

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

**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)

**March 27, 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).

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

	<b>10</b>	SHARED DISPOSITIVE POWER: 3,479,826 <sup>(1)</sup>
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 3,479,826 <sup>(1)</sup>	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 4.83% <sup>(1)</sup>	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO	

(1) Please see Item 5.

2

<b>1</b>	NAMES OF REPORTING PERSONS: RB Gazelle Aviation LLC	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY:	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS): WC	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION: DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER: 0
	<b>8</b>	SHARED VOTING POWER: 3,223,826 <sup>(1)</sup>
	<b>9</b>	SOLE DISPOSITIVE POWER: 0
	<b>10</b>	SHARED DISPOSITIVE POWER: 3,223,826 <sup>(1)</sup>
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 3,223,826 <sup>(1)</sup>	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 4.48% <sup>(1)</sup>	
<b>14</b>	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 <sup>(1)</sup>
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 96,000 <sup>(1)</sup>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 96,000 <sup>(1)</sup>	
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% <sup>(1)</sup>	
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"/>	

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

(1) Please see Item 5.

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

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): 4.83% <sup>(1)</sup>
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 <sup>(1)</sup>
	9	SOLE DISPOSITIVE POWER: 347,662
	10	SHARED DISPOSITIVE POWER: 3,479,826 <sup>(1)</sup>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 3,827,488 <sup>(1)</sup>	
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): 5.31% <sup>(1)</sup>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO	

(1) Please see Item 5.

7

**ITEM 1. SECURITY AND ISSUER.**

This Amendment No. 1 (“*Amendment No. 1*”) amends the Schedule 13D filed with the SEC on January 19, 2023 (the “*Original Schedule 13D*” and, as amended, the “*Schedule 13D*”) relating to the Blade Air Mobility, Inc., a Delaware corporation (the “*Issuer*”), with respect to the Class A Common Stock, par value \$0.0001 per share (the

“Common Stock”) of the Issuer. Except as set forth herein, the Original Schedule 13D is unmodified and remains in full force and effect. Capitalized terms used herein and not otherwise defined in this Amendment No. 1 have the meanings set forth in the Original Schedule 13D.

#### ITEM 4. PURPOSE OF TRANSACTION.

Item 4 of the Original Schedule 13D is hereby amended to add at the end thereof:

On March 27, 2023, pursuant to the Nomination Rights Agreement (as defined in Item 6), the Reporting Persons nominated Andrew Lauck to serve as a director on the Issuer’s board of directors (the “*Board*”).

#### ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Item 5 (a) and (b) of the Original Schedule 13D are amended and restated as follows:

(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 72,035,618 shares of Common Stock of the Issuer outstanding as of March 6, 2023, as reported in the Issuer’s Form 10-K filed with the SEC on March 16, 2023.

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.

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

Item 6 of the Original Schedule 13D is amended and restated in its entirety as follows:

##### *Nomination Rights Agreement*

On March 27, 2023, following the Issuer’s appointment of Andrew Lauck to the Board, each of the Observation Rights Agreement and the Observation Compliance Agreement was terminated in its entirety pursuant to the terms thereof. Mr. Lauck was appointed to the Board pursuant to a nomination rights agreement (the “*Nomination Rights Agreement*”), entered into by the Issuer and RB Lift and dated as of March 27, 2023, which provides, among other things, that for so long as RB Lift and its affiliates beneficially own at least 5% of the Issuer’s outstanding common stock, RB Lift is entitled to nominate one director (the “*RedBird Nominee*”) to serve on the Board as a Class II director. The Nomination Rights Agreement also provides that the RedBird Nominee will be appointed by the Board to serve on the Audit Committee of the Board, subject to certain conditions, including the satisfaction of applicable independence requirements and the agreement of the RedBird Nominee to serve in such capacity. In the event that the RedBird Nominee ceases to serve as a director for any reason (other than the failure of the stockholders of the Issuer to elect such individual as a director or the termination of the nomination right), RB Lift will have the right to designate a replacement nominee pursuant to the terms set forth in the Nomination Rights Agreement. The Nomination Rights Agreement will remain in effect until the earliest to occur of: (i) the Issuer’s 2026 annual meeting of stockholders, (ii) RB Lift and its affiliates beneficially owning less than 5% of the Issuer’s outstanding shares of common stock and (iii) the written consent from RB Lift and the Issuer to terminate the Nomination Rights Agreement. The RedBird Nominee must offer to irrevocably tender his or her resignation to the Board within five business days of the termination of the Nomination Rights Agreement.

The foregoing description of the Nomination Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text thereof, which is filed hereto as Exhibit 99.3 to this Schedule 13D and are incorporated by reference herein.

#### ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

99.3 [Nomination Rights Agreement, dated March 27, 2023, by and between Blade Air Mobility, Inc. and RB Lift LLC](#)

#### 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: March 31, 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

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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 L.P.**

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

**GERALD CARDINALE**

By: /s/ Gerald Cardinale  
Name: Gerald Cardinale

**NOMINATION RIGHTS AGREEMENT**

This Nomination Rights Agreement (this “Agreement”) is entered into as of March 27, 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  
NOMINATION RIGHTS**

1.1 Nomination 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, RedBird shall have the right, but not the obligation, to nominate one director (the “RedBird Nominee”) to serve on the board of directors of the Company (the “Board”); *provided* that this nomination right shall terminate upon the earlier to occur of the annual general meeting of stockholders of the Company held in 2026 (the “2026 AGM”) and the termination of this Agreement on its terms. For the avoidance of doubt, RedBird shall have no right under this Agreement to nominate a director for election by the stockholders of the Company at the 2026 AGM and the Company shall have no obligation under this Agreement to include a director nominated by RedBird in the slate that is included in the proxy statement (or consent solicitation or similar document) of the Company relating to the election of directors at the 2026 AGM
- (b) As long as the Board is classified and RedBird has a nomination right pursuant to Section 1.1(a), the RedBird Nominee shall be nominated to serve as a Class II director and shall be included as part of the slate that is included in the proxy statement (or consent solicitation or similar document) of the Company relating to the election of Class II directors. In the event the Board ceases to be classified, the RedBird Nominee shall be nominated for election as a director as part of any slate that is included in the proxy statement (or consent solicitation or similar document) of the Company relating to the election of directors for so long as RedBird has a nomination right pursuant to Section 1.1(a). The Company shall provide at least the same level of support for the election of the RedBird Nominee as it provides to any other individual standing for election as a director of the Company as part of such Company slate of directors.
- (c) The Board shall appoint the RedBird Nominee to serve on the Audit Committee of the Board, *provided* that the RedBird Nominee agrees to serve on such committee and the Board determines that the RedBird Nominee is eligible under applicable law, the listing standards of the NASDAQ Global Select Market (“NASDAQ”), the Company’s Corporate Governance Guidelines, and the Charter of the Audit Committee (including, in each case, any applicable independence requirements).

- (d) The individual designated by RedBird as the RedBird Nominee shall be a full-time senior employee of RedBird. If at any time the RedBird Nominee ceases to be a full-time senior employee of RedBird, the RedBird Nominee shall within five (5) business days offer to irrevocably tender his or her resignation to the Board, which resignation may be accepted or rejected by the Board in its sole discretion (it being understood that, if the Board accepts such offer, the RedBird Nominee shall promptly and irrevocably tender his or her resignation to the Board effective immediately or at such other date specified by the Board).
- (e) The initial RedBird Nominee shall be Andrew Lauck.
- (f) In the event that the RedBird Nominee shall cease to serve as a director for any reason (other than (i) the failure of the stockholders of the Company to elect such individual as a director or (ii) where RedBird ceases to have the right to appoint a RedBird Nominee under this Agreement), RedBird shall have the right to designate a replacement RedBird Nominee, 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 replacement RedBird Nominee within ten (10) business days following receipt of notice (which may be delivered via email) of such proposed replacement RedBird Nominee, in which case RedBird and Company shall cooperate in good faith to find a mutually agreeable replacement RedBird Nominee. The Company agrees to take all reasonable actions necessary to cause the appointment of any such replacement RedBird Nominee to fill the vacancy resulting therefrom; it being understood that any such designee shall serve the remainder of the term of the director whom such designee replaces. For the avoidance of doubt, it is understood that the failure of the stockholders of the Company to elect any RedBird Nominee shall not affect the right of RedBird to designate a RedBird Nominee pursuant to Section 1.1(a) in connection with any future election of directors of the Company. If a RedBird Nominee is not appointed or elected to the Board because of such person’s death, disability, disqualification, withdrawal as a nominee or for other reason is unavailable or unable to serve on the Board, RedBird shall be entitled to designate promptly another nominee and the director position for which the original RedBird Nominee was nominated shall not be filled pending such designation. In the event that RedBird may designate a replacement RedBird Nominee under this Section 1.1(f), RedBird must provide notice of any such replacement as soon as reasonably practicable.
- (g) The obligations of the Board and the Company under this Agreement shall be subject to applicable law (including laws relating to the fiduciary duties of directors) and the rules and regulations of NASDAQ.

1.2 Removal of RedBird Nominee.

- (a) If, at any time when there is a RedBird Nominee serving on the Board, this Agreement is terminated pursuant to Section 3.1, the RedBird Nominee shall within five (5) business days offer to irrevocably tender his or her resignation to the Board, which resignation may be accepted or rejected by the Board in its sole discretion (it being understood that, if the Board accepts such offer, the RedBird Nominee shall promptly and irrevocably tender his or her resignation to the Board effective immediately or at such other date specified by the Board).



