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

FORM 10-Q

(Mark One)

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2024

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _________ to

Commission file number: **001-38248**

RUMBLE ON

RumbleOn, Inc.

(Exact name of registrant as specified in its charter)

Nevada	**46-3951329**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
901 W Walnut Hill Lane , Suite 110A **Irving , Texas**	**75038**
(Address of principal executive offices)	(Zip Code)

(214) 771-9952

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class B Common Stock, $0.001 par value	**RMBL**	**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. x Yes o No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). x Yes o No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "a smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	o	Accelerated filer	x
Non-accelerated filer	o	Smaller reporting company	x
		Emerging growth company	o

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). o Yes x No

The number of shares of Class B Common Stock, $0.001 par value, outstanding on November 1, 2024 was 35,320,954 shares. In addition, 50,000 shares of Class A Common Stock, $0.001 par value, were outstanding on November 1, 2024.

RUMBLE ON

QUARTERLY PERIOD ENDED SEPTEMBER 30, 2024
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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

RumbleOn, Inc.
Condensed Consolidated Balance Sheets
($ in millions, except per share amounts)

	September 30, 2024	December 31, 2023
ASSETS	*(Unaudited)*	
Current assets:		
Cash	$ 50.1	$ 58.9
Restricted cash	16.6	18.1
Accounts receivable, net	30.0	50.3
Inventory, net	293.7	347.5
Prepaid expense and other current assets	4.2	6.0
Total current assets	**394.6**	**480.8**
Property and equipment, net	71.5	76.8
Right-of-use assets	161.4	163.9
Franchise rights and other intangible assets	201.5	203.3
Other assets	1.5	1.5
Total assets	**$ 830.5**	**$ 926.3**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and other current liabilities	$ 70.2	$ 68.1
Vehicle floor plan notes payable	242.5	291.3
Current portion of long-term debt	39.2	35.6
Total current liabilities	**351.9**	**395.0**
Long-term liabilities:		
Long-term debt, net of current maturities	209.8	238.7
Operating lease liabilities	133.2	134.1
Other long-term liabilities, including finance lease obligation	52.3	52.9
Total long-term liabilities	**395.3**	**425.7**
Total liabilities	**747.2**	**820.7**
Commitments and contingencies		
Stockholders' equity:		
Class A common stock, $ 0.001 par value, 50,000 shares authorized, 50,000 shares issued and outstanding	—	—
Class B common stock, $ 0.001 par value, 100,000,000 shares authorized, 35,300,694 and 35,071,955 shares issued and outstanding as of September 30, 2024 and December 31, 2023, respectively	—	—
Additional paid-in capital	691.1	701.0
Accumulated deficit	(603.5)	(591.1)
Class B common stock in treasury, at cost, 123,089 shares	(4.3)	(4.3)
Total stockholders' equity	**83.3**	**105.6**
Total liabilities and stockholders' equity	**$ 830.5**	**$ 926.3**

See accompanying notes to the unaudited condensed consolidated financial statements.

RumbleOn, Inc.
Condensed Consolidated Statements of Operations
($ in millions, except per share amounts)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	**2023**	**2024**	**2023**
Revenue:				
Powersports vehicles	$ 206.4	$ 235.1	$ 656.2	$ 738.1
Parts, service and accessories	49.2	59.7	159.0	184.2
Finance and insurance, net	24.3	29.3	79.8	89.7
Vehicle transportation services	15.1	14.0	44.6	43.2
Total revenue	**295.0**	**338.1**	**939.6**	**1,055.2**
Cost of revenue:				
Powersports vehicles	182.6	202.8	571.8	634.1
Parts, service and accessories	26.5	32.7	86.5	99.5
Vehicle transportation services	11.6	10.6	34.5	32.9
Total cost of revenue	**220.7**	**246.1**	**692.8**	**766.5**
Gross profit	**74.3**	**92.0**	**246.8**	**288.7**
Selling, general and administrative	65.9	85.0	211.2	271.6
Depreciation and amortization	3.1	7.2	9.7	17.2
Operating income (loss)	**5.3**	**(0.2)**	**25.9**	**(0.1)**
Other income (expense):				
Floor plan interest expense	(4.4)	(3.9)	(12.7)	(9.8)
Other interest expense	(12.2)	(16.0)	(36.2)	(46.0)
Other income	0.1	0.1	0.4	0.2
Total other expense	**(16.5)**	**(19.8)**	**(48.5)**	**(55.6)**
Loss from continuing operations before income taxes	**(11.2)**	**(20.0)**	**(22.6)**	**(55.7)**
Income tax benefit	—	(3.5)	(0.4)	(9.7)
Loss from continuing operations	**(11.2)**	**(16.5)**	**(22.2)**	**(46.0)**
Loss from discontinued operations	**—**	**—**	**—**	**(1.0)**
Net loss	**$ (11.2)**	**$ (16.5)**	**$ (22.2)**	**$ (47.0)**
Weighted average shares - basic and diluted	35,283,033	16,665,709	35,209,785	16,452,254
Loss from continuing operations per share - basic and diluted	$ (0.32)	$ (0.99)	$ (0.63)	$ (2.80)
Loss from discontinued operations per share - basic and diluted	$ —	$ —	$ —	$ (0.06)
Net loss per share - basic and diluted	$ (0.32)	$ (0.99)	$ (0.63)	$ (2.86)

See accompanying notes to the unaudited condensed consolidated financial statements.

RumbleOn, Inc.
Consolidated Statements of Stockholders' Equity
($ in millions)
(Unaudited)

	Common Shares		Additional	Accumulated	Treasury Shares		Total Stockholders'
	Class A	Class B	Paid-in Capital	Deficit	Shares	Amount	Equity
June 30, 2024	50,000	35,226,730	$ 690.0	$ (592.3)	123,089	$ (4.3)	$ 93.4
Stock-based compensation	—	73,964	1.1	—	—	—	1.1
Net loss	—	—	—	(11.2)	—	—	(11.2)
September 30, 2024	50,000	35,300,694	$ 691.1	$ (603.5)	123,089	$ (4.3)	$ 83.3

	Common Shares		Additional Paid-	Accumulated	Treasury Shares		Total Stockholders'
	Class A	Class B	in Capital	Deficit	Shares	Amount	Equity
December 31, 2023	50,000	35,071,955	$ 701.0	$ (591.1)	123,089	$ (4.3)	$ 105.6
Cumulative effect adjustment from adoption of ASU 2020-06	—	—	(13.5)	9.8	—	—	(3.7)
Stock-based compensation	—	228,739	3.9	—	—	—	3.9
Other	—	—	(0.3)	—	—	—	(0.3)
Net loss	—	—	—	(22.2)	—	—	(22.2)
September 30, 2024	50,000	35,300,694	$ 691.1	$ (603.5)	123,089	$ (4.3)	$ 83.3

	Common Shares		Additional	Accumulated	Treasury Shares		Total Stockholders'
	Class A	Class B	Paid-in Capital	Deficit	Shares	Amount	Equity
June 30, 2023	50,000	16,565,389	$ 593.0	$ (406.1)	123,089	$ (4.3)	$ 182.6
Stock-based compensation	—	170,002	3.1	—	—	—	3.1
Tax withholding for vesting of RSUs	—	—	(0.2)	—	—	—	(0.2)
Issuance of warrant	—	—	6.1	—	—	—	6.1
Net loss	—	—	—	(16.5)	—	—	(16.5)
September 30, 2023	50,000	16,735,391	$ 602.0	$ (422.6)	123,089	$ (4.3)	$ 175.1

	Common Shares		Additional	Accumulated	Treasury Shares		Total Stockholders'
	Class A	Class B	Paid-in Capital	Deficit	Shares	Amount	Equity
December 31, 2022	50,000	16,184,264	$ 585.9	$ (375.6)	123,089	$ (4.3)	$ 206.0
Stock-based compensation	—	551,127	10.9	—	—	—	10.9
Tax withholding for vesting of RSUs	—	—	(0.9)	—	—	—	(0.9)
Issuance of warrant	—	—	6.1	—	—	—	6.1
Net loss	—	—	—	(47.0)	—	—	(47.0)
September 30, 2023	50,000	16,735,391	$ 602.0	$ (422.6)	123,089	$ (4.3)	$ 175.1

RumbleOn, Inc.
Condensed Consolidated Statements of Cash Flows
($ in millions)
(Unaudited)

	Nine Months Ended September 30,	
	2024	**2023**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	**$ (22.2)**	**$ (47.0)**
Less: Loss from discontinued operations	—	(1.0)
Loss from continuing operations	(22.2)	(46.0)
Adjustments to reconcile loss from continuing operations to net cash provided by operating activities:		
Depreciation and amortization	9.7	17.2
Amortization of debt issuance costs	6.9	7.3
Stock-based compensation	3.9	10.9
Deferred taxes	(0.4)	(10.1)
Interest paid-in-kind capitalized to debt principal	0.7	—
Gain on partial termination of warehouse lease	(0.9)	—
Valuation allowance charge for loans receivable held for sale	—	6.0
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	20.3	(0.7)
Inventory	54.7	(30.0)
Prepaid expenses and other assets	1.8	2.0
Other liabilities	2.8	1.5
Accounts payable and accrued liabilities	1.7	4.6
Floor plan trade note borrowings	(10.4)	18.8
Net cash provided by (used in) operating activities	**68.6**	**(18.5)**
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisitions, net of cash received	(0.7)	(3.3)
Purchase of property and equipment	(1.6)	(7.8)
Technology development	(0.4)	(1.7)
Net cash used in investing activities	**(2.7)**	**(12.8)**
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of debt	(35.5)	(59.0)
Net increase (decrease) in borrowings from non-trade floor plans	(39.3)	46.0
Proceeds from sale leaseback transaction	—	49.7
Shares redeemed for employee tax obligations	—	(0.9)
Debt issuance costs	(1.1)	(1.8)
Other financing costs	(0.3)	—
Net cash provided by (used in) financing activities	**(76.2)**	**34.0**
CASH FLOWS FROM DISCONTINUED OPERATIONS		
Net cash provided by operating activities	—	3.4
Net cash used in financing activities	—	(5.2)
Net cash used in discontinued operations	**—**	**(1.8)**
NET CHANGE IN CASH AND RESTRICTED CASH	(10.3)	0.9
Cash and restricted cash at beginning of period	**77.0**	**58.6**
Cash and restricted cash at end of period	**$ 66.7**	**$ 59.5**

See accompanying notes to the unaudited condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1 – DESCRIPTION OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Unless the context requires otherwise, references in these financial statements to “RumbleOn,” the “Company,” “we,” “us,” and “our” refer to RumbleOn, Inc. and its consolidated subsidiaries.

RumbleOn, Inc. is headquartered in the Dallas Metroplex and completed its initial public offering in 2017. We operate primarily through two operating segments, which are also our reportable segments for segment reporting: our powersports dealership group and Wholesale Express, LLC (“Express”), a transportation services provider. We were incorporated in 2013. We have grown primarily through acquisition, the largest to date being our 2021 acquisition of the RideNow business followed by our 2022 acquisition of the Freedom Powersports business. These acquisitions added 54 powersports dealerships to our Company.

We offer a wide selection of new and pre-owned motorcycles, all-terrain vehicles (“ATV”), utility terrain or side-by-side vehicles (“SXS”), personal watercraft (“PWC”), snowmobiles, and other powersports products, including parts, apparel, accessories, finance & insurance products and services (“F&I”), and aftermarket products from a wide range of manufacturers. Additionally, we offer a full suite of repair and maintenance services. As of September 30, 2024, we operated 56 retail locations with powersports franchises (motorcycles, ATVs, SXSs, PWCs, snowmobiles, and other powersports products) in Alabama, Arizona, California, Florida, Georgia, Kansas, Massachusetts, Nevada, North Carolina, Ohio, Oklahoma, South Dakota, Texas, and Washington.

We source high quality pre-owned inventory via our proprietary Cash Offer technology, which allows us to purchase pre-owned units directly from consumers.

Express provides asset-light brokerage services facilitating automobile transportation primarily between and among dealers. We provide services focused on pre-owned vehicles to clients in all 50 states through our established network of pre-qualified carriers.

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) for interim information and with the instructions on Form 10-Q and Rule 8-03 of Regulation S-X pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) for smaller reporting companies. The condensed consolidated financial statements include the accounts of RumbleOn, Inc. and its subsidiaries, which are all wholly owned. In accordance with those rules and regulations, the Company has omitted certain information and notes required by GAAP for annual consolidated financial statements. In the opinion of management, these condensed consolidated financial statements contain all normal, recurring adjustments necessary for the fair presentation of the Company’s financial position and results of operations for the periods presented. The year-end balance sheet data was derived from audited financial statements. These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2023 (the “2023 Form 10-K”). The results of operations for the three and nine months ended September 30, 2024 are not necessarily indicative of the results expected for the entire fiscal year. Intercompany accounts and material intercompany transactions have been eliminated.

