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

Form 10-K

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

For the fiscal year ended December 31, 2016

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

Commission file number 000-54219

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.)

4521 Sharon Road, Suite 370, Charlotte, North Carolina 28211
(Address of principal executive offices)

(704) 448-5240

(Registrant's telephone number, including area code)

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

None

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

Class B Common Stock, $0.001 par value

(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

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. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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

Large accelerated filer ☐ Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☒

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

As of June 30, 2016, the aggregate market value of shares held by non-affiliates of the registrant (computed by reference to the price at which the common equity was last sold) was approximately $122,500.

The number of shares of Class B Common Stock, $0.001 par value, outstanding on February 13, 2017 was 6,923,809 shares. In addition, 1,000,000 shares of Class A Common Stock, $0.001 par value, were outstanding on February 13, 2017.

RUMBLEON, INC.
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for the Year Ended December 31, 2016

PART I

Item 1. Business.

Background and Overview

RumbleON, Inc., a Nevada corporation, is an early stage company with a business plan to create a unique, capital light, and disruptive e-commerce platform facilitating the ability of both consumers and dealers to Buy-Sell-Trade-Finance pre-owned recreation vehicles. It is our goal to have the platform recognized as the most trusted and effective solution for the sale, acquisition, and distribution of recreation vehicles and provide users an efficient, fast, transparent, and engaging experience. Our initial focus is the market for 650cc and larger on road motorcycles, particularly those concentrated in the Harley Davidson brand; we will look to extend to other brands and additional vehicle types and products as the platform matures. In this Annual Report on Form 10-K, we refer to RumbleON, Inc. as "RumbleON," "RMBL," the "Company," "we," "us," and "our," and similar words.

Serving both consumers and dealers, RumbleON will make such consumers or dealers a cash offer for the purchase of their vehicle or will provide them the flexibility to trade, list, consign, or auction their vehicle through the website and mobile app of RumbleON and our partner dealers. In addition, RumbleON will offer a large inventory of vehicles for sale on its website and will offer financing and associated products. RumbleON operations are designed to be highly scalable by working through an infrastructure and capital light model created by forging a synergistic relationship with dealers. RumbleON will utilize partner dealers in the acquisition of motorcycles as well as to provide inspection, reconditioning and distribution services. Correspondingly, RumbleON will earn fees and transaction income, and partner dealers will earn incremental revenue and enhance profitability through increased sales, leads, and fees from inspection, reconditioning and distribution programs.

RumbleON will be driven by a proprietary technology platform, designed by an experienced development team. RumbleON acquired this platform on February 8, 2017 through its acquisition of NextGen (the "NextGen Acquisition"), as more fully described below, and anticipates the platform will be fully implemented by the RumbleON team in partnership with the developer over the next 60 days. The system provides integrated accounting, appraisal, inventory management, CRM, lead and call center management, equity mining, and other key services necessary to drive the online marketplace. Over the past 16 years, the developers of the software have designed and built, for large multi-national clients, a number of successful dealer and high quality online software applications solutions including applications for vehicle appraisal and inventory management, credit reporting and compliance, CRM and lead management, and a vehicle purchase platform. The product suite currently has modules supporting the motorcycle, RV, and marine and auto segments and is easily expandable for additional products in the future.

Our principal executive offices are located at 4521 Sharon Road, Suite 370, Charlotte, North Carolina 28211 and our telephone number is (704) 448-5240. Our Internet website is www.rumbleon.com. The website address provided in this Annual Report on Form 10-K for the year ended December 31, 2016 (this "Form 10-K") is not intended to function as a hyperlink and information obtained on the website is not and should not be considered part of this Form 10-K and is not incorporated by reference in this Form 10-K or any filing with the Securities and Exchange Commission (the "SEC"). Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, are available, free of charge, on our Investor Relations website at www.rumbleon.com as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. You may also read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet website located at www.sec.gov that contains the information we file or furnish electronically with the SEC.

Corporate History

RumbleON, Inc. was originally incorporated in the State of Nevada in October 2013 as a development stage company under the name Smart Server, Inc. ("Smart Server"). Smart Server was formed to engage in the business of designing and developing computer application software for smart phones and tablet computers to provide customers at participating restaurants, bars, and clubs the ability to pay their bill with their smartphone without having to ask for the check. Smart Server ceased its software development activities in 2015 and, having no operations and no or nominal assets, met the definition of a "shell company" under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder. Smart Server continued as a public shell company through the year ended December 31, 2016, however Smart Server engaged in no business or operations during 2016.

In July 2016, Berrard Holdings Limited Partnership ("Berrard Holdings") acquired 5,475,000 shares of common stock of Smart Server from the prior owner of such shares pursuant to an Amended and Restated Stock Purchase Agreement, dated July 13, 2016. The shares acquired by Berrard Holdings represented 99.5% of the Smart Server's issued and outstanding shares of common stock. Steven Berrard, a director and our Chief Financial Officer and Secretary, has voting and dispositive control over Berrard Holdings. The aggregate purchase price of the shares was $148,141. In addition, at the closing, Berrard Holdings loaned Smart Server, and Smart Server executed a promissory note, in the principal amount of $191,858 payable to Berrard Holdings. Effective August 31, 2017, the note was amended to increase the principal amount by $5,500 to $197,358 in aggregate amount payable to Berrard Holdings.

In October 2016, Berrard Holdings sold an aggregate of 3,312,500 shares of Smart Server common stock to Marshall Chesrown, our Chairman of the Board and Chief Executive Officer, and certain other purchasers pursuant to letter agreements (each, a "Purchase Agreement"), dated October 24, 2016. The 2,412,500 shares acquired by Mr. Chesrown represented 43.9% of Smart Server's issued and outstanding shares of common stock. The remaining shares owned by Berrard Holdings after giving effect to the transaction represented 39.3% of Smart Server's issued and outstanding shares of common stock. The aggregate purchase price for the shares sold in this transaction was $139,125.

On November 28, 2016, RumbleON completed a private placement (the "Private Placement") with certain accredited investors (the "Purchasers"), with respect to the sale of an aggregate of 900,000 shares of Smart Server common stock at a purchase price of $1.50 per share for total consideration of $1,350,000. In connection with the Private Placement, Smart Server also entered into loan agreements with the Purchasers pursuant to which the Purchasers will loan the Company their pro rata share of up to $1,350,000 in the aggregate upon the request of the Company at any time on or after January 31, 2017 and before November 1, 2020, pursuant to the terms of the convertible promissory note attached to each of the Loan Agreements.

On January 8, 2017, Smart Server entered into an Asset Purchase Agreement (the "NextGen Agreement") with NextGen Dealer Solutions, LLC ("NextGen"), Halcyon Consulting, LLC ("Halcyon"), and members of Halcyon signatory thereto ("Halcyon Members," and together with Halcyon, the "Halcyon Parties") pursuant to which NextGen agreed to sell to the Company substantially all of the assets of NextGen in exchange for a payment of approximately $750,000 in cash, the issuance to NextGen of 1,523,809 unregistered shares of Company common stock (the "Purchaser Shares"), the issuance of a subordinated secured promissory note issued by the Company in favor of NextGen in the amount of $1,333,333 (the "Acquisition Note") and the assumption by the Company of certain specified post-closing liabilities of NextGen under the contracts being assigned to the Company as part of the transaction. On February 8, 2017, the Company assigned to NextGen Pro, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Company ("NextGen Pro"), the right to acquire NextGen's assets and liabilities (but not any other rights or obligations under the NextGen Agreement). NextGen and the Halcyon Parties are collectively referred to as the "Seller Parties."

On January 9, 2017, the Company's Board of Directors (the "Board") and stockholders holding 6,375,000 of the Company's issued and outstanding shares of common stock approved an amendment to the Company's Articles of Incorporation (the "Certificate of Amendment") to change the name Smart Server, Inc. to RumbleON, Inc. and to create an additional class of Company common stock. The Certificate of Amendment became effective on February 13, 2017 (the "Effective Date"), after the notice and accompanying Information Statement describing the amendment was furnished to non-consenting stockholders of the Company in accordance with Nevada and Federal securities law.

Immediately before approving the Certificate of Amendment, the Company had authorized 100,000,000 shares of common stock, $0.001 par value (the "Authorized Common Stock"), including 6,400,000 issued and outstanding shares of common stock (the "Outstanding Common Stock," and together with the Authorized Common Stock, the "Common Stock"). Pursuant to the Certificate of Amendment, the Company designated 1,000,000 shares of Authorized Common Stock as Class A Common Stock (the "Class A Common Stock"), which Class A Common Stock ranks pari passu with all of the rights and privileges of the Common Stock, except that holders of Class A Common Stock will be entitled to 10 votes per share of Class A Common Stock issued and outstanding and (ii) all other shares of Common Stock, including all shares of Outstanding Common Stock shall be deemed Class B Common Stock (the "Class B Common Stock"), which Class B Common Stock will be identical to the Class A Common Stock in all respects, except that holders of Class B Common Stock will be entitled to one vote per share of Class B Common Stock issued and outstanding.

