

Document Type: **Articles of Amendment - LLC**

Document Fee: **\$25.00**

Entity Name: **EAST VALLEY MOTORCYCLES, LLC**

Additional Fee: **\$0.00**

Entity Information

Entity Name: EAST VALLEY MOTORCYCLES, LLC

Entity ID: L08951607

Entity Email Address: corporateadmin@rumbleon.com

Entity Type: Domestic LLC

Management Structure: Manager-Managed

Formation Date: 11/23/1999

Status: Active

Effective Date: 06/09/2022

Effective Time: 01:22PM

Character of Business: Other

Character of Business Sub Code:

☒ Perpetual (forever)

Update Entity Information

New Entity Name

Statutory Agent Information

Name	Attention	Address	Email
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RUSSELL C BROWN		245 W BERRIDGE LN , PHOENIX, AZ, 85013, USA	
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Attention	Mailing Address
	245 W BERRIDGE LN PHOENIX, AZ, 85013, USA

Principal Address

Attention	Address
	2677 E Willis Rd, CHANDLER, AZ, 85286, USA

Principal Information

Management Structure: Manager-Managed

Title	Name	Attention	Address	Email	Date Taking Office
Manager	Marshall Chesrown		901 W Walnut Hill Lane, IRVING, TX 75038, USA	corporateadmin@rumbleon.com	

Uploaded Attachments

The eCorp system will create part of the Articles of Amendment from the information I have entered.

☒ I will upload only the text of the amendment to complete the filing. ☐ I will upload and use my own complete form as the

official Articles of Amendment.

File Name

Zoom - East Valley Motorcycles - 2nd AR LLC Operating Agreement (Executed).PDF

Signature

By typing/entering my name, I intend to affix my electronic signature acknowledging that this electronic document is submitted in compliance with Arizona law. I certify that the information on the electronic document is true, complete, and accurate as of the date the electronic filing is submitted.

☒ I Agree

Signature: Marshall Chesrown

Title: Manager

**SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
EAST VALLEY MOTORCYCLES, LLC**

This **SECOND AMENDED AND RESTATED OPERATING AGREEMENT** (this “Agreement”) is entered into and made effective as of November 12, 2021, between East Valley Motorcycles, LLC, an Arizona limited liability company (the “Company”), and RumbleOn, Inc., a Nevada corporation, in its capacity as the sole member of the Company (the “Member”).

WHEREAS, the Company was formed as a limited liability company under the laws of the State of Arizona pursuant to the filing of the Articles of Organization of the Company (as amended from time to time, the “Articles of Organization”) with the Secretary of State of the State of Arizona on November 23, 1999, as provided in accordance with the Arizona Limited Liability Company Act (as amended, modified or restated from time-to-time, the “Act”);

WHEREAS, the Member and the Company entered into that certain Amended and Restated Operating Agreement, dated as of August 31, 2021 (the “Operating Agreement”); and

WHEREAS, the Member and the Company hereto deem it to be in their respective best interests to amend and restate the Operating Agreement to reflect the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree to continue the Company pursuant to applicable law and amend, restate and modify the Operating Agreement as follows:

**ARTICLE I
ORGANIZATION**

1.1 **Organization.** The Company was formed by the filing of the Company’s Articles of Organization in the office of the Secretary of State of the State of Arizona. This Agreement constitutes the “operating agreement” (as that term is used in the Act) of the Company. The rights, powers, duties, obligations, and liabilities of the Member and the Company will be determined in accordance with the Act and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of the Member or the Company are different by reason of any provision of this Agreement than they would be under the Act in the absence of that provision, then this Agreement controls to the extent permitted by the Act.

1.2 **Principal Office; Registered Agent.** The principal office of the Company will be such location as may be determined by the Board from time to time. The name and address of the registered agent for service of process on the Company in the State of Arizona is shall be that person and location reflected in the Certificate of Formation. The Board may designate or change the registered agent from time to time as it deems necessary or desirable.