Reclassifications

Certain prior year amounts have been reclassified to conform to the current year's presentation. In particular, the financing lease obligation was reclassified from debt to other long-term liabilities on the consolidated balance sheet.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. These estimates are based on management's best knowledge of current events, historical experience, actions that the Company may undertake in the future and on various other assumptions that are believed to be reasonable under the circumstances. As additional information becomes available, or actual amounts are determinable, the recorded estimates are revised. Consequently, operating results can be affected by revisions to prior accounting estimates.

Franchise Rights and Other Intangible Assets

Franchise rights and other intangible assets are tested for impairment annually as of October 1, or whenever events or changes in circumstances indicate that an impairment may exist. During the quarter ended September 30, 2024, the Company considered a number of factors including, but not limited to, current macroeconomic conditions such as inflation, economic growth, and interest rate movements, industry and market considerations, stock price performance (including performance relative to peers), overall financial performance of the Company, and the Company’s market capitalization relative to its net assets. Based on the analysis of relevant factors, the Company concluded a triggering event had not occurred as of September 30, 2024. The Company has commenced its annual impairment process as of October 1, 2024, which includes engaging a third party valuation specialist to assist in determining the fair value of the franchise rights. The Company’s annual impairment analysis as of October 1 is incomplete at this time, and management expects to finalize this assessment in the fourth quarter.

Liquidity and Management’s Plans

The Company’s convertible senior 6.75 % promissory notes are due January 1, 2025. As described more fully in Note 12, the Company recently took steps to improve its liquidity and temporarily make certain debt covenants more favorable to the Company.

As of September 30, 2024, the Company was in compliance with the financial covenants under Amendment No. 8 to the Credit Agreement (as defined in Note 4) but determined it may need additional capital and/or relief from the financial covenants in the future. On November 11, 2024, the Company and Oaktree (as defined in Note 4) executed Amendment No. 9 to the Credit Agreement (as defined in Note 12), which provided the Company with revised financial covenants through June 30, 2026, permitted the Company to enter into the Rights Offering Term Sheet, and the Pre-Owned Floor Plan Facility and SLB Commitment Letter (each as defined in Note 12), and permit the Company to pay the convertible senior 6.75 % promissory notes due January 1, 2025.

As a result of the Rights Offering Term Sheet and the Pre-Owned Floor Plan Facility and SLB Commitment Letter, which collectively represent $ 30 million of incremental capital, and Amendment No. 9, the Company believes that it will be in compliance with all covenants under the Credit Agreement, as amended by Amendment No. 9, for the next one-year period. As of September 30, 2024, the Company has classified obligations under the Credit Agreement as non-current liabilities.

On September 30, 2024, the Company was not in compliance with the “Minimum EBITDA” financial covenant associated with its JPM Credit Line (as defined in Note 4). On October 23, 2024, the Company paid the outstanding balance under its JPM Credit Line, which was $ 5.7 million as of September 30, 2024. As of November 1, 2024, pursuant to the terms of the agreement, no amounts may be borrowed under this credit line.

Adoption of New Accounting Standards

Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40)

On January 1, 2024, the Company adopted ASU 2020-06, *Debt - Debt with Conversion and Other Options and Derivatives and Hedging - Contracts in Entity's Own Equity*, using the modified retrospective method. As a result of this adoption, the Company derecognized the remaining unamortized debt discount of $ 3.7 million on its 6.75 % convertible secured senior notes and therefore no longer recognizes any amortization of such debt discount as interest expense. Upon adoption of ASU 2020-06, the Company reclassified the $ 3.7 million unamortized debt discount from additional paid-in-capital to long-term debt and also recorded a $ 9.8 million cumulative adjustment credit to retained earnings for amortization from the issuance date through January 1, 2024 with an offset to additional paid-in-capital. The impact of our adoption of this standard was approximately $ 0.08 per share for the nine months ended September 30, 2024, which reflected the reduction of non-cash interest expense. The prior period consolidated financial statements have not been retrospectively adjusted and continue to be reported under the accounting standards in effect for those periods.

Recent Pronouncements Not Yet Adopted

Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures

Issued in November 2023, ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* , requires a public entity to disclose significant segment expenses and other segment items on an annual and interim basis and provide in interim periods all disclosures about a reportable segment's profit or loss and assets that are currently required annually. Additionally, it requires a public entity to disclose the title and position of the Chief Operating Decision Maker ("CODM"). The ASU does not change how a public entity identifies its operating segments, aggregates them, or applies the quantitative thresholds to determine its reportable segments. The new standard is effective for the Company for fiscal year 2024 and interim periods beginning in 2025, with early adoption permitted. We will adopt this standard beginning with our 2024 Annual Report on Form 10-K, and we expect only an impact to our disclosures, which will be made on a retrospective basis, with no impact to our results of operations, cash flows or financial condition.

Income Taxes (Topic 740): Improvements to Income Tax Disclosures

Issued in December 2023, ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* , focuses on the rate reconciliation and income taxes paid. This ASU requires disclosure, on an annual basis, a tabular rate reconciliation using both percentages and currency amounts, broken out into specified categories with certain reconciling items further broken out by nature and jurisdiction to the extent those items exceed a specified threshold. In addition, the ASU requires disclosure of income taxes paid, net of refunds received disaggregated by federal, state/local, and foreign and by jurisdiction if the amount is at least 5% of total income tax payments, net of refunds received. The new standard is effective for the Company for 2025, with early adoption permitted. An entity may apply the amendments in this ASU prospectively by providing the revised disclosures for the period ending December 31, 2025 and continuing to provide the pre-ASU disclosures for the prior periods, or may apply the amendments retrospectively by providing the revised disclosures for all periods presented. We expect this ASU to only impact our disclosures with no impacts to our results of operations, cash flows, and financial condition.

NOTE 2 – REVENUE

The significant majority of the Company's revenue is from contracts with customers. In the following tables, revenue is disaggregated by major lines of goods and services and timing of transfer of goods and services. We have determined that these categories depict how the nature, amount, timing, and uncertainty of our revenue and cash flows are affected by economic factors.

	Three Months Ended September 30,		Nine Months Ended September 30,	
($ in millions)	2024	2023	2024	2023
Revenue				
New vehicles	$ 147.1	$ 159.6	$ 477.9	$ 501.5
Pre-owned vehicles	59.3	75.5	178.3	236.6
Total powersports vehicles	206.4	235.1	656.2	738.1
Parts, service and accessories	49.2	59.7	159.0	184.2
Finance and insurance, net	24.3	29.3	79.8	89.7
Vehicle transportation services	15.1	14.0	44.6	43.2
Total revenue	$ 295.0	$ 338.1	$ 939.6	$ 1,055.2
Timing of revenue recognition				
Goods and services transferred at a point in time	$ 260.8	$ 301.8	827.5	941.1
Goods and services transferred over time	34.2	36.3	112.1	114.1
Total revenue	$ 295.0	$ 338.1	$ 939.6	$ 1,055.2

NOTE 3 – ACCOUNTS RECEIVABLE, NET

Accounts receivable consisted of the following:

($ in millions)	September 30, 2024	December 31, 2023
Contracts in transit	$ 11.1	$ 16.0
Trade receivables	12.1	9.8
Factory receivables[1]	7.4	9.6
Receivable from the sale of the ROF loan portfolio [2]	—	15.4
	30.6	50.8
Less: allowance for doubtful accounts	0.6	0.5
	$ 30.0	$ 50.3

(1) Primarily amounts due from manufacturers for holdbacks, rebates, co-op advertising, warranty and supplies returns.

(2) Represents the selling price for the RumbleOn Finance loan portfolio that was sold in the fourth quarter of 2023 but settled in January 2024. The loans in the portfolio were originated in connection with certain sales of the Company's inventory.

NOTE 4 – DEBT

Long-term debt consisted of the following as of September 30, 2024 and December 31, 2023:

($ in millions)	September 30, 2024	December 31, 2023
Term Loan Credit Agreement due August 2026	$ 226.4	$ 248.7
Convertible senior 6.75 % promissory notes due January 2025	38.8	38.8
RumbleOn Finance line of credit [1]	—	12.2
Fleet notes and other	1.9	2.1
Total principal amount	267.1	301.8
Less: unamortized debt issuance costs[2]	(18.1)	(27.5)
Total long-term debt	249.0	274.3
Less: Current portion of long-term debt	(39.2)	(35.6)
Long-term debt, net of current portion	$ 209.8	$ 238.7

(1) Terminated after it was paid in full in January 2024 from the proceeds of the sale of the RumbleOn Finance loan portfolio.

(2) Amount at December 31, 2023 included $ 3.7 million of unamortized debt discount associated with the convertible senior 6.75 % promissory notes that was derecognized in conjunction with the Company's adoption of ASU 2020-06 as of January 1, 2024. See Note 1.

Vehicle floor plan notes payable as of September 30, 2024 and December 31, 2023 were as follows:

($ in millions)	September 30, 2024	December 31, 2023
Floor plan notes payable - trade	$ 92.4	$ 101.9
Floor plan notes payable - non-trade	150.1	189.4
Floor plan notes payable	$ 242.5	$ 291.3

Term Loan Credit Agreement

The Company has a term loan credit agreement (as amended, the “Credit Agreement”) among the Company, as borrower, the lenders party thereto, and Oaktree Fund Administration, LLC, as administrative agent and collateral agent (“Oaktree”). Other than certain interest that is payable in kind (“PIK”) at the Company's option, no additional amounts are available to be borrowed under the Credit Agreement.

Borrowings under the Credit Agreement bear interest at a rate per annum equal, at the Company’s option, to either (a) SOFR (with a floor of 1.00 %), plus an applicable margin of 8.25 % or (b) a fluctuating adjusted base rate in effect from time to time, plus an applicable margin of 7.25 %, provided that Amendment No. 8 (as defined below) extended the additional 0.5 % of interest that was put in place as part of Amendment No. 5 to the Credit Agreement through March 31, 2025. At the Company’s option, up to 1.50 % of interest, including the 0.5 % of additional interest, may be payable in kind. The interest rate on September 30, 2024, was 14.27 %, including the additional 0.5 % of interest that the Company has elected to pay in kind.

Obligations under the Credit Agreement are secured by a first-priority lien on substantially all of the assets of the Company and its wholly owned subsidiaries (the “Subsidiary Guarantors”), although certain assets of the Company and Subsidiary Guarantors are subject to a first-priority lien in favor of floor plan lenders, and such liens and priority are subject to certain other exceptions. The Subsidiary Guarantors also guarantee the obligations of the Company under the Credit Agreement.

During the nine months ended September 30, 2024, the Company repaid $ 23.0 million in principal under the Credit Agreement. The Company provided customary representations and covenants under the Credit Agreement, which include financial covenants and collateral performance covenants.

At June 30, 2024, the Company was not in compliance with certain leverage ratio financial covenants under the Credit Agreement as of such date. On August 6, 2024, the Company, the Subsidiary Guarantors party thereto, Oaktree and the lenders party thereto executed Amendment No. 8 to the Credit Agreement ("Amendment No. 8"), pursuant to which, among other things: (i) the leverage ratios were revised and made less restrictive through December 31, 2024, (ii) the level of liquidity required by the minimum liquidity covenant was increased from $ 25.0 million to $ 30.0 million starting June 30, 2024 and continuing through the maturity of the term loan, and (iii) a compliance certificate is required to be submitted affirming compliance with the then effective leverage and liquidity tests upon any full or partial cash settlement of the convertible senior 6.75 % promissory notes due January 1, 2025.

Amendment No. 8 was made effective as of June 30, 2024, and the lenders agreed in Amendment No. 8 that no event of default exists or arises from such financial covenants as of such date. The Company agreed to pay a one-time fee of 0.5 % of the loan amount in cash, and the additional 0.5 % of interest was extended through March 31, 2025.

The Company was in compliance with the Credit Agreement as of September 30, 2024; however, financial projections indicated that more liquidity may be needed to ensure that the Company maintains compliance with the minimum liquidity covenant. As more fully discussed in Note 12, on November 11, 2024, the Company, the Subsidiary Guarantors party thereto, Oaktree and the lenders party thereto executed Amendment No. 9 to the Credit Agreement, which among other things, revised applicable leverage ratios, permitted the Company to enter into the Rights Offering Term Sheet and the Pre-Owned Floor Plan Facility and SLB Commitment Letter (each as defined in Note 12), and permit the Company to pay the convertible senior 6.75 % promissory notes due January 1, 2025. The additional 0.5 % of interest previously extended through March 31, 2025 will terminate on December 31, 2024.

Based on the amended terms of the Credit Agreement and the $ 30 million of capital commitments made by certain related parties as discussed in Note 1, the Company believes that it will be in compliance with all covenants under the Credit Agreement, as amended by Amendment No. 9, for the next one-year period. As of September 30, 2024, the Company has classified obligations under the Credit Agreement as non-current liabilities.

RumbleOn Finance Line of Credit

As disclosed in the consolidated financial statements in our 2023 Form 10-K, on January 2, 2024, the Company repaid the entire balance due under this loan from cash proceeds from the 2023 sale of the loan portfolio held at RumbleOn Finance. This line of credit was then terminated.