Also on January 9, 2017, the Company's Board and stockholders holding 6,375,000 of the Company's issued and outstanding shares of common stock approved the issuance to (i) Mr. Chesrown of 875,000 shares of Class A Common Stock in exchange for an equal number of shares of Class B Common Stock held by Mr. Chesrown, and (ii) Mr. Berrard of 125,000 shares of Class A Common Stock in exchange for an equal number of shares of Class B Common Stock held by Mr. Berrard.

Also, on February 8, 2017 (the "Closing Date"), RumbleON and NextGen Pro completed the NextGen Acquisition in exchange for approximately $750,000 in cash, the Purchaser Shares, the Acquisition Note, and the other consideration described above. The Acquisition Note matures on the third anniversary of the Closing Date (the "Maturity Date"). Interest accrues and will be paid semi-annually (i) at a rate of 6.5% annually from the Closing Date through the second anniversary of such date and (ii) at a rate of 8.5% annually from the second anniversary of the Closing Date through the Maturity Date. The Company's obligations under the Acquisition Note are secured by substantially all the assets of the NextGen Pro pursuant to an Unconditional Guaranty Agreement (the "Guaranty Agreement"), by and among NextGen and NextGen Pro, and a related Security Agreement between the parties, each dated as of the Closing Date. Under the terms of the Guaranty Agreement, NextGen Pro has agreed to guarantee the performance of all of the Company's obligations under the Acquisition Note. The descriptions of the Guaranty Agreement and Security Agreement are qualified by reference to copies of these agreements, which are attached as Exhibit 10.12 and 10.13 to this Form 10-K and are incorporated herein by reference

On February 14, 2017, the Company filed a press release announcing completion of the NextGen Acquisition. The press release is attached as Exhibit 99.1 to this Form 10-K and is incorporated herein by reference.

On February 13, 2017, the Effective Date, the Company filed the Certificate of Amendment with the Secretary of State of the State of Nevada changing the Company's name to RumbleON, Inc. and creating the Class A and Class B Common Stock. Also on the Effective Date, the Company issued an aggregate of 1,000,000 shares of Class A Common Stock to Messrs. Chesrown and Berrard in exchange for an aggregate of 1,000,000 shares of Class B Common Stock held by them. Also on the Effective Date, the Company amended its bylaws to reflect the name change to RumbleON, Inc. and to reflect the Company's primary place of business as Charlotte, North Carolina.

Our Strategy

RumbleON's strategy is to provide a complete online, direct, pre-owned recreational vehicle marketplace solution for both consumers and dealers, while providing dealers access to additional software solutions and services allowing them to earn incremental revenue and enhance profitability through increased sales leads, and fees earned from inspection, reconditioning and distribution programs. The recognition of the need for RMBL solutions is the result of our management team gaining a clear understanding of the key drivers of complete supply chain solutions to create a different and disruptive way to both acquire and distribute cars and trucks online from their deep experience in the automotive sector with disruptive businesses such as: AutoNation, Auto America, and Vroom. We believe that there is a significant opportunity to disrupt the pre-owned marketplace in recreational vehicles as it suffers from many of the same negative consumer sentiments and dealer practices that existed in the automotive sector prior to the advent of and the significant influx of new entrants with improved business models. In addition, the recreation vehicle segment lacks the significant competition that exists in the automotive sector due to its fragmented dealer network, relative size and the niche nature of its products. Management believes consumers prefer to transact through a well-designed online/mobile solution, with a broad selection of vehicles at highly competitive prices. RumbleON applications will provide appraisal, cash-offer, vehicle listing or consignment, financing options, and logistics/delivery solutions designed to provide an exceptional consumer experience. We intend to replicate and improve upon the positive attributes of the various "Sell us your car" and other related programs that have proven successful in automotive retail for entities such as AutoNation, CarMax, Carvana, Vroom and others.

RumbleON dealer strategy is focused on creating a synergistic relationship wherein dealers have the ability to leverage the RumbleON marketplace and dealer services offerings to drive increased revenue through the purchase or sale of vehicles via the online platform and the ability to earn fees from inspection, reconditioning and distribution programs. Dealer partners will have the ability to show the complete RumbleON vehicle inventory on their website and will have access to preferred pricing on the acquisition of vehicles. Management believes that partners utilizing the platform will significantly enhance their existing online retail strategies. RumbleON has agreed to add multiple dealers to its network and is in discussions with several other dealers regarding joining the network. RumbleON operations, designed to be both capital and infrastructure light, will leverage the dealer network to provide inspection, reconditioning and distribution, thus alleviating the need for RumbleON to operate multiple warehouse locations, reconditioning centers and logistics facilities. RumbleON plans on operating a centralized headquarters, warehouse and call center model while decentralizing inspection and reconditioning activities.

RumbleON's initial focus on pre-owned Harley Davidson motorcycles provides a targeted, identifiable segment to establish the functionality of the platform and the RumbleON brand. Harley is a highly regarded and dominant brand (approximately 50% market share of new 650 cc+ on road motorcycles according to both Harley-Davidson public filings and the Motorcycle Industry Council) in the motorcycle market with a base of over 3 million preowned motorcycles registered for use in the United States. Management estimates that each year approximately 400,000 preowned Harleys are sold with Harley dealers selling approximately 125,000 units, 250,000 units sold in private consumer and independent dealer transactions, and 25,000 via other means. As Harley-Davidson has discussed in its public filings, Harley’s efforts to grow ridership, including increasing its marketing spend by 65% ($75 million worldwide) in 2016 and driving brand awareness among all customers via dealer hosted experiences and the Harley Davidson Riding Academy, are designed to capitalize on the fact that the percentage of first time motorcycle buyers who purchase a Harley-Davidson has increased from 26% in 2011 to 33% in 2015. This not only is expected to provide a stable market of like equipment and a more informed buyer, but also allows RumbleON to potentially enjoy a halo effect from Harley’s advertising as not all young new buyers will purchase new motorcycles. RumbleON extension into the "metric" brands (Honda, Yamaha, Kawasaki, Suzuki, etc.) essentially doubles the available market and is a natural extension as these vehicles are often sold or traded for Harley vehicles. The metric market and dealer profile closely mirrors that of the Harley market although it is more highly fragmented. In addition, many of the metric dealers also retail ATVs, UTVs, snowmobiles and personal watercraft providing the next natural product extension after motorcycles leveraging existing dealer relationships.

RumbleON initially intends to gain market share by targeting the significant number of private consumer transactions. We believe we can drive RumbleON brand recognition and awareness at a relatively low expense by utilizing aggressive digital, social media and guerrilla marketing techniques, as there are few national competitors and consumers are very brand focused and loyal. For example, approximately 15 key motorcycle events such as Daytona Bike Week and the Sturgis Bike Rally attract roughly 4.8 million attendees, many of whom are both motorcycle enthusiasts and Harley consumers. RumbleON intends on having a significant presence at several of these events, with onsite advertising and sales facilities to build brand awareness. In addition, we anticipate engaging with or sponsoring many of the active Harley Owner Group ("HOG") chapters, providing us a targeted audience to which to market RumbleON and showcase the ease with which they can buy, sell, or trade motorcycles. Once motorcycle enthusiasts have sampled the RumbleON website, we believe the unique experience will be compelling and drive organic growth. Over time, management believes RumbleON will be able to build a proprietary database of customers and their interests, which will facilitate customer retention and cross-sell activities.

Our Market

We operate in a market with significant scale and breadth of products. The Motorcycle Industry Council estimates that 9.2 million people own 10.1 million motorcycles in the United States; 87% of these are on highway models, our initial targeted segment. Used motorcycle registrations were 1.1 million units in 2015 with new unit sales of approximately 500,000 or approximately $7 billion in new vehicle sales. The owner demographic is favorable to the market outlook as millennials and baby boomers are maturing into the median ranges. The owner group is characterized by brand loyal riding enthusiasts. The median owner age is 47 years with a median income of $62,170 which is approximately 10% above the US average. The dealer market is fragmented with an estimated 5,000 new vehicle retail outlets in the motorcycle segment.

The ATV, UTV, side-by-side, snowmobile and personal watercraft vehicle ("PWC") markets (collectively with motorcycles, “Powersports”) are a logical next extension for our platform, as there is significant overlap in the motorcycle dealer base with dealers of these products. According to Powersports Business’ 2016 Market Data Book, 2015 registrations for new and used side-by-sides were approximately 250,000 units and ATV unit sales represented an additional 228,000 units. Snowmobile sales were estimated at 57,000 units with PWC sales estimated at an additional 40,000 units.

