

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. 6)\*

**Canoo Inc.**

(Name of Issuer)

Common Stock  
(Title of Class of Securities)

13803R 102  
(CUSIP Number)

AFV PARTNERS SPV-4 LLC  
2126 HAMILTON ROAD, SUITE 260  
ARGYLE, TX 76226  
TELEPHONE: (940) 226-4511

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

January 4, 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 Rule 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).

CUSIP No. 13803R 102

13D/A

1.	Names of Reporting Persons <b>AFV Partners SPV-4 LLC</b>
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions) <b>OO</b>
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization <b>Delaware</b>
7.	Sole Voting Power <b>0</b>

Number of Shares Beneficially Owned by Each Reporting Person With	8.	Shared Voting Power <b>12,509,387 shares of Common Stock (2)</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>12,509,387 shares of Common Stock (2)</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>12,509,387 shares of Common Stock (2)</b>	
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 <b>3.9% (3)</b>	
14.	Type of Reporting Person (see instructions) <b>OO</b>	

- (1) This Amendment No. 6 to Schedule 13D/A is filed by AFV Partners SPV-4 LLC (“AFV-4”), AFV Partners SPV-7 LLC (“AFV-7”), AFV Partners SPV-7/A LLC (“AFV-7/A”), AFV Partners SPV-10 LLC (“AFV-10”), AFV Management Advisors LLC (“AFV”) and Tony Aquila (“Mr. Aquila”) (AFV-4, AFV-7, AFV-7/A, AFV-10, AFV and Mr. Aquila are herein collectively referred to as the “Reporting Persons”). The Reporting Persons expressly disclaim status as a “group” for purposes of this Schedule 13D.
- (2) The shares are owned by AFV-4. Mr. Aquila is the managing member of AFV which exercises ultimate voting and investment power with respect to the shares held by AFV-4. Mr. Aquila may be deemed to hold voting and dispositive power with respect to the shares held indirectly by AFV, and held of record by AFV-4.
- (3) The percentage set forth above is calculated based on 324,500,887 shares of the Issuer’s Common Stock outstanding as of November 3, 2022, as reported on the Issuer’s Form 10-Q filed on November 9, 2022.

CUSIP No. 13803R 102

13D/A

1.	Name of Reporting Persons <b>AFV Partners SPV-7 LLC</b>	
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions) <b>OO</b>	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization <b>Delaware</b>	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>35,273,268 shares of Common Stock (2)</b>
	9.	Sole Dispositive Power <b>0</b>

	10.	Shared Dispositive Power <b>35,273,268 shares of Common Stock (2)</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>35,273,268 shares of Common Stock (2)</b>	
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 <b>10.9% (3)</b>	
14.	Type of Reporting Person (see instructions) <b>OO</b>	

- (1) This Amendment No. 6 to Schedule 13D/A is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a “group” for purposes of this Schedule 13D.
- (2) The shares are owned by AFV-7. Mr. Aquila is the managing member of AFV which exercises ultimate voting and investment power with respect to the shares held by AFV-7. Mr. Aquila may be deemed to hold voting and dispositive power with respect to the shares held indirectly by AFV, and held of record by AFV-7.
- (3) The percentage set forth above is calculated based on 324,500,887 shares of the Issuer’s Common Stock outstanding as of November 3, 2022, as reported on the Issuer’s Form 10-Q filed on November 9, 2022.

CUSIP No. 13803R 102

13D/A

1.	Name of Reporting Persons <b>AFV Partners SPV-7/A LLC</b>	
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions) <b>OO</b>	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization <b>Delaware</b>	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>3,450,000 shares of Common Stock (2)</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>3,450,000 shares of Common Stock (2)</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>3,450,000 shares of Common Stock (2)</b>	

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 <b>1.1% (3)</b>
14.	Type of Reporting Person (see instructions) <b>OO</b>

- (1) This Amendment No. 6 to Schedule 13D/A is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by AFV-7/A. Mr. Aquila is the managing member of AFV which exercises ultimate voting and investment power with respect to the shares held by AFV-7/A. Mr. Aquila may be deemed to hold voting and dispositive power with respect to the shares held indirectly by AFV, and held of record by AFV-7/A.
- (3) The percentage set forth above is calculated based on 324,500,887 shares of the Issuer's Common Stock outstanding as of November 3, 2022, as reported on the Issuer's Form 10-Q filed on November 9, 2022.

