

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**SCHEDULE 13D/A  
UNDER THE SECURITIES EXCHANGE ACT OF 1934  
(Amendment No. 4)\***

**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)

November 19, 2021  
(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*).

CUSIP No. 13803R 102

13D/A

1.	Name 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>

Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>12,359,387 shares of Common Stock (2)</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>12,359,387 shares of Common Stock (2)</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>12,359,387 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>5.2% (3)</b>	
14.	Type of Reporting Person (see instructions) <b>OO</b>	

- (1) This Amendment No. 4 to Schedule 13D/A is filed by AFV Partners SPV-4 LLC (“AFV-4”), AFV Partners SPV-7 LLC (“AFV-7”), AFV Management Advisors LLC (“AFV”), AFV Partners LLC (“AFV Partners”) and Tony Aquila (“Mr. Aquila”) (AFV-4, AFV-7, AFV, AFV Partners 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 238,630,287 shares of the Issuer’s Common Stock outstanding as of November 8, 2021 as reported on the Issuer’s Form 10-Q filed on November 15, 2021.

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	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>35,273,268 shares of Common Stock (2)</b>

Person With	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>14.8% (3)</b>	
14.	Type of Reporting Person (see instructions) <b>OO</b>	

- (1) This Amendment No. 4 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 238,630,287 shares of the Issuer’s Common Stock outstanding as of November 8, 2021 as reported on the Issuer’s Form 10-Q filed on November 15, 2021.

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>47,632,655 shares of Common Stock (2)</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>47,632,655 shares of Common Stock (2)</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>47,632,655 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>20.0% (3)</b>
14.	Type of Reporting Person (see instructions) <b>OO</b>

- (1) This Amendment No. 4 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) 12,359,387 shares of the Issuer's Common Stock by AFV-4, and (ii) 35,273,268 shares of the Issuer's Common Stock 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 (i) AFV-4 and (ii) 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 (i) AFV-4 and (ii) AFV-7.
- (3) The percentage set forth above is calculated based on 238,630,287 shares of the Issuer's Common Stock outstanding as of November 8, 2021 as reported on the Issuer's Form 10-Q filed on November 15, 2021.

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CUSIP No. 13803R 102

13D/A

1.	Name of Reporting Persons <b>AFV Partners 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>3,600,000 shares of Common Stock (2)</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>3,600,000 shares of Common Stock (2)</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>3,600,000 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>1.5% (3)</b>	

14.	Type of Reporting Person (see instructions) <b>OO</b>
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- (1) This Amendment No. 4 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) Represents options to purchase an aggregate of 3,600,000 shares of the Issuer’s Common Stock. The options are owned by AFV Partners. Mr. Aquila is the sole member and manager of AFV Partners. Mr. Aquila may be deemed to hold voting and dispositive power with respect to the options, and the shares to be acquired upon exercise thereof, held by AFV Partners.
- (3) The percentage set forth above is calculated based on 238,630,287 shares of the Issuer’s Common Stock outstanding as of November 8, 2021, as reported on the Issuer’s Form 10-Q filed on November 15, 2021, plus 3,600,000 shares of the Issuer’s Common Stock to be acquired upon the exercise of options held by AFV Partners.

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>369,610</b>
	8.	Shared Voting Power <b>51,232,655 shares of Common Stock (2)</b>
	9.	Sole Dispositive Power <b>369,610</b>
	10.	Shared Dispositive Power <b>51,232,655 shares of Common Stock (2)</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>51,602,265 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>21.6% (3)</b>	
14.	Type of Reporting Person (see instructions) <b>IN</b>	

- (1) This Amendment No. 4 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) 12,359,387 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) options to acquire 3,600,000 shares of the Issuer’s Common Stock by AFV Partners, and (iv) 369,610 by Mr. Aquila. 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 and (ii) AFV-7, and is the sole member and manager of AFV Partners. 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 and (ii) AFV-7, and those held directly by AFV Partners.

- (3) The percentage set forth above is calculated based on 238,630,287 shares of the Issuer's Common Stock outstanding as of November 8, 2021, as reported on the Issuer's Form 10-Q filed on November 15, 2021, plus 3,600,000 shares of the Issuer's Common Stock to be acquired upon the exercise of options held by AFV Partners.