As we look to further extend the platform the two largest adjacent segments are represented by the recreational boating industry which generated sales of $26.7 billion in 2015 for boats and trailers and the recreational vehicle (motor vehicle or trailer equipped with living space and amenities found in a home) market which had estimated 2015 retail sales of approximately $16.5 billion.

Competition

We will face competition in all of our business segments. The U.S. used recreational vehicle marketplace is highly fragmented, and we face competition from franchised dealers, who sell both new and used vehicles; independent dealers; online and mobile sales platforms; and private parties. We believe that the principal competitive factors in our industry are delivering an outstanding consumer experience, competitive sourcing of vehicles, breadth and depth of product selection, and value pricing. Our competitors vary in size and breadth of their product offerings. We believe that our principal competitive advantages in used vehicle retailing will include our ability to provide a high degree of customer satisfaction with the buying experience by virtue of our low, no-haggle prices and our customer-friendly sales process; our breadth of selection of the most popular makes and models available on our website. In addition, we believe our willingness to appraise and purchase a customer’s vehicle, whether or not the customer is buying a vehicle from us, provides a competitive sourcing advantage for retail vehicles. We believe the principal competitive factors for our ancillary products and services include an ability to offer a full suite of products at competitive prices delivered in an efficient manner to the customer. We will compete with a variety of entities in offering these products including banks, finance companies, insurance and warranty providers and extended vehicle service contract providers. We believe our competitive strengths in this category will include our ability to deliver products in an efficient manner to customers utilizing our technology and our ability to partner with key participants in each category to offer a full suite of products at competitive prices. Lastly, additional competitors may enter the businesses in which we will operate.

Intellectual Property and Proprietary Rights

Our brand image is a critical element of our business strategy. Our principal trademark, RumbleON has an application pending with the U.S. Patent and Trademark Office.

Government Regulation

Various aspects of our business are or may be subject, directly or indirectly, to U.S. federal and state laws and regulations. Failure to comply with such laws or regulations may result in the suspension or termination of our ability to do business in affected jurisdictions or the imposition of significant civil and criminal penalties, including fines or the award of significant damages against us and our dealers in class action or other civil litigation.

State Motor Vehicle Sales, Advertising and Brokering Laws

The advertising and sale of new or used motor vehicles is highly regulated by the states in which we do business. Although we do not anticipate selling new vehicles, state regulatory authorities or third parties could take the position that some of the regulations applicable to dealers or to the manner in which recreational vehicles are advertised and sold generally are directly applicable to our business. If our products and services are determined to not comply with relevant regulatory requirements, we could be subject to significant civil and criminal penalties, including fines, or the award of significant damages in class action or other civil litigation as well as orders interfering with our ability to continue providing our products and services in certain states. In addition, even absent such a determination, to the extent dealers are uncertain about the applicability of such laws and regulations to our business, we may lose, or have difficulty increasing the number of dealers in our network, which would affect our future growth.

Several states have laws and regulations that strictly regulate or prohibit the brokering of motor recreational vehicles or the making of so-called "bird-dog" payments by dealers to third parties in connection with the sale of motor vehicles through persons other than licensed salespersons. If our products or services are determined to fall within the scope of such laws or regulations, we may be forced to implement new measures, which could be costly, to reduce our exposure to those obligations, including the discontinuation of certain products or services in affected jurisdictions. Additionally, such a determination could subject us to significant civil or criminal penalties, including fines, or the award of significant damages in class action or other civil litigation.

In addition to generally applicable consumer protection laws, many states in which we may do business either have or may implement laws and regulations that specifically regulate the advertising for sale of new or used recreational vehicles. These state advertising laws and regulations may not be uniform from state to state, sometimes imposing inconsistent requirements on the advertiser of a new or used recreational vehicle. If the content displayed on the websites we operate is determined or alleged to be inaccurate or misleading, we could be subject to significant civil and criminal penalties, including fines, or the award of significant damages in class action or other civil litigation. Moreover, such allegations, even if unfounded or decided in our favor, could be extremely costly to defend, could require us to pay significant sums in settlements, and could interfere with our ability to continue providing our products and services in certain states.

Federal Advertising Regulations

The Federal Trade Commission ("FTC"), has authority to take actions to remedy or prevent advertising practices that it considers to be unfair or deceptive and that affect commerce in the United States. If the FTC takes the position in the future that any aspect of our business constitutes an unfair or deceptive advertising practice, responding to such allegations could require us to pay significant damages, settlements, and civil penalties, or could require us to make adjustments to our products and services, any or all of which could result in substantial adverse publicity, loss of participating dealers, lost revenue, increased expenses, and decreased profitability.

Federal Antitrust Laws

The antitrust laws prohibit, among other things, any joint conduct among competitors that would lessen competition in the marketplace. Some of the information that we may obtain from dealers may be sensitive and, if disclosed inappropriately, could potentially be used by dealers to impede competition or otherwise diminish independent pricing activity. A governmental or private civil action alleging the improper exchange of information, or unlawful participation in price maintenance or other unlawful or anticompetitive activity, even if unfounded, could be costly to defend and adversely impact our ability to maintain and grow our dealer network.

In addition, governmental or private civil actions related to the antitrust laws could result in orders suspending or terminating our ability to do business or otherwise altering or limiting certain of our business practices, including the manner in which we handle or disclose pricing information, or the imposition of significant civil or criminal penalties, including fines or the award of significant damages against us in class action or other civil litigation.

Other

The foregoing description of laws and regulations to which we are or may be subject is not exhaustive, and the regulatory framework governing our operations is subject to continuous change. The enactment of new laws and regulations or the interpretation of existing laws and regulations in an unfavorable way may affect the operation of our business, directly or indirectly, which could result in substantial regulatory compliance costs, civil or criminal penalties, including fines, adverse publicity, loss of participating dealers, lost revenue, increased expenses, and decreased profitability. Further, investigations by government agencies, including the FTC, into allegedly anticompetitive, unfair, deceptive or other business practices by us, could cause us to incur additional expenses and, if adversely concluded, could result in substantial civil or criminal penalties and significant legal liability.

Employees

As of December 31, 2016, the Company had two full-time employees.

Available Information

We file annual, quarterly and other reports and other information with the SEC. You can read these SEC filings and reports over the Internet at the SEC's website at www.sec.gov. You can also obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street, NE, Washington, DC 20549 on official business days between the hours of 10:00 am and 3:00 pm. Please call the SEC at (800) SEC-0330 for further information on the operations of the public reference facilities. We will provide a copy of our annual report to security holders, including audited financial statements, at no charge upon receipt of a written request to us at RumbleON, Inc., 4521 Sharon Road, Suite 370, Charlotte, NC, 28211.

Item 1A. Risk Factors

Investing in our common stock involves a high degree of risk. Investors should carefully consider the risks described below and all of the other information set forth in this Annual Report on Form 10-K, including our financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations," before deciding to invest in our common stock. If any of the events or developments described below occur, our business, financial condition, or results of operations could be materially or adversely affected. As a result, the market price of our common stock could decline, and investors could lose all or part of their investment.

Risks Related to Our Business

We have no operating history and we cannot assure you the Company will achieve or maintain profitability.

Our business model is unproven and we have no operating history. We are only in the initial development stage of our business. We expect to make significant investments in the further development and expansion of our business and these investments may not result in the successful development, operation, or growth of our business on a timely basis or at all. We may not generate sufficient revenue and we may incur significant losses in the future for a number of reasons, including a lack of demand for our products and services, increasing competition, weakness in the motorcycle, power sport, and other recreational vehicle industries generally, as well as other risks described in these Risk Factors, and we may encounter unforeseen expenses, difficulties, complications and delays, and other unknown factors relating to the development and operation of our business. Accordingly, we may not be able to successfully develop and operate our business, generate revenue, or achieve or maintain profitability.

The initial development and growth of our business over the first 24 months of operations, and such growth may not be indicative of our future growth and, if we continue to grow rapidly, we may not be able to manage our growth effectively.

We expect that, in the future, as our revenue increases, our rate of growth will decline. In addition, we will not be able to grow as fast or at all if we do not accomplish the following:

- maintain and grow our dealer relationships and network;
- increase the number of users of our products and services, and in particular the number of unique visitors to our website and our branded mobile applications;
- further improve the quality of our existing products and services, and introduce high quality new products and services;
- increase the number of transactions between our users and both RumbleON and our dealer networks; and
- introduce third party ancillary products and services.

We may not successfully accomplish any of these objectives. We plan to continue our investment in future growth. We expect to continue to expend substantial financial and other resources on:

- marketing and advertising;
- product and service development; including investments in our website, business processes, infrastructure, product and service development team and the development of new products and services and new features for existing products; and
- general administration, including legal, accounting and other compliance expenses related to being a public company.