Vehicle Floor Plan Notes Payable

Vehicle floor plan notes payable are classified as current liabilities. Floor plan notes payable (trade) reflects amounts borrowed to finance the purchase of specific new and, to a lesser extent, pre-owned powersports vehicle inventory with corresponding manufacturers' captive finance subsidiaries ("trade lenders"). Floor plan notes payable (non-trade) represents amounts borrowed to finance the purchase of specific new and pre-owned powersports vehicle inventories with non-trade lenders. Changes in vehicle floor plan notes payable (trade) are reported as operating cash flows, and changes in floor plan notes payable (non-trade) are reported as financing cash flows in the accompanying Consolidated Statements of Cash Flows. Inventory serves as collateral under vehicle floor plan notes payable borrowings.

New inventory costs are generally reduced by manufacturer holdbacks, incentives, floor plan assistance, and non-reimbursement-based manufacturer advertising rebates, while the related vehicle floor plan payables are reflective of the gross cost of the powersports vehicle. The vehicle floor plan payables will generally also be higher than the inventory cost due to the timing of the sale of a vehicle and payment of the related liability. Vehicle floor plan facilities are due on demand, but in the case of new vehicle inventories, are generally paid within a few business days after the related vehicles are sold.

New vehicle floor plan facilities generally utilize SOFR or ADB (Average Daily Balance)-based interest rates while pre-owned vehicle floor plan facilities are based on prime or SOFR. The aggregate capacity to finance our inventory under the new and pre-owned vehicle floor plan facilities as of September 30, 2024 was $ 364.0 million, of which $ 242.5 million was used.

At September 30, 2024, the Company had a Floor Plan Line with J.P. Morgan (the “JPM Credit Line”) with an advance limit of $ 8.0 million, of which $ 5.7 million was used. The JPM Credit Line was amended on August 6, 2024 after the Company was not in compliance with the “Minimum EBITDA” financial covenant as of June 30, 2024. This amendment revised the applicable financial covenants for the remainder of its term, and the term was extended from October 25, 2024 to December 31, 2024. As of September 30, 2024, the Company was not in compliance with the new “Minimum EBITDA” financing covenant. On October 23, 2024, the Company paid off the outstanding balance under the JPM Credit Line. As of November 1, 2024, no amounts may be borrowed under the JPM Credit Line.

The following table sets forth the Company’s interest expense:

	Three Months Ended September 30,		Nine Months Ended September 30,	
($ in millions)	**2024**	**2023**	**2024**	**2023**
Floor plan interest expense	**$ 4.4**	**$ 3.9**	**$ 12.7**	**$ 9.8**
Other interest expense:				
Interest expense on term loan	$ 10.8	$ 13.6	$ 31.8	$ 39.9
Interest expense on convertible debt	0.7	1.5	2.0	4.3
Interest on finance lease obligation (1)	1.1	0.2	3.4	0.2
Other interest expense (income), net	$ (0.4)	$ 0.7	$ (1.0)	$ 1.6
Total other interest expense	**$ 12.2**	**$ 16.0**	**$ 36.2**	**$ 46.0**
Total interest expense	**$ 16.6**	**$ 19.9**	**$ 48.9**	**$ 55.8**

(1) Finance lease obligation is reported in other long-term liabilities on our consolidated balance sheets.

NOTE 5 – STOCK-BASED COMPENSATION

The following table reflects the Company's stock-based compensation expense:

	Three Months Ended September 30,		Nine Months Ended September 30,	
($ in millions)	**2024**	**2023**	**2024**	**2023**
Restricted Stock Units	$ 0.9	$ 3.1	$ 3.3	$ 10.9
Stock Options	0.2	—	0.6	—
Total stock-based compensation	$ 1.1	$ 3.1	$ 3.9	$ 10.9

On March 19, 2024, the Company made its annual grant with a total fair value of $ 2.3 million to eligible employees consisting of 238,577 time-based restricted stock units (“RSUs”) and 228,042 performance-based restricted stock units (“PSUs”). The RSUs vest annually over a three-year period and were valued at the prior day's closing price of RMBL Class B Common Stock of $ 5.71 per share. The PSUs vest if and when certain target stock prices are reached and maintained for a minimum 30 trading days within three years from the grant date. The $ 3.91 average per-share fair value of the PSUs was determined using a Monte Carlo model.

NOTE 6 – INCOME TAXES

The Company recognized a tax benefit of $ 0.4 million for the nine months ended September 30, 2024, representing an effective income tax rate of 1.8 %. The Company did not recognize a tax benefit for the three months ended September 30, 2024. The difference between the U.S. federal income tax rate of 21.0% and the Company's overall income tax rate was primarily due to state income tax and a change in the valuation allowance for federal and state tax purposes.

The Company recognized tax benefits of $ 3.5 million and $ 9.7 million for the three and nine months ended September 30, 2023, respectively, representing effective income tax rates of 17.5 % and 17.4 %, respectively. The difference between the U.S. federal income tax rate of 21.0% and the Company's overall income tax rate for both periods in 2023 was primarily due to the tax effect of non-deductible executive compensation, non-deductible interest expense, and discrete tax impacts of stock compensation that vested during the period.

NOTE 7 – LOSS PER SHARE

The following common stock equivalents were outstanding as of September 30, and they were excluded from the calculations of loss per share because they were anti-dilutive or because their market condition had not been met:

	2024	2023
Unvested RSUs	493,663	820,916
Unvested PSUs	204,503	—
Warrants to purchase shares of Class B Common Stock	1,212,121	1,213,647
Shares issuable in connection with 6.75 % convertible senior notes	1,302,000	982,107
Vested stock options	527	2,340
Performance stock options	825,000	—

NOTE 8 – SUPPLEMENTAL CASH FLOW INFORMATION

The following table includes supplemental cash flow information, including non-cash investing and financing activity for the nine months ended September 30, 2024 and 2023:

	Nine Months Ended September 30,	
($ in millions)	2024	2023
Cash paid for interest	$ 36.8	$ 54.5
Cash paid for (refunds from) taxes, net	(1.0)	0.9
Cash payments for operating leases	23.0	21.9
Right-of-use assets obtained in exchange for operating lease liabilities	6.8	14.4
Capital expenditures and technology development costs included in accounts payable and other current liabilities	—	0.1
Fair value of warrants issued as financing costs	—	6.1
Capital expenditures included in debt	0.2	—

The following table shows the cash and restricted cash balances:

($ in millions)	September 30, 2024	December 31, 2023	September 30, 2023
Cash	$ 50.1	$ 58.9	$ 41.4
Restricted cash[(1)]	16.6	18.1	18.1
Total cash and restricted cash	$ 66.7	$ 77.0	$ 59.5

(1) Amounts included in restricted cash are primarily comprised of the deposits required under the Company's various floor plan lines of credit.

NOTE 9 – RELATED-PARTY TRANSACTIONS

Leases

The Company has operating leases from related parties for 25 properties consisting of dealerships and offices, one of which was entered into in 2024 and contains an option to purchase a property at or above its fair market value subject to the terms of the lease. Each of these related-party leases is with a wholly owned subsidiary of the Company as the tenant and an entity controlled by William Coulter and/or Mark Tkach, as the landlord. Mr. Coulter and Mr. Tkach are directors and former executive officers of the Company. Most of these leases have an initial 20-year term and contain annual 2 % increases on base rent. Rent expense associated with the related-party operating leases was $ 4.8 million and $ 4.6 million for the three months ended September 30, 2024 and 2023, respectively, and $ 14.3 million and $ 13.9 million for the nine months ended September 30, 2024 and 2023, respectively, and is included in selling, general and administrative expenses on the consolidated statements of operations.

The following table provides the amounts for related party leases that are included on the balance sheets:

($ in millions)	September 30, 2024	December 31, 2023
Right-of-use assets	$ 105.0	$ 108.5
Current portion of operating lease liabilities [(1)]	14.3	14.2
Long-term portion of operating lease liabilities	99.7	96.2

(1) Included in accounts payable and other current liabilities.

Employment of Immediate Family Members

Mr. Tkach has two immediate family members that are employed by the Company: one as a vice president and one as a commissioned sales representative. The vice president received aggregate gross pay, including grants of restricted stock, of $ 0.1 million and $ 0.3 million for the three and nine months ended September 30, 2024, and $ 0.2 million and $ 0.4 million for the three and nine months ended September 30, 2023. The commissioned sales representative earned in excess of $ 0.1 million in 2023. All compensation-related decisions were made in a manner that is consistent with internal practices and policies for both employees.

Other Transactions

See Note 12 for subsequent events involving related parties.

NOTE 10 - SEGMENT INFORMATION

The following tables provide information related to our two segments. The powersports dealership group segment is significantly larger and requires more investment than the vehicle transportation services segment. As a result, substantially all of the Company's interest expense and depreciation and amortization is attributed to the powersports dealership group segment.

($ in millions)	Powersports Dealership Group	Vehicle Transportation Services	Eliminations	Total
Three Months Ended September 30, 2024				
Revenue from external customers	$ 279.9	$ 15.1	$ —	$ 295.0
Operating income	4.0	1.3	—	5.3
Three Months Ended September 30, 2023				
Revenue from external customers	$ 324.1	$ 14.0	$ —	$ 338.1
Revenue from discontinued operating segment	—	0.1	(0.1)	—
Operating income (loss)	(1.7)	1.5	—	(0.2)
Nine Months Ended September 30, 2024				
Revenue from external customers	$ 895.0	$ 44.6	$ —	$ 939.6
Operating income	21.9	4.0	—	25.9
Nine Months Ended September 30, 2023				
Revenue from external customers	$ 1,012.0	$ 43.2	$ —	$ 1,055.2
Revenue from discontinued operating segment	—	0.4	(0.4)	—
Operating income (loss)	(4.5)	4.4	—	(0.1)
Total Assets by Segment (1)				
September 30, 2024	$ 1,632.8	$ 5.0	$ (807.3)	$ 830.5
December 31, 2023	1,766.3	4.0	(844.0)	926.3

(1) Eliminations relate to investments of various acquisitions and receivables and other balances for intercompany activities.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Legal Matters

From time to time, the Company is involved in various claims and legal actions that arise in the ordinary course of business. Although the results of litigation and claims cannot be predicted with certainty, as of September 30, 2024, the Company does not believe that the ultimate resolution of any legal actions, either individually or in the aggregate, will have a material adverse effect on its financial position, results of operations, liquidity, and capital resources.

Future litigation may be necessary to defend the Company by determining the scope, enforceability and validity of third-party proprietary rights or to establish its own proprietary rights. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources, and other factors.

SEC Investigation

On June 28, 2024, the Company received a subpoena from the SEC requesting documents created during or relating to the period from January 1, 2021 through the date of the subpoena. The subpoena covers documents relating to, among other matters, the Company's previously disclosed internal investigation into the use of Company resources by Marshall Chesrown; the Company's review, consideration and approval, and the underlying terms of, related party transactions; employment, compensation, reimbursement and severance arrangements; and disclosures and communications to customers and investors regarding the Company's cash offer tool and certain of its technology. The Company continues to cooperate with the SEC's inquiry.

The Company cannot predict the ultimate outcome or timing of the SEC investigation, what, if any, actions may be taken by the SEC, or the effect that such actions may have on the business, prospects, operating results and financial condition of the Company.

Internal Investigation and Delaware Litigation

As previously disclosed, the Company began an investigation of certain allegations surrounding Marshall Chesrown's use of Company resources in 2023. On July 7, 2023, Mr. Chesrown provided the Board a letter of resignation (the "Resignation Letter") describing Mr. Chesrown's disagreement with several recent corporate governance, disclosure and other actions taken by the Company, the Board and certain of its members, and indicated his intent to pursue legal claims. The Company disagrees with the characterization of the allegations and assertions described in the Resignation Letter. The Company and Mr. Chesrown conducted a pre-suit mediation in October 2023, as required in his employment agreement, but did not resolve the matter. On March 13, 2024, Mr. Chesrown filed suit against the Company in Delaware Superior Court for the claims asserted in his Resignation Letter. Mr. Chesrown is seeking a declaratory judgment that he resigned with good reason, termination compensation damages in the amount of $ 7.5 million, general and reputational damages in the amount of $ 50 million, punitive damages, attorney's fees and litigation costs. The parties are now engaged in the initial stages of discovery. The subject matter of the litigation overlaps with the investigation begun by the Company in 2023. As of the date of this filing, the Company has not decided what actions, if any, may be taken with regard to the investigation allegations. We intend to defend the litigation claims vigorously; however, we can provide no assurance regarding the outcome of this matter.

Letters of Credit

We issue letters of credit to secure the Company's various financial obligations, including floor plan financing arrangements and insurance policy deductibles and other claims. The total amount of outstanding letters of credit as of September 30, 2024 was $ 12.0 million. We do not believe that it is probable that any of the letters of credit will be drawn upon.

