

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

BLADE AIR MOBILITY, INC.

(Name of Issuer)

Class A Common Stock, \$0.0001 par value per share

(Title of Class of Securities)

092667104

(CUSIP Number)

RB Lift LLC
667 Madison Ave, 16th Floor
New York, NY 10065
Telephone: (212) 235-1000

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

January 10, 2023

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS: RB Lift LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 3,479,826 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER: 0

	10	SHARED DISPOSITIVE POWER: 3,479,826 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 3,479,826 ⁽¹⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 4.86% ⁽¹⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO	

(1) Please see Item 5.

2

1	NAMES OF REPORTING PERSONS: RB Gazelle Aviation LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 3,223,826 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 3,223,826 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 3,223,826 ⁽¹⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 4.50% ⁽¹⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO	

(1) Please see Item 5.

3

1	NAMES OF REPORTING PERSONS: RB KP Gazelle Co-Invest, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 96,000 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 96,000 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 96,000 ⁽¹⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0.13% ⁽¹⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO	

(1) Please see Item 5.

1	NAMES OF REPORTING PERSONS: RB KP Gazelle Co-Invest PA, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	

6	CITIZENSHIP OR PLACE OF ORGANIZATION: DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 160,000 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 160,000 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 160,000 ⁽¹⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0.22% ⁽¹⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN	

(1) Please see Item 5.

1	NAMES OF REPORTING PERSONS: RedBird Capital Partners LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 3,479,826 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 3,479,826 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 3,479,826 ⁽¹⁾	

12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 4.86% ⁽¹⁾
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO

(1) Please see Item 5.

6

1	NAMES OF REPORTING PERSONS: Gerald Cardinale	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: UNITED STATES	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 347,662
	8	SHARED VOTING POWER: 3,479,826 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER: 347,662
	10	SHARED DISPOSITIVE POWER: 3,479,826 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 3,827,488 ⁽¹⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 5.34% ⁽¹⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO	

(1) Please see Item 5.

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ITEM 1. SECURITY AND ISSUER.

This title of the class of equity security to which this statement on Schedule 13D relates is the Class A Common Stock, par value \$0.0001 per share (the **Common Stock**) of Blade Air Mobility, Inc., a Delaware corporation (the **Issuer**). The Issuer's principal executive offices are located at 55 Hudson Yards, 14th Floor, New York NY

ITEM 2. IDENTITY AND BACKGROUND.

(a)-(c), (f). This statement is being filed by (1) RB Lift LLC, a Delaware limited liability company ("**RB Lift**"), (2) RB Gazelle Aviation LLC, a Delaware limited liability company ("**Aviation**"), (3) RB KP Gazelle Co-Invest, LLC, a Delaware limited liability company ("**Co-Invest**"), (4) RB KP Gazelle Co-Invest PA, LLC, a Delaware limited liability company ("**Co-Invest PA**"), (5) RedBird Capital Partners LLC, a Delaware limited liability company ("**Capital Partners**") and (6) Gerald Cardinale, a citizen of the United States. RB Lift, Aviation, Co-Invest, Co-Invest PA, Capital Partners, and Mr. Cardinale are collectively referred to herein as the "**Reporting Persons**." The Reporting Persons are primarily involved in investment activities. The Reporting Persons have entered into a Joint Filing Agreement, a copy of which is filed with this Schedule 13D as Exhibit 1, pursuant to which the Reporting Persons have agreed to file this Schedule 13D jointly in accordance with the provisions of Rule 13d-1(k) under the Act.

Each of Aviation, Co-Invest, and Co-Invest PA are members of RB Lift. RB KP Gazelle Co-Invest Manager LLC ("**Gazelle Co-Invest Manager**") is the manager for both of Co-Invest and Co-Invest PA. Redbird Capital Partners Holdings LLC ("**Holdings**") is the sole member of Gazelle Co-Invest Manager. RB Gazelle Aggregator, LP ("**Gazelle Aggregator**") is the sole member of Aviation and RedBird Series 2019 GenPar LLC ("**GenPar**") is the general partner of Gazelle Aggregator. Capital Partners is the sole manager of GenPar and Holdings. Mr. Cardinale controls both of Holdings and Capital Partners, and as such has voting and investment discretion with respect to the reported securities directly held by RB Lift, in addition to the 347,662 shares of Common Stock held by Mr. Cardinale individually. The address of the principal business and office of each of the Reporting Persons is 667 Madison Avenue, 16th Floor, New York, NY 10065.