In addition, our anticipated growth may place and may continue to place significant demands on our management and our operational and financial resources. As we grow, we expect to hire additional personnel. Also, our organizational structure will become more complex as we add additional staff, and we will need to ensure we adequately develop and maintain operational, financial and management controls as well as our reporting systems and procedures.

Our auditor's report reflects the fact that the ability of the Company to continue as a going concern is dependent upon its ability to raise additional capital from the sale of common stock and, ultimately the achievement of significant operating revenue. If we are unable to continue as a going concern, you will lose your investment.

Our financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. Our auditor's report reflects that the ability of the Company to continue as a going concern is dependent upon our ability to raise additional capital from the sale of common stock or through other debt or equity financings and, ultimately, the achievement of significant operating revenue. If we are unable to continue as a going concern, stockholders will lose their investment. We will be required to seek additional capital to fund future growth and expansion. No assurance can be given that such financing will be available or, if available, that it will be on commercially favorable terms acceptable to us. Moreover, favorable financing may be dilutive to investors.

We may require additional capital to pursue our business objectives and respond to business opportunities, challenges or unforeseen circumstances. If 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 to make investments to support the development and growth of our business and, we may require additional capital to pursue our business objectives and respond to business opportunities, challenges or unforeseen circumstances. Accordingly, we may need to engage in equity or debt financings to secure additional funds. However, additional funds may not be available when we need them, on terms that are acceptable to us, or at all. Volatility in the credit markets may also have an adverse effect on our ability to obtain debt financing. Also, the incurrence of leverage, the debt service requirements resulting therefrom, and the possibility of a need for financing or any additional financing could have important and negative consequences, including the following: (a) the Company's ability to obtain additional financing for working capital, capital expenditures, or general corporate or other purposes may be impaired in the future; (b) certain future borrowings may be at variable rates of interest, which will expose the Company to the risk of increased interest rates; (c) the Company may need to use a portion of the money it earns to pay principal and interest on their credit facilities, which will reduce the amount of money available to finance operations and other business activities, repay other indebtedness, and pay distributions; and (d) substantial leverage may limit the Company's flexibility to adjust to changing economic or market conditions, reduce their ability to withstand competitive pressures and make them more vulnerable to a downturn in general economic conditions.

If we raise additional funds through further issuances of equity or convertible debt securities, 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. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, 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.

If key industry participants, including recreation vehicle dealers and recreation vehicle manufacturers, perceive us in a negative light or our relationships with them suffer harm, our ability to operate and grow our business and our financial performance may be damaged.

We anticipate that we will derive a significant portion of or revenue from fees paid by existing recreation vehicle dealers for dealer services we may provide them. In addition, we intend to utilize a select set of dealers to perform services for our benefit, including, among other things, vehicle reconditioning, vehicle storage and vehicle photography. If our relationships with our network of dealers suffer harm in a manner that leads to the departure of these dealers from our network, then our ability to operate our business, grow revenue, and lower our costs will be adversely affected.

We cannot assure you that we will maintain strong relationships with the dealers in our network or that we will not suffer dealer attrition in the future. We may also have disputes with dealers from time to time, including relating to the collection of fees from them and other matters. We may need to modify our products, change pricing or take other actions to address dealer concerns in the future. If we are unable to create and maintain a compelling value proposition for dealers to become and remain dealers, our dealer network will not grow and may begin to decline. If a significant number of these dealers decided to leave our network or change their financial or business relationship with us, then our business, growth, operating results, financial condition and prospects would suffer. Additionally, if we are unable to add dealers to our network, our growth could be impaired.

We may be unable to maintain or grow relationships with information data providers or may experience interruptions in the data feeds they provide, which may limit the information that we are able to provide to our users and dealers as well as adversely affect the timeliness of such information and may impair our ability to attract or retain consumers and our dealers and to timely invoice all parties.

We expect to receive data from third-party data providers, including our network of dealers, dealer management system data feed providers, data aggregators and integrators, survey companies, purveyors of registration data and possibly others. There may be some instances in which we use this information to collect a transaction fee from those dealers and recognize revenue from the related transactions.

From time to time, we may experience interruptions in one or more data feeds that we receive from third-party data providers, particularly dealer management system data feed providers, in a manner that affects our ability to timely invoice the dealers in our network. These interruptions may occur for a number of reasons, including changes to the software used by these data feed providers and difficulties in renewing our agreements with third-party data feed providers. Additionally, when an interruption ceases, we may not always be able to collect the appropriate fees and any such shortfall in revenue could be material to our operating results.

If we suffer a significant interruption in our ability to gain access to third-party data, our business and operating results will suffer.

Our business also relies on our ability to analyze significant amounts of data in a timely manner. The effectiveness of our user acquisition efforts depends in part on the availability of data relating to existing and potential users of our platform. If we experience a material disruption in the data provided to us or if third-party data providers terminate their relationship with us, the quality of this information may suffer, and our business, results of operations and financial conditions could be materially and adversely affected.

The success of our business relies heavily on our marketing and branding efforts, especially with respect to the RumbleON website and our branded mobile applications, and these efforts may not be successful.

We believe that an important component of our development and growth will be the business derived from the RumbleON website and our branded mobile applications. Because RumbleON is a consumer brand, we rely heavily on marketing and advertising to increase the visibility of this brand with potential users of our products and services.

Our business model relies on our ability to scale rapidly and to decrease incremental user acquisition costs as we grow. Some of our methods of marketing and advertising may not be profitable because they may not result in the acquisition of a sufficient users visiting our website and mobile applications such that we may recover these costs by attaining corresponding revenue growth. If we are unable to recover our marketing and advertising costs through increases in user traffic and in the number of transactions by users of our platform, it could have a material adverse effect on our growth, results of operations and financial condition.

The failure to develop and maintain our brand could harm our ability to grow unique visitor traffic and to expand our dealer network.

Developing and maintaining the RumbleON brand will depend largely on the success of our efforts to maintain the trust of our users and dealers and to deliver value to each of our users and dealers. If our potential users perceive that we are not focused primarily on providing them with a better recreation vehicle buying experience, our reputation and the strength of our brand will be adversely affected.

Complaints or negative publicity about our business practices, our marketing and advertising campaigns, our compliance with applicable laws and regulations, the integrity of the data that we provide to users, data privacy and security issues, and other aspects of our business, irrespective of their validity, could diminish users' and dealers' confidence in and the use of our products and services and adversely affect our brand. There can be no assurance that we will be able to develop, maintain or enhance our brand, and failure to do so would harm our business growth prospects and operating results.

We will rely on Internet search engines to drive traffic to our website, and if we fail to appear prominently in the search results, our traffic would decline and our business would be adversely affected.

We will depend in part on Internet search engines such as Google™, Bing™, and Yahoo!™ to drive traffic to our website. For example, when a user searches the internet for a particular type of recreational vehicle, we will rely on a high organic search ranking of our webpages in these search results to refer the user to our website. However, our ability to maintain high, non-paid search result rankings is not within our control. Our competitors' Internet search engine optimization efforts may result in their websites receiving a higher search result page ranking than ours, or Internet search engines could revise their methodologies in a way that would adversely affect our search result rankings. If Internet search engines modify their search algorithms in ways that are detrimental to us, or if our competitors' efforts are more successful than ours, overall growth in our user base could slow or our user base could decline. Internet search engine providers could provide recreation vehicle dealer and pricing information directly in search results, align with our competitors or choose to develop competing services. Any reduction in the number of users directed to our website through Internet search engines could harm our business and operating results.

A significant disruption in service on our website or of our mobile applications could damage our reputation and result in a loss of consumers, which could harm our business, brand, operating results, and financial condition.

Our brand, reputation and ability to attract consumers, affinity groups and advertisers depend on the reliable performance of our technology infrastructure and content delivery. We may experience significant interruptions with our systems in the future. Interruptions in these systems, whether due to system failures, computer viruses, or physical or electronic break-ins, could affect the security or availability of our products on our website and mobile application, and prevent or inhibit the ability of consumers to access our products. Problems with the reliability or security of our systems could harm our reputation, result in a loss of consumers, dealers and affinity group marketing partners, and result in additional costs.

We intend to locate our communications, network, and computer hardware used to operate our website and mobile applications at facilities in various parts of the country to minimize the risk and create an environment where we can remain online if one of the facilities in which our equipment is housed goes offline. Nevertheless, we will not own or control the operation of these facilities, and our systems and operations will be vulnerable to damage or interruption from fire, flood, power loss, telecommunications failure, terrorist attacks, acts of war, electronic and physical break-ins, computer viruses, earthquakes, and similar events. The occurrence of any of these events could result in damage to our systems and hardware or could cause them to fail.