NOTE 12 – SUBSEQUENT EVENTS

Rights Offering Term Sheet

On November 11, 2024, the Company, Stone House Capital Management, LLC, a Delaware limited liability company ("Stone House", and, together with its affiliates, the "Backstop Investor"), and Mark Tkach and William Coulter (each, a "Supporting Investor," and together with the Backstop Investor, the "Investors") entered into a binding term sheet for a fully backstopped rights offering (the "Rights Offering Term Sheet"). Pursuant to and subject to the terms and conditions contained in the Rights Offering Term Sheet, the Company shall pursue a rights offering (the "Rights Offering") whereby holders of record of Class A Common Stock and Class B Common Stock as of the record date for the Rights Offering will be granted pro rata subscription rights to purchase an aggregate of $ 10.0 million of shares of Class B Common Stock to be priced at the lower of (i) 20 % discount to the 30-day volume-weighted average price ("VWAP") per share of the Company's Class B Common Stock immediately prior to the date of the Rights Offering Term Sheet and (ii) 20 % discount to the 10-day VWAP per share of the Company's Class B Common Stock immediately prior to the date of execution of the Backstop Agreement (as defined below) (the "Subscription Price").

Pursuant to the Rights Offering Term Sheet, the Backstop Investor has agreed to enter into a standby purchase agreement with the Company on or before December 1, 2024 (the "Backstop Agreement") pursuant to which the Backstop Investor will be required to (i) exercise its right to purchase all shares of Class B Common Stock available from the full exercise of the Backstop Investor's (or its affiliates' and related parties') pro rata subscription rights prior to the expiration date of the Rights Offering and (ii) if and only if the Rights Offering is not fully subscribed at the expiration date, all shares of Class B Common Stock included in the Rights Offering that remain unsubscribed for at the expiration date at the same Subscription Price and on the same terms and conditions as other subscribers in the Rights Offering. In addition, the Backstop Agreement will include customary representations and warranties.

Pursuant to the Rights Offering Term Sheet, each of the Supporting Investors has agreed to enter into support agreements (each a "Support Agreement") with the Company at substantially the same time as the Backstop Agreement. Pursuant to the Support Agreements, which will include customary representations and warranties, each Supporting Investor will agree to exercise its right to purchase all shares of Class B Common Stock available from the full exercise of such Supporting Investor's (or its affiliates' and related parties') pro rata subscription rights in the Rights Offering.

The foregoing information regarding the Rights Offering is not complete and is subject to change. The foregoing information regarding the Rights Offering shall not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any offer, solicitation or sale of the securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful under the securities laws of such state or jurisdiction.

Each of Stone House, Mr. Coulter and Mr. Tkach are holders of greater than 10% of our outstanding Class B Common Stock. Mark Cohen is managing member of Stone House. Each of Messrs. Cohen, Coulter and Tkach are directors of the Company.

Pre-Owned Floor Plan Facility and SLB Commitment Letter

On November 11, 2024, the Company and Messrs. Coulter and Tkach (collectively, the "Commitment Parties") entered into a commitment letter (the "Pre-Owned Floor Plan Facility and SLB Commitment Letter"), pursuant to which the Commitment Parties have firmly committed to (i) provide a floor plan financing facility of not less than $ 16.0 million of total committed availability for pre-owned powersports vehicle inventory (the "Pre-Owned Floor Plan Facility") and (ii) enter into a sale leaseback transaction with the Company (the "SLB Transaction").

Messrs. Coulter and Tkach are related parties.

Pre-Owned Floor Plan Facility

The Pre-Owned Floor Plan Facility will consist of not less than $ 16.0 million total committed revolving availability made by the Commitment Parties or an entity or entities controlled by either or both of them, which may be borrowed, repaid and reborrowed from time to time in order to finance pre-owned powersports vehicle inventory. Any borrowings pursuant to the Pre-Owned Floor Plan Facility shall bear interest based on SOFR plus 5.00 %. The Pre-Owned Floor Plan Facility will terminate on March 31, 2026, unless extended by agreement of the parties. The Company will use the net proceeds of the Pre-Owned Floor Plan Facility to finance the acquisition and carrying cost of pre-owned powersports vehicle inventory. The Pre-Owned Floor Plan Facility will be secured by a first priority security interest in the pre-owned powersports vehicle inventory financed thereunder. The Pre-Owned Floor Plan Facility will include customary representations, covenants and events of default for financing transactions of this nature.

SLB Transaction

The SLB Transaction will consist of a sale by the Company of certain real property located in Daytona, Florida for $ 4.0 million and a subsequent triple-net lease back from the buyer at a lease rate of $ 0.3 million per year of base rent plus a pass-through of triple-net charges, including property taxes, insurance, and maintenance and repair costs. The base rent will increase two percent annually. The term of the lease shall be for not less than ten years .

Ninth Amendment to Credit Agreement

The Company has a term loan credit agreement (as amended, the “Credit Agreement”) among the Company, as borrower, the lenders party thereto, and Oaktree Fund Administration, LLC, as administrative agent and collateral agent. On November 11, 2024, the parties to the Credit Agreement executed Amendment No. 9 to the Credit Agreement (“Amendment No. 9”), pursuant to which, among other things: (i) the leverage ratios were revised and made less restrictive through June 30, 2026, (ii) the Company is permitted to consummate the transactions contemplated by each of the Rights Offering Term Sheet and Pre-Owned Floor Plan Facility and SLB Commitment Letter and (iii) the Company is permitted to consummate full cash settlement of the convertible senior 6.75 % promissory notes due January 1, 2025.

After giving effect to Amendment No. 9, borrowings under the Credit Agreement will bear interest at a rate per annum equal, at the Company’s option, to either (a) SOFR (with a floor of 1.00 %), plus an applicable margin of 8.25 % per annum or (b) a fluctuating adjusted base rate in effect from time to time, plus an applicable margin of 7.25 % per annum. The incremental interest amount of 0.5 % per annum that was put in place as part of Amendment No. 5 to the Credit Agreement, which was previously agreed to be in place through March 31, 2025, will terminate on December 31, 2024. In addition, the Company has agreed to make a one-time payment in cash on January 2, 2025 of additional interest in an amount equal to 0.25 % of the loan amount as of the effective date of Amendment No. 9.

JPM Credit Line

As discussed in Note 4, on October 23, 2024, the Company paid off the outstanding balance under the JPM Credit Line. Pursuant to the terms of the JPM Credit Line, no new amounts may be borrowed after November 1, 2024, and the line expires on December 31, 2024.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

This Management's Discussion and Analysis of Financial Condition and Results of Operations ('MD&A") is provided as a supplement to, and should be read in conjunction with, our audited consolidated financial statements, the accompanying notes, and the MD&A included in our 2023 Form 10-K, as well as our unaudited condensed consolidated financial statements and the accompanying notes included in Item 1 of this Quarterly Report on Form 10-Q. Terms not defined in this MD&A have the meanings ascribed to them in the condensed consolidated financial statements. Unless otherwise noted, comparisons are of results for the quarter ended September 30, 2024, or third quarter, to the quarter ended September 30, 2023.

Overview

RumbleOn, Inc. operates primarily through two operating segments: our powersports dealership group and Wholesale Express, LLC ("Express"), a vehicle transportation services provider. We were incorporated in 2013. We have grown primarily through acquisitions, the largest to date being our 2021 acquisition of the RideNow business followed by our 2022 acquisition of the Freedom Powersports business. These acquisitions added 54 powersports dealerships to our Company.

Powersports Segment

Our powersports segment is the largest powersports retail group in the United States (as measured by reported revenue, major unit sales and dealership locations), offering a wide selection of new and pre-owned motorcycles, all-terrain vehicles ("ATV"), utility terrain or side-by-side vehicles ("SXS"), personal watercraft ("PWC"), snowmobiles, and other powersports products. We also offer parts, apparel, accessories, finance & insurance products and services ("F&I"), and aftermarket products from a wide range of manufacturers. Additionally, we offer a full suite of repair and maintenance services. As of September 30, 2024, we operated 56 retail locations consisting of hundreds of powersports franchises (representing various brands of motorcycles, ATVs, SXSs, PWCs, snowmobiles, and other powersports products) in Alabama, Arizona, California, Florida, Georgia, Kansas, Massachusetts, Nevada, North Carolina, Ohio, Oklahoma, South Dakota, Texas, and Washington.

We source high quality pre-owned inventory online via our proprietary Cash Offer technology, which allows us to purchase pre-owned units directly from consumers.

Our powersports retail distribution locations represent all major manufacturers, or OEMs, and their representative brands, including those listed below.

Powersports' Representative Brands		
Benelli	Karavan Trailers	Segway Powersports
BMW	Kawasaki	Ski-Doo
Can-Am	Kayo	SSR
CF Moto	KTM	Suzuki
Club Car	Lynx (snowmobiles)	Tidewater Boats
Continental Trailers	MAGICTILT Trailers	Timbersled (snow bikes)
Ducati	Manitou	Triton Trailers
Harley-Davidson	Mercury (boat engines)	Yamaha
Honda	Polaris	Yamaha Marine
Husqvarna	Royal Enfield	Zieman Trailers
Indian Motorcycles	Sea-Doo	

Vehicle Transportation Services Segment

Express provides asset-light transportation brokerage services facilitating automobile transportation primarily between and among dealers.

Recent Developments

As of September 30, 2024, the Company was in compliance with the financial covenants under Amendment No.8 to the Credit Agreement (defined in Note 4) but determined it may need additional capital and/or relief from the financial covenants in the future. On November 11, 2024, the Company and Oaktree executed Amendment No. 9 to the Credit Agreement (each as defined in Note 12), which provided the Company with revised financial covenants through June 30, 2026, and permitted the Company to enter into the Rights Offering Term Sheet and the Pre-Owned Floor Plan Facility and SLB Commitment Letter (each as defined in Note 12), representing a total of approximately $30.0 million of incremental capital.

J.P. Morgan Floor Plan Line

On September 30, 2024, the Company was not in compliance with the “Minimum EBITDA” financial covenant associated with its JPM Credit Line (as defined in Note 4). On October 23, 2024, the Company paid off the outstanding balance under this floor plan line, which was $5.7 million as of September 30, 2024. This floor plan line terminates on December 31, 2024, and no amounts may be drawn under the line after November 1, 2024.

Key Operating Metrics

We regularly review a number of key operating metrics to evaluate our segments, measure our progress, and make operating decisions. Our key operating metrics reflect what we believe will be the primary drivers of our business, including increasing brand awareness, maximizing the opportunity to source vehicles from consumers and dealers, and enhancing the selection and timing of vehicles we make available for sale to our customers.

Powersports Segment

Revenue

Revenue is comprised of powersports vehicle sales, finance and insurance products bundled with retail vehicle sales (“F&I”), and parts, service and accessories/merchandise (“PSA”). We sell both new and pre-owned powersports vehicles through retail and wholesale channels. F&I and PSA revenue is earned through retail channels. Retail channels provide the opportunity to maximize profitability by increased sales volume and lower average days to sale and are impacted by customer demand, market conditions and inventory availability. The wholesale channel provides the opportunity to move excess inventory or inventory that does not meet our needs for retail. The number of vehicles sold varies from period to period due to these factors. Factors primarily affecting pre-owned vehicle sales include inventory levels and the availability of inventory, as well as the number of retail pre-owned vehicles sold and the average selling price of these vehicles.

Gross Profit

Gross profit generated on vehicle sales reflects the difference between the vehicle selling price and the cost of revenue associated with acquiring the vehicle and preparing it for sale. Cost of revenue includes the vehicle acquisition cost, inbound transportation cost, and particularly for pre-owned vehicles, reconditioning costs. The aggregate gross profit and gross profit per vehicle vary across vehicle type, make, model, etc. as well as through retail and wholesale channels, and with regard to gross profit per vehicle, are not necessarily correlated with the sale price. Vehicles sold through retail channels generally have the highest dollar gross profit per vehicle given the vehicle is sold directly to the consumer. Pre-owned vehicles sold through wholesale channels generally have lower margins and do not enable any other ancillary gross profit attributable to financing and accessories. Factors affecting gross profit from period to period include the mix of new versus pre-owned vehicles sold, the distribution channel through which they are sold, the sources from which we acquired such inventory, retail market prices, our average days to sale, and our pricing strategy. We may opportunistically choose to shift our inventory mix to higher or lower cost vehicles, or to opportunistically raise or lower our prices relative to market to take advantage of demand/supply imbalances in our sales channels, which could temporarily lead to gross profits increasing or decreasing in any given channel.

Vehicles Sold

We define vehicles sold as the number of vehicles sold through retail and wholesale channels in each period. Vehicles sold is the primary driver of our revenue and gross profit. Vehicles sold also impacts complementary revenue streams, such as F&I and PSA. Vehicles sold increases our base of customers and improves brand awareness, which can lead to future sales.

Total Gross Profit Per Unit

Total gross profit per unit is the aggregate gross profit of the powersports segment in a given period, divided by retail powersports units sold in that period. The aggregate gross profit of the powersports segment includes gross profit generated from the sale of new and pre-owned vehicles; any income related to loans originated to finance the vehicle; revenue earned from the sale of F&I products including extended service contracts, maintenance programs, guaranteed auto protection, tire and wheel protection, and theft protection; gross profit on the sale of parts, service and accessories/merchandise; and gross profit generated from wholesale sales of vehicles.

Vehicle Transportation Services Segment

Revenue

Revenue is derived from freight brokerage agreements with dealers, distributors, or private party individuals to transport vehicles from a point of origin to a designated destination. The freight brokerage agreements are fulfilled by independent third-party transporters who must meet our performance obligations and standards. Express is considered the principal in the delivery transactions since it is primarily responsible for fulfilling the service.