(d), (e). During the last five years, none of the Reporting Persons has (1) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (2) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The net investment costs (excluding commissions and other execution-related costs) of the shares of Common Stock purchased by the Reporting Persons is \$20,858,259. The source of these funds with respect to shares of Common Stock purchased by RB Lift was the working capital of the Reporting Persons and, with respect to shares of Common Stock purchased individually by Mr. Cardinale, was his personal funds.

ITEM 4. PURPOSE OF TRANSACTION.

The information set forth in Items 3 and 6 of this Schedule 13D is hereby incorporated by reference into this Item 4.

The Reporting Persons acquired the securities reported herein for investment purposes and intend to review their investments in the Issuer on a continuing basis. Depending on various factors, including but not limited to the Issuer's financial position and strategic direction, price levels of the Common Stock, conditions in the securities markets, various laws and regulations applicable to the Issuer and companies in its industry and the Reporting Persons' ownership in the Issuer, and general economic and industry conditions, the Reporting Persons may in the future take actions with respect to their investment in the Issuer as they deem appropriate, including changing their current intentions, with respect to any or all matters required to be disclosed in this Schedule 13D. Without limiting the foregoing, the Reporting Persons may, from time to time, acquire or cause affiliates to acquire additional shares of Common Stock or other securities of the Issuer (including any combination or derivative thereof), dispose, or cause affiliates to dispose, of some or all of their Common Stock or other securities of the Issuer or continue to hold, or cause affiliates to hold, Common Stock or other securities of the Issuer (or any combination or derivative thereof).

In addition, without limitation, the Reporting Persons have and intend to continue to engage from time to time in discussions with management or the board of directors of the Issuer about its business, operations, strategy, plans and prospects, and, in this regard, may seek representation on the board of directors. In addition, without limitation, the Reporting Persons may engage in discussions with management, the board of directors of the Issuer, stockholders or other security holders of the Issuer and other relevant parties or take other actions concerning any extraordinary corporate transaction (including, but not limited to, a merger, reorganization or liquidation), a sale or transfer of a material amount of assets, a change in the board of directors or management, a material change in the capitalization or dividend policies, other material changes in the Issuer's business or corporate structure, changes in the Issuer's charter, bylaws or other actions that may impede the acquisition of control, de-listing or de-registration of the Issuer, or similar actions.

Except as set forth herein, or as would occur upon completion of any of the matters discussed herein, the Reporting Persons and, to the best knowledge of the Reporting Persons, each of the other entities named in Item 2 above, have no present plans, proposals or intentions which would result in or relate to any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. Although the foregoing reflects activities presently contemplated by the Reporting Persons and each other entity named in Item 2 with respect to the Issuer, the foregoing is subject to change at any time.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a), (b). Items 7 through 11 and 13 of each of the cover pages of this Schedule 13D are incorporated herein by reference. Such information is based on 71,653,281 shares of Common Stock of the Issuer outstanding as of November 2, 2022, as reported in the Issuer's Form 10-Q filed with the SEC on November 10, 2022.

3,479,826 shares of Common Stock are directly held by RB Lift.

Aviation is a member of RB Lift and may be attributed beneficial ownership of 92.64% of the shares directly held by RB Lift. Gazelle Aggregator is the sole member of Aviation and GenPar is the general partner of Gazelle Aggregator.

Co-Invest and Co-Invest PA are members of RB Lift and may be attributed beneficial ownership of 2.76% and 4.60%, respectively, of the shares directly held by RB Lift. Gazelle Co-Invest Manager is the manager for both of Co-Invest and Co-Invest PA. Holdings is the sole member of Gazelle Co-Invest Manager.

Capital Partners is the sole manager of GenPar and Holdings. Mr. Cardinale controls both of Holdings and Capital Partners, and as such has voting and investment discretion with respect to the reported securities directly held by RB Lift, in addition to the 347,662 shares of Common Stock held by Mr. Cardinale individually.