Problems faced by any third-party web hosting providers we may utilize could adversely affect the experience of our consumers. Any third-party web hosting providers could close their facilities without adequate notice. Any financial difficulties, up to and including bankruptcy, faced by any third-party web hosting providers or any of the service providers with whom they contract may have negative effects on our business, the nature and extent of which are difficult to predict. If our third-party web hosting providers are unable to keep up with our growing capacity needs, our business could be harmed.

Any errors, defects, disruptions, or other performance or reliability problems with our network operations could cause interruptions in access to our products as well as delays and additional expense in arranging new facilities and services and could harm our reputation, business, operating results, and financial condition.

If we are unable to provide a compelling recreation vehicle buying experience to our users, the number of transactions between our users, RumbleON and dealers will decline and our revenue and results of operations will suffer harm.

We cannot assure you that we are able to provide a compelling recreation vehicle buying experience to our users, and our failure to do so will mean that the number of transactions between our users, RumbleON and dealers will decline and we will be unable to effectively monetize our user traffic. We believe that our ability to provide a compelling recreation vehicle buying experience is subject to a number of factors, including:

- our ability to launch new products that are effective and have a high degree of consumer engagement; and
- compliance of the dealers within our dealer network with applicable laws, regulations and the rules of our platform.

The growth of our business relies significantly on our ability to increase the number of dealers in our network such that we are able to increase the number of transactions between our users and dealers. Failure to do so would limit our growth.

Our ability to grow the number of dealers in our network is an important factor in growing our business. We are a new participant in the recreational vehicle industry, our business may be viewed in a negative light by recreation vehicle dealerships, and there can be no assurance that we will be able to maintain or grow the number of recreation vehicle dealers in our network.

Our ability to grow our complementary product offerings may be limited, which could negatively impact our development, growth, revenue and financial performance.

As we introduce or expand additional offerings for our platform, such as recreation vehicle trade-ins, lead management, transaction processing, financing, leasing, maintenance and insurance, we may incur losses or otherwise fail to enter these markets successfully. Our expansion into these markets may place us in competitive and regulatory environments with which we are unfamiliar and involves various risks, including the need to invest significant resources and the possibility that returns on such investments will not be achieved for several years, if at all. In attempting to establish such new product offerings, we may incur significant expenses and face various other challenges, such as expanding our sales force and management personnel to cover these markets and complying with complicated regulations that apply to these markets. In addition, we may not successfully demonstrate the value of these ancillary products to consumers or dealers, and failure to do so would compromise our ability to successfully expand into these additional revenue streams.

We will be relying on third-party financing providers to finance a significant portion of our customers' vehicle purchases.

We will be relying on third-party financing providers to finance a significant portion of our customers' vehicle purchases. Accordingly, our revenue and results of operations are partially dependent on the actions of these third parties. We will provide financing to qualified customers through a number of third-party financing providers. If one or more of these third-party providers cease to provide financing to our customers, provide financing to fewer customers or no longer provide financing on competitive terms, it could have a material adverse effect on our business, sales and results of operations. Additionally, if we were unable to replace the current third-party providers upon the occurrence of one or more of the foregoing events, it could also have a material adverse effect on our business, sales and results of operations. We will rely on third-party providers to supply Extended Protection Plan ("EPP") products to our customers. Accordingly, our revenue and results of operations will be partially dependent on the actions of these third-parties. If one or more of these third-party providers cease to provide EPP products, make changes to their products or no longer provide their products on competitive terms, it could have a material adverse effect on our business, revenue and results of operations. Additionally, if we were unable to replace the current third-party providers upon the occurrence of one or more of the foregoing events, it could also have a material adverse effect on our business, revenue and results of operations.

Retail sales of recreational vehicles by the Company may be adversely impacted by increased supply of and/or declining prices for used recreational vehicles and excess supply of new recreational vehicles.

Retail sales of recreational vehicles by the Company may be adversely impacted by increased supply of and/or declining prices for used recreational vehicles and excess supply of new recreational vehicles. The Company believes that when prices for used recreational vehicles have declined, it can have the effect of reducing demand among retail purchasers for new recreational vehicles (at or near manufacturer's suggested retail prices). Further, the manufacturers of recreational vehicles can and do take actions that influence the markets for new and used recreational vehicles. For example, introduction of new models with significantly different functionality, technology or other customer satisfiers can result in increased supply of used recreational vehicles, and a decrease in the inventory of used recreational vehicles available for sale at dealers in the U.S. could result in an increased supply or decreased demand in the market for used recreational vehicles, which could result in declining prices for used recreational vehicles, and prior model-year new recreational vehicles. Also, while historically manufacturers have taken steps designed to balance production volumes for its new recreational vehicles with demand, those steps may not be effective, or further manufacturers could choose to supply new recreational vehicles to the market in excess of demand at reduced prices which could also have the effect of reducing demand for used recreational vehicles. Ultimately, reduced demand among retail purchasers for new recreational vehicles leads to reduced shipments by the Company.

We rely on a number of third parties to perform certain operating and administrative functions for the Company.

We rely on a number of third parties to perform certain operating and administrative functions for us. We may experience problems with outsourced services, such as unfavorable pricing, untimely delivery of services, or poor quality. Also, these suppliers may experience adverse economic conditions due to difficulties in the global economy that could lead to difficulties supporting our operations. In light of the amount and types of functions that we will outsource, these service provider risks could have a material adverse effect on our business and results of operations.

We participate in a highly competitive market, and pressure from existing and new companies may adversely affect our business and operating results.

We face significant competition from companies that provide listings, information, lead generation, and recreation vehicle buying services designed to reach consumers and enable dealers to reach these consumers. We will compete for a share of overall recreation vehicle purchases as well as recreation vehicle dealer's marketing and technology spend. To the extent that recreation vehicle dealers view alternative strategies to be superior to RumbleON, we may not be able to maintain or grow the number of dealers in our network, we may sell fewer recreation vehicles to users of our platform, and our business, operating results and financial condition will be harmed.

We also expect that new competitors will continue to enter the online recreation vehicle retail industry with competing products and services, which could have an adverse effect on our revenue, business and financial results.

Our competitors could significantly impede our ability to expand our network of dealers and to reach consumers. Our competitors may also develop and market new technologies that render our existing or future products and services less competitive, unmarketable or obsolete. In addition, if our competitors develop products or services with similar or superior functionality to our solutions, we may need to decrease the prices for our solutions in order to remain competitive. If we are unable to maintain our current pricing structure due to competitive pressures, our revenue will be reduced and our operating results will be negatively affected.

Our current and potential competitors may have significantly more financial, technical, marketing and other resources than we have, and the ability to devote greater resources to the development, promotion, and support of their products and services. Additionally, they may have more extensive recreation vehicle industry relationships than we have, longer operating histories and greater name recognition. As a result, these competitors may be better able to respond more quickly to undertake more extensive marketing or promotional campaigns. If we are unable to compete with these companies, the demand for our products and services could substantially decline.

In addition, if one or more of our competitors were to merge or partner with another of our competitors, the change in the competitive landscape could adversely affect our ability to compete effectively. Our competitors may also establish or strengthen cooperative relationships with our current or future third-party data providers, technology partners, or other parties with whom we may have relationships, thereby limiting our ability to develop, improve, and promote our solutions. We may not be able to compete successfully against current or future competitors, and competitive pressures may harm our revenue, business and financial results.

Seasonality or weather trends may cause fluctuations in our unique visitors, revenue and operating results.

Our revenue trends are likely to be a reflection of consumers' recreation vehicle buying patterns. While different types of recreation vehicles are designed for different seasons (motorcycles are typically for non-snow seasons, while snowmobiles are typically designed for winter), our revenue may be cyclical if, for example, motorcycles and motorcycle dealers represent a large percentage of our revenue. Our business will also be impacted by cyclical trends affecting the overall economy, specifically the retail recreation vehicle industry, as well as by actual or threatened severe weather events.

We collect, process, store, share, disclose and use personal information and other data, and our actual or perceived failure to protect such information and data could damage our reputation and brand and harm our business and operating results.

We collect, process, store, share, disclose and use personal information and other data provided by consumers and dealers. We rely on encryption and authentication technology licensed from third parties to effect secure transmission of such information. We may need to expend significant resources to protect against security breaches or to address problems caused by breaches. Any failure or perceived failure to maintain the security of personal and other data that is provided to us by consumers and dealers could harm our reputation and brand and expose us to a risk of loss or litigation and possible liability, any of which could harm our business and operating results. In addition, from time to time, it is possible that concerns will be expressed about whether our products, services, or processes compromise the privacy of our users. Concerns about our practices with regard to the collection, use or disclosure of personal information or other privacy related matters, even if unfounded, could harm our business and operating results.

