,613 shares of Class A Common Stock for issuance pursuant to the ESPP, subject to certain adjustments set forth therein. In addition, the number of shares of Class A Common Stock available for issuance under the ESPP will be annually increased on January 1 of each calendar year, beginning in 2022 and ending in 2031, by an amount equal to the lesser of (i) 1% of the aggregate number of shares of Class A Common Stock and Class X Common Stock outstanding on the final day of the immediately preceding calendar year and (ii) such smaller number of shares as determined by the Company's board of directors. The maximum number of shares that may be issued under the ESPP is 50,000,000.

The compensation committee of the Company's board of directors services as the administrator of the ESPP and has the authority to take all actions and make all determinations under the ESPP, to interpret the ESPP, and to adopt, amend, and repeal rules for the administration of the ESPP as it deems advisable.

The information set forth in the section entitled "Proposal No. 6—The ESPP Proposal" beginning on page 181 of the Proxy Statement/Prospectus is

incorporated herein by reference. The foregoing description of the ESPP and the information incorporated by reference in the preceding sentence does not purport to be complete and is qualified in its entirety by the terms and conditions of the ESPP, which is included as Exhibit 10.9 to this Current Report on Form 8-K and is incorporated herein by reference.

*Amended and Restated 2017 Stock Plan*

In connection with the consummation of the Business Combination, the Company assumed the Amended and Restated Bird Global, Inc. 2017 Stock Plan (the "2017 Plan") from Bird and, thereafter, terminated the 2017 Plan. However, any outstanding awards granted under the 2017 Plan will remain outstanding, subject to the terms of the 2017 Plan and applicable award agreement.

The information set forth in the section entitled "Executive Compensation—Bird—Equity Incentive Plans—2017 Stock Plan" beginning on page 259 of the Proxy Statement/Prospectus is incorporated herein by reference. The foregoing description of the 2017 Plan and the information incorporated by reference in the preceding sentence does not purport to be complete and is qualified in its entirety by the terms and conditions of the 2017 Plan, which is included as Exhibit 10.10 to this Current Report on Form 8-K and is incorporated herein by reference. The forms of stock option and restricted stock unit award agreements under the 2017 Plan are included as Exhibits 10.11 and 10.12, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On November 3, 2021, in connection with the consummation of the Domestication Merger and as contemplated by the Business Combination Agreement, the Company amended and restated its certificate of incorporation (as amended, the "Charter") and amended and restated its bylaws (as amended, the "Bylaws"). The material terms of the Charter and Bylaws and the general effect upon the rights of holders of the Company's capital stock are discussed in the Proxy Statement/Prospectus in the section titled "Proposal No. 3—The Advisory Organizational Documents Proposals" beginning on page 160, which description is incorporated by reference herein.

The Charter and Bylaws are set forth in Exhibits 3.1 and 3.2 to this Current Report on Form 8-K, respectively, and are incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure.**

On November 5, 2021, the Company issued a press release announcing the consummation of the Business Combination. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Such exhibit and the information set forth therein will not be deemed to be filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise be subject to the liabilities of that section, nor will it be deemed to be incorporated by reference in any filing under the Securities Act or the Exchange Act.

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

(a) *Financial statements of businesses or funds acquired.*

The unaudited financial statements of Bird as of and for the six months ended June 30, 2021 and the audited financial statements of Bird as of and for the years ended December 31, 2020 and 2019 are set forth in the Proxy Statement/Prospectus beginning on page F-42 and are incorporated herein by reference.

The unaudited financial statements of Switchback as of and for the six months ended June 30, 2021 and the audited financial statements for the period from October 7, 2020 (inception) through December 31, 2020 are set forth in the Proxy Statement/Prospectus beginning on page F-45 and are incorporated herein by reference.

(b) *Pro forma financial information.*

The unaudited pro forma condensed combined financial information of the Company as of and for the six months ended June 30, 2021 and for the year ended December 31, 2020 is set forth in Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference.

(d) *Exhibits*.

| Exhibit No. | Description |
|---|---|
| 3.1 | Amended and Restated Certificate of Incorporation of Bird Global, Inc. (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-8 (File No. 333-260893), filed with the SEC on November 9, 2021). |
| 3.2 | Amended and Restated Bylaws of Bird Global, Inc. (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-8 (File No. 333-260893), filed with the SEC on November 9, 2021). |
| 10.1* | Amended and Restated Registration Rights Agreement, dated November 4, 2021, by and among Bird Global, Inc., NGP Switchback II, LLC, and the other holders party thereto. |
| 10.2*† | Form of Indemnification Agreement. |
| 10.3† | Bird Global, Inc. 2021 Incentive Award Plan (incorporated by reference to Exhibit 99.4 to the Company's Registration Statement onForm S-8 (File No. 333-260893), filed with the SEC on November 9, 2021). |
| 10.4† | Form of Stock Option Grant Notice and Stock Option Agreement (under Bird Global, Inc. 2021 Incentive Award Plan) (incorporated by reference to Exhibit 99.5 to the Company's Registration Statement on Form S-8 (File No. 333-260893), filed with the SEC on November 9, 2021). |
| 10.5† | Form of SVP+ Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement (under Bird Global, Inc. 2021 Incentive Award Plan) (incorporated by reference to Exhibit 99.6 to the Company's Registration Statement on Form S-8 (File No. 333-260893), filed with the SEC on November 9, 2021). |
| 10.6† | Form of CEO Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement (under Bird Global, Inc. 2021 Incentive Award Plan) (incorporated by reference to Exhibit 99.7 to the Company's Registration Statement on Form S-8 (File No. 333-260893), filed with the SEC on November 9, 2021). |

| | |
|---|---|
| 10.7† | Form of Performance-Based Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement (Restricted Earnout Shares) (under Bird Global, Inc. 2021 Incentive Award Plan) (incorporated by reference to Exhibit 99.8 to the Company's Registration Statement on Form S-8 (File No. 333-260893), filed with the SEC on November 9, 2021). |
| 10.8† | Form of Performance-Based Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement (Management Award) (under Bird Global, Inc. 2021 Incentive Award Plan) (incorporated by reference to Exhibit 99.9 to the Company's Registration Statement on Form S-8 (File No. 333-260893), filed with the SEC on November 9, 2021). |
| 10.9† | Bird Global, Inc. 2021 Employee Stock Purchase Plan (incorporated by reference to Exhibit 99.10 to the Company's Registration Statement on Form S-8 (File No. 333-260893), filed with the SEC on November 9, 2021). |
| 1010† | Amended and Restated Bird Global, Inc. 2017 Stock Plan (incorporated by reference to Exhibit 99.1 to the Company's Registration Statement on Form S-8 (File No. 333-260893), filed with the SEC on November 9, 2021). |
| 10.11† | Form of Stock Option Agreement (under Amended and Restated Bird Global, Inc. 2017 Stock Plan) (incorporated by reference to Exhibit 10.19 to the Company's Registration Statement on Form S-4/A (File No. 333-256187), filed with the SEC on August 18, 2021). |
| 10.12† | Form of Restricted Stock Unit Agreement (under Amended and Restated Bird Global, Inc. 2017 Stock Plan) (incorporated by reference to Exhibit 10.20 to the Company's Registration Statement on Form S-4/A (File No. 333-256187), filed with the SEC on August 18, 2021). |
| 99.1* | Press Release, dated November 5, 2021. |
| 99.2* | Unaudited pro forma condensed combined financial information of Bird Global, Inc. as of and for the six months ended June 30, 2021 and for the year ended December 31, 2020. |

* Filed herewith.
† Indicates a management contract or compensatory plan.

**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: November 9, 2021

By: /s/ Yibo Ling
Name: Yibo Ling
Title: Chief Financial Officer

**Exhibit 10.1**

**AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT**

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of November 4, 2021, is made and entered into by and among Bird Global, Inc., a Delaware corporation (the "**Company**"), NGP Switchback II, LLC, a Delaware limited liability company (the "**Sponsor**"), and the undersigned parties listed under Switchback Holder and Bird Holder on Schedule A hereto (each such party, together with the Sponsor, and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 6.2 or Section 6.10 of this Agreement, a "**Holder**" and collectively the "**Holders**"). Except as otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings provided in the Business Combination Agreement (as defined below).

**RECITALS**

**WHEREAS**, on January 7, 2021, Switchback II Corporation, a Cayman Islands exempted company ("Switchback"), the Sponsor and certain other security holders named therein (the "**Existing Holders**") entered into that certain Registration Rights Agreement (the "**Existing Registration Rights Agreement**"), pursuant to which the Company granted the Sponsor and such other Existing Holders certain registration rights with respect to certain securities of the Company;

**WHEREAS**, on May 11, 2021, Switchback, Maverick Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Switchback ("**Merger Sub**"), Bird Rides, Inc., a Delaware corporation ("**Bird**"), and the Company entered into that certain Business Combination Agreement (the "**Business Combination Agreement**"), pursuant to which, among other things, Switchback will merge with and into the Company (the "**Domestication Merger**"), with the Company surviving the Domestication Merger, and following the Domestication Merger, Merger Sub will merge with and into Bird (the "**Acquisition Merger**"), with Bird surviving the Acquisition Merger as a wholly owned subsidiary of the Company (the "**Business Combination**");

**WHEREAS**, after the closing of the Business Combination (the "**Closing**"), the Holders (other than the Qualified Stockholders (as defined in the Amended and Restated Certificate of Incorporation of the Company dated November 4, 2021)) will own shares of the Company's Class A common stock, par value $0.0001 per share (the "**Class A Common Stock**"), the Qualified Stockholders will own shares of the Company's Class X common stock, par value $0.0001 per share (the "**Class X Common Stock**" and together with the Class A Common Stock, the "**Common Stock**"), and the Sponsor will own warrants to purchase 5,550,000 shares of Class A Common Stock (the "**Private Placement Warrants**"); and

**WHEREAS**, the Company and the Existing Holders desire to amend and restate the Existing Registration Rights Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement.

**NOW**, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I**
**DEFINITIONS**

1.1 **Definitions**. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"**Acquisition Merger**" shall have the meaning given in the Recitals hereto.

"**Additional Holder**" shall have the meaning given in Section 6.10.

"**Additional Holder Common Stock**" shall have the meaning given in Section 6.10.

"**Adverse Disclosure**" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or principal financial officer of the Company, after consultation with counsel to the Company, (a) would be required to be made in (i) any Registration Statement in order for the applicable Registration Statement not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any Prospectus in order for the applicable Prospectus not to include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (b) would not be required to be made at such time if the Registration Statement were not being filed, and (c) the Company has a bona fide business purpose for not making such information public.

"**Agreement**" shall have the meaning given in the Preamble.

"**Bird**" shall have the meaning given in the Recitals hereto.

"**Bird Holders**" shall mean the parties listed under Bird Holder on Schedule A hereto.

"**Blackout Period**" shall mean a broadly applicable and regularly scheduled period during which trading in the Company's securities would not be permitted under the Company's insider trading policy.

"**Block Trade**" shall have the meaning given to it in subsection 2.4.1.

"**Board**" shall mean the board of directors of the Company.

"**Business Combination**" shall have the meaning given in the Recitals hereto.

"**Business Combination Agreement**" shall have the meaning given in the Recitals hereto.

"**Class A Common Stock**" shall have the meaning given in the Recitals hereto.

"**Class X Common Stock**" shall have the meaning given in the Recitals hereto.

"**Closing**" shall have the meaning given in the Recitals hereto.

"**Commission**" shall mean the Securities and Exchange Commission.

"**Common Stock**" shall have the meaning given in the Recitals hereto.

"**Company**" shall have the meaning given in the Preamble.

"**Demanding Holder**" shall have the meaning given in subsection 2.1.5.

"**Domestication Merger**" shall have the meaning given in the Recitals hereto.

"**Effectiveness Period**" shall have the meaning given in subsection 3.1.1 of this Agreement.

"**Equity Award Shares**" shall mean shares of Common Stock issued upon the issuance, vesting, settlement or exercise of restricted stock, restricted stock units, stock options or other compensatory equity awards outstanding as of immediately following the Closing in respect of awards of Bird outstanding immediately prior to the Closing (excluding, for the avoidance of doubt, the Acquiror Warrants).

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"**Existing Holders**" shall have the meaning given in the Recitals hereto.

"**Existing Registration Rights Agreement**" shall have the meaning given in the Recitals hereto.

"**Financial Counterparty**" shall have the meaning given in subsection 3.1.10 of this Agreement.

"**Holder Indemnified Persons**" shall have the meaning given in subsection 4.1.1 of this Agreement.

"**Holder Information**" shall have the meaning given in subsection 4.1.2.

"**Holders**" shall have the meaning given in the Preamble.

"**Joinder**" shall have the meaning given in Section 6.10.

"**Lock-up**" shall have the meaning given in Section 5.1.

"**Lock-up Period**" shall mean the period beginning on the Acquisition Closing Date and ending on the earlier of the date that is one hundred-eighty (180) days after the Acquisition Closing Date; provided, that if (a) at least one hundred-twenty (120) days have elapsed since the Acquisition Closing Date and (B) the Lock-up Period is scheduled to end during a Blackout Period or within five Trading Days prior to a Blackout Period (such period, the "**Specified Period**"), the Lock-up Period shall end ten (10) Trading Days prior to the commencement of the Blackout Period (the "**Blackout-Related Release**"); provided that the Company shall announce the date of the expected Blackout-Related Release through a major news service, or on a Form8-K, at least two (2) Trading Days in advance of the Blackout-Related Release; and provided further that the

Blackout-Related Release shall not occur unless the Company shall have publicly released its earnings results for the quarterly period during which the Closing occurred. For the avoidance of doubt, in no event shall the Lock-up Period end earlier than one hundred-twenty (120) days after the Acquisition Closing Date pursuant to the Blackout-Related Release.

"**Lock-up Shares**" shall mean (i) the shares of Common Stock held by the Bird Holders immediately following the Closing (including, for the avoidance of doubt, the Earnout Shares but excluding shares of Common Stock acquired in the public market or pursuant to a transaction exempt from registration under the Securities Act pursuant to a subscription agreement where the issuance of common stock occurs on or after the Closing); (ii) the Equity Awards Shares and (iii) any equity securities of the Company that may be issued or distributed or be issuable with respect to the securities referred to in clauses (i) or (ii) by way of conversion, dividend, stock split or other distribution, merger, consolidation, exchange, recapitalization or reclassification or similar transaction; provided that, for clarity, shares of common stock issued in connection with the Private Placements shall not constitute Lock-up Shares.

"**Maximum Number of Securities**" shall have the meaning given in subsection 2.1.6 of this Agreement.

"**Merger Sub**" shall have the meaning given in the Recitals hereto.

"**Minimum Underwritten Offering Threshold**" shall have the meaning given in subsection 2.1.5.

"**Misstatement**" shall mean, in the case of a Registration Statement, an untrue statement of a material fact or an omission to state a material fact required to be stated therein, or necessary to make the statements therein not misleading, and in the case of a Prospectus, an untrue statement of a material fact or an omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

"**Other Coordinated Offering**" shall have the meaning given to it in subsection 2.4.1.