This Schedule 13D shall not be deemed an admission that any of the Reporting Persons or any of Gazelle Aggregator, GenPar, Gazelle Co-Invest Manager or Holdings is the beneficial owner of the reported securities for purposes of Section 13(d) or for any other purposes.

(c) Transactions in the Issuer's securities by the Reporting Persons during the last sixty days are listed in Schedule I attached hereto.

(d) To the best knowledge of the Reporting Persons, no other person besides the Reporting Persons or the partners, members, affiliates or shareholders of the Reporting Persons, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Issuer reported herein.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Observation Rights Agreement and Observation Compliance Agreement

On January 13, 2023, the Issuer and RB Lift entered into an observation rights agreement (the "**Observation Rights Agreement**"), which provides that, for so long as RB Lift and its affiliates beneficially own at least 5.0% of the Common Stock, RB Lift may appoint a representative to act as a non-voting observer (the "**Observer**") to the Issuer's board of directors (the "**Board**") to attend all meetings of the Board and the audit committee in a non-voting observational capacity and receive copies of all notices, minutes, consents and other material that the Issuer provides to its directors; provided, however, that the Issuer may exclude the Observer from access to any meeting or material (or portion thereof) if the Issuer determines in good faith that access to such meeting or material would be reasonably likely to (i) result in a waiver of attorney-client privilege, (ii) adversely affect the Issuer under applicable regulations or laws or be in contravention of any agreement or arrangement with any governmental authority, or (iii) result in an actual or potential conflict of interest between the Issuer, on the one hand, and RB Lift, any of its affiliates or the Observer, on the other hand. RB Lift has initially appointed Andrew Lauck, the president of RB Lift, to act as Observer, and Mr. Lauck entered into an observation compliance agreement, dated as of January 13, 2023 (the "**Observation Compliance Agreement**"), with the Issuer, whereby Mr. Lauck undertook certain customary confidentiality obligations in connection with his observation privileges. The Observation Rights Agreement will terminate upon the earlier of: (a) RB Lift and its affiliates ceasing to beneficially own at least 5.0% of the Common Stock, (b) the Observer (or another nominee designated by RB Lift) being appointed to serve on the Board, (c) January 13, 2024 and (d) the mutual written consent of RB Lift and the Issuer to terminate the agreement.

The foregoing descriptions of the Observation Rights Agreement and the Observation Compliance Agreement do not purport to be complete and are qualified in their entirety by reference to the full text thereof, which are filed as Exhibits 99.2 and 99.3, respectively, to this Schedule 13D, and are incorporated by reference herein.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

- 99.1 [Joint Filing Agreement](#)
- 99.2 [Observation Rights Agreement, dated January 13, 2023, by and between Blade Air Mobility, Inc. and RB Lift LLC](#)
- 99.3 [Observation Compliance Agreement, dated January 13, 2023, by and between Blade Air Mobility, Inc. and Andrew Lauck](#)

SIGNATURE

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 19, 2023

RB LIFT LLC

By: /s/ Andrew Lauck
Name: Andrew Lauck
Title: President

RB GAZELLE AVIATION LLC

By: /s/ Gerald Cardinale
Name: Gerald Cardinale
Title: Authorized Signatory

RB KP GAZELLE CO-INVEST, LLC

By: /s/ Gerald Cardinale
Name: Gerald Cardinale
Title: Authorized Signatory

RB KP GAZELLE CO-INVEST PA, LLC

By: /s/ Gerald Cardinale
Name: Gerald Cardinale
Title: Authorized Signatory

REDBIRD CAPITAL PARTNERS LLC

By: /s/ Gerald Cardinale
Name: Gerald Cardinale
Title: Authorized Signatory

GERALD CARDINALE

By: /s/ Gerald Cardinale
Name: Gerald Cardinale

SCHEDULE I

This schedule sets forth information with respect to each acquisition of Common Stock that was effectuated by the Reporting Persons through RB Lift LLC.

