

**SECOND AMENDED AND RESTATED LEASE**

**THIS SECOND AMENDED AND RESTATED LEASE** (this "Lease"), dated November 1, 2018 (the "Effective Date"), is between [REDACTED] **STREET OWNER LLC**, a Delaware limited liability company ("Landlord"), and **SONDER USA, INC.**, a Delaware corporation ("Tenant").

**RECITALS**

Recital 1. Landlord and Tenant are parties to a certain Lease, dated June 8, 2018 (the "Original Lease"), pursuant to which Landlord leased to Tenant Floors 2, 3, 4 and 6 at 20 Broad Street, New York, NY.

Recital 2. As a condition to Landlord's execution and delivery of the Original Lease, Landlord required that Sonder Canada, Inc., a Canadian corporation ("Sonder Canada"), execute and deliver to Landlord a certain Guaranty of Lease, dated June 8, 2018 (the "Original Guaranty").

Recital 3. Landlord and Tenant amended and restated the Original Lease in its entirety pursuant to that certain First Amended and Restated Lease, dated July 20, 2018 (the "First A&R Lease") pursuant to which Landlord leased to Tenant Floors 2, 3, 4, 5, 6, 7 and 8 at [REDACTED] Street, New York, NY. The Original Lease, as amended and restated by the First A&R Lease, is hereinafter called the "Existing Lease."

Recital 4. As a condition to Landlord's execution and delivery of the First A&R Lease, Landlord required that Sonder Canada execute and deliver to Landlord a certain First Amended and Restated Guaranty of Lease, dated July 20, 2018 (the "First A&R Guaranty"). The Original Guaranty, as amended and restated by the First A&R Guaranty, is hereinafter called the "Existing Guaranty."

Recital 5. Landlord and Tenant desire to amend and restate the Existing Lease in its entirety as set forth below in this Lease.

Recital 6. As a condition to Landlord's execution and delivery of this Lease, Landlord requires that the Existing Guaranty be amended and restated in its entirety as more particularly set forth in that certain Second Amended and Restated Guaranty of Lease on or about the date hereof and executed and delivered by Sonder Canada to Landlord simultaneously with the execution and delivery of this Lease.

NOW, THEREFORE, the First A&R Lease is amended and restated in its entirety as follows:

**Article 1. Basic Terms and Definitions**

**Section 1.1** Broker. Newmark Knight Frank LLC (as Tenant's broker) and Platinum Properties (as Landlord's broker).