(b) Notwithstanding anything in this Agreement to the contrary, if the Board reasonably determines that (i) the RedBird Nominee's service on the Board is in violation of Section 8 of the Clayton Antitrust Act, as amended, or (ii) that the RedBird Nominee is a director of, or employed by, another company that the Board reasonably and in good faith deems to be competing with the Company or any of its subsidiaries in any material respect (such RedBird Nominee is a "Competing Redbird Nominee"), the Board (excluding the RedBird Nominee) may determine, after good faith consultation with RedBird, and upon good faith review of all of the relevant facts and circumstances, to immediately remove such RedBird Nominee, or to require the RedBird Nominee to immediately tender his or her resignation, in which case RedBird shall be entitled to designate promptly a replacement RedBird Nominee (who would not be a Competing RedBird Nominee) and the director position for which the original RedBird Nominee was nominated shall not be filled pending such designation.

1.3 No Compensation. While serving as a member of the Board, the RedBird Nominee shall be entitled to participate in any flight benefit policy the Company may have in effect from time-to-time on the same basis as the other non-employee directors of the Company. In addition, the Company will pay directly or reimburse, or cause to be paid directly or reimbursed, the actual and reasonable out-of-pocket costs and expenses incurred by the RedBird Nominee in connection with his or her Board service in the same manner and to the same extent as the other non-employee directors of the Company. Except as provided in this Section 1.3, the Company shall not be obligated to compensate the RedBird Nominee for their service as a member of the Board or any committee thereof, *provided* that the RedBird Nominee shall be entitled to the same rights to indemnification by or on behalf of the Company in connection with their service on the Board as the other non-employee directors are entitled.

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## ARTICLE II REDBIRD OBLIGATIONS

### 2.1 Confidential Information

(a) To the extent permitted by antitrust, competition, federal securities laws, the Delaware General Corporation Law, as amended, or any other applicable law, the Company agrees and acknowledges that the RedBird Nominee may share any information concerning the Company that is furnished to the RedBird Nominee 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; *provided* that the RedBird Nominee shall not share any information with RedBird to the extent that the Company notifies the RedBird Nominee that the Company has determined that the sharing of such information with RedBird would be reasonably likely to result in the waiver of attorney-client (or similar) privilege or the contravention of any government agreement or arrangement or judicial order. 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 RedBird Nominee, 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 RedBird Nominee, in violation of this Agreement; (ii) was already known to RedBird or the RedBird Nominee or was in the possession of RedBird or the RedBird Nominee prior to its being furnished by or on behalf of the Company; (iii) is received by RedBird or the RedBird Nominee 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 RedBird Nominee 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 RedBird Nominee 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 RedBird Nominee is required, in the good faith determination of RedBird or the RedBird Nominee, as applicable, to disclose by applicable law, regulation or legal process, *provided* that RedBird promptly notifies, or causes the RedBird Nominee 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 RedBird Nominee 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 RedBird Nominee shall promptly return to the Company or promptly destroy all Confidential Information (including, electronic copies) supplied by the Company to the RedBird Nominee and, directly or indirectly, RedBird, without retaining any copy thereof, and the RedBird Nominee 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 RedBird Nominee shall be entitled to retain copies of the Confidential Information as necessary to comply with applicable law.

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2.2 Corporate Opportunities. RedBird agrees that for purposes of ARTICLE IX of the Company's Second Amended and Restated Certificate of Incorporation, as amended from time-to-time, RedBird and its affiliates shall be deemed to be "Affiliates" (as defined therein) of the RedBird Nominee.

2.3 Securities Laws Restrictions. RedBird hereby acknowledges that federal securities laws impose restrictions on it, its affiliates, its representatives and the RedBird Nominee's ability to purchase, sell, trade or otherwise transfer securities of the Company until such time as material, non-public information received by the RedBird Nominee or RedBird becomes publicly available or is no longer material. RedBird hereby covenants and agrees to, and to cause the RedBird Nominee 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 an entity controlled by a member of the Board.

2.5 Obligations of RedBird Nominee. Without limiting any other provision of this Agreement, the RedBird Nominee shall be subject to, and comply with, the same rules, procedures, policies, codes, guidelines, requirements and other obligations applicable to the other non-employee directors of the Company, as in effect from time to time.

## ARTICLE III TERMINATION

- 3.1 **Termination.** This Agreement shall terminate and be of no further effect upon the earliest to occur of: (a) RedBird and its affiliates ceasing to Beneficially Own at least 5.0% of the outstanding shares of the common stock of the Company in the aggregate; (b) the 2026 AGM; and (c) 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 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 RedBird Nominee retain any Confidential Information or material non-public information with respect to the Company.
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**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.
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- 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**RB LIFT LLC**

By: /s/ Andrew Lauck  
Name: Andrew Lauck  
Title: Sole Member

**BLADE AIR MOBILITY, INC.**

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

*RedBird/Blade - Nomination Rights Agreement*

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