CUSIP No. 13803R 102

13D/A

1.	Name of Reporting Persons <b>AFV Partners SPV-10 LLC</b>	
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions) <b>OO</b>	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization <b>Delaware</b>	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>4,504,505 shares of Common Stock (2)</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>4,504,505 shares of Common Stock (2)</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>4,504,505 shares of Common Stock (2)</b>	
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 <b>1.4% (3)</b>	

14.	Type of Reporting Person (see instructions) <b>OO</b>
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- (1) This Amendment No. 6 to Schedule 13D/A is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a “group” for purposes of this Schedule 13D.
- (2) The shares are owned by AFV-10. Mr. Aquila is the managing member of AFV which exercises ultimate voting and investment power with respect to the shares held by AFV-10. Mr. Aquila may be deemed to hold voting and dispositive power with respect to the shares held indirectly by AFV, and held of record by AFV-10.
- (3) The percentage set forth above is calculated based on 324,500,887 shares of the Issuer’s Common Stock outstanding as of November 3, 2022, as reported on the Issuer’s Form 10-Q filed on November 9, 2022.

CUSIP No. 13803R 102

13D/A

1.	Name of Reporting Persons <b>AFV Management Advisors LLC</b>		
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)		
3.	SEC USE ONLY		
4.	Source of Funds (see instructions) <b>OO</b>		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>		
6.	Citizenship or Place of Organization <b>Delaware</b>		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power <b>0</b>	
	8.	Shared Voting Power <b>55,737,160 shares of Common Stock (2)</b>	
	9.	Sole Dispositive Power <b>0</b>	
	10.	Shared Dispositive Power <b>55,737,160 shares of Common Stock (2)</b>	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>55,737,160 shares of Common Stock (2)</b>		
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 <b>17.2% (3)</b>		
14.	Type of Reporting Person (see instructions) <b>OO</b>		

- (1) This Amendment No. 6 to Schedule 13D/A is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a “group” for purposes of this Schedule 13D.

- (2) The securities are owned as follows: (i) 12,509,387 shares of the Issuer's Common Stock by AFV-4, (ii) 35,273,268 shares of the Issuer's Common Stock by AFV-7, (iii) 3,450,000 shares of the Issuer's Common Stock by AFV-7/A, and (iv) 4,504,505 shares of the Issuer's Common Stock by AFV-10. Mr. Aquila is the managing member of AFV which exercises ultimate voting and investment power with respect to the shares held by (i) AFV-4, (ii) AFV-7, (iii) AFV-7/A and (iv) AFV-10. Mr. Aquila may be deemed to hold voting and dispositive power with respect to the shares held indirectly by AFV, and held of record by (i) AFV-4, (ii) AFV-7, (iii) AFV-7/A and (iv) AFV-10.
- (3) The percentage set forth above is calculated based on 324,500,887 shares of the Issuer's Common Stock outstanding as of November 3, 2022, as reported on the Issuer's Form 10-Q filed on November 9, 2022.

CUSIP No. 13803R 102

13D/A

1.	Name of Reporting Persons <b>Tony Aquila</b>
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions) <b>OO</b>
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization <b>United States of America</b>
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power <b>6,742,057</b>
	8. Shared Voting Power <b>55,737,160 shares of Common Stock (2)</b>
	9. Sole Dispositive Power <b>6,742,057</b>
	10. Shared Dispositive Power <b>55,737,160 shares of Common Stock (2)</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>62,479,217 shares of Common Stock (3)</b>
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 <b>19.2% (4)</b>
14.	Type of Reporting Person (see instructions) <b>IN</b>

- (1) This Amendment No. 6 to Schedule 13D/A is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The securities are owned as follows: (i) 12,509,387 shares of the Issuer's Common Stock by AFV-4, (ii) 35,273,268 shares of the Issuer's Common Stock by AFV-7, (iii) 3,450,000 shares of the Issuer's Common Stock by AFV-7/A, and (iv) 4,504,505 shares of the Issuer's Common Stock by AFV-10. Mr. Aquila is the managing member of AFV, which exercises ultimate voting and investment power with respect to the shares held by (i) AFV-4, (ii) AFV-7, (iii) AFV-7/A and (iv) AFV-10. Mr. Aquila may be deemed to hold voting and dispositive power with respect to the securities held indirectly by AFV, and held of record by (i) AFV-4, (ii) AFV-7, (iii) AFV-7/A and (iv) AFV-10.
- (3) In addition to the Issuer's Common Stock held by AFV-4, AFV-7, AFV-7/A and AFV-10, includes 6,742,057 shares of Issuer Common Stock held directly by Mr. Aquila.