Vehicles Delivered

We define vehicles delivered as the number of vehicles delivered from a point of origin to a designated destination under freight brokerage agreements with dealers, distributors, or private parties. Vehicles delivered are the primary driver of revenue and, in turn, profitability in the vehicle transportation services segment.

Total Gross Profit Per Unit

Total gross profit per vehicle transported represents the difference between the price received from non-affiliated customers and our cost to contract an independent third-party transporter divided by the number of third-party vehicles transported.

Results of Continuing Operations

($ in millions)	Three Months Ended September 30, 2024	Three Months Ended September 30, 2023	YoY Change	Nine Months Ended September 30, 2024	Nine Months Ended September 30, 2023	YoY Change
Revenue						
Powersports vehicles	$ 206.4	$ 235.1	$ (28.7)	$ 656.2	$ 738.1	$ (81.9)
PSA	49.2	59.7	(10.5)	159.0	184.2	(25.2)
Finance and insurance, net	24.3	29.3	(5.0)	79.8	89.7	(9.9)
Vehicle transportation services	15.1	14.0	1.1	44.6	43.2	1.4
Total Revenue	295.0	338.1	(43.1)	939.6	1,055.2	(115.6)
Gross Profit						
Powersports	23.8	32.3	(8.5)	84.4	104.0	(19.6)
PSA	22.7	27.0	(4.3)	72.5	84.7	(12.2)
Finance and insurance, net	24.3	29.3	(5.0)	79.8	89.7	(9.9)
Vehicle transportation services	3.5	3.4	0.1	10.1	10.3	(0.2)
Total Gross Profit	74.3	92.0	(17.7)	246.8	288.7	(41.9)
SG&A expenses	65.9	85.0	(19.1)	211.2	271.6	(60.4)
Depreciation and amortization	3.1	7.2	(4.1)	9.7	17.2	(7.5)
Operating Income (Loss)	5.3	(0.2)	5.5	25.9	(0.1)	26.0
Floor plan interest expense	4.4	3.9	0.5	12.7	9.8	2.9
Other interest expense	12.2	16.0	(3.8)	36.2	46.0	(9.8)
Other income	0.1	0.1	—	0.4	0.2	0.2
Loss from continuing operations before income taxes	(11.2)	(20.0)	8.8	(22.6)	(55.7)	33.1
Income tax benefit	—	(3.5)	3.5	$ (0.4)	(9.7)	9.3
Loss from continuing operations	$ (11.2)	$ (16.5)	$ 5.3	$ (22.2)	$ (46.0)	$ 23.8

Powersports Segment

($ in millions, except per unit)	Three Months Ended September 30, 2024	Three Months Ended September 30, 2023	Change	Nine Months Ended September 30, 2024	Nine Months Ended September 30, 2023	Change
Revenue						
New retail vehicles	$ 147.1	$ 159.6	$ (12.5)	$ 477.9	$ 501.5	$ (23.6)
Pre-owned vehicles:						
Retail	52.7	68.8	(16.1)	160.8	215.6	(54.8)
Wholesale	6.6	6.7	(0.1)	17.5	21.0	(3.5)
Total pre-owned vehicles	59.3	75.5	(16.2)	178.3	236.6	(58.3)
Parts, service, accessories	49.2	59.7	(10.5)	159.0	184.2	(25.2)
Finance and insurance, net	24.3	29.3	(5.0)	79.8	89.7	(9.9)
Total revenue	$ 279.9	$ 324.1	$ (44.2)	$ 895.0	$ 1,012.0	$ (117.0)
Gross Profit						
New retail vehicles	$ 16.6	$ 22.0	$ (5.4)	$ 57.4	$ 74.4	$ (17.0)
Pre-owned vehicles:						
Retail	7.7	10.9	(3.2)	27.4	31.2	(3.8)
Wholesale	(0.5)	(0.6)	0.1	(0.4)	(1.6)	1.2
Total pre-owned vehicles	7.2	10.3	(3.1)	27.0	29.6	(2.6)
Parts, service, accessories	22.7	27.0	(4.3)	72.5	84.7	(12.2)
Finance and insurance	24.3	29.3	(5.0)	79.8	89.7	(9.9)
Total gross profit	$ 70.8	$ 88.6	$ (17.8)	$ 236.7	$ 278.4	$ (41.7)
Vehicle Unit Sales						
New retail vehicles	9,740	10,851	(1,111)	32,247	34,413	(2,166)
Pre-owned vehicles:						
Retail	4,549	5,619	(1,070)	14,350	17,537	(3,187)
Wholesale	1,059	1,103	(44)	3,043	3,121	(78)
Total pre-owned vehicles	5,608	6,722	(1,114)	17,393	20,658	(3,265)
Total vehicles sold	15,348	17,573	(2,225)	49,640	55,071	(5,431)
Total retail vehicles sold	14,289	16,470	(2,181)	46,597	51,950	(5,353)
Revenue per vehicle						
New retail vehicles	$ 15,103	$ 14,706	$ 397	$ 14,820	$ 14,573	$ 247
Pre-owned vehicles:						
Retail	11,585	12,233	(648)	11,206	12,292	(1,086)
Wholesale	6,232	6,186	46	5,751	6,748	(997)
Total pre-owned vehicles	10,574	11,241	(667)	10,251	11,454	(1,203)
Finance and insurance, net	1,701	1,778	(77)	1,713	1,726	(13)
Parts, service, accessories	3,443	3,626	(183)	3,412	3,546	(134)
Total revenue per retail vehicle	$ 19,127	$ 19,267	$ (140)	$ 18,832	$ 19,075	$ (243)
Gross Profit Per Unit						
New vehicles	$ 1,704	$ 2,035	$ (331)	$ 1,780	$ 2,163	$ (383)
Pre-owned vehicles	1,693	1,935	(242)	1,909	1,780	129
Finance and insurance, net	1,701	1,778	(77)	1,713	1,726	(13)
Parts, service, accessories	1,589	1,638	(49)	1,556	1,630	(74)
Total gross profit per vehicle (1)	4,955	5,380	(425)	5,080	5,358	(278)

(1) Calculated as total gross profit divided by new and pre-owned retail powersports units sold.

Revenue

Total powersports revenue for the quarter decreased $44.2 million compared to the same period in 2023 primarily due to lower volume of vehicle units sold. The impact on revenue from the volume was partially offset by a $397 increase in average revenue per new vehicle sold. The lower volume in retail sales of new and pre-owned vehicles contributed to a decline in F&I and PSA revenue for the quarter.

Total powersports revenue decreased $117.0 million for the nine months of 2024, with the decrease coming primarily from lower sales of vehicles in the retail channel. The impact on revenue from lower volume was partially offset by higher revenue per new vehicle sold.

Gross Profit

Total powersports gross profit decreased $17.8 million for the quarter and $41.7 million for the nine months of 2024. Lower sales volumes drove the decline in gross profit for both the quarter and nine months of 2024. Industry pressures as well as our efforts to reduce inventory more in line with our sales levels resulted in compressed gross profit for powersports.

Vehicle Transportation Services Segment

	Three Months Ended September 30,			**Nine Months Ended September 30,**		
	2024	**2023**	**Change**	**2024**	**2023**	**Change**
Revenue *($ in millions)*	$ 15.1	$ 14.0	$ 1.1	$ 44.6	$ 43.2	$ 1.4
Gross Profit *($ in millions)*	$ 3.5	$ 3.4	$ 0.1	$ 10.1	$ 10.3	$ (0.2)
Vehicles transported	25,084	22,930	2,154	75,256	70,175	5,081
Revenue per vehicle transported	$ 602	$ 611	$ (9)	$ 593	$ 616	$ (23)
Gross Profit per vehicle transported	$ 140	$ 148	$ (8)	$ 134	$ 147	$ (13)

Total vehicle transportation services revenue increased for the third quarter and nine months of 2024 compared to the prior year comparable periods due to higher volume of vehicles transported. Gross profit was comparable in both periods.

Selling, General and Administrative Expenses

($ in millions)	Three Months Ended September 30, 2024	Three Months Ended September 30, 2023	Change	Nine Months Ended September 30, 2024	Nine Months Ended September 30, 2023	Change
Compensation and related costs	$ 37.1	$ 48.9	$ (11.8)	$ 122.3	$ 157.0	$ (34.7)
Facilities	12.0	13.0	(1.0)	33.9	35.5	(1.6)
General and administrative	7.4	8.9	(1.5)	25.0	29.7	(4.7)
Advertising, marketing and selling	4.1	7.1	(3.0)	15.9	21.5	(5.6)
Professional fees	3.7	2.6	1.1	8.9	13.1	(4.2)
Stock-based compensation	1.1	3.1	(2.0)	3.9	10.9	(7.0)
Technology and software	0.5	1.4	(0.9)	1.3	3.9	(2.6)
Total SG&A expenses	$ 65.9	$ 85.0	$ (19.1)	$ 211.2	$ 271.6	$ (60.4)
Total SG&A as a % of gross profit	*88.7%*	*92.4%*	*(370) bps*	*85.6%*	*94.1%*	*(850) bps*

Selling, general and administrative expenses (“SG&A”) as a percentage of gross profit improved 370 basis points for the quarter. SG&A decreased primarily due to our cost savings initiatives. Compensation and related costs comprised the majority of the savings. The expense reduction for the quarter was partially offset by higher legal costs included in professional fees for the matters discussed in Note 11. The prior year quarter included certain costs that did not recur in 2024: $0.6 million related to the separation of former executives, $0.4 million related to a proxy contest and reorganization of the board of directors, and a $0.6 million loss associated with the loan receivable portfolio that was sold at the end of 2023.

SG&A as a percentage of gross profit improved 850 basis points for the nine months ended September 30, 2024. SG&A decreased primarily due to our cost savings initiatives, as well as certain expenses in 2023 that did not recur in 2024. Facilities expense in the nine months of 2024 included a $0.9 million gain on the partial termination of a warehouse lease that was no longer needed. The nine months ended September 30, 2023 included $5.1 million of charges related to a proxy contest and reorganization of our board of directors, $5.3 million of personnel restructuring costs primarily associated with officer separations from the Company, and $6.0 million of charges associated with the RumbleOn Finance loan portfolio that was sold at the end of 2023.

Depreciation and Amortization

($ in millions)	Three Months Ended September 30, 2024	Three Months Ended September 30, 2023	Change	Nine Months Ended September 30, 2024	Nine Months Ended September 30, 2023	Change
Depreciation and amortization	$ 3.1	$ 7.2	$ (4.1)	$ 9.7	$ 17.2	$ (7.5)

Depreciation and amortization decreased for the quarter and the nine months compared to the same periods in 2023, primarily due to lower amortization expense for non-compete agreements related to prior acquisitions and lower software amortization costs. Software amortization expense in the 2023 periods included a $2.6 million impairment of the remaining capitalized costs of certain software that was no longer being used.

Other Interest Expense

($ in millions)	Three Months Ended September 30, 2024	Three Months Ended September 30, 2023	Change	Nine Months Ended September 30, 2024	Nine Months Ended September 30, 2023	Change
Other interest expense	$ 12.2	$ 16.0	$ (3.8)	$ 36.2	$ 46.0	$ (9.8)

Other interest expense consists primarily of interest and deferred financing costs on the: (i) term loan facility; (ii) convertible senior notes; (iii) finance lease obligation; and in 2023, (iv) the ROF Consumer Finance Facility. Interest expense decreased for the quarter and nine months of 2024 due primarily to lower outstanding principal on the term loan facility and the RumbleOn Finance consumer finance facility being paid off at the beginning of 2024, offset by interest expense on the finance lease obligation that was entered into in September 2023. Other interest expense was also lower due to our adoption of ASU 2020-06, as we are no longer amortizing the debt discount associated with our convertible senior notes. See Note 1, *Description of Business and Significant Accounting Policies,* for more details on our adoption of the new accounting standard and Note 4, *Debt,* for more detail on the components of our other interest expense.

Liquidity and Capital Resources

Our primary sources of liquidity are available cash and amounts available under our floor plan lines of credit.

Our financial statements reflect estimates and assumptions made by management that affect the carrying values of the Company's assets and liabilities, disclosures of contingent assets and liabilities, and the reported amounts of revenue and expenses during the reporting period. The judgments, assumptions and estimates used by management are based on historical experience, management's experience, and other factors, which are believed to be reasonable under the circumstances. Because of the nature of the judgments and assumptions made by management, actual results could differ materially from these judgments and estimates, which could have a material impact on the carrying values of the Company's assets and liabilities and the results of operations.

We had the following liquidity resources available as of September 30, 2024 and December 31, 2023:

($ in millions)	September 30, 2024	December 31, 2023
Cash	$ 50.1	$ 58.9
Restricted cash[(1)]	16.6	18.1
Total cash and restricted cash	66.7	77.0
Availability under powersports inventory financing credit facilities [(2)]	121.5	165.0
Committed liquidity resources available	$ 188.2	$ 242.0

(1) Amounts included in restricted cash are primarily comprised of the deposits required under the Company's various floor plan lines of credit.