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 and (iii) Amendment No. 3 filed on October 6, 2021 (the "Statement"), is hereby further amended and supplemented by this Amendment No. 4 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 2. Identity and Background

*Items 2(a)-(c) and (f) of the Statement are hereby amended and supplemented by*

Adding AFV Partners SPV-7 LLC, a Delaware limited liability company, as a Reporting Person. AFV-7 is a special purpose investment vehicle that manages and facilitates investments on behalf of AFV Partners LLC, a long-term permanent capital vehicle that invests in mission critical technology, software and data businesses. The address of the principal business and office of AFV-7 is 2126 Hamilton Road, Suite 260, Argyle, TX 76226.

From the date of this Amendment, all references to "Reporting Persons" in the Statement shall include AFV-7. The agreement among the Reporting Persons relating to the joint filing of the Statement and this Amendment is attached as Exhibit 1 hereto.

In accordance with the provisions of General Instruction C to Schedule 13D, certain information with respect to AFV-7 as required by Item 2 of Schedule 13D is listed on Schedule 1 hereto and is incorporated by reference herein.

## Item 3. Source of Funds

AFV-7 acquired 35,273,268 shares (the "Purchased Shares") of the Issuer's Common Stock in a private transaction pursuant to a stock purchase agreement dated October 6, 2021, as amended November 19, 2021, by and between AFV-7 and DD Global. AFV-7 purchased the Purchased Shares at an aggregate purchase price of \$230,263,000, or 6.53 per share. AFV-7 funded the acquisition of the Purchased Shares with cash funds held for making investments.

## Item 4. Purpose of Transaction

*Item 4 of the Statement is hereby amended and supplemented by adding the following:*

The information furnished in Item 6 of this Amendment is incorporated into this Item 4 by reference. AFV-7, acquired the shares of the Issuer's Common Stock pursuant to the transaction described under Item 6 of this Amendment for investment purposes.

AFV Partners, AFV-7 or an affiliate thereof and DD Global intend to negotiate a new stock purchase agreement for the acquisition of an additional 18,326,732 shares of the Issuer's Common Stock beneficially owned by DD Global that AFV 7 did not purchase on November 22, 2021. There is no binding and enforceable commitment for such acquisition of additional shares until a definitive agreement is entered into by the parties.

## 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:

<b>Reporting Person</b>	<b>Shares Held Directly (1)</b>	<b>Sole Voting Power</b>	<b>Shared Voting Power</b>	<b>Sole Dispositive Power</b>	<b>Shared Dispositive Power</b>	<b>Beneficial Ownership</b>	<b>Percentage of Class (5)</b>
AFV-4	12,359,387	0	12,359,387	0	12,359,387	12,359,387	5.2%
AFV-7	35,273,268	0	35,273,268	0	35,273,268	35,273,268	14.8%
AFV (2)	0	0	47,632,655	0	47,632,655	47,632,655	20.0%
AFV Partners (3)	3,600,000	0	3,600,000	0	3,600,000	3,600,000	1.5%
Mr. Aquila (4)	369,610	369,610	51,232,655	369,610	51,232,655	51,602,265	21.6%

- (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. For Mr. Aquila, shares held directly include 334,610 shares of the Issuer's Common Stock received upon the vesting of Restricted Stock Units on October 19, 2021.
- (2) AFV exercises ultimate voting and investment power with respect to the shares held by AFV-4 and AFV-7.
- (3) Represents options to purchase an aggregate of 3,600,000 shares of the Issuer's Common Stock.
- (4) Mr. Aquila is (i) 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 and AFV-7, and (ii) the sole member and manager of AFV Partners and as such may be deemed to hold voting and dispositive power with respect to the options and the shares to be acquired upon exercise thereof, held by AFV Partners.
- (5) The percentages set forth above calculated based on 238,630,287 shares of the Issuer's Common Stock outstanding as of November 8, 2021, as disclosed in the Company's Quarterly Report on Form 10-Q as filed with the Commission on November 15, 2021, plus, pursuant to Rule 13d-3 of the Securities Exchange Act of 1934, as amended, in the case of AFV Partners and Mr. Aquila, 3,600,000 shares of the Issuer's Common Stock to be acquired upon the exercise of options held by AFV Partners.