RB Lift LLC

<u>Date</u>	<u>Number of Shares</u>	<u>Price Per Share</u>	<u>Principal⁽¹⁾</u>
10-31-2022	50,000	\$ 4.44	\$ 222,000
11-01-2022	41,211	\$ 4.55	\$ 187,000
11-02-2022	267,966	\$ 4.57	\$ 1,224,605
11-03-2022	151,059	\$ 4.48	\$ 676,744
11-04-2022	148,226	\$ 4.49	\$ 665,535
11-07-2022	78,083	\$ 4.61	\$ 359,963
11-08-2022	90,000	\$ 4.70	\$ 423,000
11-09-2022	400,000	\$ 4.41	\$ 1,764,000
11-10-2022	100,000	\$ 4.64	\$ 464,000
11-11-2022	66,725	\$ 4.56	\$ 304,266
11-14-2022	22,149	\$ 4.71	\$ 104,322
11-16-2022	810	\$ 4.90	\$ 3,969
11-17-2022	24,572	\$ 4.85	\$ 119,174
11-18-2022	125,000	\$ 4.78	\$ 597,500
11-21-2022	60,000	\$ 4.69	\$ 281,400
11-22-2022	80,000	\$ 4.63	\$ 370,400
11-23-2022	20,000	\$ 4.71	\$ 94,200
11-25-2022	25,000	\$ 4.79	\$ 119,750
11-28-2022	55,000	\$ 4.70	\$ 258,500
11-29-2022	35,000	\$ 4.70	\$ 164,500
11-30-2022	70,000	\$ 4.78	\$ 334,600
12-01-2022	34,351	\$ 4.89	\$ 167,976
12-02-2022	42,655	\$ 4.97	\$ 211,995
12-05-2022	65,000	\$ 4.84	\$ 314,600
12-06-2022	74,233	\$ 4.81	\$ 357,061
12-07-2022	60,000	\$ 4.87	\$ 292,200
12-08-2022	50,000	\$ 4.83	\$ 241,500
12-09-2022	92,733	\$ 4.94	\$ 458,101
12-12-2022	25,000	\$ 4.68	\$ 117,000
12-16-2022	25,000	\$ 4.11	\$ 102,750
01-06-2023	50,000	\$ 3.37	\$ 168,500
01-09-2023	31,859	\$ 3.48	\$ 110,869
01-10-2023	66,000	\$ 3.75	\$ 247,500
01-11-2023	77,294	\$ 3.65	\$ 282,123
01-12-2023	24,900	\$ 3.54	\$ 88,146
01-13-2023	50,000	\$ 3.58	\$ 179,000

(1) Principal excludes commissions and other execution-related costs.

JOINT FILING AGREEMENT

In accordance with the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of any filing required by such party under Section 13 or 16 of the Exchange Act or any rule or regulation thereunder (including any and all amendments thereto) with respect to the common stock, par value \$0.0001 per share, of Blade Air Mobility, Inc. and further agree that this Joint Filing Agreement shall be included as an Exhibit to such joint filing. In evidence thereof, the undersigned, being duly authorized, hereby execute this Joint Filing Agreement as of January 19, 2023.

RB LIFT LLC

By: /s/ Andrew Lauck
Name: Andrew Lauck
Title: President

RB GAZELLE AVIATION LLC

By: /s/ Gerald Cardinale
Name: Gerald Cardinale
Title: Authorized Signatory

RB KP GAZELLE CO-INVEST, LLC

By: /s/ Gerald Cardinale
Name: Gerald Cardinale
Title: Authorized Signatory

RB KP GAZELLE CO-INVEST PA, LLC

By: /s/ Gerald Cardinale
Name: Gerald Cardinale
Title: Authorized Signatory

REDBIRD CAPITAL PARTNERS LLC

By: /s/ Gerald Cardinale
Name: Gerald Cardinale
Title: Authorized Signatory

GERALD CARDINALE

By: /s/ Gerald Cardinale
Name: Gerald Cardinale

OBSERVATION RIGHTS AGREEMENT

This Observation Rights Agreement (this “Agreement”) is entered into as of January 13, 2023 (the “Effective Date”) by and between Blade Air Mobility, Inc. (the “Company”) and RB Lift LLC (“RedBird”).