(2) Aggregate availability at December 31, 2023 included $47.5 million for the JPM Credit Line (as defined below) that was reduced to $8.0 million as of September 30, 2024. During October 2024, aggregate credit availability was reduced by $22.8 million as a result of our lowering of limits with certain lenders and the reduction of the limits under the JPM Credit Line. Subsequent to November 1, 2024, pursuant to the terms of the agreement, no new amounts may be borrowed under the JPM Credit Line.

At June 30, 2024, the Company was not in compliance with certain leverage ratio financial covenants under the Credit Agreement. On August 6, 2024, the Company, the Subsidiary Guarantors party thereto, Oaktree and the lenders party thereto executed Amendment No. 8 to the Credit Agreement ("Amendment No. 8"), pursuant to which, among other things: (i) the leverage ratios were revised and made less restrictive through December 31, 2024, (ii) the level of liquidity required by the minimum liquidity covenant was increased from $25.0 million to $30.0 million starting June 30, 2024 and continuing through the maturity of the term loan, and (iii) a compliance certificate is required to be submitted affirming compliance with the then effective leverage and liquidity tests upon any full or partial cash settlement of the convertible senior 6.75% promissory notes due January 1, 2025. The Company agreed to pay a one-time fee of 0.5% of the loan amount in cash, and the additional 0.5% of interest was extended through March 31, 2025.

Included in the availability under powersports inventory financing credit facilities as of September 30, 2024 was the JPM Credit Line with an advance limit of $8.0 million, of which $5.7 million was used. The JPM Credit Line was amended on August 6, 2024 after the Company was not in compliance with the “Minimum EBITDA” financial covenant as of June 30, 2024. The amendment revised applicable financial covenants for the remainder of its term, reduced the commitment level, reduced the advance rate of incremental floored units from 75% to 65% of cost, and extended the term from October 25, 2024 to December 31, 2024. On October 23, 2024, the Company paid off the outstanding balance under the JPM Credit Line. Pursuant to the terms of the agreement, no amounts are available to be borrowed under this line after November 1, 2024.

The Company executed Amendment No. 9 to the Credit Agreement, the Rights Offering Term Sheet and the Pre-Owned Floor Plan Facility and SLB Commitment Letter on November 11, 2024, as discussed more fully in Note 12.

Our future liquidity and capital requirements will depend upon numerous factors, including our results of operations, the timing and magnitude of capital expenditures or strategic initiatives, and other business and risk factors described under “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2023 as amended and supplemented in subsequent filings. We believe that current cash balances plus cash generated from operations and capital commitments received in November 2024 will be sufficient to meet both the operating and capital requirements of our ordinary business operations through at least the next twelve months; however, there can be no assurance that we will not require additional financing within this time frame.

Our outstanding principal amount of indebtedness is summarized in the table below:

($ in millions)	September 30, 2024	December 31, 2023
Asset-based Short-Term Financing:		
Floor plan notes (financing for inventory)	$ 242.5	$ 291.3
Long-Term Debt:		
Term loan facility	226.4	248.7
6.75% convertible senior notes	38.8	38.8
Fleet notes and other	1.9	2.1
RumbleOn Finance secured loan facility [(1)]	—	12.2
Principal amount of long-term debt	267.1	301.8
Less: unamortized debt issuance costs	(18.1)	(27.5)
Total long-term debt, including current maturities	249.0	274.3
Total debt [(2)]	$ 491.5	$ 565.6

(1) Amount was repaid on January 2, 2024 and facility was terminated.

(2) Excludes finance lease obligations, which are included in other long-term liabilities.

The following table summarizes our cash flows:

	Nine Months Ended September 30,		
($ in millions)	2024	2023	Change
Net cash provided by (used in) operating activities	$ 68.6	$ (18.5)	$ 87.1
Net cash used in investing activities	(2.7)	(12.8)	10.1
Net cash provided by (used in) financing activities	(76.2)	34.0	(110.2)
Net cash used by discontinued operations	—	(1.8)	1.8
Net change in cash	$ (10.3)	$ 0.9	$ (11.2)

Operating Activities

Our primary sources of operating cash flows result from the sales of powersports vehicles and ancillary products. Our primary use of cash from operating activities are purchases of inventory, parts and merchandise; marketing costs; interest payments on trade floor plans, long-term debt, and finance lease obligations; rental costs for facilities; and personnel-related expenses. Operating cash flows for the first nine months of 2024 were $87.1 million better than in the comparable period in the prior year, reflecting the Company's improved operating performance, primarily driven by our efforts to reduce inventory days on hand, the benefit of our cost savings initiatives and the settlement of the sale of the RumbleOn Finance loan portfolio.

Investing Activities

	Nine Months Ended September 30,		
($ in millions)	2024	2023	Change
Acquisitions, net of cash received	$ (0.7)	$ (3.3)	$ 2.6
Purchase of property and equipment	(1.6)	(7.8)	6.2
Technology development	(0.4)	(1.7)	1.3
Cash used in investing activities	$ (2.7)	$ (12.8)	$ 10.1

Our investing activities support and expand our operations. We acquired a powersports dealership in Massachusetts in 2024 and a powersports dealership in Florida in 2023.

Financing Activities

	Nine Months Ended September 30,		
($ in millions)	2024	2023	Change
Repayments of debt	$ (35.5)	$ (59.0)	$ 23.5
Net increase (decrease) in non-trade floor plan borrowings	(39.3)	46.0	(85.3)
Proceeds from sale-leaseback transaction	—	49.7	(49.7)
Debt issuance costs	(1.1)	(1.8)	0.7
Shares redeemed for employee tax obligations	—	(0.9)	0.9
Other financing	(0.3)	—	(0.3)
Net cash provided by (used in) financing activities	$ (76.2)	$ 34.0	$ (110.2)

Cash flows from financing activities primarily relate to our short and long-term debt activity. In the first nine months of this year, cash used in financing activities was higher in 2024 primarily due to a reduction in non-trade floor plan borrowings. The prior year also included the proceeds from a sale-leaseback transaction.

Critical Accounting Policies and Estimates

See Note 1 - *Description of Business and Significant Accounting Policies* , included in Part I, Item 1, Financial Statements, of this Quarterly Report on Form 10-Q for accounting pronouncements and material changes to our critical accounting policies since December 31, 2023. There have been no other material changes to our critical accounting policies and use of estimates from those described under "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our 2023 Form 10-K.

Forward-Looking and Cautionary Statements

This Quarterly Report on Form 10-Q, as well as information included in oral statements or other written statements made or to be made by us, contain statements that constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements generally can be identified by words such as "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "projects," "will be," "will continue," "will likely result," and similar expressions. Forward-looking statements are neither historical facts nor assurances of future performance. These forward-looking statements are based on our current, reasonable expectations and assumptions, which expectations and assumptions are subject to risks and uncertainties that could cause our actual results to differ materially from those reflected in the forward-looking statements. Factors that could cause or contribute to such differences include those discussed in our 2023 Form 10-K and this Quarterly Report on Form 10-Q. Given these risks and uncertainties, readers are cautioned not to place undue reliance on forward-looking statements. We undertake no obligation to publicly update or revise or any forward-looking statements, except as required by law.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

This item is not applicable as we are currently considered a smaller reporting company.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of September 30, 2024. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective as of September 30, 2024, based on the ongoing remediation of material weaknesses identified in the 2023 Form 10-K. The material weaknesses existing in our internal control over financial reporting relate to:

- As previously disclosed, there was an insufficient number of accounting resources to facilitate an effective control environment following the integration of the RideNow business and incorporation of the acquired business into the Company's control environment. Consequently, the Company did not effectively operate process-level control activities related to elimination of intercompany transactions; review and approval of account reconciliations, payroll, and journal entries; review and approval of accounting estimates; and execution and documentation of management review controls, including but not limited to evaluating debt covenants, and assumptions included in the Company's annual indefinite-lived impairment assessment.

- In the areas of user access and segregation of duties related to certain information technology systems that support the Company's financial reporting processes, resulting in ineffective journal entry and other manual controls.

As set forth below, management has taken and will continue to take steps to remediate the identified material weakness. Notwithstanding the material weakness, we have performed additional analyses and procedures to enable management to conclude that our consolidated financial statements included in this Form 10-Q fairly present in all material respects our financial condition and results of operations as of and for the periods presented.

Management's Remediation Plan

In response to the material weakness discussed above, we plan to continue efforts already underway to remediate internal control over financial reporting, which include the following:

- We are committed to hiring additional accounting resources with the required technical expertise and clearly defined roles & responsibilities;
- We continue to evaluate system enhancements to automate the consolidation and elimination of intercompany transactions;
- We continue to enhance the overall review and approval process relating to elimination of intercompany transactions;
- We continue to enhance the review and approval controls related to reconciling certain accruals and accounting estimates and assumptions;
- We are in the process of conducting additional training on the Company's document retention policies;
- We are enhancing our processes around reviewing privileged access to key financial systems and ensuring appropriate segregation of duties; and
- We continue to enhance governance and reporting over the execution of these remediation action items, including expansion of mitigating controls where appropriate.

Management and our Audit Committee will monitor these specific remedial measures and the effectiveness of our overall control environment. A material weakness will not be considered remediated, however, until the applicable controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively. We can provide no assurance as to when the remediation of these material weaknesses will be completed to provide for an effective control environment.

Changes in Internal Control Over Financial Reporting

Other than described above, there were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended September 30, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Effectiveness of Controls and Procedures

In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints that require management to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

We are not a party to any material legal proceedings as set forth in Item 103 of Regulation S-K, other than ordinary routine litigation incidental to our business and as set forth below.

SEC Investigation

On June 28, 2024, the Company received a subpoena from the SEC requesting documents created during or relating to the period from January 1, 2021 through the date of the subpoena. The subpoena covers documents relating to, among other matters, the Company’s previously disclosed internal investigation into the use of Company resources by Marshall Chesrown; the Company’s review, consideration and approval, and the underlying terms of, related party transactions; employment, compensation, reimbursement and severance arrangements; and disclosures and communications to customers and investors regarding the Company’s cash offer tool and certain of its technology. The Company continues to cooperate with the SEC’s inquiry.

The Company cannot predict the ultimate outcome or timing of the SEC investigation, what, if any, actions may be taken by the SEC, or the effect that such actions may have on the business, prospects, operating results and financial condition of the Company.

Internal Investigation and Delaware Litigation

As previously disclosed, the Company began an investigation of certain allegations surrounding Marshall Chesrown’s use of Company resources in 2023. On July 7, 2023, Mr. Chesrown provided the Board a letter of resignation (the “Resignation Letter”) describing Mr. Chesrown’s disagreement with several recent corporate governance, disclosure and other actions taken by the Company, the Board and certain of its members, and indicated his intent to pursue legal claims. The Company disagrees with the characterization of the allegations and assertions described in the Resignation Letter. The Company and Mr. Chesrown conducted a pre-suit mediation in October 2023, as required in his employment agreement, but did not resolve the matter. On March 13, 2024, Mr. Chesrown filed suit against the Company in Delaware Superior Court for the claims asserted in his Resignation Letter. Mr. Chesrown is seeking a declaratory judgment that he resigned with good reason, termination compensation damages in the amount of $7.5 million, general and reputational damages in the amount of $50 million, punitive damages, attorney's fees and litigation costs. The parties are now engaged in the initial stages of discovery. The subject matter of the litigation overlaps with the investigation begun by the Company in 2023. As of the date of this filing, the Company has not decided what actions, if any, may be taken with regard to the investigation allegations. We intend to defend the litigation claims vigorously; however, we can provide no assurance regarding the outcome of this matter.

Item 1A. Risk Factors.

Our business, financial condition, operating results, and cash flows may be impacted by a number of factors, many of which are beyond our control, including those set forth in our 2023 Form 10-K. The information provided below updates the disclosure to the 2023 Form 10-K regarding certain financial risks affecting the Company. Except as set forth below, there have been no material changes to the risk factors previously disclosed in our 2023 Form 10-K, the occurrence of any of which could have a material adverse effect on our actual results.

Financial Risks

We have incurred significant indebtedness, which could adversely affect us, including our business flexibility.

We have a substantial amount of debt, which has had and will continue to have the effect, among other things, of reducing our flexibility to respond to changing business and economic conditions. We have various operating and financial covenants under our debt agreements that may limit our operating flexibility due to the need to manage operations with a view to satisfying these covenants at the applicable date of determination. We have incurred and expect to continue to incur a substantial amount of interest expense. Our level of indebtedness, including the applicable interest payments, could also reduce funds available for working capital, capital expenditures, and other general corporate purposes, and may create competitive disadvantages for us relative to competitors with lower debt levels. If our financial performance does not meet our current expectations, then our ability to service our indebtedness may be adversely impacted.

At June 30, 2024, the Company was not in compliance with certain leverage ratio financial covenants under the Credit Agreement as of such date. On August 6, 2024, the Company entered into Amendment No. 8 to the Credit Agreement, which, among other things, revised the applicable leverage ratios, increased the minimum liquidity covenant, required a compliance certificate to be delivered upon any full or partial cash settlement of the convertible senior 6.75% promissory notes due January 1, 2025, and extended the additional 0.5% of interest through March 31, 2025. Amendment No. 8 was made effective as of June 30, 2024 and the lenders agreed that no event of default existed from such financial covenants as of such date.