There are numerous federal, state and local laws around the world regarding privacy and the collection, processing, storing, sharing, disclosing, using and protecting of personal information and other data, the scope of which are changing, subject to differing interpretations, and which may be costly to comply with and may be inconsistent between countries and jurisdictions or conflict with other rules. We generally comply with industry standards and are subject to the terms of our privacy policies and privacy-related obligations to third parties. We strive to comply with all applicable laws, policies, legal obligations and industry codes of conduct relating to privacy and data protection, to the extent possible. However, it is possible that these obligations may be interpreted and applied in new ways or in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or our practices or that new regulations could be enacted. Any failure or perceived failure by us to comply with our privacy policies, our privacy-related obligations to consumers or other third parties, or our privacy-related legal obligations, or any compromise of security that results in the unauthorized release or transfer of sensitive information, which may include personally identifiable information or other user data, may result in governmental enforcement actions, litigation or public statements against us by consumer advocacy groups or others and could cause consumers and recreation vehicle dealers to lose trust in us, which could have an adverse effect on our business. Additionally, if vendors, developers or other third parties that we work with violate applicable laws or our policies, such violations may also put consumer or dealer information at risk and could in turn harm our reputation, business and operating results.

Failure to adequately protect our intellectual property could harm our business and operating results.

A portion of our success may be dependent on our intellectual property, the protection of which is crucial to the success of our business. We expect to rely on a combination of patent, trademark, trade secret and copyright law and contractual restrictions to protect our intellectual property. In addition, we will attempt to protect our intellectual property, technology, and confidential information by requiring our employees and consultants to enter into confidentiality and assignment of inventions agreements and third parties to enter into nondisclosure agreements. These agreements may not effectively prevent unauthorized use or disclosure of our confidential information, intellectual property, or technology and may not provide an adequate remedy in the event of unauthorized use or disclosure of our confidential information, intellectual property, or technology. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy aspects of our website features, software, and functionality or obtain and use information that we consider proprietary.

Competitors may adopt service names similar to ours, thereby harming our ability to build brand identity and possibly leading to user confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of the term "RumbleON" or "RMBL."

We currently hold the "RumbleON.com" Internet domain name and various other related domain names. The regulation of domain names in the United States is subject to change. Regulatory bodies could establish additional top-level domains, appoint additional domain name registrars, or modify the requirements for holding domain names. As a result, we may not be able to acquire or maintain all domain names that use the name RumbleON or RMBL.

We may in the future be subject to intellectual property disputes, which are costly to defend and could harm our business and operating results.

We may from time to time face allegations that we have infringed the trademarks, copyrights, patents and other intellectual property rights of third parties, including from our competitors or non-practicing entities.

Patent and other intellectual property litigation may be protracted and expensive, and the results are difficult to predict and may require us to stop offering some features, purchase licenses or modify our products and features while we develop non-infringing substitutes or may result in significant settlement costs.

In addition, we use open source software in our products and will use open source software in the future. From time to time, we may face claims against companies that incorporate open source software into their products, claiming ownership of, or demanding release of, the source code, the open source software or derivative works that were developed using such software, or otherwise seeking to enforce the terms of the applicable open source license. These claims could also result in litigation, require us to purchase a costly license or require us to devote additional research and development resources to change our platform or services, any of which would have a negative effect on our business and operating results.

Even if these matters do not result in litigation or are resolved in our favor or without significant cash settlements, these matters, and the time and resources necessary to litigate or resolve them, could harm our business, our operating results and our reputation.

We depend on key personnel to operate our business, and if we are unable to retain, attract and integrate qualified personnel, our ability to develop and successfully grow our business could be harmed.

We believe our success will depend on the efforts and talents of our executives and employees, including Marshall Chesrown, our Chairman and Chief Executive Officer, and Steven R. Berrard, our Chief Financial Officer and Secretary. Our future success depends on our continuing ability to attract, develop, motivate and retain highly qualified and skilled employees. Qualified individuals are in high demand, and we may incur significant costs to attract and retain them. In addition, the loss of any of our senior management or key employees could materially adversely affect our ability to execute our business plan and strategy, and we may not be able to find adequate replacements on a timely basis, or at all. Our executive officers are at-will employees, which means they may terminate their employment relationship with us at any time, and their knowledge of our business and industry would be extremely difficult to replace. We cannot ensure that we will be able to retain the services of any members of our senior management or other key employees. If we do not succeed in attracting well-qualified employees or retaining and motivating existing employees, our business could be materially and adversely affected.

We may acquire other companies or technologies, which could divert our management's attention, result in additional dilution to our stockholders and otherwise disrupt our operations and harm our operating results.

Our success will depend, in part, on our ability to grow our business in response to the demands of consumers, dealers and other constituents within the recreation vehicle industry as well as competitive pressures. In some circumstances, we may determine to do so through the acquisition of complementary businesses and technologies rather than through internal development. The identification of suitable acquisition candidates can be difficult, time-consuming, and costly, and we may not be able to successfully complete identified acquisitions. The risks we face in connection with acquisitions include:

- diversion of management time and focus from operating our business to addressing acquisition integration challenges;
- coordination of technology, research and development and sales and marketing functions;
- transition of the acquired company's users to our website and mobile applications;
- retention of employees from the acquired company;
- cultural challenges associated with integrating employees from the acquired company into our organization;
- integration of the acquired company's accounting, management information, human resources, and other administrative systems;
- the need to implement or improve controls, procedures, and policies at a business that prior to the acquisition may have lacked effective controls, procedures, and policies;
- potential write-offs of intangibles or other assets acquired in such transactions that may have an adverse effect our operating results in a given period;
- liability for activities of the acquired company before the acquisition, including patent and trademark infringement claims, violations of laws, commercial disputes, tax liabilities, and other known and unknown liabilities; and
- litigation or other claims in connection with the acquired company, including claims from terminated employees, consumers, former stockholders, or other third parties.

Our failure to address these risks or other problems encountered in connection with our future acquisitions and investments could cause us to fail to realize the anticipated benefits of these acquisitions or investments, cause us to incur unanticipated liabilities, and harm our business generally. Future acquisitions could also result in dilutive issuances of our equity securities, the incurrence of debt, contingent liabilities, amortization expenses, or the impairment of goodwill, any of which could harm our financial condition. Also, the anticipated benefits of any acquisitions may not materialize to the extent we anticipate or at all.

We may not be able to protect our proprietary technology.

Our success will depend, in part, on our ability to obtain patents, protect our trade secrets and operate without infringing on the proprietary rights of others. We may rely upon a combination of patents, trade secret protection, and confidentiality agreements to protect the intellectual property of our products and services. Patents might not be issued or granted with respect to our patent applications that are currently pending, and issued or granted patents might later be found to be invalid or unenforceable, be interpreted in a manner that does not adequately protect our business, or fail to otherwise provide us with any competitive advantage. As such, we do not know the degree of future protection, if any, that we will have on what we consider our intellectual property, if any, and a failure to obtain adequate intellectual property protection with respect to our technology and marketplace solutions could have a material adverse impact on our business.

If we must spend significant time and money protecting or enforcing our intellectual property rights our business, results of operations and financial condition may be harmed.

Risks Related to Ownership of our Common Stock

There has been a limited public market for our common stock, and we do not know if one will develop that will provide you with adequate liquidity. The trading price for our common stock may be volatile and could be subject to wide fluctuations.

Although our common stock is listed for trading on the Over-the-Counter Pink Sheets ("OTCPK") under the trading symbol "RMBL," and we intend to apply for the Over-the-Counter Quotation Board ("OTCQB"), we cannot assure you that we will meet OTCQB's listing requirements, and therefore may not be able to meet the standards for such listing. Furthermore, we cannot assure you that an active trading market for our common stock will develop. The liquidity of any market for the shares of our common stock will depend on a number of factors, including:

- the number of stockholders;
- our operating performance and financial condition;
- the market for similar securities;
- the extent of coverage of us by securities or industry analysts; and
- the interest of securities dealers in making a market in the shares of our common stock.

Historically, the market for equity securities has also been subject to disruptions that have caused substantial volatility in the prices of these securities, which may not have corresponded to the business or financial success of the particular company. We cannot assure you that the market for the shares of our common stock will be free from similar disruptions. Any such disruptions could have an adverse effect on stockholders. In addition, the price of the shares of our common stock could decline significantly if our future operating results fail to meet or exceed the expectations of market analysts and investors.

Even if an active trading market develops, the market price for our common stock may be highly volatile and could be subject to wide fluctuations. Some of the facts that could negatively affect our share price include:

- actual or anticipated variations in our quarterly operating results.

Our principal stockholders and management own a significant percentage of our stock and an even greater percentage of the Company's voting power and will be able to exert significant control over matters subject to stockholder approval.