- (4) The percentage set forth above is calculated based on 324,500,887 shares of the Issuer's Common Stock outstanding as of November 3, 2022, as reported on the Issuer's Form 10-Q filed on November 9, 2022 plus 966,667 shares of Issuer Common Stock Mr. Aquila acquired after November 3, 2022, following conversion of Issuer convertible securities held by Mr. Aquila.

The Statement on Schedule 13D originally filed with the Securities and Exchange Commission (the "Commission") on December 31, 2020, as amended and supplemented by Amendment No. 1 filed with the Commission on May 21, 2021, (ii) Amendment No. 2 filed on September 23, 2021, (iii) Amendment No. 3 filed on October 6, 2021, (iv) Amendment No. 4 filed on November 22, 2021 and (v) Amendment No. 5 filed on November 23, 2022 (the "Statement"), is hereby further amended and supplemented by this Amendment No. 6 to Schedule 13D (the "Amendment"). Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Statement. Except as otherwise provided herein, each Item of the Statement remains unchanged.

Information with respect to each Reporting Person is given solely by such Reporting Person and no Reporting Person assumes responsibility for the accuracy or completeness of the information furnished by another Reporting Person.

**Item 4. Purpose of Transaction**

Item 4 of the Statement is hereby amended and supplemented by incorporating the information furnished in Item 6 of this Amendment into this Item 4 by reference.

**Item 5. Interest in Securities of the Issuer**

Items 5(a), (b) and (c) of the Statement are amended and restated in their entirety as follows:

(a), (b) The following information with respect to the ownership of the Common Stock of the Issuer by the Reporting Persons is provided as of the date of this filing:

Reporting Person	Shares Held Directly <sup>(1)</sup>	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power	Beneficial Ownership	Percentage of Class <sup>(5)</sup>
AFV-4	12,509,387	0	12,509,387	0	12,509,387	12,509,387	3.9%
AFV-7	35,273,268	0	35,273,268	0	35,273,268	35,273,268	10.9%
AFV-7/A	3,450,000	0	3,450,000	0	3,450,000	3,450,000	1.1%
AFV-10	4,504,505	0	4,504,505	0	4,504,505	4,504,505	1.4%
AFV <sup>(2)</sup>	0	0	55,737,160	0	55,737,160	55,737,160	17.2%
Mr. Aquila <sup>(3)</sup>	6,742,057 <sup>(4)</sup>	6,742,057 <sup>(4)</sup>	55,737,160	6,742,057 <sup>(4)</sup>	55,737,160	62,479,217	19.2%

(1) Represents the number of shares of Common Stock currently owned or underlying all securities convertible, exchangeable or exercisable for shares of Common Stock within 60 days of the date of this Amendment held by the Reporting Persons.

(2) AFV exercises ultimate voting and investment power with respect to the shares held by AFV-4, AFV-7, AFV-7/A and AFV-10.

(3) Mr. Aquila is the managing member of AFV and as such may be deemed to hold voting and dispositive power with respect to the shares held indirectly by AFV, and held of record by AFV-4, AFV-7, AFV-7/A and AFV-10.

(4) Includes 6,742,057 shares of Issuer Common Stock held directly by Mr. Aquila.

(5) The percentages set forth above calculated based on 324,500,887 shares of the Issuer's Common Stock outstanding as of November 3, 2022, as disclosed in the Company's Quarterly Report on Form 10-Q as filed with the Commission on November 9, 2022. In the case of Mr. Aquila, the percentage also includes 966,667 shares of Issuer Common Stock Mr. Aquila acquired after November 3, 2022, following conversion of Issuer convertible securities held by Mr. Aquila.

(c) The Reporting Persons have not engaged in any transactions in the Issuer's Common Stock in the past sixty days, except as described in this Amendment and the Statement.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of the Statement is hereby amended and supplemented by adding the following:

On December 31, 2022, the Issuer entered into a Second Supplemental Agreement (the "Second Supplemental Agreement") with YA II PN, Ltd. ("Yorkville") to the Pre-Paid Advance Agreement entered into between the Issuer and Yorkville on July 20, 2022 (as amended or supplemented, the "PPA"). The Second Supplemental Agreement, together with the First Supplemental Agreement to the PPA entered into on November 9, 2022, by and between the Issuer and Yorkville (the "First Supplemental Agreement"), are herein referred to as the "Supplemental Agreements."