"**Permitted Transferees**" shall mean (a) prior to the expiration of the Lock-up Period, any person or entity to whom a Bird Holder is permitted to transfer Registrable Securities pursuant to Section 5.2 and (b) after the expiration of the Lock-up Period, any person or entity to whom a Bird Holder is permitted to transfer Registrable Securities.

"**Piggyback Registration**" shall have the meaning given in subsection 2.2.1 of this Agreement.

"**Private Placement Warrants**" shall have the meaning given in the Recitals hereto.

"**Pro Rata**" shall have the meaning given in subsection 2.1.6 of this Agreement.

"**Prospectus**" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"**Registrable Security**" shall mean (a) the Private Placement Warrants (including any shares of Common Stock issued or issuable upon the exercise of any such Private Placement Warrants), (b) any equity securities (including the shares of Common Stock issued or issuable upon the exercise of any such equity security) of the Company issuable upon conversion of any working capital loans in an amount up to $1,500,000 made to Switchback by a Holder, (c) any outstanding shares of Common Stock or any other equity security (including the shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company held by a Holder as of the date of this Agreement, (d) any Additional Holder Common Stock, (e) any shares of the Company issued or to be issued to any Holders in connection with the Business Combination and (f) any other equity security of the Company issued or issuable with respect to any such shares of Common Stock by way of a share capitalization or share sub-division or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; provided, however, that, as to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; or (D) such securities may be sold without registration pursuant to Rule 144 and Rule 145 (as applicable) promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) (but with no volume or other restrictions or limitations).

"**Registration**" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and any such registration statement having been declared effective by, or become effective pursuant to the rules promulgated by, the Commission.

"**Registration Expenses**" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc. and any national securities exchange on which the shares of Common Stock is then listed);

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration or Underwritten Offering;

(F) the fees and expenses incurred in connection with the listing of any Registrable Securities on each national securities exchange on which the shares of Common Stock is then listed;

(G) the fees and expenses incurred by the Company in connection with any Underwritten Offerings or other offering involving an Underwriter; and

(H) reasonable fees and expenses of one (1) legal counsel selected jointly by the majority-in-interest of Registrable Securities held by the Demanding Holders initiating an Underwritten Demand, the Requesting Holders participating in an Underwritten Offering and the Holders participating in a Piggyback Registration, as applicable.

"**Registration Statement**" shall mean any registration statement under the Securities Act that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement and all exhibits to and all material incorporated by reference in such registration statement.

"**Requesting Holder**" shall have the meaning given in subsection 2.1.5 of this Agreement.

"**Securities Act**" shall mean the Securities Act of 1933, as amended from time to time.

"**Shelf Registration**" shall have the meaning given in subsection 2.1.1 of this Agreement.

"**Sponsor**" shall have the meaning given in the Preamble.

"**Subsequent Shelf Registration Statement**" shall have the meaning given in subsection 2.1.3.

"**Switchback**" shall have the meaning given in the Recitals hereto.

"**Switchback Holders**" shall mean the parties listed under Switchback Holder on Schedule A hereto.

"**Transfer**" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

"**Trading Day**" means a day on which the New York Stock Exchange and the Nasdaq Stock Market are open for the buying and selling of securities.

"**Underwriter**" shall mean a securities dealer who purchases any Registrable Securities as principal or as broker, placement agent or sales agent pursuant to a Registration and not as part of such dealer's market-making activities.

"**Underwritten Demand**" shall have the meaning given in subsection 2.1.5 of this Agreement.

"**Underwritten Offering**" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"**Withdrawal Notice**" shall have the meaning given in subsection 2.1.7.

## ARTICLE II
## REGISTRATIONS

2.1 **Registration**.

2.1.1 **Shelf Registration**. The Company agrees that, within twenty (20) business days after the consummation of the Business Combination, the Company will use its commercially reasonable efforts to file with the Commission (at the Company's sole cost and expense) a Registration Statement registering the resale or other disposition of the Registrable Securities (a "**Shelf Registration**"), which Shelf Registration may include shares of Common Stock that may be issuable upon exercise of outstanding warrants, or shares that may have been purchased in any private placement that was consummated at the same time as the Closing.

2.1.2 **Effective Registration**. The Company shall use its commercially reasonable efforts to cause such Registration Statement to become effective by the Commission as soon as reasonably practicable after the initial filing of the Registration Statement. Subject to the limitations contained in this Agreement, the Company shall effect any Shelf Registration on such appropriate registration form of the Commission (a) as shall be selected by the Company and (b) as shall permit the resale or other disposition of the Registrable Securities by the Holders. If at any time a Registration Statement filed with the Commission pursuant to subsection 2.1.1 is effective and a Holder provides written notice to the Company that it intends to effect an offering of all or part of the Registrable Securities included on such Registration Statement, the Company will use its commercially reasonable efforts to amend or supplement such Registration Statement as may be necessary in order to enable such offering to take place in accordance with the terms of this Agreement.

2.1.3 **Subsequent Shelf Registration**. If any Registration Statement ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Registration Statement to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Registration Statement), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend

such Registration Statement in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Registration Statement or file an additional Registration Statement as a Shelf Registration (a "**Subsequent Shelf Registration Statement**") registering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing), and pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. If a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration Statement continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration Statement shall be a Registration Statement on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form. The Company's obligation under this subsection 2.1.3, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.4 **Additional Registrable Securities**. Subject to Section 3.4, in the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request of the Sponsor or a Holder, shall promptly use its commercially reasonable efforts to cause the resale of such Registrable Securities to be covered, at the Company's option, by any then available Registration Statement (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration Statement and cause the same to become effective as soon as practicable after such filing and such Registration Statement or Subsequent Shelf Registration Statement shall be subject to the terms hereof; provided, however, that the Company shall only be required to cause such Registrable Securities to be so covered twice per calendar year for each of the Sponsor and the Holders.

2.1.5 **Underwritten Offering**. Subject to the provisions of subsection 2.1.6 and Section 2.5 of this Agreement, the Sponsor, a Holder or group of Holders (any of the Sponsor, Holder or group of Holders being in such case, a "**Demanding Holder**") may make a written demand for an Underwritten Offering pursuant to a Registration Statement filed with the Commission in accordance with subsection 2.1.1 of this Agreement (an "**Underwritten Demand**"); provided, that the Company shall only be obligated to effect an Underwritten Offering if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder, either individually or together with other Demanding Holders, with a total offering price reasonably expected to exceed, in the aggregate, $40 million (the "**Minimum Underwritten Offering Threshold**"). The Demanding Holder shall have the responsibility to engage an underwriter(s), which shall be reasonably acceptable to the Company, and the Company shall have no responsibility for engaging any underwriter(s) for an Underwritten Offering. The Company shall, within five (5) business days of the Company's receipt of the Underwritten Demand, notify, in writing, all other Holders of such demand, and each Holder who thereafter requests to include all or a portion of such Holder's Registrable Securities in such Underwritten Offering pursuant to such Underwritten Demand (each such Holder, a "**Requesting Holder**") shall so notify the

Company, in writing, within two (2) days (one (1) day if such offering is an overnight or bought Underwritten Offering) after the receipt by such Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder(s), such Requesting Holder(s) shall be entitled to have their Registrable Securities included in such Underwritten Offering pursuant to such Underwritten Demand. In such event, the right of any Holder or Requesting Holder to registration pursuant to this subsection 2.1.5, shall be conditioned upon such Holder's or Requesting Holder's participation in such underwriting and the inclusion of such Holder's or Requesting Holder's Registrable Securities in the underwriting to the extent provided herein. All such Holders or Requesting Holders proposing to distribute their Registrable Securities through such Underwritten Offering under this subsection 2.1.5 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Demanding Holders initiating such Underwritten Offering. Notwithstanding the foregoing, the Company is not obligated to effect more than an aggregate of three (3) Underwritten Offerings demanded by the Bird Holders and an aggregate of three (3) Underwritten Offerings demanded by the Switchback Holders pursuant to this subsection 2.1.5 and is not obligated to effect an Underwritten Offering pursuant to this subsection 2.1.5 within ninety (90) days after the closing of an Underwritten Offering.

2.1.6 **Reduction of Underwritten Offering**. If the managing Underwriter or Underwriters in an Underwritten Offering, pursuant to an Underwritten Demand, in good faith, advises or advise the Company, the Demanding Holders, the Requesting Holders and other persons or entities holding Registrable Securities or other equity securities of the Company that were requested to be included in such Underwritten Offering, taken together with all other shares of Common Stock or other securities which the Company desires to sell and the shares of Common Stock or other securities, if any, as to which registration has been requested pursuant to written contractual piggyback registration rights held by other equity holders of the Company who desire to sell (if any) that the dollar amount or number of Registrable Securities or other equity securities of the Company requested to be included in such Underwritten Offering exceeds the maximum dollar amount or maximum number of equity securities of the Company that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "**Maximum Number of Securities**"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders (pro rata based on the respective number of Registrable Securities that each Demanding Holder has requested be included in such Underwritten Offering, regardless of the number of shares held by each such person and the aggregate number of Registrable Securities that the Demanding Holders have requested be included in such Underwritten Offering (such proportion is referred to herein as "**Pro Rata**")) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities of the Requesting Holders, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the shares of Common Stock or other equity securities of the Company that the Company desires to sell and that can be sold without exceeding the Maximum Number of Securities; and (iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the shares of Common Stock or other equity securities of the Company held by other persons or entities that the Company is obligated to include pursuant to separate written contractual arrangements with such persons or entities and that can be sold without exceeding the Maximum Number of Securities.

2.1.7 **Withdrawal**. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Offering, a majority-in-interest of the Demanding Holders initiating an Underwritten Offering shall have the right to withdraw from such Underwritten Offering for any or no reason whatsoever upon written notification (a "**Withdrawal Notice**") to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Offering; provided that the Sponsor or a Holder may elect to have the Company continue an Underwritten Offering if the Minimum Underwritten Offering Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Offering by the Sponsor, the Holders or any of their respective Permitted Transferees, as applicable. If withdrawn, a demand for an Underwritten Offering shall constitute a demand for an Underwritten Offering by the withdrawing Demanding Holder for purposes of subsection 2.1.6, unless either (i) such Demanding Holder has not previously withdrawn any Underwritten Offering or (ii) such Demanding Holder reimburses the Company for all Registration Expenses with respect to such Underwritten Offer (or, if there is more than one Demanding Holder, a pro rata portion of such Registration Expenses based on the respective number of Registrable Securities that each Demanding Holder has requested be included in such Underwritten Offering); provided that, if the Sponsor or a Holder elects to continue an Underwritten Offering pursuant to the proviso in the immediately preceding sentence, such Underwritten Offering shall instead count as an Underwritten Offering demanded by the Sponsor or such Holder, as applicable, for purposes of subsection 2.1.6. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Underwritten Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with an Underwritten Offering prior to its withdrawal under this subsection 2.1.7, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this subsection 2.1.7.

2.2 **Piggyback Registration**.

2.2.1 **Piggyback Rights**. Subject to the provisions of subsection 2.2.2 and Section 2.5 hereof, if, at any time on or after the date the Company consummates a Business Combination, the Company proposes to consummate an Underwritten Offering for its own account or for the account of stockholders of the Company, then the Company shall give written notice of such proposed action to all of the Holders as soon as practicable, which notice shall (x) describe the amount and type of securities to be included, the intended method(s) of distribution and the name of the proposed managing Underwriter or Underwriters, if any, and (y) offer to all of the Holders the opportunity to include such number of Registrable Securities as such Holders may request in writing within two (2) days (unless such offering is an overnight or bought Underwritten Offering, then one (1) day), in each case after receipt of such written notice (such Registration a "**Piggyback Registration**"). The Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included

in a Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such Piggyback Registration and to permit the resale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to include Registrable Securities in an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company.

2.2.2 **Reduction of Piggyback Registration**. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of equity securities of the Company that the Company desires to sell, taken together with (i) the shares of equity securities of the Company, if any, as to which the Underwritten Offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which a Piggyback Registration has been requested pursuant to Section 2.2 of this Agreement and (iii) the shares of equity securities of the Company, if any, as to which inclusion in the Underwritten Offering has been requested pursuant to separate written contractual piggyback registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

(a) If the Underwritten Offering is undertaken for the Company's account, the Company shall include in any such Underwritten Offering (A) first, the shares of Common Stock or other equity securities of the Company that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders requesting a Piggyback Registration pursuant to subsection 2.2.1 of this Agreement, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities of the Company, if any, as to which inclusion in the Underwritten Offering has been requested pursuant to written contractual piggyback registration rights of other stockholders of the Company, which can be sold without exceeding the Maximum Number of Securities;

(b) If the Underwritten Offering is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Underwritten Offering (A) first, the shares of Common Stock or other equity securities of the Company, if any, of such requesting persons or entities, other than the Holders, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders requesting a Piggyback Registration pursuant to subsection 2.2.1 of this Agreement, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities of the Company that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B), and (C), the shares of Common Stock or other equity securities of the Company for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities; or

(c) If the Underwritten Offering is pursuant to a request by Holder(s) of Registrable Securities pursuant to Section 2.1 hereof, then the Company shall include in any such Registration or registered offering securities in the priority set forth in subsection 2.1.6.

2.2.3 **Piggyback Registration Withdrawal**. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Offering, and related obligations, shall be governed by subsection 2.1.7) shall have the right to withdraw from a Piggyback Registration upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the commencement of the Underwritten Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3. The Company (whether on its own good faith determination or as a result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw an Underwritten Offering undertaken for the Company's account at any time prior to the effectiveness of such Registration Statement.

2.2.4 **Unlimited Piggyback Registration Rights**. For purposes of clarity, subject to subsection 2.1.7, any Piggyback Registration or Underwritten Offering effected pursuant to Section 2.2 of this Agreement shall not be counted as an Underwritten Offering pursuant to an Underwritten Demand effected under Section 2.1 of this Agreement.

2.3 **Market Stand-off**. In connection with any Underwritten Offering of equity securities of the Company (other than a Block Trade or Other Coordinated Offering), if requested by the managing Underwriters, each Holder of Registrable Securities in excess of five percent (5%) of the outstanding Common Stock that participates and sells Registrable Securities in such Underwritten Offering (and for which it is customary for such a Holder to agree to a lock-up) agrees that it shall not Transfer any shares of Common Stock or other equity securities of the Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the sixty (60)-day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree by written consent. Each such Holder that participates and sells Registrable Securities in such Underwritten Offering agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders that execute a lock-up agreement).

2.4 **Block Trades Other Coordinated Offerings**.