The parties hereto agree as follows:

**ARTICLE I
OBSERVATION RIGHTS**

1.1 Observation Rights.

- (a) For so long as RedBird and its affiliates “Beneficially Own” (as defined by Rule 13d-3 promulgated under the Securities and Exchange Act of 1934, as amended) at least 5.0% or more of the outstanding shares of common stock of the Company in the aggregate or until this Agreement is terminated in accordance with its terms, RedBird shall have the right to designate one non-voting board observer (the “Observer”). The Observer shall have the right to (i) attend all meetings of the board of directors of the Company (the “Board”) and the Audit Committee of the Board (the “Audit Committee”) in a non-voting, observer capacity and (ii) receive copies of all notices, minutes, consents and other materials that the Company provides to the Board and the Audit Committee in the same manner as such materials are provided to the Board or the Audit Committee, as applicable; *provided*, that, (x) the Observer shall not be entitled to vote on any matter submitted to the Board nor to offer any motions or resolutions to the Board, and the Observer’s presence or absence at any meeting of the Board will not be relevant for purposes of determining whether there is a quorum, and (y) the Company may withhold information or materials from the Observer and exclude the Observer from any executive sessions and/or all or any portion of any meeting or discussion of the Board and the Audit Committee, in each case of this clause (y), if the Company determines in good faith that access to such information and/or materials or attendance at such meeting or portion thereof would be reasonably likely to (A) result in the waiver of attorney-client (or other similar) privilege, (B) adversely affect the Company under applicable regulations or laws or be in contravention of any agreement or arrangement with any governmental authority, or (C) result in an actual or potential conflict of interest between the Company, on the one hand, and RedBird, any of its affiliates or the Observer, on the other hand, as determined by the Company in good faith. For the avoidance of doubt, a conflict of interest shall be presumed to exist where the subject matter relates to a transaction, proceeding or other matter in which RedBird or any of its affiliates are or may be interested parties. The Company shall provide virtual or telephonic access to any meeting of the Board and the Audit Committee that is held virtually or telephonically, as applicable, for the Observer.
- (b) The initial Observer shall be Andrew Lauck. RedBird may, at its discretion, designate an alternate person to act as Observer, including, but not limited to Gerald Cardinale or Alexander Blankfein (the “Approved Alternates”); *provided*, that, except in the case of the Approved Alternates, the Board may reasonably object to any such proposed alternate designee within ten (10) business days following receipt of notice (which may be delivered via email) of such proposed alternate designation, in which case RedBird and the Company shall cooperate in good faith to find a mutually agreeable alternate designee.
- (c) Without limiting any other provision of this Agreement, the Observer shall be subject to the same obligations as the non-employee director members of the Board with respect to confidentiality, conflicts of interest, distribution of information about the Company, and compliance with the Company’s securities trading policies. The Observer shall provide, prior to attending any meetings or receiving any information or materials, such reasonable assurances to such effect as may be requested by the Company. Such assurances may, at the discretion of the Company, include requesting the Observer to execute an agreement to that effect.

- 1.2 No Compensation. The Company shall not be required to (a) pay any compensation to the Observer, (b) provide any indemnification, or maintain coverage under any policies of directors’ and officers’ insurance, in favor of the Observer, or (c) reimburse the Observer for any costs or expenses incurred by the Observer in connection with his or her attendance at meetings of the Board or any committee thereof.