In connection with the Supplemental Agreements, on January 4, 2023, the Issuer entered into voting agreements (collectively, the "Voting Agreements") with each of AFV-4, AFV-7, AFV-7/A, AFV-10 and Mr. Aquila (each a "Voting Agreement Reporting Person"). Pursuant to the Voting Agreement, each Voting Agreement Reporting Person agreed to vote their shares of the Issuer's Common Stock in favor of all proposals set forth in the Issuer's Schedule 14A filed with the Commission on December 7, 2022, including, without limitation: (i) obtaining the consent of the Issuer's stockholders pursuant to Nasdaq Listing Rule 5635(d) for the issuance of all shares of the Issuer's Common Stock that could be issued pursuant to the PPA (such consent, "Stockholder Approval") and (ii) obtaining the consent of the Issuer's stockholders to amend the PPA to provide for a Floor Price (as defined in the PPA) of \$0.50 per share.

Each Voting Agreement will terminate upon the earliest to occur of: (a) the date on which the PPA is terminated in accordance with its terms; (b) the termination of such Voting Agreement by mutual written agreement of the Issuer and the Voting Agreement Reporting Person; and (c) the date on which the Stockholder Approval is obtained.

The foregoing description of the Voting Agreements is a summary and is qualified in its entirety by reference to the form of Voting Agreement, which is attached hereto as an exhibit and is incorporated herein by reference.

**Item 7. Material to be Filed as Exhibits**

Item 7 of the Statement is hereby amended and supplemented to add the following exhibit:

- A. [Form of Voting Agreement](#)

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: January 6, 2023

**AFV Partners SPV-4 LLC**

By: Tony Aquila, by /s/Hector Ruiz, Attorney-in-Fact

Name: Tony Aquila

Title: President and Chief Executive Officer

**AFV Partners SPV-7 LLC**

By: Tony Aquila, by /s/Hector Ruiz, Attorney-in-Fact

Name: Tony Aquila

Title: President and Chief Executive Officer

**AFV Partners SPV-7/A LLC**

By: Tony Aquila, by /s/Hector Ruiz, Attorney-in-Fact

Name: Tony Aquila

Title: President and Chief Executive Officer

**AFV Partners SPV-10 LLC**

By: Tony Aquila, by /s/Hector Ruiz, Attorney-in-Fact

Name: Tony Aquila

Title: President and Chief Executive Officer

**AFV Management Advisors LLC**

By: Tony Aquila, by /s/Hector Ruiz, Attorney-in-Fact

Name: Tony Aquila

Title: Managing Member

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## FORM OF VOTING AGREEMENT

This VOTING AGREEMENT (this “Agreement”), dated as of [\_\_\_\_], is entered into by and between the undersigned stockholder (the “Stockholder”) of Canoo Inc., a Delaware corporation (the “Company”), and the Company. The Company and the Stockholder are each sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. On November 9, 2022, the parties entered into a Supplemental Agreement (the “November Supplemental Agreement”) pursuant to which the Investor agreed to advance \$21,300,00 (the “Third Pre-Paid Advance”) to the Company.

B. Prior to or concurrently with the execution of this Agreement, the Company has entered into an additional Supplemental Agreement (the “December Supplemental Agreement”), providing for, among other things, a Pre-Paid Advance in the amount of \$34,045,500 (the “Fourth Pre-Paid Advance”).

C. In order to induce the Investor to enter into the Fourth Advance Agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Stockholder hereby makes certain representations, warranties, covenants, and agreements as set forth in this Agreement with respect to the shares of Common Stock Beneficially Owned by the Stockholder and set forth below the Stockholder’s signature on the signature page hereto (the “Original Shares” and, together with any additional shares of Common Stock pursuant to Section 6 hereof, the “Shares”).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Pre-Paid Advance Agreement. When used in this Agreement, the following terms in all of their tenses, cases, and correlative forms shall have the meanings assigned to them in this Section 1.

(a) “Beneficially Own” or “Beneficial Ownership” has the meaning assigned to such term in Rule 13d-3 under the 1934 Act, and a Person’s beneficial ownership of securities shall be calculated in accordance with the provisions of such rule (in each case, irrespective of whether or not such rule is actually applicable in such circumstance). For the avoidance of doubt, “Beneficially Own” and “Beneficial Ownership” shall also include record ownership of securities.

(b) “Beneficial Owner” shall mean the Person who Beneficially Owns the referenced securities.