2.4.1 Notwithstanding any other provision of this Article II, but subject to Section 3.4, at any time and from time to time when an effective Registration Statement is on file with the Commission, if a Demanding Holder wishes to engage in (a) an underwritten registered offering not involving a "roadshow," an offer commonly known as a "block trade" (a "**Block Trade**") or (b) an "at the market" or similar registered offering through a broker, sales agent or

distribution agent, whether as agent or principal, (an "**Other Coordinated Offering**"), in each case, with a total offering price reasonably expected to exceed, in the aggregate, either (x) $25 million or (y) all remaining Registrable Securities held by the Demanding Holder, then if such Demanding Holder requires any assistance from the Company pursuant to this Section 2.4, such Holder shall notify the Company of the Block Trade or Other Coordinated Offering at least five (5) business days prior to the day such offering is to commence and the Company shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; provided that the Demanding Holders representing a majority of the Registrable Securities wishing to engage in the Block Trade or Other Coordinated Offering shall use commercially reasonable efforts to work with the Company and any Underwriters or brokers, sales agents or placement agents (each, a "**Financial Counterparty**") prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade or Other Coordinated Offering.

2.4.2 Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, a majority-in interest of the Demanding Holders initiating such Block Trade or Other Coordinated Offering shall have the right to submit a Withdrawal Notice to the Company, the Underwriter or Underwriters (if any) and Financial Counterparty (if any) of their intention to withdraw from such Block Trade or Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinated Offering prior to its withdrawal under this subsection 2.4.2.

2.4.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 shall not apply to a Block Trade or Other Coordinated Offering initiated by a Demanding Holder pursuant to Section 2.4 of this Agreement.

2.4.4 The Demanding Holder in a Block Trade or Other Coordinated Offering shall have the right to select the Underwriters and Financial Counterparty (if any) for such Block Trade or Other Coordinated Offering (in each case, which shall consist of one or more reputable nationally recognized investment banks).

2.4.5 A Holder in the aggregate may demand no more than four (4) Block Trades or Other Coordinated Offerings pursuant to this Section 2.4 in any twelve (12) month period. For the avoidance of doubt, any Block Trade or Other Coordinated Offering effected pursuant to this Section 2.4 shall not be counted as a demand for an Underwritten Offering pursuant to subsection 2.1.5 hereof.

2.5 **Restrictions on Registration Rights**. If the Holders have requested an Underwritten Offering pursuant to an Underwritten Demand and in the good faith judgment of the Board such Underwritten Offering would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the undertaking of such Underwritten Offering at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board it would be seriously detrimental to the Company to undertake such Underwritten Offering in the near future and that it is therefore essential to defer the undertaking of such Underwritten Offering. In such event, the Company shall have the right to defer such offering for a period of not more than thirty (30) days; provided, however, that the Company shall not defer its obligations in this manner more than once in any twelve (12) month period.

**ARTICLE III**
**COMPANY PROCEDURES**

3.1 **General Procedures**. The Company shall use its commercially reasonable efforts to effect such Registration or Underwritten Offering to permit the resale or other disposition of such Registrable Securities in accordance with the intended plan of distribution thereof (and including all manners of distribution in such Registration Statement as Holders may reasonably request in connection with the filing of such Registration Statement and as permitted by law, including distribution of Registrable Securities to a Holder's members, securityholders or partners), and pursuant thereto the Company shall, as expeditiously as possible and to the extent applicable:

3.1.1 prepare and file with the Commission after the consummation of the Business Combination a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective in accordance with Section 2.1, including filing a replacement Registration Statement, if necessary, and remain effective until all Registrable Securities covered by such Registration Statement have been sold or are no longer outstanding (such period, the "**Effectiveness Period**");

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, (a) as may be reasonably requested by any Holder that holds at least five-percent (5%) of the Registrable Securities registered on such Registration Statement, any Underwriter or the Sponsor (provided that at the time of such request, the Sponsor holds at least 25% of the amount of outstanding shares of Common Stock of the Company that it held at the Closing), or (b) as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the plan of distribution provided by the Holders and as set forth in such Registration Statement or supplement to the Prospectus or are no longer outstanding;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration or Underwritten Offering, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus (including each preliminary Prospectus) and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or Underwritten Offering or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders; provided that the Company will not have any obligation to provide any document pursuant to this subsection 3.1.3 that is available on the Commission's EDGAR system;

3.1.4 prior to any Underwritten Offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each national securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement or Underwritten Offering;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 during the Effectiveness Period, furnish a conformed copy of each filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus or any document that is to be incorporated by reference into such Registration Statement or Prospectus, promptly after such filing of such documents with the Commission to each seller of such Registrable Securities or its counsel; provided that the Company will not have any obligation to provide any document pursuant to this subsection 3.1.8 that is available on the Commission's EDGAR system;

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 of this Agreement;

3.1.10 in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering, or sale by a Financial Counterparty pursuant to such Registration, permit a representative of the Holders (such representative to be selected by a majority of the Holders), the Underwriters or other financial institutions facilitating such Underwritten Offering, Block Trade, Other Coordinated Offering or other sale pursuant to such Registration, if any, and any attorney, consultant or accountant retained by such Holders or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement or the Prospectus, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, financial institution, attorney, consultant or accountant in connection with the Registration; provided, however, that such representatives or Underwriters or financial institutions agree to confidentiality arrangements in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11 obtain a comfort letter from the Company's independent registered public accountants in the event of an Underwritten Offering, a Block Trade or sale by a Financial Counterparty pursuant to such Registration (subject to such Financial Counterparty providing such certification or representation reasonably requested by the Company's independent registered public accountants and the Company's counsel), in customary form and covering such matters of the type customarily covered by comfort letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a Financial Counterparty pursuant to such Registration, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the Financial Counterparty, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders, Financial Counterparty or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to such participating Holders, Financial Counterparty or Underwriter;

3.1.13 in the event of an Underwritten Offering or a Block Trade, or an Other Coordinated Offering or sale by a Financial Counterparty pursuant to such Registration to which the Company has consented, to the extent reasonably requested by such Financial Counterparty in order to engage in such offering, allow the Financial Counterparty to conduct customary "underwriter's due diligence" with respect to the Company;

3.1.14 in the event of any Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a Financial Counterparty pursuant to such Registration, enter into and perform its obligations under an underwriting or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the Financial Counterparty of such offering or sale;

3.1.15 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

3.1.16 with respect to an Underwritten Offering pursuant to subsection 2.1.5 use its commercially reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

3.1.17 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter or Financial Counterparty if such Underwriter or Financial Counterparty has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter or Financial Counterparty, as applicable.

3.2 **Registration Expenses**. The Registration Expenses in respect of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all fees and expenses of any legal counsel representing the Holders.

3.3 **Requirements for Participation in Underwritten Offerings**. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that such information is necessary to effect the registration and such Holder continues thereafter to withhold such information. No person or entity may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

3.4 **Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights**

3.4.1 Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains or includes a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Registration Statement or Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Registration Statement or Prospectus may be resumed.

3.4.2 Subject to subsection 3.4.4, if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration or Underwritten Offering at any time would (a) require the Company to make an Adverse Disclosure, (b) require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, or (c) in the good faith judgment of the majority of the Board, be seriously detrimental to the Company and the majority of the Board concludes as a result that it is essential to defer such filing, initial effectiveness or continued use at such time, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time determined in good faith by the Company to be necessary for such purpose. Notwithstanding the foregoing, the Company may delay or suspend continued use of a Registration Statement or Prospectus in respect of a Registration or Underwritten Offering in order to file and make effective a post-effective amendment to such Registration Statement in connection with the filing of the Company's Annual Report on Form 10-K, and such suspension shall not be subject to the provisions of subsection 3.4.4. In the event the Company exercises its rights under the preceding sentences in this Section 3.4, the Holders agree to suspend, immediately upon their receipt of the notices referred to in this Section 3.4, their use of the Registration Statement or Prospectus in connection with any resale or other disposition of Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.4.3 Subject to subsection 3.4.4, (a) during the period starting with the date thirty (30) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date sixty (60) days after the effective date of, a Company-initiated Registration and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Registration Statement, or (b) if, pursuant to subsection 2.1.5, Holders have requested an Underwritten Offering and the Company and Holders are unable to obtain the commitment of underwriters to firmly underwrite such offering, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to subsection 2.1.5 or Section 2.4.

3.4.4 The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant to subsection 3.4.2 or a registered offering pursuant to subsection 3.4.3 shall be exercised by the Company on not more than two (2) occasions and, in the aggregate, for not more than sixty (60) consecutive calendar days or more than one hundred-twenty (120) total calendar days in each case, during any twelve (12)-month period.

3.5 **Reporting Obligations**. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to resell or otherwise dispose of shares of Registrable Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any customary legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

**ARTICLE IV**
**INDEMNIFICATION AND CONTRIBUTION**

4.1 **Indemnification**.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors, employees, advisors, agents, representatives, members and each person who controls such Holder (within the meaning of the Securities Act) (collectively, the "**Holder Indemnified Persons**") against all losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees and inclusive of all reasonable attorneys' fees arising out of the enforcement of each such persons' rights under this Section 4.1) resulting from any Misstatement or alleged Misstatement, except insofar as the same are caused by or contained or included in any information furnished in writing to the Company by or on behalf of such Holder Indemnified Person specifically for use therein.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "**Holder Information**") and, to the extent permitted by law, shall, severally and not jointly, indemnify the Company, its officers, directors, employees, advisors, agents, representatives and each person who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees and inclusive of all reasonable attorneys' fees arising out of the enforcement of each such persons' rights under this Section 4.1) resulting from any Misstatement or alleged Misstatement, but only to the extent that the same are made in reliance on and in conformity with information relating to the Holder so furnished in writing to the Company by or on behalf of such Holder specifically for use therein. In no event shall the liability of any selling Holder hereunder be greater in amount than the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement giving rise to such indemnification obligation.

4.1.3 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim or there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the

consent of the indemnified party, not to be unreasonably withheld or delayed, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, advisor, agent, representative, member or controlling person or entity of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 of this Agreement is held by a court of competent jurisdiction to be unavailable to an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall to the extent permitted by law contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by a court of law by reference to, among other things, whether the Misstatement or alleged Misstatement relates to information supplied by such indemnifying party or such indemnified party and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 of this Agreement, any reasonable legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

## ARTICLE V
## LOCK-UP

5.1 **Lock-up**. Subject to Section 5.2, the Bird Holders agree that they shall not Transfer anyLock-up Shares until the end of the Lock-up Period (the "**Lock-up**"). Notwithstanding the generality of the foregoing, the Lock-up restriction shall not apply to Transfers of shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock

pursuant to a broker-assisted sale, in either case, in order to satisfy applicable exercise price and/or tax withholding obligations that arise with respect to the Equity Award Shares; provided that, in each case, such Transfer is made in accordance with applicable law and is permitted pursuant to the terms and conditions of (a) the applicable equity incentive plan and any award agreement evidencing the Equity Award Shares and (b) any Company insider trading or other applicable policy.

5.2 **Permitted Transferees**. Notwithstanding the provisions set forth in Section 5.1, the Bird Holders or their respective Permitted Transferees may Transfer the Lockup Shares during the Lock-up Period (a) to (i) the Company's officers or directors, (ii) any affiliates or family members of the Company's officers or directors or (iii) the Holders or any direct or indirect partners, members or equity holders of the Holders, any affiliates of the Holders or any related investment funds or vehicles controlled or managed by such persons or entities or their respective affiliates; (b) in the case of an individual, by gift to a member of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person or entity, or to a charitable organization; (c) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, pursuant to a qualified domestic relations order; (e) by virtue of a Holder's organizational documents, upon dissolution of such Holder; (f) in connection with any bona fide mortgage, encumbrance or pledge to a financial institution in connection with any bona fide loan or debt transaction or enforcement thereunder, including foreclosure thereof; (g) to the Company; or (h) in connection with a liquidation, merger, stock exchange, reorganization, tender offer approved by the Board or a duly authorized committee thereof or other similar transaction which results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property subsequent to the Acquisition Closing Date; provided that in connection with any Transfer of such Lock-up Shares, the restrictions and obligations contained in Section 5.1 will continue to apply to such Lock-up Shares after any Transfer of such Lock-up Shares and such transferee shall continue to be bound by such restrictions and obligations for the balance of the Lock-up Period; provided further, however, that in the case of clauses (a) through (e) these permitted transferees must enter into a written agreement with the Company agreeing to be bound by the transfer restrictions in this Article V.

## ARTICLE VI
## MISCELLANEOUS

6.1 **Notices**. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service or sent by overnight mail via a reputable overnight carrier, in each case providing evidence of delivery or (iii) transmission by facsimile or email. Each notice or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third (3rd) business day following the date on which it is mailed, in the case of notices delivered by courier service, hand delivery, or overnight mail at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation, and in the case of notices delivered by facsimile or email, at such time as it is successfully transmitted to the addressee. Any notice or communication under this Agreement must be addressed, if to the

Company, to 406 Broadway Avenue, Suite 369, Santa Monica, CA 90401, or by email at: birdlegal@bird.co, or if to any Holder, to the address of such Holder as it appears in the applicable register for the Registrable Securities or such other address as may be designated in writing by such Holder (including on the signature pages hereto). Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 6.1.

6.2 **Assignment; No Third Party Beneficiaries**

6.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

6.2.2 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors.

6.2.3 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 6.2 of this Agreement.

6.2.4 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 6.1 of this Agreement and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 6.2 shall be null and void.

6.3 **Counterparts**. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

6.4 **Governing Law; Venue**. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION.

6.5 **Trial by Jury**. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

6.6 **Amendments and Modifications**. Upon the written consent of (i) the Company, (ii) the Holders of at least a majority in interest of the Registrable Securities held by the Holders at the time in question and (iii) the Sponsor (provided that at the time of such consent, the Sponsor holds at least 25% of the amount of outstanding shares of Common Stock of the Company that it held at the Closing), compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, (a) any amendment hereto or waiver hereof that adversely affects any Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of each such Holder so affected and (b) any amendment or waiver hereof that adversely affects the rights expressly granted to the Sponsor shall require the consent of the Sponsor. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

6.7 **Other Registration Rights**. The Company represents and warrants that no person, other than (a) a Holder, (b) the parties to those certain Subscription Agreements, dated as of May 11, 2021, by and between the Company and certain investors and (c) holders of the Company's warrants pursuant to that certain Warrant Agreement, dated as of January 7, 2021, by and between the Company and Continental Stock Transfer & Trust Company, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

6.8 **Term**. This Agreement shall terminate upon the earlier of (i) the fifth (5th) anniversary of the date of this Agreement and (ii) with respect to any Holder, the date as of which such Holder ceases to hold any Registrable Securities. The provisions of Article IV shall survive any termination.