**ARTICLE II
OBSERVER OBLIGATIONS**

2.1 Confidential Information.

- (a) To the extent permitted by antitrust, competition, federal securities laws or any other applicable law, the Company agrees and acknowledges that the Observer may share any information concerning the Company that is furnished to the Observer by the Company, together with any notes, analyses, reports, models, compilations, studies, documents, records or extracts thereof containing, based upon or derived from such information, in whole or in part (“Confidential Information”), with RedBird for the purpose of allowing RedBird to provide advice and assistance to the Company in respect of the operations of the Company, or for evaluating, monitoring or reviewing its then existing investment in the Company. RedBird recognizes that it, or its affiliates and representatives, has acquired or will acquire Confidential Information the use or disclosure of which could cause the Company substantial loss and damages that could not be readily calculated and for which no remedy at law would be adequate. Accordingly, RedBird covenants and agrees with the Company that it will not (and will cause its controlled affiliates and representatives, including the Observer, not to) at any time, except with the prior written consent of the Company, directly or indirectly, disclose any Confidential Information known to it to any third party or otherwise use the Confidential Information for any purpose other than as set forth in the first sentence of this Section 2.1(a), unless the Confidential Information: (i) is or has become publicly available other than as a result of a disclosure by RedBird, its controlled affiliates or representatives, including the Observer, in violation of this Agreement; (ii) was already known to RedBird or the Observer or was in the possession of RedBird or the Observer prior to its being furnished by or on behalf of the Company; (iii) is received by RedBird or the Observer from a source other than the Company or its representatives, provided that the source of such information was not actually known by RedBird or the Observer to be bound by a confidentiality agreement with, or other contractual obligation of confidentiality to, the Company; (iv) was independently developed or acquired by RedBird or the Observer on its or their behalf without the use of the Confidential Information or in the violation of the terms of this Agreement; or (v) RedBird or the Observer is required, in the good faith determination of RedBird or the Observer, as applicable, to disclose by applicable law, regulation or legal process, provided, that RedBird promptly notifies, or causes the Observer to promptly notify, the Company of such requirement and uses its reasonable best efforts to minimize the extent of any such required disclosure. For the avoidance of doubt, no Confidential Information shall be shared by RedBird or the Observer with any portfolio company of RedBird or any of the Company’s competitors, regardless of their relationship with RedBird, except with the prior written consent of the Company.
- (b) Upon the termination of this Agreement, or at any time upon written request by the Company, RedBird and the Observer shall promptly return to the Company or promptly destroy all Confidential Information (including, electronic copies) supplied by the Company to the Observer and, directly or indirectly, RedBird, without retaining any copy thereof, and the Observer and RedBird shall promptly destroy all Confidential Information prepared by or on its own behalf, together with copies thereof (including, without limitation, electronic copies), except that RedBird and the Observer shall be entitled to retain copies of the Confidential Information as necessary to comply with applicable law.

- 2.2 Corporate Opportunities. Neither the Observer nor RedBird, through the receipt of Confidential Information, shall appropriate corporate opportunities of the Company, which for the avoidance of doubt, shall exclude any opportunities that become available from a source other than the Company, are independently developed by RedBird or its portfolio companies (other than the Company), or are or become generally available to the public.
- 2.3 Securities Laws Restrictions. RedBird hereby acknowledges that federal securities laws impose restrictions on its, its affiliates, its representatives and the Observer's ability to purchase, sell, trade or otherwise transfer securities of the Company until such time as material, non-public information received by the Observer or RedBird becomes publicly available or is no longer material. RedBird hereby covenants and agrees to, and to cause the Observer to, comply with all such securities law restrictions.
- 2.4 Company Securities Trading Policy. RedBird acknowledges receipt of a copy of the Company's Policy Statement on Securities Trades by Company Officers, Directors and Employees (the "Policy"). RedBird hereby covenants and agrees to abide by the Policy, as the same may be amended from time to time, as if it were an entity controlled by a member of the Board. The Observer shall also be required to abide by the Policy as if the Observer was a member of the Board.

ARTICLE III TERMINATION

- 3.1 Termination. This Agreement shall terminate and be of no further effect upon the earliest of: (a) RedBird and its affiliates ceasing to Beneficially Own at least 5.0% of the outstanding common shares of the Company in the aggregate; (b) the Observer or another nominee designated by RedBird serving on the Board; (c) the one year anniversary of the Effective Date; and (d) the written consent of RedBird and the Company to terminate this Agreement. Termination of this Agreement shall not relieve any party for the breach of any obligations under this Agreement prior to such termination. Notwithstanding any such termination of this Agreement, (i) Section 2.1 and Section 2.2 shall survive any termination of this Agreement and (ii) Section 2.3 and Section 2.4 shall survive any termination of this Agreement for so long as RedBird or the Observer retain any Confidential Information or material non-public information with respect to the Company.