- (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, and except for the grant to Mr. Aquila, in his capacity as Chief Executive Officer of the Issuer, by the Board of Directors of the Issuer, of an aggregate 6,000,000 Performance-Based Restricted Stock Units on November 4, 2021.

#### 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 November 19, 2021, AFV-7 entered into an amendment to the stock purchase agreement originally entered into on October 6, 2021 (as amended, the "Purchase Agreement") with DD Global Holdings Limited. Pursuant to the original Purchase Agreement, AFV-7 had agreed to purchase shares of the Issuer's Common Stock, and pursuant to the amended Purchase Agreement AFV-7 purchased 35,273,268 shares of the Issuer's Common Stock beneficially owned by DD Global Holdings Limited for an aggregate purchase price of \$230,263,000, or \$6.53 per share. The purchase was consummated on November 22, 2021.

The approximately 44.2 million shares that are currently retained by DD Global (which number does not include earnout shares that may be issued to DD Global and Champ Key) continue to be subject to certain transfer restrictions under a lockup and right of first refusal agreement originally dated October 6, 2021 and amended on November 19, 2021 (as amended, the "Lockup Agreement"). Pursuant to the Lockup Agreement, as amended, such transfer restrictions will be effective until the earlier of (i) the completion of an equity offering by the Issuer and (ii) April 6, 2022, subject to waiver by the Board of Directors of the Issuer and customary exemptions. Notwithstanding anything to the contrary, the lock-up period automatically expires on (i) December 10, 2021, if the purchase of additional 1,749,031 shares of the Issuer's Common Stock by AFV-7 or its affiliates does not close by such date or (ii) December 23, 2021, if the purchase of additional 16,577,701 shares of the Issuer's Common Stock by AFV-7 or its affiliates does not close by such date. During the lockup period, AFV-7 will have a right of first refusal to purchase the shares retained by DD Global at the same price and subject to the same terms and conditions pursuant to a bona fide offer to purchase by third parties. The exercise of the right of first refusal would not require approval of the Board of Directors of the Issuer.

Following the consummation of the acquisition of the 35,273,268 by AFV-7 reported in this Amendment, DD Global satisfies the ownership limitations through January 1, 2022 set forth under that certain National Security Agreement, dated December 18, 2020, by and among the Issuer, DD Global and on behalf of the CFIUS, the U.S. Departments of Defense, Justice, and the Treasury as the CFIUS Monitoring Agencies, which requires DD Global to reduce its ownership in the Issuer or transfer all shares of the Issuer's Common Stock beneficially owned by it to a voting trust, if DD Global owns Issuer shares in excess of certain levels as of certain future dates.

The information furnished in Item 3 of the Amendment is incorporated into this Item 6 by reference. Amendment No. 1 to the Stock Purchase Agreement and Amendment No. 1 to the Lockup Agreement are attached hereto as exhibits and are incorporated by reference herein.

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

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

- A. [Agreement regarding filing of joint Schedule 13D, dated November 22, 2021](#)
- B. [Amendment No. 1 to the Stock Purchase Agreement by and between AFV Partners SPV-7 LLC and DD Global Holdings Limited, dated November 19, 2021](#)
- C. [Amendment No. 1 to the Lock-Up and Right of First Refusal Agreement by and between DD Global Holdings Limited, Champ Key Limited and AFV Partners SPV-7 LLC, dated November 19, 2021](#)
- D. [Power of Attorney.](#)

#### 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: November 22, 2021

AFV Partners SPV-4 LLC

By: Tony Aquila, by /s/ Michael Fielkow, Attorney-in-Fact  
Tony Aquila, President and Chief Executive Officer

AFV Partners SPV-7 LLC

By: Tony Aquila, by /s/ Michael Fielkow, Attorney-in-Fact  
Tony Aquila, President and Chief Executive Officer

AFV Management Advisors LLC

By: Tony Aquila, by /s/ Michael Fielkow, Attorney-in-Fact  
Tony Aquila, Managing Member

AFV Partners LLC

By: Tony Aquila, by /s/ Michael Fielkow, Attorney-in-Fact  
Tony Aquila, Manager

Tony Aquila, by /s/ Michael Fielkow, Attorney-in-Fact  
Tony Aquila

**SCHEDULE I**

AFV Management Advisors LLC (“AFV”) is the sole manager and controlling member of AFV Partners SPV-7 LLC (“AFV-4”). Tony Aquila is the managing member of AFV. The officers of AFV-7 are as follows:

<b>Name</b>	<b>Position</b>	<b>Citizenship</b>
Tony Aquila	President and Chief Executive Officer	United States of America
Michael Horvath	Vice President	United States of America
Jana Bell	Vice President	United States of America
Lori McCutcheon	Vice President	United States of America
Peter Anderson	Vice President	United States of America



JOINT FILING STATEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to herein) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Common Stock, par value \$0.0001 per share, of Canoo Inc., a Delaware corporation, and that this Agreement may be included as an exhibit to such joint filing. This Joint Filing Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

I, the undersigned, hereby express my agreement that the attached Schedule 13D (and any amendments thereto) relating to the Common Stock of Canoo Inc. is filed on behalf of each of the undersigned.

Date: November 22, 2021

AFV Partners SPV-4 LLC

By: Tony Aquila, by /s/ Michael Fielkow, Attorney-in-Fact  
Tony Aquila, President and Chief Executive Officer

AFV Partners SPV-7 LLC

By: Tony Aquila, by /s/ Michael Fielkow, Attorney-in-Fact  
Tony Aquila, President and Chief Executive Officer

AFV Management Advisors LLC

By: Tony Aquila, by /s/ Michael Fielkow, Attorney-in-Fact  
Tony Aquila, Managing Member

AFV Partners LLC

By: Tony Aquila, by /s/ Michael Fielkow, Attorney-in-Fact  
Tony Aquila, Manager

Tony Aquila, by /s/ Michael Fielkow, Attorney-in-Fact  
Tony Aquila

AMENDMENT NO. 1 TO THE STOCK PURCHASE AGREEMENT

This Amendment No. 1 (this "Amendment"), dated as of November 19, 2021 (the "Effective Date"), to that certain Stock Purchase Agreement, dated October 6, 2021 (the "Purchase Agreement"), by and between AFV Partners SPV-7 LLC, a Delaware limited liability company ("Purchaser"), and DD Global Holdings Limited, an exempted company organized with limited liability in the Cayman Islands ("Seller"). All capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreement.

WHEREAS, pursuant to Section 9.5 of the Purchase Agreement, Purchaser and Seller wish to amend certain provisions to the Purchase Agreement as set forth below.

NOW, THEREFORE, the Purchase Agreement is hereby amended as follows:

1. Recital B of the Purchase Agreement is hereby amended in its entirety and replaced with the following:

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, 35,273,268 Shares (the "Purchased Shares"), pursuant to the terms and conditions set forth in this Agreement.

2. Section 2.2 of the Purchase Agreement is hereby amended in its entirety and replaced with the following:

2.2 Purchase Price. The aggregate purchase price to be paid to Seller by Purchaser for all of the Purchased Shares shall be equal to an amount in cash equal to \$230,263,000 (such aggregate amount, the "Purchase Price"). On or prior to the Closing Date, Purchaser shall pay to Seller by bank wire transfer of immediately available funds to the account designated in writing by Seller an amount in cash equal to the Purchase Price.

All issues and questions concerning the construction, validity, enforcement and interpretation of this Amendment will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application hereto of the Laws of any jurisdiction other than the State of Delaware. Any action, claim, suit or other legal proceeding relating to this Amendment shall be brought exclusively in the state or federal courts located in the State of Delaware (or any appellate courts therefrom). The parties expressly waive any objection based on personal jurisdiction, venue or forum non convenience. This Amendment is effective immediately. Except as amended hereby, the Purchase Agreement shall remain in full force and effect. In the event of any inconsistency or conflict between this Amendment and the Purchase Agreement, the terms and provisions contained in this Amendment shall supersede, govern and control. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Amendment. This Amendment may be executed and delivered by facsimile or email transmission of a portable document format (.pdf) copy and any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to the Purchase Agreement effective as of the Effective Date.