6.9 **Holder Information**. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

6.10 **Additional Holders; Joinder**. In addition to persons or entities who may become Holders pursuant toSection 6.2 hereof, subject to the prior written consent of each of the Sponsor (so long as the Sponsor holds at least 25% of the amount of outstanding shares of Common Stock of the Company that it held at the Closing) and each Holder (in each case, so long as such Holder (other than the Sponsor) and its affiliates hold, in the aggregate, at least five percent (5%) of the outstanding shares of Common Stock of the Company), the Company may make any person or entity who acquires Common Stock or rights to acquire Common Stock after the date hereof a party to this Agreement (each such person or entity, an "**Additional Holder**") by obtaining an

executed joinder to this Agreement from such Additional Holder in the form of Exhibit A attached hereto (a "**Joinder**"). Such Joinder shall specify the rights and obligations of the applicable Additional Holder under this Agreement. Upon the execution and delivery and subject to the terms of a Joinder by such Additional Holder, the Common Stock of the Company then owned, or underlying any rights then owned, by such Additional Holder (the "**Additional Holder Common Stock**") shall be Registrable Securities to the extent provided herein and therein and such Additional Holder shall be a Holder under this Agreement with respect to such Additional Holder Common Stock.

6.11 **Severability**. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.12 **Entire Agreement; Restatement**. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Upon the Closing, the Existing Registration Rights Agreement shall no longer be of any force or effect.

[*Signature page follows.*]

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

**COMPANY:**

**BIRD GLOBAL, INC.**, a Delaware corporation

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

*[Signature Page to Amended and Restated Registration Rights Agreement]*

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

**SWITCHBACK HOLDERS:**

**NGP SWITCHBACK II, LLC**, a Delaware limited liability company

By: /s/ Jim Mutrie
Name: Jim Mutrie
Title: Co-Chief Executive Officer

/s/ Jim Mutrie
Jim Mutrie

/s/ Scott McNeill
Scott McNeill

/s/ Chris Carter
Chris Carter

/s/ Scott Gieselman
Scott Gieselman

/s/ Sam Stoutner
Sam Stoutner

/s/ Philip J. Deutch
Philip J. Deutch

/s/ Ray Kubis
Ray Kubis

/s/ Precious Williams Owodunni
Precious Williams Owodunni

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

**BIRD HOLDERS:**

**CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC**

By: /s/ Mathieu Provost
Name: Mathieu Provost
Title: Managing Director

By: /s/ Yvon Roy
Name: Yvon Roy
Title: Managing Director

*[Signature Page to Amended and Restated Registration Rights Agreement]*

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

**CRAFT VENTURES I-A, L.P.**

By: Craft Ventures GP I, LLC,
a Delaware limited liability company,
its General Partner

By: /s/ Mark Woolway
Name: Mark Woolway
Title: Chief Operating Officer

**CRAFT VENTURES I-B, L.P.**

By: Craft Ventures GP I, LLC,
a Delaware limited liability company,
its General Partner

By: /s/ Mark Woolway
Name: Mark Woolway
Title: Chief Operating Officer

**CRAFT VENTURES I, L.P.**

By: Craft Ventures GP I, LLC,
a Delaware limited liability company,
its General Partner

By: /s/ Mark Woolway
Name: Mark Woolway
Title: Chief Operating Officer

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

**GOLDCREST CAPITAL BIRD-B SPV, LLC**

By: Goldcrest Capital Bird-B SPV GP, LLC
Its: Managing Member

By: /s/ Daniel Friedland
Name: Daniel Friedland
Title: Managing Member

**GOLDCREST CAPITAL BIRD-C SPV, LLC**

By: Goldcrest Capital Bird-C SPV GP, LLC
Its: Managing Member

By: /s/ Daniel Friedland
Name: Daniel Friedland
Title: Managing Member

**GOLDCREST CAPITAL BIRD-C-1 SPV, LLC**

By: Goldcrest Capital Bird-C-1 SPV GP, LLC
Its: Managing Member

By: /s/ Daniel Friedland
Name: Daniel Friedland
Title: Managing Member

**GOLDCREST CAPITAL BIRD-D SPV, LLC**

By: Goldcrest Capital Bird-D SPV GP, LLC
Its: Managing Member

By: /s/ Daniel Friedland
Name: Daniel Friedland
Title: Managing Member

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

**GOLDCREST CAPITAL, LP**

By: Goldcrest Capital GP, LP
Its: General Partner
By: Goldcrest Capital GP, LLC
Its: General Partner

By: /s/ Daniel Friedland
Name: Daniel Friedland
Title: Managing Member

**GOLDCREST CAPITAL QP, LP**

By: Goldcrest Capital GP, LP
Its: General Partner
By: Goldcrest Capital GP, LLC
Its: General Partner

By: /s/ Daniel Friedland
Name: Daniel Friedland
Title: Managing Member

**GOLDCREST CAPITAL II-A, LP**

For itself and as nominee for
Goldcrest Capital II-B, LP and
Goldcrest Capital II-C, LP
By: Goldcrest Capital GP II, LLC
Its: General Partner

By: /s/ Daniel Friedland
Name: Daniel Friedland
Title: Managing Member

*[Signature Page to Amended and Restated Registration Rights Agreement]*

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

**SEQUOIA CAPITAL U.S. GROWTH FUND VII, L.P.**
**SEQUOIA CAPITAL U.S. GROWTH VII PRINCIPALS FUND, L.P.**
Each a Cayman Islands exempted limited partnership

By: SC U.S. GROWTH VII MANAGEMENT, L.P.,
a Cayman Islands exempted limited partnership
General Partner of Each
By: SC US (TTGP), LTD.,
a Cayman Islands exempted company, its General Partner

By: /s/ Roelof Botha
Name: Roelof Botha
Title: Authorized Signatory

**SEQUOIA CAPITAL U.S. GROWTH FUND VIII, L.P.**
for itself and as nominee

By: SC U.S. GROWTH VIII MANAGEMENT, L.P., a Cayman Islands exempted limited partnership, its General Partner
By: SC US (TTGP), LTD., a Cayman Islands exempted company, its General Partner

By: /s/ Roelof Botha
Name: Roelof Botha
Title: Authorized Signatory

*[Signature Page to Amended and Restated Registration Rights Agreement]*

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

**SEQUOIA GROVE II, LLC**

By: Sequoia Grove Manager, LLC
Title: Manager (Non-Member)

By: /s/ Roelof Botha
Name: Roelof Botha
Title: Authorized Signatory

**SEQUOIA GROVE UK, L.P.**

By: Sequoia Grove Manager, LLC
Title: General Partner

By: /s/ Roelof Botha
Name: Roelof Botha
Title: Authorized Signatory

*[Signature Page to Amended and Restated Registration Rights Agreement]*

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

TRAVIS VANDERZANDEN

/s/ Travis VanderZanden

*[Signature Page to Amended and Restated Registration Rights Agreement]*

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

**VALOR FUND V BIRD HOLDINGS, L.P.**

By: Valor Fund V Bird GP Holdings, LLC
Its: General Partner

By: /s/ Antonio J. Gracias
Name: Antonio J. Gracias
Title: Authorized Officer

**VALOR BIRD FUND V GRANT HOLDINGS LLC**

By: Valor Equity Partners V L.P.
Its: Managing Member
By: Valor Equity Associates V L.P.
Its: General Partner
By: Valor Equity Capital V LLC
Its: General Partner

By: /s/ Antonio J. Gracias
Name: Antonio J. Gracias
Title: Authorized Officer

**VALOR R&D SERIES LLC – SERIES EZ**

By: /s/ Antonio J. Gracias
Name: Antonio J. Gracias
Title: Authorized Officer

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

**VALOR R&D SERIES LLC – SERIES CP**

By: /s/ Antonio J. Gracias
Name: Antonio J. Gracias
Title: Authorized Officer

**VALOR R&D SERIES LLC – SERIES CY**

By: /s/ Antonio J. Gracias
Name: Antonio J. Gracias
Title: Authorized Officer

**VALOR BIRD HOLDINGS, LLC**

By: /s/ Antonio J. Gracias
Name: Antonio J. Gracias
Title: Authorized Officer

**VALOR BIRD FUND IV GRANT HOLDINGS LLC**

By: Valor Equity Partners IV L.P.
Its: Managing Member
By: Valor Equity Associates IV L.P.
Its: General Partner
By: Valor Equity Capital IV LLC
Its: General Partner

By: /s/ Antonio J. Gracias
Name: Antonio J. Gracias
Title: Authorized Officer

**SCHEDULE A**

**Switchback Holders**

1. NGP Switchback II, LLC
2. Jim Mutrie
3. Scott McNeill
4. Chris Carter
5. Scott Gieselman
6. Sam Stoutner
7. Philip J. Deutch
8. Ray Kubis
9. Precious Williams Owodunni

**Bird Holders**

10. Caisse De Dépôt Et Placement Du Québec
11. Craft Ventures I-A, L.P.
12. Craft Ventures I-B, L.P.
13. Craft Ventures I, L.P.
14. Goldcrest Capital Bird-B Spv, LLC
15. Goldcrest Capital Bird-C Spv, LLC
16. Goldcrest Capital Bird-C-1 Spv, LLC
17. Goldcrest Capital Bird-D Spv, LLC
18. Goldcrest Capital, LP
19. Goldcrest Capital QP, LP
20. Goldcrest Capital II-A, LP
21. Sequoia Capital U.S. Growth Fund VII, L.P.
22. Sequoia Capital U.S. Growth VII Principals Fund, L.P.
23. Sequoia Capital U.S. Growth Fund VIII, L.P.
24. Sequoia Grove II, LLC
25. Sequoia Grove UK, L.P.
26. Travis Vanderzanden
27. Valor Fund V Bird Holdings, L.P.
28. Valor Bird Fund V Grant Holdings LLC
29. Valor R&D Series LLC – Series EZ
30. Valor R&D Series LLC – Series CP
31. Valor R&D Series LLC – Series CY
32. Valor Bird Holdings, LLC
33. Valor Bird Fund Iv Grant Holdings LLC

*[Schedule A to Amended and Restated Registration Rights Agreement]*

**EXHIBIT A**
**REGISTRATION RIGHTS AGREEMENT JOINDER**

The undersigned is executing and delivering this joinder (this "***Joinder***") pursuant to the Amended and Restated Registration Rights Agreement, dated as of [_____], 2021 (as the same may hereafter be amended, the "***Registration Rights Agreement***"), among Bird Global, Inc., a Delaware corporation (the "***Company***"), and the other persons or entities named as parties therein. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Registration Rights Agreement.

By executing and delivering this Joinder to the Company, and upon acceptance hereof by the Company upon the execution of a counterpart hereof, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the Registration Rights Agreement as a Holder of Registrable Securities in the same manner as if the undersigned were an original signatory to the Registration Rights Agreement, and the undersigned's shares of Common Stock shall be included as Registrable Securities under the Registration Rights Agreement to the extent provided therein; provided, however, that the undersigned and its permitted assigns (if any) shall not have any rights as Holders, and the undersigned's (and its transferees') shares of Common Stock shall not be included as Registrable Securities, for purposes of the Excluded Sections.

For purposes of this Joinder, "***Excluded Sections***" shall mean [_____].

Accordingly, the undersigned has executed and delivered this Joinder as of the _____ day of _____, 20__.

_____
Signature of Stockholder

_____
Print Name of Stockholder
Its:

Address: _____

_____

_____

Agreed and Accepted as of
_____, 20__

**Bird Global, Inc.**

By: _____
Name:
Its:

**Exhibit 10.2**

**Bird Global, Inc.**

**Indemnification and Advancement Agreement**

This Indemnification and Advancement Agreement ("Agreement") is made as of November 4, 2021 by and between Bird Global, Inc., a Delaware corporation (the "Company"), and _____, a member of the Board of Directors (the "Board") or an officer of the Company ("Indemnitee"). This Agreement supersedes and replaces any and all agreements between the Indemnitee and the Company, to the extent covering the indemnification of such Indemnitee as a member of the Board or an officer of the Company.

**RECITALS**

WHEREAS, the Board believes that highly competent persons have become more reluctant to serve publicly-held corporations as directors, officers, or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification and advancement of expenses against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of such corporations;

WHEREAS, the Board has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Certificate of Incorporation of the Company (the "Certificate of Incorporation") and the bylaws of the Company (the "Bylaws") require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the "DGCL"). The Certificate of Incorporation, the Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification and advancement of expenses;

WHEREAS, the uncertainties relating to such insurance, to indemnification and to advancement of expenses may increase the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to hold harmless and indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the Bylaws and any resolutions adopted pursuant thereto, and is not a substitute therefor, nor diminishes or abrogates any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Certificate of Incorporation, the Bylaws, DGCL and insurance as adequate in the present circumstances, and may not be willing to serve or continue to serve as an officer or director without adequate additional protection, and the Company desires Indemnitee to serve or continue to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified and be advanced expenses.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Services to the Company. Indemnitee agrees or has agreed to serve as a director or officer of the Company. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law). This Agreement does not create any obligation on the Company to continue Indemnitee in such position and is not an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee.

Section 2. Definitions. As used in this Agreement:

(a) "Affiliate" shall have the meaning set forth in Rule 405 under the Securities Act of 1933, as amended (as in effect on the date hereof).

(b) "Agent" means any person who is or was a director, officer or employee of the Company or an Enterprise or other person authorized by the Company or an Enterprise to act for or represent the interests of the Company or an Enterprise, respectively.

(c) A "Change in Control" occurs upon the earliest to occur after the later of (i) the Closing and (ii) the date of this Agreement of any of the following events:

i. Acquisition of Stock by Third Party. Any Person (as defined below) other than a Designated Person, is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities, unless the change in relative beneficial ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

ii. Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(b)(i), 2(b)(iii) or 2(b)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, (the "Initial Board") cease for any reason to constitute at least a majority of the members of the Board (a "Board Change");

iii. Corporate Transactions. The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination, (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction: (1) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "Successor Entity")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and (2) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (2) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction;

iv. Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

v. Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

vi. For purposes of this Section 2(c), the following terms have the following meanings:

1 "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

2 "Person" has the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person excludes (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

3 "Beneficial Owner" has the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner excludes any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(d) "Closing" means the closing of the transactions contemplated by the Business Combination Agreement, dated May 11, 2021, by and among Switchback II Corporation, a Cayman Islands exempted company, Maverick Merger Sub Inc., a Delaware corporation and wholly owned direct subsidiary, Bird Rides, Inc., a Delaware corporation, and the Company.

(e) "Corporate Status" describes the status of a person who is or was acting as a director, officer, employee, fiduciary, or Agent of the Company or an Enterprise.

(f) "Designated Person" means Travis VanderZanden and his Affiliates and Related Parties.

(g) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(h) "Enterprise" means any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity for which Indemnitee is or was serving at the request of the Company as a director, officer, employee, fiduciary or Agent.

(i) "Expenses" shall be broadly construed and shall include, without limitation, all reasonable costs, disbursements or expenses incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a deponent or witness in, or otherwise participating in, a Proceeding (including all reasonable attorneys' fees, retainers, court costs, mediation fees, transcript costs, fees of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement and ERISA excise taxes and penalties). Expenses also include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 14(d) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. Expenses, however, do not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(j) "finally adjudged" or "final adjudication" means determined by a final (not interlocutory) judgment or other adjudication of a court or arbitration or administrative body of competent jurisdiction as to which there is no further right or option of appeal or the time within which an appeal must be filed has expired without such filing (and from which there is no further right of appeal).