ARTICLE IV MISCELLANEOUS

- 4.1 Definition of Terms. As used in this Agreement, the term (a) "Company" shall include all direct and indirect subsidiaries of the Company, except where expressly stated or the context requires otherwise, and (b) "affiliate" shall have the meaning set forth in Rule 405 under the Securities Act of 1933, as amended, except that the Company shall not be deemed to be an affiliate of RedBird for purposes of this Agreement. For the avoidance of doubt, the term "Board" shall refer only to the board of directors of Blade Air Mobility, Inc.
- 4.2 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
- 4.3 No Transfer of Rights. This Agreement is personal to the parties and the rights and obligations of the parties may not be assigned or otherwise transferred without the written consent of all parties hereto.
- 4.4 Amendment and Waiver. This Agreement may be amended or modified only upon an agreement in writing executed on behalf of each of the parties hereto. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is made expressly in writing and executed and delivered by the party against whom such waiver is claimed. Any failure by any party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or any other provisions hereof and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.
- 4.5 Entire Agreement. Except as otherwise expressly set forth herein, this document embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
- 4.6 Counterparts. This Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed Agreement by one party to any other party may be made by facsimile, electronic mail (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 4.7 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.
- 4.8 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Observation Rights Agreement on the day and year first above written.

RB LIFT LLC

By: /s/ Andrew Lauck
Name: Andrew Lauck
Title: President

BLADE AIR MOBILITY, INC.

By: /s/ Melissa Tomkiel

Name: Melissa Tomkiel
Title: President

RedBird/Blade - Observer Rights Agreement

OBSERVER COMPLIANCE AGREEMENT

This Observer Compliance Agreement (this “Agreement”) is entered into as of January 13, 2023 by and between Blade Air Mobility, Inc. (the “Company”) and that certain person, initially Andrew Lauck, designated by RB Lift LLC (“RedBird”) to serve as a non-voting board observer (the “Designated Observer”) in connection with that certain Observation Rights Agreement, dated as of January 13, 2023 (the “Observation Rights Agreement”) between RB Lift LLC (“RedBird”) and the Company. The Designated Observer acknowledges that he has read and understood the Observation Rights Agreement. The Observation Rights Agreement is incorporated into this Agreement by this reference and capitalized terms used by not defined in this Agreement shall have the meanings assigned to them in the Observation Rights Agreement.

The Designated Observer acknowledges and agrees that his execution and delivery of this Agreement to the Company is a condition precedent to the Designated Observer being able to serve as RedBird’s Observer under the Observation Rights Agreement. In the event RedBird designates an alternative person to act as Observer pursuant to Section 1.1(b) of the Observation Rights Agreement, such alternate designee shall agree in writing to be bound by and subject to the terms set forth in this Agreement pertaining to the Designated Observer in all respects.

By executing this Agreement, the parties hereto hereby agree that:

1. General Agreement. The Designated Observer shall assume and comply with all obligations of the Observer under the Observation Rights Agreement.
 2. Confidentiality Obligations.
 - (a) The Designated Observer may share any information concerning the Company that is furnished to the Designated Observer by the Company, together with any notes, analyses, reports, models, compilations, studies, documents, records or extracts thereof containing, based upon or derived from such information, in whole or in part (“Confidential Information”), with RedBird solely for the purpose of allowing RedBird to provide advice and assistance to the Company in respect of the operations of the Company, or for evaluating, monitoring or reviewing its then existing investment in the Company. The Designated Observer recognizes that he has acquired, or will acquire, Confidential Information the use or disclosure of which could cause the Company substantial loss and damages that could not be readily calculated and for which no remedy at law would be adequate. Accordingly, the Designated Observer covenants and agrees with the Company that he will not at any time, except with the prior written consent of the Company, directly or indirectly, disclose any Confidential Information known him to any third party or otherwise use the Confidential Information for any purpose other than as set forth in the first sentence of this Section 2(a), unless the Confidential Information: (i) is or has become publicly available other than as a result of a disclosure by the Designated Observer or RedBird, its controlled affiliates or representatives in violation of this Agreement or the Observation Rights Agreement; (ii) was already known to RedBird or the Designated Observer or was in the possession of RedBird or the Designated Observer prior to its being furnished by or on behalf of the Company; (iii) is received by RedBird or the Designated Observer from a source other than the Company or its representatives, *provided* that the source of such information was not actually known by RedBird or the Designated Observer to be bound by a confidentiality agreement with, or other contractual obligation of confidentiality to, the Company; (iv) was independently developed or acquired by RedBird or the Designated Observer or on its or his behalf without the use of the Confidential Information or in the violation of the terms of this Agreement or the Observation Rights Agreement; or (v) the Designated Observer is required, in the good faith determination of the Designated Observer to disclose by applicable law, regulation or legal process, provided, that the Designated Observer promptly notifies the Company of such requirement and uses his reasonable best efforts to minimize the extent of any such required disclosure. For the avoidance of doubt, no Confidential Information shall be shared by the Designated Observer with any portfolio company of RedBird or any of the Company’s competitors, regardless of their relationship with RedBird or the Designated Observer, except with the prior written consent of the Company.
 - (b) Upon the termination of the Observation Rights Agreement or the Designated Observer ceasing to be RedBird’s Observer, or at any time upon written request by the Company, the Designated Observer shall promptly return to the Company or promptly destroy all Confidential Information (including, electronic copies) supplied by the Company to the Designated Observer without retaining any copy thereof, and the Designated Observer shall promptly destroy all Confidential Information prepared by or on his own behalf, together with copies thereof (including, without limitation, electronic copies), except that the Designated Observer shall be entitled to retain copies of the Confidential Information as necessary to comply with applicable law.
 3. Corporate Opportunities. The Designated Observer shall not appropriate corporate any opportunities of the Company gained through the receipt of Confidential Information, which for the avoidance of doubt, shall exclude any opportunities that become available from a source other than the Company, are independently developed by the Designated Observer, RedBird or its portfolio companies (other than the Company), or are or become generally available to the public.
 4. Securities Law Obligations. The Designated Observer hereby acknowledges that federal securities laws impose restrictions on his ability to purchase, sell, trade or otherwise transfer securities of the Company until such time as material, non-public information received by the Designated Observer becomes publicly available or is no longer material.
 5. Company Securities Trading Policy. The Designated Observer hereby acknowledges receipt of a copy of the Company’s Policy Statement on Securities Trades by Company Officers, Directors and Employees (the “Policy”). The Observer hereby covenants and agrees to abide by the Policy, as the same may be amended from time to time, as if he were a member of the Board.
 6. Conflicts of Interest. The Company acknowledges that the Designated Observer may directly or indirectly possess interests in other business ventures, including those engaged in the same or similar business activities or lines of business in which the Company now engages or proposes to engage, or act as an employee, officer, director, partner, or shareholder of a person or entity that competes with the Company. In the event the Designated Observer becomes aware of an actual or potential conflict of interest between the Company, on the one hand, and RedBird, any of its affiliates or the Designated Observer, on the other hand the Designated Observer hereby agrees to inform the Company as soon practicable and the Board may exclude the Designated Observer from access to any meeting or discussion of the Board and any committee thereof or distribution of materials relating thereto if the Board determines in good faith that such exclusion is reasonably necessary to mitigate such conflict of interest. For the avoidance of doubt, a conflict of interest shall be presumed to exist where the subject matter relates to a transaction, proceeding or other matter in which (a) the Designated Observer, (b) RedBird or any of its affiliates (including any portfolio companies (other than the Company)), or (c) any other person or entity for which the Designated Observer serves as an employee, officer, partner, or director are or may be an interested party and the Designated Observer has knowledge of such involvement.
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7. Termination. This Agreement shall terminate and be of no further effect upon the termination of the Observation Rights Agreement or the Designated Observer permanently ceasing to act as RedBird’s Observer. Termination of this Agreement shall not relieve the Designated Observer for the breach of any obligations under this Agreement prior to such termination. Notwithstanding any such termination of this Agreement, (i) Section 2 and Section 3 shall survive any termination of this Agreement and (ii) Section 4 and Section 5 shall survive any termination of this Agreement for so long as the Designated Observer retains any Confidential Information or material non-public information with respect to the Company.

8. Miscellaneous.

- (a) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
- (b) This Agreement may be amended or modified only upon an agreement in writing executed on behalf of each of the parties hereto. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is made expressly in writing and executed and delivered by the party against whom such waiver is claimed. Any failure by any party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or any other provisions hereof and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.
- (c) Except as otherwise expressly set forth herein, this document embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
- (d) This Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed Agreement by one party to any other party may be made by facsimile, electronic mail (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- (e) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have executed this Observer Compliance Agreement on the day and year first above written.

DESIGNATED OBSERVER

/s/ Andrew Lauck
Andrew Lauck

BLADE AIR MOBILITY, INC.

By: /s/ Melissa Tomkiel
Name: Melissa Tomkiel
Title: President

RedBird/Blade - Observer Compliance Agreement