SELLER

DD GLOBAL HOLDINGS LIMITED

By: /s/ Li Pak Tam
Name: Li Pak Tam
Title: Director

PURCHASER

AFV PARTNERS SPV-7 LLC

By: /s/ Anthony Aquila
Name: Anthony Aquila
Title: Manager

AMENDMENT NO. 1 TO THE LOCK-UP AND RIGHT OF FIRST REFUSAL AGREEMENT

This Amendment No. 1 (this "Amendment"), dated as of November 19, 2021 (the "Effective Date"), to that certain Lock-Up And Right of First Refusal Agreement dated October 6, 2021 (the "Lockup Agreement"), is entered into by and among AFV Partners SPV-7 LLC, a Delaware limited liability company ("Purchaser"), DD Global Holdings Limited, an exempted company organized with limited liability in the Cayman Islands ("DD-G"), and Champ Key Limited, a company organized with limited liability in the British Virgin Islands ("Champ Key," and together with DD-G, collectively, "DD Global"). All capitalized terms used but not defined herein shall have the meanings given such terms in the Lockup Agreement.

WHEREAS, pursuant to paragraph 5 of the Lockup Agreement, the parties wish to amend certain provisions to the Lockup Agreement as set forth below.

NOW, THEREFORE, the Lockup Agreement is hereby amended as follows:

- 1. Paragraph 1 of the Lockup Agreement is hereby amended in its entirety and replaced with the following:

Subject to the exceptions set forth herein, DD Global agrees not to, without the prior written consent of the board of directors of the Company, (i) sell or loan, offer to sell or loan, contract or agree to sell, loan, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, any shares of Common Stock, par value \$0.0001 per share, of the Company ("Common Stock") held by it on the date hereof, any shares of Common Stock issuable upon the exercise of options to purchase shares of Common Stock held by it on the date hereof, or any securities convertible into or exercisable or exchangeable for Common Stock held by it on the date hereof, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of such shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii) (the actions specified in clauses (i)-(iii), collectively, "Transfer") during the period from the date hereof and ending on the earlier of the (x) six-month anniversary of the date hereof and (y) date that the Company consummates a transaction or series of transactions pursuant to which the Company issues and sells equity securities in a registered public offering with the principal purpose of raising capital (the "Lock-up Period"); provided that the Lock-up Period shall automatically expire on (x) December 10, 2021, if the purchase of additional 1,749,031 Shares in the Company by AFVP or its affiliates does not close by such date, or (y) December 23, 2021, if the purchase of additional 16,577,701 Shares in the Company by AFVP or its affiliates does not close by such date.

All issues and questions concerning the construction, validity, enforcement and interpretation of this Amendment will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application hereto of the Laws of any jurisdiction other than the State of Delaware. Any action, proceeding, claim or dispute arising out of, or relating in any way to, this Amendment shall be brought and enforced in any Delaware Chancery Court, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum. Except as amended hereby, the Lockup Agreement shall remain in full force and effect. In the event of any inconsistency or conflict between this Amendment and the Lockup Agreement, the terms and provisions contained in this Amendment shall supersede, govern and control. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Amendment. This Amendment may be executed and delivered by facsimile or email transmission of a portable document format (.pdf) copy and any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

\* \* \* \* \*



IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to the Lockup Agreement effective as of the Effective Date.

DD GLOBAL HOLDINGS LIMITED

By: /s/ Li Pak Tam
Name: Li Pak Tam
Title: Director

CHAMP KEY LIMITED

By: /s/ Li Pak Tam
Name: Li Pak Tam
Title: Director

AFV PARTNERS SPV-7 LLC

By: /s/ Anthony Aquila
Name: Anthony Aquila
Title: Manager



**POWER OF ATTORNEY**

Date: November 22, 2021

Know all by these presents, that the undersigned hereby constitutes and appoints Hector Ruiz and Michael Fielkow, or any of them signing singly, and with full power of substitution, the undersigned's true and lawful attorney-in-fact to:

1. execute for and on behalf of the undersigned with respect to Canoo Inc. (the "Company"), Schedules 13D and 13G and Forms 3, 4, and 5 in accordance with Sections 13 and 16(a) of the Securities Exchange Act of 1934 and the rules thereunder;
2. do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedules 13D or 13G or Form 3, 4, or 5, complete and execute any amendment or amendments thereto, and timely file such form with the U.S. Securities and Exchange Commission (the "SEC") and any stock exchange or similar authority; and
3. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming any of the undersigned's responsibilities to comply with Sections 13 and 16 of the Securities Exchange Act of 1934.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Forms 3, 4, and 5 with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of the date first written above.

AFV Partners SPV-7 LLC

/s/ Tony Aquila

Tony Aquila, President and Chief Executive Officer