(k) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements); or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" does not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel, regardless of the manner in which such Independent Counsel was selected.

(l) "Potential Change in Control" means the occurrence of any of the following events: (i) the Company enters into any written or oral agreement, undertaking or arrangement, the consummation of which would result in the occurrence of a Change in Control; (ii) any Person or the Company publicly announces an intention to take or consider taking actions which if consummated would constitute a Change in Control; (iii) any Person who becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing five percent (5%) or more of the combined voting power of the Company's then outstanding securities entitled to vote generally in the election of directors increases his or her beneficial ownership of such securities by five percent (5%) or more over the percentage so owned by such Person on the date hereof; or (iv) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

(m) "Proceeding" shall be broadly construed and mean any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, legislative, or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of Indemnitee's Corporate Status or by reason of any action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or failure to act) on Indemnitee's part while acting pursuant to Indemnitee's Corporate Status, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement. A Proceeding also includes a situation the Indemnitee believes in good faith may lead to or culminate in the institution of a Proceeding.

(n) "Related Party" means, with respect to any Person, (a) any controlling stockholder, controlling member, general partner, subsidiary, spouse or immediate family member (in the case of an individual) of such Person, (b) any estate, trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners or owners of which consist solely of Travis VanderZanden, and his Affiliates (other than the Company and its subsidiaries) and Related Parties and/or such other Persons referred to in the immediately preceding clause (a), or (c) any executor, administrator, trustee, manager, director or other similar fiduciary of Travis VanderZanden, acting solely in such capacity.

Section 3. Indemnity in Third-Party Proceedings. The Company will hold harmless and indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, the Company will hold harmless and indemnify Indemnitee to the fullest extent permitted by applicable law against all loss and liability suffered, Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein if (a) such Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and (b) in the case of a criminal Proceeding, such Indemnitee had no reasonable cause to believe that Indemnitee's conduct was unlawful.

Section 4. Indemnity in Proceedings by or in the Right of the Company. The Company will hold harmless and indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, the Company will hold harmless and indemnify Indemnitee to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Notwithstanding the foregoing, the Company will not hold harmless and indemnify Indemnitee for Expenses under this Section 4 related to any claim, issue or matter in a Proceeding for which Indemnitee has been finally adjudged by a court to be liable to the Company, unless, and only to the extent that, the Court of Chancery of the State of Delaware or any court in which the Proceeding was brought determines that such indemnification despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

Section 5. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law, the Company will hold harmless and indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with any Proceeding in which Indemnitee is successful, on the merits or otherwise. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company will hold harmless and indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section 5 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, will be deemed to be a successful result as to such claim, issue or matter.

Section 6. Indemnification For Expenses of a Witness. Notwithstanding any other provision of this Agreement and to the fullest extent permitted by the DGCL, the Company will hold harmless and indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with any Proceeding to which Indemnitee is not a party but to which Indemnitee, by reason of Indemnitee's Corporate Status, is a witness, deponent, interviewee, or otherwise asked to participate.

Section 7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company will hold harmless and indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

Section 8. Additional Indemnification. In addition to, and without regard to any limitations on, the indemnification provided for inSections 3, 4, 5, 6 and 7 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee to the fullest extent permitted by applicable law (including in connection with a Proceeding by or in the right of the Company).

Section 9. Exclusions. Notwithstanding any provision in this Agreement, the Company is not obligated under this Agreement to make any indemnification payment to Indemnitee in connection with any Proceeding:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except to the extent provided in Section 16(b), and except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as defined in Section 2(b) hereof) or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, if any, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act; or

(c) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Proceeding or part of any Proceeding is to enforce Indemnitee's rights to indemnification or advancement, of Expenses, including a Proceeding (or any part of any Proceeding) initiated pursuant to Section 14 of this Agreement, (ii) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

Section 10. Advances of Expenses.

(a) The Company will advance, to the fullest extent permitted by the DGCL, but subject to the terms of this Agreement, all Expenses incurred by Indemnitee or on behalf of Indemnitee in connection with any Proceeding (or any part of any Proceeding) not initiated by Indemnitee or any Proceeding (or any part of any Proceeding) initiated by Indemnitee if (i) the Proceeding or part of any Proceeding is to enforce Indemnitee's rights to obtain indemnification or advancement of Expenses from the Company or Enterprise, including a proceeding initiated pursuant to Section 14 or (ii) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation. The Company will advance the Expenses within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding.

(b) Advances will be unsecured and interest free. Indemnitee undertakes to repay the amounts advanced (without interest) to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company, thus Indemnitee qualifies for advances upon the execution of this Agreement and delivery to the Company. No other form of undertaking is required other than the execution of this Agreement. The Company will make advances without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement.

Section 11. Procedure for Notification of Claim for Indemnification or Advancement.

(a) Indemnitee will notify the Company in writing of any Proceeding with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof. Indemnitee will include in the written notification to the Company a description of the nature of the Proceeding and the allegations underlying the Proceeding and provide such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Proceeding. Indemnitee's failure to so notify the Company will not relieve the Company from any obligation it may have to Indemnitee under this Agreement, and any delay or defect in so notifying the Company will not constitute a waiver by Indemnitee of any rights under this Agreement. The Secretary of the Company will, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification or advancement.

(b) The Company will be entitled to participate in the Proceeding at its own expense, provided, that the Company will not be entitled to assume the defense of such Proceedings on Indemnitee's behalf without Indemnitee's prior written consent.

(c) The Company will not settle any Proceeding (in whole or in part) if such settlement would attribute to Indemnitee any admission of liability or impose any Expense, judgment, liability, fine, penalty or obligation or limitation on Indemnitee without Indemnitee's prior written consent, which shall not be unreasonably withheld.

Section 12. Procedure Upon Application for Indemnification.

(a) Unless a Change in Control has occurred, the determination of Indemnitee's entitlement to indemnification will be made:

i. by a majority vote of the Disinterested Directors, even though less than a quorum of the Board;

ii. by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board;

iii. if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by written opinion provided by Independent Counsel selected by the Board; or

iv. if so directed by the Board, by the stockholders of the Company.

(b) If a Change in Control has occurred, the determination of Indemnitee's entitlement to indemnification will be made by written opinion provided by Independent Counsel selected by Indemnitee (unless Indemnitee requests such selection be made by the Board).

(c) The party selecting Independent Counsel pursuant to subsection (a)(iii) or (b) of this Section 12 will provide written notice of the selection to the other party. The notified party may, within ten (10) days after receiving written notice of the selection of Independent Counsel, deliver to the selecting party a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection will set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected will act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Court of Chancery of the State of Delaware Court has determined that such objection is without merit. If, within thirty (30) days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 11(a) hereof and the final disposition of the Proceeding, Independent Counsel has not been selected or, if selected, any objection to has not been resolved, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware for the appointment as Independent Counsel of a person selected by such court or by such other person as such court designates. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel will be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(d) Indemnitee will cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. The Company will advance and pay any Expenses incurred by Indemnitee in so cooperating with the person, persons or entity making the indemnification determination irrespective of the determination as to Indemnitee's

entitlement to indemnification and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. The Company promptly will advise Indemnitee in writing of the determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied and providing a copy of any written opinion provided to the Board by Independent Counsel.

(e) If it is determined that Indemnitee is entitled to indemnification, the Company will make payment to Indemnitee within ten (10) days after such determination.

Section 13. Presumptions and Effect of Certain Proceedings.

(a) It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination will, to the fullest extent not prohibited by law, presume Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement, and the Company will, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, will be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the determination of the Indemnitee's entitlement to indemnification has not made pursuant to Section 12 within sixty (60) days after the later of (i) receipt by the Company of Indemnitee's request for indemnification pursuant to Section 11(a) and (ii) the final disposition of the Proceeding for which Indemnitee requested indemnification (the "Determination Period"), the requisite determination of entitlement to indemnification will, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee will be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law. The Determination Period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; and provided, further, the Determination Period may be extended an additional fifteen (15) days if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 12(a)(iv) of this Agreement.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee will be deemed to have acted in good faith if Indemnitee acted based on the records or books of account of the Company, its subsidiaries, or an Enterprise, including financial statements, or on information supplied to Indemnitee by the directors or officers of the Company, its subsidiaries, or an Enterprise in the course of their duties, or on the advice of legal counsel for the Company, its subsidiaries, or an Enterprise or on information or records given or reports made to the Company or an Enterprise by an independent certified public accountant or by an appraiser, financial advisor or other expert selected with reasonable care by or on behalf of the Company, its subsidiaries, or an Enterprise. Further, Indemnitee will be deemed to have acted in a manner "not opposed to the best interests of the Company," as referred to in this Agreement if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan. Whether or not the foregoing provisions of this Section 13(d) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion. The provisions of this Section 13(d) is not exclusive and does not limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Enterprise may not be imputed to Indemnitee for purposes of determining Indemnitee's right to indemnification under this Agreement.

Section 14. Remedies of Indemnitee.

(a) Indemnitee may commence litigation against the Company in the Court of Chancery of the State of Delaware to obtain indemnification or advancement of Expenses provided by this Agreement in the event that (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) the Company does not timely advance Expenses pursuant to Section 10 of this Agreement, (iii) the determination of entitlement to indemnification is not made pursuant to Section 12 of this Agreement within the Determination Period, (iv) the Company does not hold harmless and indemnify Indemnitee pursuant to Section 5 or 6 or the second to last sentence of Section 12(d) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) the Company does not hold harmless and indemnify Indemnitee pursuant to Section 3, 4, 7, or 8 of this Agreement within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, or (vi) in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, the Indemnitee the benefits provided or intended to be provided to the Indemnitee hereunder. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee must commence such Proceeding seeking an adjudication or an award in arbitration

within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such Proceeding pursuant to this Section 14(a); provided, however, that the foregoing clause does not apply in respect of a Proceeding brought by Indemnitee to enforce Indemnitee's rights under Section 5 of this Agreement. The Company will not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) If a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 will be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee may not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14, the Company will have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and will not introduce evidence of the determination made pursuant to Section 12 of this Agreement.

(c) If a determination is made pursuant to Section 12 of this Agreement that Indemnitee is entitled to indemnification, the Company will be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Company is, to the fullest extent not prohibited by law, precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and will stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement or to recover under any directors' and officers' liability insurance policy by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company, to the fullest extent permitted by law, will (within ten (10) days after receipt by the Company of a written request therefor) advance to Indemnitee such Expenses which are incurred by Indemnitee in connection with any action concerning this Agreement, Indemnitee's right to indemnification or advancement of Expenses from the Company, or concerning any directors' and officers' liability insurance policies maintained by the Company and will hold harmless and indemnify Indemnitee against any and all such Expenses, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, unless the court determines that each of the Indemnitee's claims in such Proceeding were made in bad faith or were frivolous.

Section 15. Establishment of Trust.

(a) In the event of a Potential Change in Control or a Change in Control, the Company will, upon written request by Indemnitee, create a trust for the benefit of Indemnitee (the "Trust") and from time to time upon written request of Indemnitee will fund such Trust in an amount sufficient to satisfy the reasonably anticipated indemnification and advancement obligations of the Company to the Indemnitee in connection with any Proceeding for which Indemnitee has demanded indemnification and/or advancement prior to the Potential Change in Control or Change in Control (the "Funding Obligation"). The trustee of the Trust (the "Trustee") will be a bank or trust company or other individual or entity chosen by the Indemnitee and reasonably acceptable to the Company. Nothing in this Section 15 relieves the Company of any of its obligations under this Agreement.

(b) The amount or amounts to be deposited in the Trust pursuant to the Funding Obligation will be determined by mutual agreement of the Indemnitee and the Company or, if the Company and the Indemnitee are unable to reach such an agreement, by Independent Counsel selected in accordance with Section 12(b) of this Agreement. The terms of the Trust will provide that, except upon the consent of both the Indemnitee and the Company, upon a Change in Control: (i) the Trust may not be revoked, or the principal thereof invaded, without the written consent of the Indemnitee; (ii) the Trustee will advance Expenses, to the fullest extent permitted by applicable law, within two (2) business days of a request by the Indemnitee; (iii) the Company will continue to fund the Trust in accordance with the Funding Obligation; (iv) the Trustee will promptly pay to the Indemnitee all amounts for which the Indemnitee is entitled to indemnification pursuant to this Agreement or otherwise; and (v) all unexpended funds in such Trust revert to the Company upon mutual agreement by the Indemnitee and the Company or, if the Indemnitee and the Company are unable to reach such an agreement, by Independent Counsel selected in accordance with Section 12(b) of this Agreement, that the Indemnitee has been fully indemnified under the terms of this Agreement. The terms of the Trust shall provide that New York law (without regard to its conflicts of laws rules) will govern the Trust and the Trustee will consent to the exclusive jurisdiction of Court of Chancery of the State of Delaware, in accordance with Section 25 of this Agreement.

Section 16. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The indemnification and advancement of Expenses provided by this Agreement are not exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. The indemnification and advancement of Expenses provided by this Agreement may not be limited or restricted by any amendment, alteration or repeal of the Certificate of Incorporation, the Bylaws or this Agreement in any way with respect to any action taken or omitted by Indemnitee in Indemnitee's Corporate Status occurring prior to any such amendment, alteration or repeal of this Agreement. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Certificate of Incorporation, the Bylaws, or this Agreement, it is the intent of the parties hereto that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy is cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, will not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of Expenses and/or insurance provided by one or more Persons with whom or which Indemnitee may be associated (including, without limitation, any Designated Person).

i. The Company hereby acknowledges and agrees:

1) the Company is the indemnitor of first resort with respect to any request for indemnification or advancement of Expenses made pursuant to this Agreement concerning any Proceeding arising from or related to Indemnitee's Corporate Status with the Company;

2) the Company is primarily liable for all indemnification and indemnification or advancement of Expenses obligations for any Proceeding arising from or related to Indemnitee's Corporate Status, whether created by law, organizational or constituent documents, contract (including this Agreement) or otherwise;

3) any obligation of any other Persons with whom or which Indemnitee may be associated (including, without limitation, any Designated Person) to hold harmless and indemnify Indemnitee and/or advance Expenses to Indemnitee in respect of any proceeding are secondary to the obligations of the Company's obligations;

4) the Company will hold harmless and indemnify Indemnitee and advance Expenses to Indemnitee hereunder to the fullest extent provided herein without regard to any rights Indemnitee may have against any other Person with whom or which Indemnitee may be associated (including any Designated Person) or insurer of any such Person; and

ii. the Company irrevocably waives, relinquishes and releases (A) any other Person with whom or which Indemnitee may be associated (including, without limitation, any Designated Person) from any claim of contribution, subrogation, reimbursement, exoneration or indemnification, or any other recovery of any kind in respect of amounts paid by the Company to Indemnitee pursuant to this Agreement and (B) any right to participate in any claim or remedy of Indemnitee against any Designated Person (or former Designated Person), whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Designated Person (or former Designated Person), directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right.

iii. In the event any other Person with whom or which Indemnitee may be associated (including, without limitation, any Designated Person) or their insurers advances or extinguishes any liability or loss for Indemnitee, the payor has a right of subrogation against the Company or its insurers for all amounts so paid which would otherwise be payable by the Company or its insurers under this Agreement, and the Company shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable such payor to bring suit to enforce such rights. The Company and the undersign agree that the such payor shall be a third-party beneficiary with respect to this Section 16(b)(iii), entitled to enforce this Section 16(b)(iii) as though such payor was a party to this Agreement. In no event will payment by any other Person

with whom or which Indemnitee may be associated (including, without limitation, any Designated Person) or their insurers affect the obligations of the Company hereunder or shift primary liability for the Company's obligation to hold harmless and indemnify or advance of Expenses to any other Person with whom or which Indemnitee may be associated (including, without limitation, any Designated Person).

iv. Any indemnification or advancement of Expenses provided by any other Person with whom or which Indemnitee may be associated (including, without limitation, any Designated Person) is specifically in excess over the Company's obligation to hold harmless and indemnify and advance Expenses or any valid and collectible insurance (including but not limited to any malpractice insurance or professional errors and omissions insurance) provided by the Company.