2. **Representations of Stockholder.** The Stockholder represents and warrants to the Company that:

(a) **Ownership of Shares.** The Stockholder: (i) is the Beneficial Owner of all of the Original Shares set forth below the Stockholder’s signature on the signature pages hereto free and clear of any proxy, voting restriction, adverse claim, or other Liens, other than those created by this Agreement or under applicable federal or state securities laws; and (ii) has the ultimate voting power over all such Original Shares or (iii) has the power and authority to enter into, execute, and deliver this Agreement and to perform fully the Stockholder’s obligations hereunder. Except pursuant to this Agreement, there are no options, warrants, or other rights, agreements, arrangements, or commitments of any character to which the Stockholder is a party relating to the pledge, disposition, or voting of any such Original Shares and there are no voting trusts or voting agreements with respect to such Original Shares.

(b) **Disclosure of All Shares Owned.** The Stockholder does not Beneficially Own any shares of Common Stock other than: (i) the Original Shares set forth below the Stockholder’s signature on the signature pages hereto; and (ii) except as previously publicly disclosed, any options, warrants, or other rights to acquire any additional shares of Company Common Stock or any security exercisable for or convertible into shares of Common Stock, set forth below the Stockholder’s signature on the signature pages hereto (collectively, “Options”).

(c) **Power and Authority; Binding Agreement.** If the Stockholder is an individual, the Stockholder has full power and authority and legal capacity to enter into, execute, and deliver this Agreement and to perform fully the Stockholder’s obligations hereunder (including the proxy described in Section 3(b) below). If the Stockholder is not an individual, the Stockholder has requisite organizational power and authority to enter into, execute, and deliver this Agreement and to perform fully the Stockholder’s obligations hereunder (including the proxy described in Section 3(b) below) This Agreement has been duly and validly executed and delivered by the Stockholder and constitutes the legal, valid, and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms.

(d) **No Conflict.** The execution and delivery of this Agreement by the Stockholder does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any law applicable to the Stockholder or result in any breach of or violation of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration, or cancellation of, or result in the creation of any Lien on any of the Shares attributable to the Stockholder pursuant to, any agreement or other instrument or obligation binding upon the Stockholder or any of the Shares attributable to the Stockholder.

(e) **No Consents.** No consent, approval, order, or authorization of, or registration, declaration, or filing with, any Governmental Entity or any other Person on the part of the Stockholder is required in connection with the valid execution and delivery of this Agreement. If the Stockholder is an individual, no consent of the Stockholder’s spouse is necessary under any “community property” or other laws in order for the Stockholder to enter into and perform its obligations under this Agreement.

(f) **No Litigation.** There is no action, suit, investigation, or proceeding (whether judicial, arbitral, administrative, or other) pending against, or, to the knowledge of the Stockholder, threatened against or affecting, the Stockholder that could reasonably be expected to materially impair or materially adversely affect the ability of the Stockholder to perform the Stockholder’s obligations hereunder or to consummate the transactions contemplated by this Agreement on a timely basis.

3. **Agreement to Vote Shares; Irrevocable Proxy.**

(a) **Agreement to Vote and Approve.** The Stockholder irrevocably and unconditionally agrees during the term of this Agreement, at any annual or special meeting of the Company and at every adjournment or postponement thereof, and on every action or approval by written consent or consents of the Company stockholders, to vote or cause the holder of record to vote the Shares in favor of all proposals set forth in the Company’s Schedule 14A filed on December 7, 2022.

(b) **Irrevocable Proxy.** The Stockholder hereby appoints the Company and any designee of the Company, and each of them individually, until the Expiration Time (as defined below) (at which time this proxy shall automatically be revoked), its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement with respect to the Shares in accordance with Section 3(a). This proxy and power of attorney is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by the Stockholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy, and shall revoke any and all prior proxies granted by the Stockholder with respect to the Shares. The power of attorney granted by the Stockholder herein is a durable power of attorney and shall survive the bankruptcy, death, or incapacity of the Stockholder. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement.

4. **No Voting Trusts or Other Arrangement.** The Stockholder agrees that during the term of this Agreement the Stockholder will not, and will not permit any entity under the Stockholder's control to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares, or subject any of the Shares to any arrangement with respect to the voting of the Shares other than agreements entered into with the Company.