At September 30, 2024, the Company was in compliance with the leverage ratio financial covenants under the Credit Agreement. However, as of such date we determined that we may need additional capital and/or relief from certain financial covenants in the future. Accordingly, on November 11, 2024, the Company entered into Amendment No. 9 to the Credit Agreement, which provided the Company with revised financial covenants through June 30, 2026, permitted the Company to enter into the Rights Offering Term Sheet and Pre-Owned Floor Plan Facility and SLB Commitment Letter and permitted the Company to pay the convertible senior 6.75% promissory notes due January 1, 2025. The additional 0.5% of interest previously extended through March 31, 2025 will terminate on December 31, 2024.

The Company has established internal controls in place to monitor compliance with the financial covenants. In the event that the Company is unable to comply with the financial covenants in the future, there is no assurance that the Company will be able to obtain an amendment or waiver of such financial covenants. The failure to meet financial covenants under the Credit Agreement, or to obtain an amendment or waiver, would have a material adverse effect on our business, financial condition, and results of operations.

We may require additional financing or capital to pursue acquisitions or because of unforeseen circumstances. If financing or capital is not available on terms acceptable to us or at all, we may not be able to develop and grow our business as anticipated and our business, operating results, and financial condition may be harmed.

We intend to continue making investments to support the development and growth of our business and to make strategic acquisitions. Although we currently intend to self-fund our growth initiatives, under certain circumstances we may determine that it is necessary or advisable to raise additional financing or capital. Additional financing or capital may not be available when we need it, on terms that are acceptable to us, or at all. If we decide to raise additional capital through issuances of equity, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences, and privileges superior to those of holders of our common stock. In 2023, our three largest stockholders backstopped our rights offering, and they recently agreed to provide $30.0 million in incremental capital commitments, which includes a $10.0 million backstopped rights offering. If we decide to raise additional debt, our existing stockholders may be subject to the risks associated with higher leverage. In addition, we may need to refinance all or a portion of our existing debt. We utilize multiple vehicle floor plan facilities to finance a substantial amount of our new and pre-owned inventory. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, including under one or more of our vehicle floor plan facilities, or we are unable to obtain additional capital, including from any of our stockholders, our ability to continue to pursue our business objectives and to respond to business opportunities, challenges, or unforeseen circumstances could be significantly limited, and our business, operating results, financial condition, and prospects could be adversely affected.

Item 5. Other Information.

(a) See “Ninth Amendment to Credit Agreement” in Note 12 to the condensed consolidated financial statements in this Quarterly Report on Form 10-Q for a discussion of Amendment No. 9 to the Credit Agreement, dated November 11, 2024 by and among the Company, the Subsidiary Guarantors party thereto, the lenders party thereto, and Oaktree Fund Administration, LLC, as administrative agent and collateral agent.

(c) During the three months ended September 30, 2024, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as such terms are defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits.

Exhibit Number	Description
10.1	Amendment No. 8 to the Term Loan Credit Agreement, dated August 6, 2024, by and among RumbleOn, Inc., the Subsidiary Guarantors party thereto, the lenders party thereto, and Oaktree Fund Administration, LLC, as administrative agent and collateral agent (incorporated by reference to Exhibit 10.2 to the Company’s Quarterly Report on Form 10-Q filed on August 8, 2024).
10.2	Amendment No. 9 to the Term Loan Credit Agreement, dated August 11, 2024, by and among RumbleOn, Inc., the Subsidiary Guarantors party thereto, the lenders party thereto, and Oaktree Fund Administration, LLC, as administrative agent and collateral agent*
31.1	Certification of Principal Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
31.2	Certification of Principal Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
32.1	Certifications of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**
32.2	Certifications of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**
101.INS	Inline XBRL Instance Document*
101.SCH	Inline XBRL Taxonomy Extension Schema*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase*
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)*

* Filed herewith.

** Furnished herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

RumbleOn, Inc.

Date: November 12, 2024	By:	/s/ Michael W. Kennedy
		Michael W. Kennedy Chief Executive Officer (Principal Executive Officer)
Date: November 12, 2024	By:	/s/ Tiffany Kice
		Tiffany Kice Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

Execution Version

AMENDMENT NO. 9 TO TERM LOAN CREDIT AGREEMENT

AMENDMENT NO. 9 TO TERM LOAN CREDIT AGREEMENT (this "Amendment"), dated as of November 11, 2024, among RUMBLEON, INC., a Nevada corporation (the "Borrower"), the guarantors party hereto (the "Subsidiary Guarantors"), OAKTREE FUND ADMINISTRATION, LLC, as administrative agent and as collateral agent (in such capacities, the "Agent"), and the Lenders (as defined below) party hereto.

PRELIMINARY STATEMENTS

A. The Borrower, the Agent and each lender from time to time party thereto (the "Lenders") have entered into a Term Loan Credit Agreement, dated as of August 31, 2021 (as amended by that certain Amendment No. 1 to Term Loan Credit Agreement, dated as of December 17, 2021, that certain Amendment No. 2 to Term Loan Credit Agreement, dated as of February 4, 2022, that certain Amendment No. 3 to Term Loan Credit Agreement, dated as of February 18, 2022, that certain Amendment No. 4 to Term Loan Credit Agreement, dated as of June 30, 2023, that certain Amendment No. 5 to Term Loan Credit Agreement, dated as of August 9, 2023, that certain Amendment No. 6 to Term Loan Credit Agreement, dated as of October 31, 2023, and effective as of October 27, 2024, that certain Amendment No. 7, dated as of February 5, 2024, and effective as of December 1, 2023, that certain Amendment No. 8, dated as of August 6, 2024, and as otherwise amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the date hereof, the "Existing Credit Agreement").

B. The Borrower has requested that, pursuant to Section 10.01 of the Existing Credit Agreement, the Lenders consent to amend certain provisions of the Existing Credit Agreement as set forth herein, and the Lenders are willing to agree to such amendments on the terms and subject to the conditions described herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency and receipt of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined in this Amendment have the same meanings as specified in the Existing Credit Agreement, as amended by this Amendment (as so amended, the "Credit Agreement").

Section 2. Amendments to Existing Credit Agreement. Effective as of the Ninth Amendment Effective Date:

(a) the Existing Credit Agreement is hereby amended to (i) delete the stricken text (indicated textually in the same manner as the following example: ~~**stricken text**~~) and (ii) to add the double-underlined text (indicated textually in the same manner as the following example: **double-underlined text**) as set forth in the pages of the Credit Agreement attached as Exhibit A hereto.

(b) a new Exhibit M-2 is hereby added to the Existing Credit Agreement to read in its entirety as set forth on Exhibit M attached as Exhibit B hereto.

For the avoidance of doubt, except as set forth in Section 2 hereof, nothing in this Amendment amends or modifies the signature pages, Exhibits or Schedules to the Existing Credit Agreement.

Section 3. Conditions of Effectiveness. Section 2 of this Amendment shall become effective as of the date (the "Ninth Amendment Effective Date") when each of the following conditions shall have been satisfied:

(a) *Execution of Amendment*. The Agent shall have received this Amendment, duly executed and delivered by (A) the Borrower, (B) the Subsidiary Guarantors and (C) the Lenders (which constitute at least the Required Lenders) party hereto.

(b) *Expenses.* The Agent shall have received all fees required to be paid, and all expenses required to be paid or reimbursed under Section 10.04 of the Credit Agreement, for which invoices have been presented on or in advance of November 11, 2024 (including all reasonable and documented out-of-pocket fees and expenses of Gibson, Dunn & Crutcher, LLP for which invoices have been presented on or in advance of November 11, 2024).

(c) *Refinancing Advisor Engagement Letter.* The Loan Parties shall have delivered to the Agent and the Lenders, an executed engagement letter between the Borrower and a nationally recognized investment bank reasonably acceptable to the Agent (it being understood and agreed that Houlihan Lokey is a nationally recognized investment bank reasonably acceptable to the Agent) (such investment bank, the "Refinancing Advisor") in connection with a potential refinancing of the Obligations under the Credit Agreement.

Section 4. [Reserved].

Section 5. Representations and Warranties. The Borrower represents and warrants as follows as of the date hereof:

(a) The execution, delivery and performance by the Borrower of this Amendment have been duly authorized by all necessary corporate and/or other organizational action. The execution, delivery and performance by the Borrower of this Amendment will not (i) contravene the terms of any of the Borrower's Organization Documents; (ii) result in any breach or contravention of, or the creation of any Lien upon any of the property or assets of the Borrower or any of the Restricted Subsidiaries under (A) any Contractual Obligation to which the Borrower is a party or affecting the Borrower or the properties of the Borrower or any of the Restricted Subsidiaries or (B) any order, injunction, writ or decree of any Governmental Body or any arbitral award to which the Borrower or its property is subject; or (iii) violate any applicable Law; except with respect to any breach, contravention or violation (but not creation of Liens) referred to in clauses (ii) and (iii), to the extent that such breach, contravention or violation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) This Amendment has been duly executed and delivered by the Borrower. Each of this Amendment and each other Loan Document to which the Borrower is a party, after giving effect to the amendments pursuant to this Amendment, constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity and principles of good faith and fair dealing.

(c) After giving effect to the Ninth Amendment Effective Date, no Default or Event of Default has occurred and is continuing.

(d) After giving effect to the Ninth Amendment Effective Date, the representations and warranties of the Borrower and each other Loan Party contained in Article V of the Credit Agreement or any other Loan Document are true and correct in all material respects on and as of the date hereof; *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; *provided*, *further*, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

Section 6. Reference to and Effect on the Existing Credit Agreement and the Loan Documents

(a) Except as expressly set forth herein, this Amendment (i) shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Agent, the Borrower or the Subsidiary Guarantors under the Existing Credit Agreement or any other Loan Document, and (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Loan Parties under the Loan Documents, in each case, as amended by this Amendment. The Borrower hereby consents to this Amendment and confirms that all of its obligations under the Loan Documents to which it is a party shall continue to apply to the Credit Agreement. The parties hereto acknowledge and agree that (i) the amendment of the Existing Credit Agreement pursuant to this Amendment shall not constitute a novation of the Existing Credit Agreement and the other Loan Documents as in effect prior to the Ninth Amendment Effective Date and (ii) after giving effect to the Ninth Amendment Effective Date, no Default or Event of Default exists.

(b) On and after the Ninth Amendment Effective Date, this Amendment shall for all purposes constitute a Loan Document.

Section 7. Execution in Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means (including ".pdf") shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 8. Notices. All communications and notices hereunder shall be given as provided in Section 10.02 of the Credit Agreement.

Section 9. Severability. If any provision of this Amendment is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10. Successors. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and registered assigns permitted under Section 10.07 of the Credit Agreement.

Section 11. Governing Law; Jurisdiction; Consent to Service of Process; Waiver of Jury Trial. The provisions set forth in Sections 10.14 and 10.15 of the Credit Agreement are hereby incorporated *mutatis mutandis,* with all references to the "Agreement" therein being deemed references to this Amendment.

Section 12. Required Lenders. The Agent hereby notifies the Borrower that the Lenders parties to this Amendment constitute at least the Required Lenders under the Existing Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

RUMBLEON, INC.,
a Nevada corporation,
as the Borrower

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

Sign

BJ MOTORSPORTS, LLC,
a Nevada limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

C & W MOTORS, INC.,
an Arizona corporation,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

CMG POWERSPORTS, INC.,
a Delaware corporation,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

DHD ALLEN, L.L.C.,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

DHD GARLAND, L.L.C.,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ________________________________
Name: Tiffany Kice
Title: Chief Financial Officer

EAST VALLEY MOTORCYCLES, LLC,
an Arizona limited liability company,
as a Subsidiary Guarantor

By: ________________________________
Name: Tiffany Kice
Title: Chief Financial Officer

ECHD MOTORCYCLES, LLC,
a California limited liability company,
as a Subsidiary Guarantor

By: ________________________________
Name: Tiffany Kice
Title: Chief Financial Officer

GLENDALE MOTORCYCLES, LLC
an Arizona limited liability company,
as a Subsidiary Guarantor

By: ________________________________
Name: Tiffany Kice
Title: Chief Financial Officer

IOT MOTORCYCLES, LLC,
an Arizona limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RHND OCALA, LLC,
a Florida limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RIDE NOW, LLC,
a Nevada limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RIDE NOW-CAROLINA, LLC,
a North Carolina limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RIDE USA, L.L.C.,
a Florida limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RN TRI-CITIES, LLC,
a Washington limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RN-GAINESVILLE, LLC,
a Florida limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RNKC LLC,
a Kansas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RNMC DAYTONA, LLC,
a Florida limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

TC MOTORCYCLES, LLC,
a Florida limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

TOP CAT ENTERPRISES, L.L.C.,
an Arizona limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

TUCSON MOTORSPORTS, INC.,
an Arizona corporation,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

TUCSON MOTORCYCLES, INC.,
an Arizona corporation,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