(c) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or Agents of the Enterprise, the Company will obtain a policy or policies covering Indemnitee to the maximum extent of the coverage available for any such director, officer, employee or Agent under such policy or policies, including coverage in the event the Company does not or cannot, for any reason, hold harmless and indemnify or advance Expenses to Indemnitee as required by this Agreement. If, at the time of the receipt of a notice of a claim pursuant to this Agreement, the Company has director and officer liability insurance in effect, the Company will give prompt notice of such claim or of the commencement of a Proceeding, as the case may be, to the insurers in accordance with the procedures set forth in the respective policies. The Company will thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies. Indemnitee agrees to make reasonable efforts to assist the Company's efforts to cause the insurers to pay such amounts.

(d) The Company has not entered into as of the date hereof, and following the date hereof shall not enter into, any indemnification agreement or similar arrangement, or amend any existing agreement or arrangement, with any existing or future director or officer of the Company that has the effect of establishing rights of indemnification and contribution benefiting such director or officer in a manner more favorable in any respect than the rights of indemnification and contribution established in favor of the Indemnitee by this Agreement, unless, in each such case, the Indemnitee is offered the opportunity to receive the rights of indemnification and contribution of such agreement or arrangement. All such agreements and arrangements shall be in writing.

Section 17. Duration of Agreement. This Agreement and the obligations of the Company hereunder continues until and terminates upon the later of: (a) ten (10) years after the date that Indemnitee ceases to serve as a director or officer of the Company or (b) one (1) year after the final adjudication or final termination by settlement of any Proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any Proceeding commenced by Indemnitee pursuant to Section 14 of this Agreement relating thereto. The indemnification and advancement of Expenses rights provided by or granted pursuant to this Agreement are binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the

Company), continue as to an Indemnitee who has ceased to be a director, officer, employee or Agent of the Company or of any other Enterprise, and inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives. The Company shall require and shall cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) of all or substantially all of the business or assets of the Company to, by written agreement, expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

Section 18. Severability. If any provision or provisions of this Agreement is held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) will not in any way be affected or impaired thereby and remain enforceable to the fullest extent permitted by law; (b) such provision or provisions will be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) will be construed so as to give effect to the intent manifested thereby.

Section 19. Interpretation. Any ambiguity in the terms of this Agreement will be resolved in favor of Indemnitee and in a manner to provide the maximum indemnification and advancement of Expenses permitted by law. The Company and Indemnitee intend that this Agreement provide to the fullest extent permitted by law for indemnification in excess of that expressly provided, without limitation, by the Certificate of Incorporation, the Bylaws, vote of the Company stockholders or Disinterested Directors, or applicable law.

Section 20. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve as a director or officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the Bylaws and applicable law, and is not a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 21. Modification and Waiver. No supplement, modification or amendment of this Agreement is binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement will be deemed or constitutes a waiver of any other provisions of this Agreement nor will any waiver constitute a continuing waiver.

Section 22. Notice by Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company does not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

Section 23. Notices. All notices, requests, demands and other communications under this Agreement will be in writing and will be deemed to have been duly given if (a) delivered by hand to the other party, (b) sent by reputable overnight courier to the other party or (c) sent by facsimile transmission or electronic mail, with receipt of oral confirmation that such communication has been received:

(a) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee provides to the Company.

(b) If to the Company to:

Bird Global, Inc.
406 Broadway, Suite 369
Santa Monica, California 90401
Attention: Legal Department
Telephone: (866) 205-2442

or to any other address as may have been furnished to Indemnitee by the Company.

Section 24. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, will contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and Agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 25. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties are governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or Proceeding arising out of or in connection with this Agreement may be brought only in the Court of Chancery of the State of Delaware and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware for purposes of any action or Proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or Proceeding in the Court of Chancery of the State of Delaware, and (iv) waive, and agree not to plead or to make, any claim that any such action or Proceeding brought in the Court of Chancery of the State of Delaware has been brought in an improper or inconvenient forum.

Section 26. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed to be an original but all of which together constitutes one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 27. Headings. The headings of this Agreement are inserted for convenience only and do not constitute part of this Agreement or affect the construction thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

BIRD GLOBAL, INC.

By: _____
Name:
Office:

INDEMNITEE

_____
Name:
Address: _____
_____
_____

**Exhibit 99.1**

**Bird and Switchback II Announce Closing of Business Combination**

*Combined Company, Bird Global, Inc., Trades on NYSE as "BRDS"*

(Los Angeles, CA & Dallas, TX) – November 5, 2021 – Bird Rides, Inc. ("Bird" or the "Company"), a leader in environmentally friendly electric transportation, today announced that it has completed its business combination with Switchback II Corporation (NYSE: SWBK; "Switchback II"), a publicly traded special purpose acquisition company. In connection with the closing of the business combination, the combined company, Bird Global, Inc. (NYSE: BRDS; "Bird Global"), received approximately $414 million in incremental liquidity through a combination of Switchback II cash in trust, the proceeds of the previously announced private placement, and availability under Bird's credit facility with Apollo Investment Corporation and MidCap Financial Trust, in each case before payment of fees and expenses related to the business combination. The business combination was approved on November 2, 2021 by Switchback II's shareholders at the extraordinary general meeting.

Travis VanderZanden, Bird Founder and CEO, said, "Today marks a significant milestone for Bird, all of our team members around the world, and eco-friendly transportation. I founded Bird over four years ago with a mission to provide environmentally friendly transportation for everyone. Since 2017, we have expanded our shared micro-mobility service to more than 350 cities globally and have introduced a fleet of retail and direct to consumer micro-electric vehicles. With the support of Switchback II and proceeds from this transaction, we are well positioned for continued growth and expansion of our mission."

Jim Mutrie and Scott McNeill, Co-Chief Executive Officers and Directors of Switchback II, said, "We were attracted to Bird for its market leadership position, experienced and innovative leadership team, and compelling business model, along with its identified levers for growth. We are pleased to have witnessed those initial impressions at work through the entirety of the business combination process and as the company continues to execute against and deliver exceptional financial and operational results. We look forward to continuing to support Bird as it furthers its mission and capitalizes on the significant addressable market in which it operates."

To celebrate the completion of the merger and Bird Global's public listing on the New York Stock Exchange (the "NYSE") under the trading symbol, "BRDS," members of Bird Global's leadership team will ring the Opening Bell at the NYSE on November 5, 2021. The Opening Bell will ring at 9:30 a.m. ET and interested parties may tune in to a live stream on the NYSE's website at: https://www.nyse.com/bell.

**Advisors**

Credit Suisse Securities (USA) LLC acted as exclusive financial and capital markets advisor to Bird. Goldman Sachs & Co. LLC acted as exclusive financial advisor to Switchback II. Latham & Watkins LLP acted as legal advisor to Bird and Vinson & Elkins L.L.P. acted as legal advisor to Switchback II.

**About Bird**

Bird is an electric vehicle company dedicated to bringing affordable, environmentally friendly transportation solutions such ase-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 over 350 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**

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.

**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 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, the Company disclaims 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. The Company cautions 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 Company's control. 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 different 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 Bird Global's periodic filings with the SEC and in the definitive proxy statement/prospectus filed by Bird Global. Bird Global's SEC filings are available publicly on the SEC's website at www.sec.gov.

**Investor Contact**
Andrew Tom
investor@bird.co

**Media Contact**
Terry Preston
BirdPR@icrinc.com

**Exhibit 99.2**

## UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

*Capitalized terms used, but not defined, below have the meaning provided elsewhere in this Current Report on Form 8-K and, if not defined in this Current Report on Form 8-K, as defined in the Proxy Statement/Prospectus. Unless the context otherwise requires, the "Company," "we," "us," or "our" refers to Bird Global, Inc. and its subsidiaries after the consummation of the Business Combination.*

The following unaudited pro forma condensed combined balance sheet as of June 30, 2021 and the unaudited pro forma condensed combined statements of operations for the year ended December 31, 2020 and six months ended June 30, 2021 present the combined financial information of Switchback and Bird, after giving effect to the Business Combination and related adjustments described in the accompanying notes.

The unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X, as amended by the final rule, Release 33 10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses." The following unaudited pro forma condensed combined statements of operations for the year ended December 31, 2020 and the six months ended June 30, 2021 give pro forma effect to the Business Combination as if it had occurred on January 1, 2020. The unaudited pro forma condensed combined balance sheet as of June 30, 2021 gives pro forma effect to the Business Combination as if it was completed on June 30, 2021.

The unaudited pro forma condensed combined financial information is based on and should be read in conjunction with the audited historical financial statements of each of Switchback and Bird and the related notes thereto as of and for the year ended December 31, 2020, the unaudited historical condensed financial statements of each of Switchback and Bird as of and for the six months ended June 30, 2021, the sections of the Proxy Statement/Prospectus entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Switchback*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Bird*," and the other financial information included in the Proxy Statement/Prospectus.

The unaudited pro forma condensed combined financial statements have been presented for illustrative purposes only and do not necessarily reflect what our financial condition or results of operations would have been had the Business Combination occurred on the dates indicated. Further, the unaudited pro forma condensed combined financial information may not be useful in predicting our future financial condition and results of operations. The actual financial position and results of operations may differ significantly from the pro forma amounts reflected herein due to a variety of factors. The unaudited pro forma adjustments represent management's estimates based on information available as of the date of these unaudited pro forma condensed combined financial statements and are subject to change as additional information becomes available and analyses are performed.

On May 11, 2021, Switchback entered into the Business Combination Agreement with Bird, under the terms of which, Bird and Switchback each created wholly owned subsidiaries, the Company and Merger Sub, respectively. Pursuant to the terms of the Business Combination Agreement, at the Domestication Merger, Switchback merged with the Company, with the Company remaining as the surviving entity, and Merger Sub became the Company's wholly owned subsidiary. Following the Domestication Merger, at the Acquisition Merger, Merger Sub merged with Bird, with Bird remaining as the surviving entity and a wholly owned subsidiary of the Company. After the Acquisition Closing Date, the Company is the surviving corporation and is referred to herein as "New Bird." The consideration provided or to be provided to Bird stockholders and Switchback shareholders in the Business Combination consisted entirely of Common Stock valued at $10.00 per share. Immediately following the closing of the Business Combination, New Bird began trading on the NYSE under the ticker symbol "BRDS." Bird is considered the accounting acquirer.

**UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET**
**AS OF JUNE 30, 2021**
**(in thousands, except number of shares amounts)**

| | Switchback (Historical) | Bird Historical | Pro Forma Adjustments | | Pro Forma Combined |
|---|---|---|---|---|---|
| **ASSETS** | | | | | |
| Cash and cash equivalents | $ 236 | $ 101,340 | $ 247,618 | **2(a)(d)(e)** | $ 349,194 |
| Restricted cash and cash equivalents - current | — | 21,411 | — | | 21,411 |
| Accounts receivable, net | — | 1,733 | — | | 1,733 |
| Inventory | — | 1,058 | — | | 1,058 |
| Prepaid expenses and other current assets | 784 | 18,463 | — | | 19,247 |
| Total Current Assets | **1,020** | **144,005** | **247,618** | | **392,643** |
| Property and equipment—net | — | 2,769 | — | | 2,769 |
| Vehicle deposits | — | 46,678 | — | | 46,678 |
| Vehicles, net | — | 100,882 | — | | 100,882 |
| Goodwill | — | 127,074 | — | | 127,074 |
| Restricted cash and cash equivalents - non current | — | — | — | | — |
| Other assets | — | 5,308 | — | | 5,308 |
| Cash held in trust account | 316,264 | — | (316,264) | **2(a)(d)** | — |
| **Total Assets** | **$ 317,284** | **$ 426,716** | **$ (68,646)** | | **$ 675,354** |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | | | | |
| Accounts payable | 29 | 7,730 | — | | 7,759 |
| Note payable - current | — | 9,920 | — | | 9,920 |
| Accrued expenses | 188 | 22,971 | — | | 23,159 |
| Deferred revenue | — | 44,364 | — | | 44,364 |
| Due to related party | 340 | — | (340) | **2(b)** | — |
| Other current liabilities | — | 10,357 | 9,377 | **2(c)** | 19,734 |
| **Total Current Liabilities** | **557** | **95,342** | **9,037** | | **104,936** |
| Deferred legal fees | 175 | — | (175) | | — |
| Derivative liability | — | 136,414 | (136,414) | **2(g)** | — |
| Other liabilities | — | 9,872 | 242,243 | **2(k)** | 252,115 |
| Switchback II and Private Placement Warrants | 18,203 | — | 1,500 | **2(a)** | 19,703 |
| Deferred underwriting commissions | 11,069 | — | (11,069) | **2(b)** | — |
| **Total Liabilities** | **30,004** | **241,628** | **105,122** | | **376,754** |
| **Commitments and Contingencies** | | | | | |
| Redeemable convertible senior preferred stock, $0.000001 par value, 37,500,000 shares authorized and 29,234,172 shares issued and outstanding as of June 30, 2021 | — | 127,467 | (127,467) | **2(g)** | — |
| Redeemable convertible prime preferred stock and exchanged common stock, $0.000001 par value, 154,060,656 shares authorized and 153,738,961 shares issued and outstanding as of June 30, 2021 | — | 1,044,282 | (1,044,282) | **2(g)** | — |
| Class A ordinary shares, $0.0001 par value, 28,227,952 shares subject to possible redemption at $10 per share | 282,280 | — | (282,280) | **2(a)(h)** | — |
| **Stockholders' Equity** | — | — | — | | — |
| (Bird) Founders convertible preferred stock, $0.000001 par value, 7,492,443 shares authorized and 4,540,177 shares issued and outstanding | — | — | — | | — |
| (Bird) Common stock, $0.000001 par value, 287,921,028 authorized and 61,929,594 shares outstanding | — | — | — | | — |
| Preference shares, $0.0001 par value, 500,000,000 shares authorized, none issued and outstanding | — | — | — | **2(e)(h)** | — |
| Class A ordinary shares, $0.0001 par value, 500,000,000 shares authorized, 3,397,048 shares issued and outstanding (excluding 28,227,952 subject to possible redemption) | — | — | — | | — |
| Class B ordinary shares, $0.0001 par value, 50,000,000 shares authorized, 7,906,250 shares issued and outstanding | 1 | — | (1) | **2(i)** | — |
| New Bird Class A Common Stock | — | — | 54 | **2(h)(g)(i)** | 54 |
| New Bird Class X Common Stock | — | — | 3 | **2(g)** | 3 |
| Additional paid-in capital | 7,075 | 87,517 | 1,315,464 | **2(l)** | 1,410,056 |
| Accumulated other comprehensive income (loss) | — | 11,415 | — | | 11,415 |
| Accumulated deficit | (2,076) | (1,085,593) | (35,259) | **2(c)(j)** | (1,122,928) |
| **Total Stockholders' Equity** | **5,000** | **(986,661)** | **1,280,261** | | **298,600** |
| **Total Liabilities, Redeemable Stock and Stockholders' Equity** | **$ 317,284** | **$ 426,716** | **$ (68,646)** | | **$ 675,354** |