Following the NextGen Acquisition and the Effective Date, our executive officers and directors beneficially own approximately 81.6% of our voting stock, representing 91.1% in aggregate voting power, including 80.2% in aggregate voting power held by Messrs. Chesrown and Berrard as the only holders of our 1,000,000 outstanding shares of Class A Common Stock, which has 10 votes for each one share outstanding. As a result, these stockholders have the ability to determine all matters requiring stockholder approval. For example, these stockholders are able to control elections of directors, amendments of our organizational documents, or approval of any merger, sale of assets, or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may believe are in your best interest as a stockholder or to take other action that you may believe are not in your best interest as a stockholder.

The pro forma financial statements were presented for illustrative purposes only and may not be an indication of our financial condition or results of operations following the NextGen Acquisition.

The pro forma financial statements we have filed with the SEC in connection with the NextGen Acquisition were presented for illustrative purposes only and may not be an indication of our financial condition or results of operations following the NextGen Acquisition for several reasons. For example, the pro forma financial statements were derived from our historical financial statements and NextGen's, and certain adjustments and assumptions have been made regarding us after giving effect to the NextGen Acquisition. The information upon which these adjustments and assumptions have been made is preliminary, and these kinds of adjustments and assumptions are difficult to make with accuracy. Moreover, our actual financial condition and results of operations following the NextGen Acquisition may not be consistent with, or evident from, the pro forma financial statements.

In addition, the assumptions used in preparing the pro forma financial data may not prove to be accurate, and other factors may affect our financial condition or results of operations following the NextGen Acquisition. Any potential decline in our financial condition or results of operations may cause significant variations in the trading price of our securities.

Because our common stock is deemed a low-priced "penny" stock, an investment in our common stock should be considered high risk and subject to marketability restrictions.

Since our common stock is a penny stock, as defined in Rule 3a51-1 under the Exchange Act, it will be more difficult for investors to liquidate their investment even if and when a market develops for the common stock. Until the trading price of the common stock rises above $5.00 per share, if ever, trading in the common stock is subject to the penny stock rules of the Exchange Act specified in rules 15g-1 through 15g-10. Those rules require broker-dealers, before effecting transactions in any penny stock, to:

- deliver to the customer, and obtain a written receipt for, a disclosure document;
- disclose certain price information about the stock;
- disclose the amount of compensation received by the broker-dealer or any associated person of the broker-dealer;
- send monthly statements to customers with market and price information about the penny stock; and
- in some circumstances, approve the purchaser's account under certain standards and deliver written statements to the customer with information specified in the rules.

Consequently, the penny stock rules may restrict the ability or willingness of broker-dealers to sell the common stock and may affect the ability of holders to sell their common stock in the secondary market and the price at which such holders can sell any such securities. These additional procedures could also limit our ability to raise additional capital in the future.

Our internal controls may be inadequate which could cause our financial reporting to be unreliable and lead to misinformation being disseminated to the public.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. As defined in Exchange Act Rule 13a-15(f), internal control over financial reporting is a process designed by, or under the supervision of, the principal executive and principal financial officer and effected by the board of directors, management and other personnel, 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. The Exchange Act rule includes those policies and procedures that: (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

If securities or industry analysts do not publish research or reports about our business, or if they issue an adverse or misleading opinion regarding our stock, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. We do not currently have and may never obtain research coverage by securities and industry analysts. If no or few securities or industry analysts commence coverage of us, the trading price for our stock would be negatively impacted. In the event we obtain securities or industry analyst coverage, if any of the analysts who cover us issue an adverse or misleading opinion regarding us, our business model, our intellectual property or our stock performance, or if our operating results fail to meet the expectations of analysts, our stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

Our annual and quarterly operating results may fluctuate significantly or may fall below the expectations of investors or securities analysts, each of which may cause our stock price to fluctuate or decline.

We expect our operating results to be subject to annual and quarterly fluctuations, and they will be affected by numerous factors, including:

- a change in consumer discretionary spending;
- weather, which may impact the ability or desire for potential end customers to consider whether they wish to own a recreation vehicle;
- the timing and cost of, and level of investment in, research and development activities relating to our software services, which may change from time to time;
- our ability to attract, hire and retain qualified personnel;
- expenditures that we will or may incur to acquire or develop additional product and service offerings;
- future accounting pronouncements or changes in our accounting policies; and
- the changing and volatile U.S., European and global economic environments.

If our annual or quarterly operating results fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Furthermore, any annual or quarterly fluctuations in our operating results may, in turn, cause the price of our stock to fluctuate substantially. We believe that annual and quarterly comparisons of our financial results are not necessarily meaningful and should not be relied upon as an indication of our future performance.

Raising additional funds through debt or equity financing could be dilutive and may cause the market price of our common stock to decline.

To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest may be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a stockholder. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take certain actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional funds through collaborations, strategic collaborations or partnerships, or marketing, distribution or licensing arrangements with third parties, we may be required to limit valuable rights to our intellectual property, technologies, or future revenue streams, or grant licenses or other rights on terms that are not favorable to us. Furthermore, any additional fundraising efforts may divert our management from their day-to-day activities, which may adversely affect our ability to develop and grow our business.

Sales of a substantial number of shares of our common stock in the public market could cause our stock price to fall.

Sales of a substantial number of shares of our common stock in the public market or the perception that these sales might occur, could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that sales may have on the prevailing market price of our common stock.

In connection with the NextGen Acquisition, stockholders holding 7,898,809 shares of our common stock have entered into an Amended and Restated Stockholders Agreement (the "Stockholders Agreement") restricting the stockholders' ability to transfer shares of our common stock through the earlier of (i) October 19, 2017, or (ii) the date on which the Company receives at least $3,500,000 in proceeds of any equity financing (the "Restricted Period"), subject to certain exceptions. The Stockholders Agreement limits the number of shares of our common stock that may be sold immediately following the NextGen Acquisition. Subject to certain limitations, including sales volume limitations with respect to shares held by our affiliates, substantially all of our outstanding shares prior to the NextGen Acquisition will become eligible for sale upon expiration of the Restricted Period. Sales of stock by these stockholders could have a material adverse effect on the trading price of our common stock.

Future sales and issuances of our common stock or rights to purchase our common stock could result in additional dilution of the percentage ownership of our stockholders and could cause our stock price to fall.

We expect that additional capital will be needed in the future to continue our planned operations, particularly to fund inventory purchases or develop additional software. To the extent we raise additional capital by issuing equity securities, our stockholders may experience substantial dilution. We may sell our common stock, convertible securities or other equity securities in one or more transactions at prices and in a manner we determine from time to time. If we sell our common stock, convertible securities or other equity securities in more than one transaction, investors may be materially diluted by subsequent sales. These sales may also result in material dilution to our existing stockholders, and new investors could gain rights superior to our existing stockholders.

We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock.

We have never declared or paid any cash dividends on our common stock. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Any return to stockholders will therefore be limited to the appreciation of their stock.

We are an "emerging growth company" under the JOBS Act of 2012, and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012 ("JOBS Act"), and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

In addition, Section 107 of the JOBS Act also provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act of 1933, as amended (the "Securities Act") for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We are choosing to take advantage of the extended transition period for complying with new or revised accounting standards. As a result, our financial statements may not be comparable to those of companies that comply with public company effective dates.

We will remain an "emerging growth company" for up to five years, although we will lose that status sooner if our revenue exceeds $1 billion, if we issue more than $1 billion in non-convertible debt in a three-year period, or if the market value of our common stock that is held by non-affiliates exceeds $700 million.

Even if we no longer qualify as an "emerging growth company", we may still be subject to reduced reporting requirements so long as we are considered a "smaller reporting company."

Many of the exemptions available for emerging growth companies are also available to smaller reporting companies like us that have less than $75 million of worldwide common equity held by non-affiliates. So, although we may no longer qualify as an emerging growth company, we may still be subject to reduced reporting requirements.

We may not be able to adequately protect our intellectual property rights or may be accused of infringing intellectual property rights of third parties.

We regard our trademarks, service marks, copyrights, trade dress, trade secrets, proprietary technology, and similar intellectual property as critical to our success, and we rely on trademark, copyright, and patent law, trade secret protection, and confidentiality and/or license agreements with our employees, customers, and others to protect our proprietary rights. Effective intellectual property protection may not be available in every market in which our products and services are made available. We also may not be able to acquire or maintain appropriate domain names in all markets in which we do business. Furthermore, regulations governing domain names may not protect our trademarks and similar proprietary rights. We may be unable to prevent third parties from acquiring domain names that are similar to, infringe upon, or diminish the value of our trademarks and other proprietary rights.

We may not be able to discover or determine the extent of any unauthorized use of our proprietary rights. Third parties that license our proprietary rights also may take actions that diminish the value of our proprietary rights or reputation. The protection of our intellectual property may require the expenditure of significant financial and managerial resources. Moreover, the steps we take to protect our intellectual property may not adequately protect our rights or prevent third parties from infringing or misappropriating our proprietary rights.