5. **Transfer and Encumbrance.** The Stockholder agrees that during the term of this Agreement, the Stockholder will not, directly or indirectly, transfer, sell, offer, exchange, assign, pledge, convey any legal or Beneficial Ownership interest in or otherwise dispose of (by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of law, or otherwise), or encumber ("**Transfer**") any of the Shares or enter into any contract, option, or other agreement with respect to, or consent to, a Transfer of, any of the Shares or the Stockholder's voting or economic interest therein. Any attempted Transfer of Shares or any interest therein in violation of this Section 5 shall be null and void. This Section 5 shall not prohibit a Transfer of the Shares by the Stockholder to any member of the Stockholder's immediate family, to a trust for the benefit of the Stockholder or any member of the Stockholder's immediate family, upon the death of the Stockholder or to an "affiliate" (as defined in Rule 144) of the Stockholder; provided, that a Transfer referred to in this sentence shall be permitted only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to the Company and the Buyers, to be bound by all of the terms of this Agreement.

6. **Additional Shares.** The Stockholder agrees that all shares of Common Stock that the Stockholder purchases, acquires the right to vote, or otherwise acquires Beneficial Ownership of, after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement and shall constitute Shares for all purposes of this Agreement. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares, or the like of the capital stock of the Company affecting the Shares, the terms of this Agreement shall apply to the resulting securities and such resulting securities shall be deemed to be "Shares" for all purposes of this Agreement.

7. **Termination.** This Agreement shall terminate upon the earliest to occur of (the "**Expiration Time**"): (a) the date on which the Pre-Paid Advance Agreement is terminated in accordance with its terms; (b) the termination of this Agreement by mutual written consent of the Parties; and (c) the date on which the Shareholder Approval is obtained. Nothing in this Section 7 shall relieve or otherwise limit the liability of any Party for any intentional breach of this Agreement prior to such termination.

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8. **No Agreement as Director or Officer.** The Stockholder makes no agreement or understanding in this Agreement in its capacity as a director or officer of the Company or any of its subsidiaries (if the Stockholder holds such office), and nothing in this Agreement: (a) will limit or affect any actions or omissions taken by the Stockholder in its capacity as such a director or officer, and no such actions or omissions shall be deemed a breach of this Agreement; or (b) will be construed to prohibit, limit, or restrict the Stockholder from exercising its fiduciary duties as an officer or director to the Company or its stockholders.

9. **Further Assurances.** The Stockholder agrees, from time to time, and without additional consideration, to execute and deliver such additional proxies, documents, and other instruments and to take all such further action as the Company may reasonably request to consummate and make effective the transactions contemplated by this Agreement.

10. **Stop Transfer Instructions.** At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Time, in furtherance of this Agreement, the Stockholder hereby authorizes the Company or its counsel to notify the Company's transfer agent that there is a stop transfer order with respect to all of the Shares (and that this Agreement places limits on the voting and transfer of the Shares), subject to the provisions hereof and provided that any such stop transfer order and notice will immediately be withdrawn and terminated by the Company following the Expiration Time.

11. **Specific Performance.** Each Party hereto acknowledges that it will be impossible to measure in money the damage to the other Party if a Party hereto fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other Party will not have an adequate remedy at law or damages. Accordingly, each Party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other Party has an adequate remedy at law. Each Party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other Party's seeking or obtaining such equitable relief.

12. **Amendment; Assignment.** No provision of this Agreement may be amended other than by an instrument in writing signed by the Company and the Stockholder. No Party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party hereto, except that the Company may assign, in its sole discretion, all or any of its rights, interests and obligations hereunder to any of its "affiliates" (as defined in Rule 144) or to any party that acquires all of substantially all of the assets of the Company (whether by merger, sale of stock, sale of assets or otherwise). Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns. Any assignment contrary to the provisions of this Section 12 shall be null and void.

13. **Notices.** Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by electronic mail (provided that such sent email is kept on file (whether electronically or otherwise) by the sending party and the sending party does not receive an automatically generated message from the recipient's email server that such e-mail could not be delivered to such recipient); or (iii) one (1) Business Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The addresses and e-mail addresses for such communications shall be:

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If to the Company:

Canoo Inc.  
15520 Highway 114  
Justin, TX 76247 Attention: Hector Ruiz

If to the Stockholder, to the address, email address, or facsimile number set forth for the Stockholder on the signature pages hereof.

14. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

(b) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(c) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

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IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date first written above.

CANOO INC.

By: \_\_\_\_\_  
Name:  
Title:

[STOCKHOLDER]

By: \_\_\_\_\_  
Name:  
Title:

Number of Shares of Common Stock Beneficially Owned as of the date of this Agreement: [\_\_\_\_\_]
Number of Options Beneficially Owned as of the date of this Agreement: [\_\_\_\_\_]
Street Address: [\_\_\_\_\_]
City/State/Zip Code: [\_\_\_\_\_]

[Signature Page to Voting Agreement]

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