**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS**
**FOR THE SIX MONTHS ENDED JUNE 30, 2021**
**(in thousands, except number of shares and per share amounts)**

| | Switchback (Historical) | Bird (Historical) | Pro Forma Adjustments | | Pro Forma Combined |
|---|---|---|---|---|---|
| **Revenues:** | | | | | |
| Sharing | $ — | $ 78,287 | $ — | | $ 78,287 |
| Product Sales | — | 7,427 | — | | 7,427 |
| **Total Revenues** | **—** | **85,714** | **—** | | **85,714** |
| Cost of Sharing, exclusive of depreciation | — | 43,729 | — | | 43,729 |
| Cost of product | — | 7,648 | — | | 7,648 |
| Depreciation on revenue earning vehicles | — | 16,558 | — | | 16,558 |
| **Gross Margin** | **—** | **17,779** | **—** | | **17,779** |
| Research and development | — | 13,292 | — | | 13,292 |
| Sales and marketing | — | 7,488 | — | | 7,488 |
| General and administration | 1,111 | 61,955 | 2,661 | **3(a)(b)** | 65,727 |
| Administrative expenses - related party | 113 | — | (113) | **3(a)** | — |
| **Total operating expenses** | **1,224** | **82,735** | **2,548** | | **86,507** |
| **Loss from operations** | **(1,224)** | **(64,956)** | **(2,548)** | | **(68,728)** |
| Interest expense | — | (4,686) | — | | (4,686) |
| Other income (expense), net | — | (50,114) | (831) | **3(a)** | (50,945) |
| Change in fair value of derivative warrant liabilities | 957 | — | (957) | **3(a)** | — |
| Financing costs - derivative warrant liabilities | (567) | — | 567 | **3(a)** | — |
| Loss upon issuance of private placement warrants | (1,221) | — | 1,221 | **3(a)** | — |
| Net gain from investments held in Trust Account | 14 | — | (14) | **3(c)** | — |
| **Income (loss) before income taxes** | **(2,041)** | **(119,756)** | **(2,562)** | | **(124,359)** |
| Provision for income taxes | — | 130 | — | | 130 |
| **Net Income (loss)** | **$ (2,041)** | **$ (119,886)** | **$ (2,562)** | | **$ (124,489)** |
| Adjustment to net loss attributable to common shareholders | — | (8,358) | — | | (8,358) |
| **Net loss attributable to common shareholders** | **$ (2,041)** | **$ (128,244)** | **$ (2,562)** | | **$ (132,847)** |
| **Net loss per Class A Ordinary Share - basic and diluted** | $ — | | | | |
| **Weighted average shares of Class A Ordinary Shares outstanding - basic and diluted** | 31,625,000 | | | | |
| **Net loss per Class B Ordinary Share - basic and diluted** | $ (0.26) | | | | |
| **Weighted average shares of Class B Ordinary Shares outstanding - basic and diluted** | 7,843,577 | | | | |
| **Net loss per share of Bird Common Stock - basic and diluted** | | $ (2.34) | | | |
| **Weighted average shares of outstanding of Bird Common Stock - basic and diluted** | | 54,701,454 | | | |
| **Net loss per share of New Bird Class A Common Stock - basic and diluted** | | | | | $ (0.49) |
| **Weighted average shares of New Bird Class A Common Stock outstanding - basic and diluted** | | | | | 237,769,148 |
| **Net loss per share of New Bird Class X Common Stock - basic and diluted** | | | | | $ (0.49) |
| **Weighted average shares of New Bird Class X Common Stock outstanding - basic and diluted** | | | | | 34,534,930 |

**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS**
**FOR THE YEAR ENDED DECEMBER 31, 2020**
**(in thousands, except number of shares and per share amounts)**

| | Switchback (Historical) | Bird (Historical) | Bird Preferred Conversion and Senior Preferred Financing | Switchback IPO | Combined | Pro Forma Adjustments | | Pro Forma Combined |
|---|---|---|---|---|---|---|---|---|
| **Revenues:** | | | | | | | | |
| Sharing | $ — | $ 79,941 | $ — | $ — | $ 79,941 | $ — | | $ 79,941 |
| Product Sales | — | 14,660 | — | — | 14,660 | — | | 14,660 |
| **Total Revenues** | **—** | **94,601** | **—** | **—** | **94,601** | **—** | | **94,601** |
| Cost of Sharing, exclusive of depreciation | — | 71,628 | — | — | 71,628 | — | | 71,628 |
| Cost of Product Sales | — | 22,716 | — | — | 22,716 | — | | 22,716 |
| Depreciation on revenue earning vehicles | — | 23,791 | — | — | 23,791 | — | | 23,791 |
| **Gross Margin** | **—** | **(23,534)** | **—** | **—** | **(23,534)** | **—** | | **(23,534)** |
| Tariff reimbursement | — | (24,986) | — | — | (24,986) | — | | (24,986) |
| Research and development | — | 34,376 | — | — | 34,376 | — | | 34,376 |
| Sales and marketing | — | 18,404 | — | — | 18,404 | — | | 18,404 |
| General and administration | 35 | 152,910 | — | — | 152,945 | 13,852 | **4(a)(c)** | 166,797 |
| **Total operating expenses** | **35** | **180,704** | **—** | **—** | **180,739** | **13,852** | | **194,591** |
| **Loss from operations** | **(35)** | **(204,238)** | **—** | **—** | **(204,273)** | **(13,852)** | | **(218,125)** |
| Interest expense | — | (6,844) | — | — | (6,844) | — | | (6,844) |
| Other income (expense), net | — | 2,634 | (11,260) | (1,240) | (9,866) | (1,927) | **4(b)** | (11,793) |
| Interest income | — | 282 | — | — | 282 | — | | 282 |
| **Income (loss) before income taxes** | **(35)** | **(208,166)** | **(11,260)** | **(1,240)** | **(220,701)** | **(15,779)** | | **(236,480)** |
| Provision for income taxes | — | 64 | — | — | 64 | — | | 64 |
| **Net Income (loss)** | **$ (35)** | **$ (208,230)** | **$ (11,260)** | **$ (1,240)** | **$ (220,765)** | **$ (15,779)** | | **$ (236,544)** |
| **Net loss per share attributable to common stockholders, basic and diluted** | $ (0.01) | $ (4.90) | $ — | $ — | $ (4.47) | $ — | | $ (0.87) |
| **Weighted-average shares used to compute net income (loss) per share attributable to common stockholders, basic and diluted** | 6,875,000 | 42,482,507 | — | — | 49,357,507 | — | | 272,304,078 |

## NOTES TO THE UNAUDITED PRO FORMA CONDENSED FINANCIAL INFORMATION

**Note 1—Description of the Business Combination**

On May 11, 2021, Switchback entered into the Business Combination Agreement with Bird, under the terms of which Switchback would acquire Bird through a series of transactions and New Bird would become a publicly listed entity. After giving effect to the Business Combination, New Bird owns, directly or indirectly, all of the issued and outstanding equity interests of Bird and its subsidiaries and Switchback's shareholders hold a portion of the Class A Common Stock.

In connection with consummation of the Business Combination, Switchback's Class A Ordinary Shares and Class B Ordinary Shares were converted into Class A Common Stock on a one-for-one basis. Each of the then-outstanding Switchback Warrants converted on a one-for-one basis into Warrants to acquire one share of the Company's Class A Common Stock. The Warrants are exercisable at any time commencing on January 12, 2022 (being the date that is the later of 30 days after the Acquisition Closing Date and 12 months from the closing of Switchback's IPO).

On the Acquisition Closing Date, each outstanding share of Bird Common Stock as of immediately prior to the effective time of the Business Combination (including each share of Bird Preferred Stock that converted on a one-for-one basis into shares of Bird Common Stock immediately prior to such time) was converted into New Bird Common Stock based on the Exchange Ratio, and each outstanding Bird Award was canceled and converted into New Bird awards based on the Exchange Ratio. New Bird's Common Stock includes both Class A Common Stock and Class X Common Stock. Class X Common Stock is held exclusively by Bird's founder and provides for 20 votes per share.

In connection with the execution of the Business Combination Agreement, Switchback entered into subscription agreements with the PIPE Investors, pursuant to which the PIPE Investors agreed to purchase, in the aggregate, 16,000,000 PIPE Shares at $10.00 per share for an aggregate commitment of $160.0 million in the PIPE Financing.

Subject to the terms and conditions set forth in the Business Combination Agreement, Bird's stockholders received aggregate consideration with a value equal to $2.4 billion, which consisted entirely of $2.4 billion in shares of Common Stock at the closing of the Business Combination, or 240.0 million shares based on an assumed stock price of $10.00 per share. Bird's stockholders and Bird Awards holders will receive contingent consideration of up to 30.0 million shares contingent upon achieving certain market-based share price thresholds within the Earnout Period. Bird stockholders and Bird Awards holders are also entitled to Earnout Consideration if a change of control occurs within the Earnout Period, and the implied per share value of consideration transferred in such change of control meets the aforementioned market-based share price thresholds. Earnout Consideration issuable to unvested Bird Award holders is considered a stock-based compensation award due to continued service requirements, and therefore will be accounted for as stock-based compensation (see further discussion in Note 6).

In connection with the Business Combination, holders of Switchback's Class B Ordinary Shares agreed to forfeit up to 1,976,563 Switchback Founder Earn Back Shares if certain market-based share price thresholds are not achieved within the Earnout Period. Holders of Class B Ordinary Shares are also entitled to Switchback Founder Earn Back Shares if a change of control occurs within the Earnout Period, and the implied per share value of consideration transferred in such change of control meets the aforementioned market-based share price thresholds.

The following summarizes the pro forma shares of Common Stock outstanding, excluding the potential dilutive effect of the Earnout Consideration, Switchback Founder Earn Back Shares, and exercise of warrants:

| | Shares | % |
|---|---|---|
| Switchback Public Shareholders | 10,374,821 | 3.8% |
| Switchback Founders | 5,929,688 | 2.2% |
| New Bird Class A Shareholders | 205,464,639 | 75.5% |
| New Bird Class X Shareholders | 34,534,930 | 12.7% |
| PIPE Investors | 16,000,000 | 5.8% |
| **Total Shares at Acquisition Closing (excluding unvested Bird Awards and earn out shares)** | **272,304,078** | **100%** |

***Accounting Treatment for the Business Combination***

The Business Combination is accounted for as a recapitalization, with no goodwill or other intangible assets recorded, in accordance with GAAP. Under this method of accounting, Switchback is treated as the "acquired" company for financial reporting purposes. Accordingly, for accounting purposes, the Business Combination is treated as the equivalent of Bird issuing stock for the net assets of Switchback, accompanied by a recapitalization. The net assets of Switchback are stated at historical cost, with no goodwill or other intangible assets recorded.

**Note 2—Transaction Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet**

The unaudited pro forma condensed combined financial information does not give effect to any anticipated synergies, operating efficiencies, tax savings, or cost savings that may be associated with the Business Combination. No tax adjustment has been computed for the pro forma New Bird financial results, as it expects to remain in a net loss position and maintain a full valuation allowance against its U.S. deferred tax assets. The pro forma transaction adjustments included in the unaudited pro forma condensed combined balance sheet as of June 30, 2021 are as follows:

(a) **Cash.** Reflects the impact of the Business Combination on the cash balance of New Bird. The table below represents the sources and uses of funds as it relates to the Business Combination (in thousands):

| **Cash reconciliation** | | |
|---|---|---|
| Bird historical cash balances | (i) | 101,340 |
| Switchback historical cash balances | (ii) | 236 |
| Switchback cash held in trust account | (iii) | 316,264 |
| Fees paid for deferred underwriting commissions and legal fees related to switchback IPO | (iv) | (11,244) |
| PIPE, net of transaction costs | (v) | 153,600 |
| Transaction accounting adjustment to cash due to redemptions | (vi) | (212,502) |
| Switchback cash from related party loan | (vii) | 1,500 |
| **Total excess cash to balance sheet from Business Combination** | (viii) | **349,194** |

(i) Represents the historical Bird cash and cash equivalents balance at June 30, 2021.
(ii) Represents the historical Switchback cash and cash equivalents balance at June 30, 2021.
(iii) Represents the amount of Switchback restricted investment and cash held in the Trust Account immediately prior to consummation of the Business Combination.
(iv) Represents payment of estimated Business Combination transaction costs, inclusive of $11.1 million of deferred underwriting commissions and $0.1 million of legal fees from Switchback's IPO payable upon consummation of the Business Combination.
(v) Represents the proceeds of $160.0 million from the issuance of PIPE Shares to the PIPE Investors, net of $6.4 million of issuance costs.
(vi) Represents the amount paid to Switchback's public shareholders who exercised redemption rights on 21,250,179 Class A Ordinary Shares.
(vii) Represents cash proceeds from additional related party loans issued to the Sponsor after June 30, 2021 that were converted into private placement warrants at the Domestication Merger.
(viii) The amount of excess cash of New Bird meets the required reserve of $160.0 million.

(b) **Presentation Alignment.** The following summary represents reclassifications to conform Switchback's financial information to financial statement line items and presentation of New Bird based on Bird's financial statement presentation:

*Switchback Balance Sheet Alignment Adjustments*

(i) Due to related party reclassified to other current liabilities

(ii) Deferred underwriting commissions and deferred legal fees reclassified to other liabilities.

(c) **Transaction Costs.** Represents an adjustment to reflect the accrual of additional estimated transaction costs incurred by Switchback and Bird after June 30, 2021 until the consummation of the Business Combination and results in a $9.0 million increase to other current liabilities. $0.4 million of the transaction costs were deemed to be incurred in conjunction with recognition of the liability-classified Switchback Warrants and is therefore reflected as a charge to accumulated deficit. The remaining $8.6 of transaction costs is recognized as a decrease to additional paid-in capital.