1.3 **Term.** The Company's existence will continue perpetually unless it is sooner terminated as provided herein. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member and (b) the entry of a decree of judicial dissolution under the Act. The bankruptcy (as defined in the Act) of a Member shall not cause such Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in such manner, and in such order of priority, as determined by the Board, subject to any requirements of the Act.

ARTICLE II PURPOSES AND BUSINESS OF THE COMPANY

2.1 **Purposes of the Company.** The Company has been formed for the purpose of carrying out any and all lawful activities for which limited liability companies may be formed under the Act.

2.2 **Authority of the Company.** To carry out its purposes, the Company, consistent with and subject to the provisions of this Agreement and all applicable laws, is empowered and authorized to do any and all acts and things incidental to, or necessary, appropriate, proper, advisable, or convenient for, and in furtherance of the accomplishment of its purposes.

ARTICLE III THE MEMBER AND LIMITED LIABILITY

3.1 **Member; Limited Liability.** The Member is hereby admitted as the sole member of the Company. The Member shall not have any personal liability whatsoever in its capacity as a member or as the manager of the Company, whether to the Company, or to the creditors of the Company, for the debts, liabilities, contracts, or any other obligations of the Company, or for any losses of the Company. Additional Members may be admitted to the Company with the consent of the Member.

3.2 **Capital Contributions; Distributions.** Without creating any rights in favor of any third party, the Member may, from time to time, make contributions of cash or property to the capital of the Company, but shall have no obligation to do so. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Board.

3.3 **Treatment for Tax Purposes.** It is the intention of the Member that the Company be treated as an entity disregarded from its owner for federal, state and local income tax purposes.

3.4 **Membership Interests; Certificates.** The Company shall not issue any certificate(s) representing the Member's interest in the Company.

3.5 **Oaktree Credit Agreement.** Notwithstanding anything to the contrary contained in this Agreement, the Member hereby expressly recognizes and authorizes (i) the execution, delivery, and performance of (x) that certain Term Loan Credit Agreement, dated as of August

31, 2021 (as such Credit Agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among RumbleOn, Inc., as borrower, each lender from time to time party thereto (the “Lenders”), Oaktree Fund Administration, LLC, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Lenders and collateral agent (in such capacity, together with any successors and assigns, the “Collateral Agent” and, together with the Administrative Agent, the “Agents”) for the Lenders and (y) that certain Security Agreement (as such Security Agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time), dated as of August 31, 2021 (the “Security Agreement”) by and among the Member, the Company, certain other grantors from time to time party thereto and the Collateral Agent (including any transfer thereunder) will not violate any provision of this Agreement, (ii) the granting by the Member, on behalf of Company, to the Collateral Agent of a first priority lien on and security interest in the Member’s ownership interest in the Company (the “Pledged Interests”) pursuant to the Loan Documents (as defined in the Credit Agreement and including, for the avoidance of doubt, the Security Agreement), and the perfection of such security interest, and (iii) from and after the occurrence of an “Event of Default” under Section 8.01 of the Credit Agreement, the exercise by the Collateral Agent of its rights under the Loan Documents (as defined in the Credit Agreement and including, for the avoidance of doubt, the Security Agreement), including the transfer of the Pledged Interests thereunder to the Collateral Agent or its designee in accordance therewith and the right to exercise or refrain from exercising voting and other consensual rights hereunder and to receive distributions, in each case with respect to the Pledged Interests pledged under the Security Agreement. After the occurrence of an “Event of Default” under Section 8.01 of the Credit Agreement and upon a foreclosure, sale, or other transfer of the Pledged Interest pursuant to the Security Agreement, (x) the Collateral Agent, its designee, or any other transferee acquiring such Pledged Interests will, upon its execution of a counterpart signature page to this Agreement, automatically be admitted as a member of Company effective as of such foreclosure, sale, or transfer, with all of the rights and obligations of a Member hereunder, including the rights and obligations vested in the Member as provided in Article IV of this Agreement and including the voting rights set forth in Article IV, (y) the transferring Member will thereafter cease to be a member of the Company, and (z) the Company will be continued without dissolution. The Member acknowledges that the pledge of the Pledged Interests made by the Member pursuant to the Security Agreement will be a pledge not only of the profits and losses of the Company, but also of all rights and obligations of such Member pursuant to this Agreement. So long as any Obligation (as defined in the Credit Agreement) under the Credit Agreement is outstanding, the Collateral Agent, its designee, or any other transferee of Pledged Interests pursuant to the Security Agreement will be a third-party beneficiary of the terms and provisions of this Agreement, and such terms and provisions will inure to the benefit of the Collateral Agent, its designee, or any other transferee and its successors and assigns.