COYOTE MOTORSPORTS-ALLEN, LTD.,
a Texas limited partnership,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

COYOTE MOTORSPORTS-GARLAND, LTD.,
a Texas limited partnership,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

DLV MOTORCYCLE, LLC,
a Nevada limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

INDTUC, LLC,
a Arizona limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

RNAJ, LLC,
a Arizona limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

AMERICA’S POWERSPORTS, INC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

NORTH COUNTY 355 HOLDINGS, INC,
a Delaware corporation,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

SAN DIEGO HOUSE OF MOTORCYCLES, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FUN CENTER 355 HOLDINGS, INC,
a Delaware corporation,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

WOODS FUN CENTER, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

APS TEXAS HOLDINGS, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

APS AUSTIN HOLDINGS, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

APS OF TEXAS LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

APS OF OKLAHOMA LLC
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FORT THUNDER 355 HOLDINGS, INC,
a Delaware corporation,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

POWDER KEG 355 HOLDINGS, INC.,
a Delaware corporation,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

APS OF OHIO, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

GEORGETOWN 355 HOLDINGS, INC.,
a Delaware corporation,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

APS OF GEORGETOWN, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

RMBL TEXAS, LLC
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

WHOLESALE EXPRESS, LLC
a Tennessee limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

RUMBLEON DEALERS, INC.,
a Delaware corporation,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

WHOLESALE, INC.
a Tennessee corporation,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RUMBLEON FINANCE, LLC
a Nevada limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RMBL EXPRESS, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

AUTOSPORT USA, INC,
a Delaware corporation,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

NEXTGEN PRO, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RUMBLEON TENNESSEE, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RMBL MISSOURI, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

JJB PROPERTIES, L.L.C.,
an Arizona limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

BAYOU MOTORCYCLES, LLC,
a Louisiana limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RIDE NOW 5 ALLEN, LLC
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RIDENOW POWERSPORTS TALLAHASSEE, LLC
a Florida limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

METRO MOTORCYCLE, INC.,
an Arizona corporation,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

YSA MOTORSPORTS LLC,
an Arizona limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS CANTON, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS DALLAS LLC
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS DECATUR LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS FORT WORTH, LLC,
a Texas limited liability company,
as a Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS HUNTSVILLE, LLC,
an Alabama limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS JOHNSON COUNTY, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS LEWISVILLE LLC
a Texas limited liability company,
as a Subsidiary Guarantor

By: ____________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS MCDONOUGH, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ____________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS MCKINNEY LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ____________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS ALPHARETTA, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ____________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS FARMERS BRANCH, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ____________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS DENTON, LLC
a Texas limited liability company,
as a Subsidiary Guarantor

By: ____________________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FREEDOM POWERSPORTS REAL ESTATE LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ____________________________________
Name: Tiffany Kice
Title: Chief Financial Officer

EA POWERSPORTS HURST LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

FPS RE DALLAS, LLC,
a series of Freedom Powersports Real Estate, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

FPS RE HUDSON OAKS, LLC,
a series of Freedom Powersports Real Estate, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

FPS RE HURST, LLC,
a series of Freedom Powersports Real Estate, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

FPS RE ATHENS, LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

FPS RE FORT WORTH, LLC,
a series of Freedom Powersports Real Estate, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FPS RE LEWISVILLE, LLC,
a series of Freedom Powersports Real Estate, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FPS RE MCDONOUGH, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FPS RE MCKINNEY, LLC
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

FPS RE BURLESON, LLC,
a Texas limited liability company,
as a Subsidiary Guarantor

By: ______________________________
Name: Tiffany Kice
Title: Chief Financial Officer

RO FAIRWINDS, LLC,
a Florida limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name: Tiffany Kice
Title: Chief Financial Officer

RIDENOW MASSACHUSETTS LLC,
a Delaware limited liability company,
as a Subsidiary Guarantor

By: ______________________________

Name:
Title:

OAKTREE FUND ADMINISTRATION, LLC,
as Administrative Agent and Collateral Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: ______________________________
Name: Christine Pope
Title: Managing Director

By: ______________________________
Name: Mary Gallegly
Title: Managing Director

OAKTREE SPECIALTY LENDING CORPORATION,
as a Lender

By: Oaktree Fund Advisors, LLC
Its: Investment Advisor

By: ______________________________
Name: Christine Pope
Title: Managing Director

By: ______________________________
Name: Mary Gallegly
Title: Managing Director

OSI 2 SENIOR LENDING SPV, LLC,
as a Lender

By: Oaktree Specialty Lending Corporation
Its: Managing Member

By: Oaktree Fund Advisors, LLC
Its: Investment Manager

By: ______________________________

Name: Christine Pope
Title: Managing Director

By: ____________________
Name: Mary Gallegly
Title: Managing Director

OAKTREE GILEAD INVESTMENT FUND AIF (DELAWARE), L.P., as a Lender

By: Oaktree Fund AIF Series, L.P. – Series T
Its: General Partner

By: Oaktree Fund GP AIF, LLC
Its: Managing Member

By: Oaktree Fund GP III, L.P.
Its: Managing Member

By: ____________________
Name: Christine Pope
Title: Authorized Signatory

By: ____________________
Name: Mary Gallegly
Title: Authorized Signatory

OAKTREE HUNTINGTON-GCF INVESTMENT FUND (DIRECT LENDING AIF), L.P., as a Lender

By: Oaktree Huntington-GCF Investment Fund (Direct Lending AIF) GP, L.P.
Its: General Partner

By: Oaktree Huntington-GCF Investment Fund (Direct Lending AIF) GP, LLC
Its: General Partner

By: Oaktree Fund GP III, L.P.
Its: Managing Member

By: ______________________________
Name: Christine Pope
Title: Authorized Signatory

By: ______________________________
Name: Mary Gallegly
Title: Authorized Signatory

OAKTREE-NGP STRATEGIC CREDIT, LLC, as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: ______________________________
Name: Christine Pope
Title: Managing Director

By: ______________________________
Name: Mary Gallegly
Title: Managing Director

OAKTREE-FORREST MULTI-STRATEGY, LLC, as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: ____________________________
Name: Christine Pope
Title: Managing Director

By: ____________________________
Name: Mary Gallegly
Title: Managing Director

OAKTREE-TMBR STRATEGIC CREDIT FUND F, LLC, as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: ____________________________
Name: Christine Pope
Title: Managing Director

By: ____________________________
Name: Mary Gallegly
Title: Managing Director

OAKTREE-TMBR STRATEGIC CREDIT FUND G, LLC, as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: ____________________________
Name: Christine Pope
Title: Managing Director

By: ____________________________
Name: Mary Gallegly
Title: Managing Director

OAKTREE-TMBR STRATEGIC CREDIT FUND C,
LLC, as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: ______________________________
Name: Christine Pope
Title: Managing Director

By: ______________________________
Name: Mary Gallegly
Title: Managing Director

OAKTREE-MINN STRATEGIC CREDIT, LLC,
as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: ______________________________
Name: Christine Pope
Title: Managing Director

By: ______________________________
Name: Mary Gallegly
Title: Managing Director

INPRS STRATEGIC CREDIT HOLDINGS, LLC,
as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: ______________________________
Name: Christine Pope
Title: Managing Director

By: ______________________________
Name: Mary Gallegly
Title: Managing Director

OAKTREE-TSE 16 STRATEGIC CREDIT, LLC,
as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: ______________________________
Name: Christine Pope
Title: Managing Director

By: ______________________________
Name: Mary Gallegly
Title: Managing Director

OAKTREE-TCDRS STRATEGIC CREDIT, LLC,
as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: ______________________________
Name: Christine Pope
Title: Managing Director

By: ______________________________
Name: Mary Gallegly
Title: Managing Director

OAKTREE GCP FUND DELAWARE HOLDINGS, L.P.,
as a Lender

By: Oaktree Global Credit Plus Fund GP, L.P.
Its: General Partner

By: Oaktree Global Credit Plus Fund GP Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: ______________________________

Name: Christine Pope

Title: Managing Director

By: ______________________________

Name: Mary Gallegly

Title: Managing Director

OAKTREE MEZZANINE FUND V HOLDINGS (DELAWARE), L.P., as a Lender

By: Oaktree Mezzanine Fund V GP, L.P.
Its: General Partner

By: Oaktree Fund GP IIA, LLC
Its: General Partner

By: Oaktree Fund GP II, L.P.
Its: Managing Member

By: ______________________________
Name: Robert Sullivan
Title: Authorized Signatory

By: ______________________________
Name: Michael Deng
Title: Authorized Signatory

OAKTREE MIDDLE-MARKET DIRECT LENDING UNLEVERED FUND (PARALLEL), L.P., as a Lender

By: Oaktree Middle-Market Direct Lending GP (Parallel), Ltd.
Its: General Partner

By: ______________________________
Name: Robert Sullivan
Title: Authorized Signatory

By: ______________________________
Name: Michael Deng
Title: Authorized Signatory

OAKTREE MIDDLE-MARKET DIRECT LENDING UNLEVERED FUND, L.P., as a Lender

By: Oaktree Middle-Market Direct Lending GP, L.P.
Its: General Partner

By: Oaktree Fund GP IIA, LLC
Its: General Partner

By: Oaktree Fund GP II, L.P.
Its: Managing Member

By: ______________________________
Name: Robert Sullivan
Title: Authorized Signatory

By: ______________________________
Name: Michael Deng
Title: Authorized Signatory

OAKTREE MMDL AGGREGATOR, LLC,
as a Lender

By: Oaktree Middle-Market Direct Lending GP, L.P.
Its: Manager

By: Oaktree Fund GP IIA, LLC
Its: General Partner

By: Oaktree Fund GP II, L.P.
Its: Managing Member

By: ______________________________
Name: Robert Sullivan
Title: Authorized Signatory

By: ______________________________
Name: Michael Deng
Title: Authorized Signatory

OAKTREE MMDL AGGREGATOR, L.P.,
as a Lender

By: Oaktree Middle-Market Direct Lending GP (Aggregator), Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: ______________________________
Name: Robert Sullivan
Title: Authorized Signatory

By: ______________________________
Name: Michael Deng
Title: Authorized Signatory

OAKTREE MMDL UNPLEDGED ASSETS, LLC,
as a Lender

By: Oaktree Fund GP IIA, LLC
Its: Manager

By: Oaktree Fund GP II, L.P.
Its: Managing Member

By: ______________________________
Name: Robert Sullivan
Title: Authorized Signatory

By: ______________________________
Name: Michael Deng
Title: Authorized Signatory

OPPS XB RMBL HOLDINGS, LLC,
as a Lender

By: Oaktree Fund AIF Series (Cayman), L.P. – Series G
Its: Manager

By: Oaktree AIF (Cayman) GP Ltd
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: ______________________________
Name: Jordan Mikes
Title: Managing Director

By: ______________________________
Name: David Nicoll
Title: Managing Director

By: Oaktree Fund AIF Series, L.P. – Series N
Its: Manager

By: Oaktree Fund GP AIF, LLC
Its: General Partner

By: Oaktree Fund GP III, L.P.
Its: Managing Member

By: ______________________________
Name: Jordan Mikes
Title: Authorized Person

By: ______________________________
Name: David Nicoll
Title: Authorized Person

OPPS XI RMBL HOLDINGS, LLC,
as a Lender

By: Oaktree Fund AIF Series (Cayman), L.P. – Series O
Its: Manager

By: Oaktree AIF (Cayman) GP Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: ______________________________
Name: Jordan Mikes
Title: Managing Director

By: ______________________________
Name: David Nicoll
Title: Managing Director

By: Oaktree Fund AIF Series, L.P. – Series N
Its: Manager

By: Oaktree Fund GP AIF, LLC
Its: General Partner

By: Oaktree Fund GP III, L.P.
Its: Managing Member

By: ______________________________
Name: Jordan Mikes
Title: Authorized Person

By: ______________________________
Name: David Nicoll
Title: Authorized Person

EXHIBIT A

Amendments to Existing Credit Agreement

See attached.

EXHIBIT B

Exhibit M-2

See attached.

Exhibit 31.1

CERTIFICATION

I, Michael W. Kennedy, certify that:

(1) I have reviewed this Quarterly Report on Form 10-Q of RumbleOn, Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

(4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date:	November 12, 2024	By:	/s/ Michael W. Kennedy
			Michael W. Kennedy
			Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Tiffany Kice, certify that:

(1) I have reviewed this Quarterly Report on Form 10-Q of RumbleOn, Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

(4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 12, 2024	By:	/s/ Tiffany Kice
		Tiffany Kice
		Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT
TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report on Form 10-Q of RumbleOn, Inc. (the "Company") for the period ended September 30, 2024, as filed with the U.S. Securities and Exchange Commission (the “Report”), the undersigned hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge and belief, that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 12, 2024	By:	/s/ Michael W. Kennedy
		Michael W. Kennedy
		Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT
TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report on Form 10-Q of RumbleOn, Inc. (the "Company") for the period ended September 30, 2024, as filed with the U.S. Securities and Exchange Commission (the “Report”), the undersigned hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge and belief, that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 12, 2024	By:	/s/ Tiffany Kice
		Tiffany Kice
		Chief Financial Officer