(d) **Cash Held in Trust.** Represents release of the restricted investments and cash held in the Trust Account upon consummation of the Business Combination to fund the closing of the Business Combination, net of settlement of deferred underwriting commissions and legal fees from Switchback's IPO (see Note 2(a)).

(e) **PIPE Funds.** Reflects the proceeds of $160,000,000 from the issuance of 16,000,000 PIPE Shares at $10.00 per share with par value of $0.0001 to the PIPE Investors, offset by the issuance costs of 4% of gross proceeds, or $6.4 million.

(f) **Earnout Consideration (No Service Requirement).** Reflects the fair value of the Earnout Consideration liability potentially issuable to Bird stockholders that is not subject to a continued service requirement. This portion of the Earnout Consideration is liability-classified due to failure to meet the equity classification criteria under ASC 815-40. The Earnout Consideration liability will be remeasured at fair value through net income (loss) at each reporting period subsequent to the closing of the Business Combination. For purposes of pro forma transaction adjustments, however, as subsequent fair value of the Earnout Consideration liability cannot be estimated at the closing date of the Business Combination, there will be no pro forma impact to the statement of operations related to the remeasurement of this Earnout Consideration liability. The total fair value of the Earnout Consideration liability is $235.9 million, of which $224.3 million has no service requirement and, therefore, is liability-classified pursuant to ASC 815-40.

(g) **Bird Equity Conversion and Business Combination Consideration.** The following table represents the impact of the Business Combination on stockholder's equity:

| | Shares Outstanding as of June 30, 2021 | Exercised Options after June 30, 2021 | Automatic Exercise and Conversion of Warrants and Bifurcated Embedded Derivatives (i) | Conversion of Preferred Shares (ii) | Bird Shares Outstanding Immediately Prior to Closing (iii) | New Bird Shares Issued to Bird Shareholders(iv) |
|---|---|---|---|---|---|---|
| Bird Senior Preferred Warrants and Bifurcated Embedded Derivatives Outstanding | 3,207,677 | — | (3,207,677) | — | — | — |
| Bird Senior Preferred Stock Outstanding | 29,234,172 | — | 3,207,677 | (32,441,849) | — | — |
| Prior Bird Preferred Stock and Exchanged Common Stock Outstanding | 158,279,138 | — | — | (158,279,138) | — | — |
| Bird Common Stock Outstanding | 61,997,762 | 545,240 | — | 210,315,135 | 272,858,137 | 239,999,569 |
| Bird Options and Bird RSU Awards Outstanding | 23,484,958 | (545,240) | — | — | 22,939,718 | 20,177,234 |
| **Total** | **276,203,707** | **—** | **—** | 19,594,148 | 295,797,855 | 260,176,803 |

(i) To reflect the automatic exercise and conversion of Bird Senior Preferred Warrants and bifurcated embedded derivatives of $136.4 million into 3,207,677 shares of Bird Senior Preferred Stock.

(ii) To reflect the conversion of Bird Preferred Stock and exchanged Bird Common Stock of $1,044.3 million into 158,279,138 shares of Bird Common Stock and $127.5 million of Bird Senior Preferred Stock into 32,441,849 shares of Bird Common Stock.

(iii) To reflect the $0.0001 par value impact on additional paid in capital pursuant to the 239,999,569 shares of Common Stock issued as consideration in the Business Combination. These amounts are based on an Exchange Ratio of approximately 0.880 at the effective time of the Business Combination.

(iv) Of the 239,999,569 shares of Common Stock outstanding, 205,464,639 shares are Class A Common Stock and 34,534,930 shares are Class X Common Stock.

(h) **Reclassification of Switchback Class A Ordinary Shares**. Reflects the reclassification of remaining Class A Ordinary Shares after redemption into Class A Common Stock and additional paid-in capital of $102.7 million, less the impact of reclassification of $32.9 million from permanent equity to temporary equity based on 3,397,098 redeemable Class A Ordinary Shares recorded in permanent equity at $9.70 per share (after allocation of $10.00 per share of proceeds from the IPO between Switchback's public warrants and Class A Ordinary Shares). The $32.9 million adjustment consists of a reclassification of additional paid-in capital of $7.1 million and accumulated deficit of $25.9 million to mezzanine equity-classified Class A Ordinary Shares.

(i) **Reclassification of Switchback Class B Ordinary Shares and Switchback Founder Earn Back Shares.** Reflects the reclassification of Switchback Founder Shares from Class B Ordinary Shares to Class A Common Stock at the Acquisition Closing Date and the reclassification of the par value and additional paid in capital related to the 25% of Class B Ordinary Shares that represent Switchback Founder Earn Back Shares into a liability at fair value of $17.9 million.

(j) **Issuance of Bird RSU Awards.** On April 2, 2021, July 12, 2021, and September 5, 2021, Bird issued 4.8 million, 0.7 million, and 0.3 million Bird RSU Awards, respectively, to certain employees under the 2017 Plan. Such Bird RSU Awards vest based on a combination of service and performance conditions between one and four years. Certain issued Bird RSU Awards met the performance vesting conditions either shortly prior to, or as of, the Acquisition Closing Date. Accordingly, this adjustment reflects $8.8 million credited to additional paid-in capital with an offset to accumulated deficit for Bird RSU Awards that were reflected as attributed compensation expense (see Note 4(c) below).

(k) **Other Liabilities.** The components of adjustments to other liabilities are as follows:

| | Footnote Reference | Pro Forma Adjustments |
|---|---|---|
| Presentational alignment of deferred underwriting commissions and deferred legal fees | **2(a)(iv), 2(b)(ii)** | 11,244 |
| Settlement of deferred underwriting commissions and deferred legal fees | **2(a)(iv), 2(b)(ii)** | (11,244) |
| Earnout Consideration | **2(f)** | 224,352 |
| Reclassification of Switchback Class B Ordinary Shares and Switchback Founder Earn Back Shares | **2(i)** | 17,891 |
| **Total Pro Forma Adjustments** | | **242,243** |

(l) **Additional Paid-In Capital.** The components of transaction adjustments to additional paid-in capital are as follows:

| | | Pro Forma Adjustments |
|---|---|---|
| Transaction costs | **2(c)** | $ (8,398) |
| PIPE Financing, comprising proceeds of $160.0 million, offset by issuance costs of $(6.4) million | **2(e)** | 153,598 |
| Earnout Consideration | **2(f)** | (224,352) |
| Equity consideration paid in the Business Combination, comprising exercise and conversion of Bird Senior Preferred Warrants and bifurcated embedded derivatives of $136.4 million, and conversion of Bird Preferred Stock and Bird Senior Preferred Stock of $1,044.3 million and $127.5 million, respectively | **2(g)(i), 2(g)(ii)** | 1,308,139 |
| Reclassification of Switchback Class A Ordinary Shares comprising reclassification of Switchback Class Ordinary Shares of $102.7 million offset by reclassification from permanent equity of $(7.1) million | **2(h)** | 95,611 |
| Reclassification of Switchback Class B Ordinary Shares and Switchback Founder Earn Back Shares | **2(i)** | (17,891) |
| Issuance of Bird RSU Awards | **2(j)** | 8,757 |
| **Total Pro Forma Adjustments** | | **1,315,464** |

**Note 3—Transaction Adjustments to Unaudited Pro Forma Condensed Combined Statement of Operations for the Six Months Ended June30, 2021**

**(a) Presentation Alignment.** The following summary represents reclassifications to conform Switchback's financial information to financial statement line items and presentation of New Bird based on Bird's financial statement presentation:

*Switchback Income Statement Alignment Adjustments*

(i) Administrative expenses—related party reclassified to general and administrative

(ii) Change in fair value of derivative warrant liabilities reclassified to other income (expense), net

(iii) Financing costs—derivative warrant liabilities reclassified to other income (expense), net

(iv) Loss upon issuance of private placement warrants reclassified to other income (expense), net

(b) **Earnout Consideration (Service Requirement).** Reflects one quarter of compensation expense recognized for the portion of Earnout Consideration subject to a service condition based on a grant date fair value of $11.6 million with a derived requisite service period of 2.27 years.

(c) **Elimination of Gain from Investments Held in Trust Account.** Reflects the elimination of investment income related to investments held in the Trust Account.

**Note 4—Transaction Adjustments to Unaudited Pro Forma Condensed Combined Statement of Operations for the Year Ended December 31, 2020**

The pro forma Business Combination adjustments included in the unaudited pro forma condensed combined statements of operations for the year ended December 31, 2020 are as follows:

(a) **Earnout Consideration (Service Requirement).** Reflects one year of compensation expense recognized for the portion of Earnout Consideration subject to a service condition based on a grant date fair value of $11.6 million with a derived requisite service period of 2.27 years.

(b) **Transaction Costs Associated with Warrants.** Reflects the pro rata allocation of transaction costs related to warrants.

(c) **Compensation Expense Associated with Bird RSU Awards.** On April 2, 2021, July 12, 2021, and September 5, 2021, Bird issued 4.8 million, 0.7 million, and 0.3 million Bird RSU Awards, respectively, to certain employees under the 2017 Plan. Such Bird RSU Awards vest based on a combination of service and performance conditions between one and four years. Certain issued Bird RSU Awards met the performance vesting conditions either shortly prior to, or as of, the Acquisition Closing Date. Accordingly, this adjustment reflects $8.8 million of compensation expense for Bird RSU Awards that vested upon the Acquisition Closing Date, as well as for attribution of compensation expense to granted but unvested Bird RSU Awards. Attribution was based on a $6.55, $8.11, and $8.44 per Bird RSU Award preliminary grant date fair value estimate, respectively, using a straight-line recognition method as an approximation of the accelerated method of compensation expense recognition.

**Note 5—Loss per Share**

Net loss per share is calculated by applying the two-class method and using the pro forma weighted-average Class A Common Stock and Class X Common Stock outstanding, and the issuance of additional shares in connection with the Business Combination, assuming the shares were outstanding since January 1, 2020. As the Business Combination is being reflected as if it had occurred at the beginning of the periods presented, the calculation of weighted-average shares outstanding for basic and diluted net loss per share assumes that the shares issued relating to the Business Combination have been outstanding for the entire periods presented.

| | Six Months Ended June 30, 2021 | |
|---|---|---|
| (in thousands, except share and per share data) | Class A Common Stock | Class X Common Stock |
| Pro forma net loss | $ (115,999) | $ (16,848) |
| Pro forma weighted average shares outstanding—basic and diluted | 237,769,148 | 34,534,930 |
| Pro forma net loss per share—basic and diluted | $ (0.49) | $ (0.49) |
| | $ — | $ — |
| **Pro forma weighted average shares outstanding—basic and diluted** | **$ —** | **$ —** |
| Switchback Public Shareholders | 10,374,821 | — |
| Switchback Founders | 5,929,688 | — |
| **Total Switchback** | **16,304,509** | **—** |
| Bird(1) | 205,464,639 | 34,534,930 |
| PIPE Investors | 16,000,000 | — |
| **Pro forma weighted average shares outstanding—basic and diluted(2)** | **237,769,148** | **34,534,930** |

| | Year Ended December 31, 2020 | |
|---|---|---|
| (in thousands, except share and per share data) | Class A Common Stock | Class X Common Stock |
| Pro forma net loss | $ (206,544) | $ (30,000) |
| Pro forma weighted average shares outstanding—basic and diluted | 237,769,148 | 34,534,930 |
| Pro forma net loss per share—basic and diluted | $ (0.87) | $ (0.87) |
| | **$ —** | **$ —** |
| **Pro forma weighted average shares outstanding—basic and diluted** | $ — | $ — |
| Switchback Public Shareholders | 10,374,821 | — |
| Switchback Founders | 5,929,688 | — |
| **Total Switchback** | **16,304,509** | **—** |
| Bird(1) | 205,464,639 | 34,534,930 |
| PIPE Investors | 16,000,000 | — |
| **Pro forma weighted average shares outstanding—basic and diluted(2)** | **237,769,148** | **34,.534,930** |

(1) Excludes 20.8 million shares of Common Stock that will be issued upon the occurrence of future events (*i.e.*, vesting of restricted stock or exercise of stock options). Total consideration to be issued to Bird stockholders is $2.4 billion, or 240.0 million shares ($10.00 per share price). The total number of shares issued included all issued and outstanding Bird Common Stock and Bird Preferred Stock. Accordingly, the weighted-average pro forma shares outstanding at closing excludes the portion of consideration shares that were unvested, unissued, and/or unexercised at the Acquisition Closing Date.

(2) For the purposes of applying the treasury stock method for calculating diluted earnings per share, it was assumed that all outstanding Bird Restricted Stock, Bird Options, Switchback Warrants, existing Bird Warrants, Bird's liability-classified earnout (not subject to a continued service requirement), Bird's equity-classified earnout (subject to a continued service requirement), and Switchback Founder Earn Back Shares are exchanged for Class A Common Stock. However, since this results in anti-dilution, the effect of such exchange was not included in the calculation of diluted loss per share. Shares underlying these instruments are as follows: (a) 20.8 million shares of Common Stock for outstanding restricted stock and stock options; (b) 12.9 million shares of Class A Common Stock underlying the Warrants; (c) 0.1 million shares of Class A Common Stock underlying Bird Warrants prior to consummation of the Business Combination; (d) 28.4 million shares of Class A Common Stock underlying Bird's liability-classified earnout; and (e) 2.0 million shares of Class A Common Stock underlying Switchback Founder Earn Back Shares. Class A Common Stock and Class X Common Stock issuable as Earnout Consideration is not included in the weighted average shares outstanding as the contingency to the Earnout Consideration getting issued has not yet been resolved at December 31, 2020 or June 30, 2021.

**Note 6—Earnout Shares**

The Earnout Consideration issuable to Bird stockholders and vested Bird Award holders, and the Switchback Founder Earn Back Shares, are expected to be accounted for as liability classified equity-linked instruments that are earned upon the achievement of certain triggering events. The preliminary estimated fair value of the Switchback Founder Earn Back Shares and the liability classified portion of the Earnout Consideration is $17.9 million and $224.4 million, respectively.

The Earnout Consideration issuable to unvested Bird Award holders is considered a stock-based compensation award due to the requirement that Bird Award holders must remain employed by New Bird in order not to forfeit such unvested Bird Awards and in order to be eligible to receive the Earnout Consideration. The preliminary grant date fair value estimate of the stock-based compensation portion of the Earnout Consideration is $11.6 million (see Note 3(b) and Note 4(a) for further discussion on pro forma impacts to the statements of operations).

The fair value of the Earnout Consideration and the Switchback Founder Earn Back Shares were determined using a Monte Carlo simulation valuation model using a distribution of potential outcomes on a monthly basis over the Earnout Period. The preliminary estimated fair value of the Switchback Founder Earn Back Shares and Earnout Consideration was determined using the most reliable information available to estimate current stock price, expected volatility, the risk-free interest rate, the expected term, and expected dividend yield.