ARTICLE IV MANAGEMENT

4.1 Authority; Power and Duties of the Board.

(a) The Company shall be managed exclusively by the board of managers (each a “Manager” and collectively, the “Board”). The Board shall have the right, power,

authority and discretion acting alone to conduct the business and affairs of the Company, to take any and all actions (including, without limitation, executing, delivering and performing on behalf of the Company any and all agreements, instruments, certificates or other documents), and to do any and all things necessary, desirable, convenient or incidental to carry on the business and purposes of the Company, including, without limitation, (i) to incur debt on behalf of the Company, (ii) to acquire or sell any assets of the Company, (iii) to provide indemnities or guaranties in the name and on behalf of the Company, (iv) to enter into, perform and carry out agreements, instruments, guaranties, indemnities, and contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Company, necessary to, in connection with, convenient to or incidental to the accomplishment of the purposes of the Company, (v) to take any and all actions necessary, desirable, convenient or incidental for the purpose of carrying out or exercising any of the powers of the Company, and (vi) to take any and all other actions the Board deems necessary, desirable, convenient or incidental for the furtherance of the objects and purposes of the Company, and shall have and may exercise all of the powers and rights conferred upon a manager of a limited liability company formed pursuant to the Act. The Board may form any committees as it deems appropriate and delegate any of its authority so such committees, but no such delegation shall divest the Board with any of the powers granted hereunder or under the Act. The Member may remove any Manager at any time, with or without cause.

(b) The number of Managers serving on the Board shall be established from time to time by the Member. The initial number of managers serving on the Board shall be two (2). Each Managers shall serve until his or her respective death, resignation, or removal by the Member.

(c) A vacancy in the Board because of resignation, death or removal of a Manager may be filled by the Board or the Member. Newly created managerships resulting from any increase in the authorized number of Managers may be filled by the Board or the Member.

4.2 Meetings; Quorum. Regular meetings of the Board may be held on such date and at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called from time to time by any Manager. Notice of each special meeting of the Board stating the date, place and time of such meeting shall be given to each Manager by hand, telephone, telecopy, electronic mail, overnight courier or the U.S. mail at least twenty-four (24) hours prior to any meeting of the Board. Notice may be waived before or after a meeting or by attendance without protest at such meeting. A majority of the Board shall constitute a quorum sufficient for conducting meetings and making decisions. The votes constituting a majority of all votes entitled to be cast at a meeting at which a quorum is present shall be an act of the Board.

4.3 Deadlock.

(a) If there are an even number of Managers serving on the Board, and the number of votes in favor of any proposed action submitted for consideration by the Board at any meeting (or in any written consent) is equal to the number of votes against such proposed action (a “Deadlock”) and the Deadlock cannot be resolved by negotiation of the Managers within three (3) days following such meeting (or the date on which the written consent is presented to the

Board for consideration), then any Manager may submit the proposed action to the then-current board of directors of RumbleOn, Inc., a Nevada corporation or its successor (“RumbleOn”) for a vote. The decision of the board of directors of RumbleOn with respect to such matter shall be final and binding upon the Company and the Managers and officers of the Company shall take such action as may be necessary to implement and effectuate the decision of the board of directors of RumbleOn.

(b) **Actions by Written Consent.** Any action to be taken by the Board may be taken at a meeting of the Board or by written consent executed by a majority of the Managers.

4.4 Telephonic Meetings. The Managers may participate in a meeting of the Board by means of telephone conference or similar communications equipment by which all persons participating in the meeting can communicate with each other and such participation in a meeting shall constitute presence in person at the meeting. Any Manager unable to attend a meeting of the Board may designate another Manager as his or her proxy. The Board may adopt such other procedures governing meetings and the conduct of business at such meetings as it shall deem appropriate.

4.5 Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board may elect a Chief Executive Officer, a President, a Chief Financial Officer, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers and “authorized persons” as the Board deems necessary or desirable. Each such officer shall hold office until such officer’s successor is appointed and qualified or until such officer’s earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Company. The Board may remove any officer with or without cause at any time. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board.

4.6 Powers and Duties of Executive Officers. The officers of the Company shall have such powers and duties in the management of the Company as may be prescribed by the Board.

4.7 Reimbursement and Compensation of Officers. The officers shall be entitled to be reimbursed by the Company for out-of-pocket expenses incurred in their capacities as officers of the Company. The officers shall receive compensation from the Company as may be determined by the Board.

ARTICLE V INDEMNITY

5.1 Indemnification of the Member and Officers. In the event that any officer of the Company, any Manager, the Member, any of the Member’s directors, officers, stockholders, employees, agents, or controlling persons (each of the foregoing persons referred to as a “Covered Person”), becomes involved in any threatened or pending claim, action, suit or proceeding in connection with any matter arising out of or relating to the Company’s business or affairs, to the fullest extent permitted by applicable law, the Company shall indemnify the

Covered Person against losses, judgments, liabilities, expenses and amounts incurred or paid, including attorneys' fees, costs, amounts paid in settlement, fines, penalties and other liabilities ("Costs") in connection therewith, except to the extent that any such Costs result solely from willful misconduct or knowing violation of law as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). Expenses, including attorney's fees, incurred by any Covered Person in connection with the preparation and presentation of a defense or response to any claim, action, suit or proceeding shall be advanced by the Company prior to the final disposition of such claim, action, suit, or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall ultimately be determined that such Covered Person is not entitled to be indemnified by the Company. No Covered Person shall be liable to the Company, any Member, or any other person or entity bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's willful misconduct. The reimbursement, indemnity and contribution obligations of the Company under this Section shall be provided out of and to the extent of Company assets only, and no Covered Person shall have personal liability on account thereof. The foregoing provisions shall survive any termination of this Agreement.

5.2 Exculpation. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 No Third Party Beneficiary. Except for the parties to this Agreement and their respective successors and assigns, no third party beneficiaries are intended by this Agreement.

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona and without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona.

6.3 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO

THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

6.4 Amendment and Waiver. This Agreement may be modified, altered, supplemented, or amended by a written agreement executed and delivered by the Member. The failure of any party at any time to require strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to require strict performance of the same condition, promise, agreement or understanding at a subsequent time.

6.5 Assignments. The Member may transfer or assign, in whole or in part, its limited liability company interest. Any assignee of a Member's limited liability company interest shall only become a member of the Company upon the consent of the Member.

6.6 Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and all remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.7 Interpretation. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, among the parties hereto with respect to the subject matter hereof. Captions are used only for convenience of reference and have no other significance or effect. Whenever the context requires, the singular shall include the plural and references to masculine, feminine, and neutral genders shall include references to all other genders.

6.8 Counterparts; Electronic Transmission. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which taken together constitute one and the same agreement. Delivery of an executed counterpart by facsimile or portable document format (.pdf) shall be deemed to be an original in all cases.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

COMPANY:

EAST VALLEY MOTORCYCLES, LLC

DocuSigned by:
Marshall Chesrown
By: _____
4A17CD44FB484EA...
Name: Marshall Chesrown
Title: Chief Executive Officer

SOLE MEMBER:

RUMBLEON, INC.

DocuSigned by:
Marshall Chesrown
By: _____
4A17CD44FB484EA...
Name: Marshall Chesrown
Title: Chief Executive Officer