We also cannot be certain that others will not independently develop or otherwise acquire equivalent or superior technology or other intellectual property rights.

Other parties also may claim that we infringe their proprietary rights. We may be subject to claims and legal proceedings regarding alleged infringement by us of the intellectual property rights of third parties. Such claims, whether or not meritorious, may result in the expenditure of significant financial and managerial resources, injunctions against us or the payment of damages. We may need to obtain licenses from third parties who allege that we have infringed their rights, but such licenses may not be available on terms acceptable to us or at all. In addition, we may not be able to obtain or utilize on terms that are favorable to us, or at all, licenses or other rights with respect to intellectual property we do not own. These risks have been amplified by the increase in third parties whose sole or primary business is to assert such claims.

Item 1B . Unresolved staff comments .

None.

Item 2. Properties.

We currently maintain an office at 4521 Sharon Road, Suite 370, Charlotte, NC 28211. We currently have no monthly rent, nor do we accrue any expense for monthly rent. We do not believe that we will need to obtain additional office space at any time in the foreseeable future, approximately 12 months, until our business plan is more fully implemented. In the future, we anticipate requiring additional office space and additional personnel; however, it is unknown at this time how much space or how many individuals will be required.

Item 3. Legal Proceedings.

We are not a party to any material legal proceedings.

Item 4. Mine Safety Disclosures.

Not Applicable.

PART II

Item 5. Market For Registrant's Common Equity And Related Stockholder Matters And Small Business Issuer Purchase Of Equity Securities

Market Information

Our common stock is traded in the OTC Markets PK ("OTCPK"), under the symbol "RMBL." We have been eligible to participate in the OTCPK since July 1, 2014 and through December 31, 2016 our common stock has not traded, except for 5,000 shares, which traded on the OTCPK on January 22, 2016 at a price of $0.245 per share.

Holders of Common Stock

As of February 13, 2017, we had approximately 13 stockholders of record of 6,923,809 issued and outstanding shares of Class B Common Stock and two holders of record of 1,000,000 issued and outstanding shares of Class A Common Stock.

Dividends

We have never declared or paid any cash dividends. We currently do not intend to pay cash dividends in the foreseeable future on the shares of common stock. We intend to reinvest any earning in the development and expansion of our business. Any cash dividends in the future to common stockholders will be payable when, as and if declared by our board of directors, based upon the Board's assessment of:

- our financial condition;
- earnings;
- need for funds;
- capital requirements;
- prior claims of preferred stock to the extent issued and outstanding; and
- other factors, including any applicable law.

Therefore, there can be no assurance that any dividends on the common stock will ever be paid.

Item 6. Selected Financial Data.

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

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

We provide under this Item 7, management's discussion and analysis of financial condition and results of operations for (i) RumbleON, Inc. ("RumbleON") for the year ended December 31, 2016, for the month ended December 31, 2015, and for the year ended November 30, 2015 and (ii) NextGen Dealer Solutions, LLC, ("NextGen") which we acquired on February 8, 2017, as described elsewhere in this 2016 Form 10-K as of and for the year ended December 31, 2016 and as of and for the period from December 10, 2015 and ended December 31, 2015. The MD&A for both these entities should be read in conjunction with their respective audited financial statements and accompanying notes beginning on page F-2 and F-16 respectively.

Management's Discussion and Analysis of Financial Condition and Results of Operations for RumbleON

Background and Business Overview

RumbleON, Inc. was originally incorporated in the State of Nevada in October 2013 as a development stage company under the name Smart Server, Inc. Smart Server was formed to engage in the business of designing and developing computer application software for smart phones and tablet computers ("mobile payment application") to provide customers at participating restaurants, bars, and clubs the ability to pay their bill with their smartphone without having to ask for the check. Smart Server ceased its software development activities in 2014 and, having no operations and no or nominal assets, met the definition of a "shell company" under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

In July 2016, Berrard Holdings Limited Partnership ("Berrard Holdings") acquired 99.5% of the common stock of Smart Server from the prior owner of such shares and efforts began on the development of a unique, capital light, and disruptive e-commerce platform facilitating the ability of both consumers and dealers to Buy-Sell-Trade-Finance pre-owned recreation vehicles. It is our goal to have the platform recognized as the most trusted and effective solution for the sale, acquisition, and distribution of recreation vehicles and provide users an efficient, fast, transparent, and engaging experience. Our initial focus is the market for 650cc and larger on road motorcycles, particularly those concentrated in the Harley Davidson brand; we will look to extend to other brands and additional vehicle types and products as the platform matures. In February 2017, the Company's name was changed to RumbleON, Inc.

Serving both consumers and dealers, RumbleON will make such consumers or dealers a cash offer for the purchase of their vehicle or will provide them the flexibility to trade, list, consign, or auction their vehicle through the website and mobile app of RumbleON and our partner dealers. In addition, RumbleON will offer a large inventory of vehicles for sale on its website and will offer financing and associated products. RumbleON operations are designed to be highly scalable by working through an infrastructure and capital light model created by forging a synergistic relationship with dealers. RumbleON will utilize partner dealers in the acquisition of motorcycles as well as to provide inspection, reconditioning and distribution services. Correspondingly, RumbleON will earn fees and transaction income, and partner dealers will earn incremental revenue and enhance profitability through increased sales, leads, and fees from inspection, reconditioning and distribution programs.

RumbleON will be driven by a proprietary technology platform, designed by an experienced development team. RumbleON acquired this platform on February 8, 2017 through its acquisition of NextGen and anticipates the platform will be fully implemented by the RumbleON team in partnership with the developer over the next 60 days. The system provides integrated accounting, appraisal, inventory management, CRM, lead and call center management, equity mining, and other key services necessary to drive the online marketplace. Over the past 16 years, the developers of the software have designed and built, for large multi-national clients, a number of successful dealer and high quality online software applications solutions including applications for vehicle appraisal and inventory management, credit reporting and compliance, CRM and lead management, and a vehicle purchase platform. The product suite currently has modules supporting the motorcycle, RV, marine, and auto segments and is easily expandable for additional products in the future. For additional information see Item 1 Business, "Background and Overview" and Item 8 of Part II, Note 11 "Subsequent Events."

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with generally accepted accounting principles of the United States ("GAAP") requires estimates and assumptions that affect the reported amounts of assets and liabilities, revenue and expenses, and related disclosures of contingent assets and liabilities in the consolidated financial statements and accompanying notes. The Securities and Exchange Commission (the "SEC") has defined a company's critical accounting policies as the ones that are most important to the portrayal of the company's financial condition and results of operations, and which require the company to make its most difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain. Based on this definition, we have identified the critical accounting policies and judgments addressed below. We also have other key accounting policies, which involve the use of estimates, judgments, and assumptions that are significant to understanding our results. For additional information, see Item 8 of Part II, Financial Statements Note 1 "Description of Business and Accounting Policies." Although we believe that our estimates, assumptions, and judgments are reasonable, they are based upon information presently available. Actual results may differ significantly from these estimates under different assumptions, judgments, or conditions.

Purchase Accounting for Business Combinations

The Company will account for acquisitions by allocating the fair value of the consideration transferred to the fair value of the assets acquired and liabilities assumed on the date of the acquisition and any remaining difference will be recorded as goodwill. Adjustments may be made to the preliminary purchase price allocation when facts and circumstances that existed on the date of the acquisition surface during the allocation period subsequent to the preliminary purchase price allocation, not to exceed one year from the date of acquisition. Contingent consideration will be recorded at fair value based on the facts and circumstances on the date of the acquisition and any subsequent changes in the fair value are recorded through earnings each reporting period. Transactions that occur in conjunction with or subsequent to the closing date of the acquisition will be evaluated and accounted for based on the facts and substance of the transactions.

Goodwill

Goodwill will not be amortized but rather tested for impairment at least annually. The Company will test goodwill for impairment annually during the fourth quarter of each year. Goodwill will also be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying amount. Impairment testing for goodwill will be done at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment (also known as a component). A component of an operating segment is a reporting unit if the component constitutes a business for which discrete financial information is available, and segment management regularly reviews the operating results of that component. The Company has concluded that currently it has one reporting unit.

Determining fair value includes the use of significant estimates and assumptions. Management will utilize an income approach, specifically the discounted cash flow technique as a means for estimating fair value. This discounted cash flow analysis requires various assumptions including those about future cash flows, transactional and customer growth rates and discount rates. Expected cash flows will be based on historical customer growth and the growth in transactions, including attrition, future strategic initiatives and continued long-term growth of the business. The discount rates used for the analysis will reflect a weighted average cost of capital based on industry and capital structure adjusted for equity risk and size risk premiums. These estimates can be affected by factors such as customer and transaction growth, pricing, and economic conditions that can be difficult to predict.

Other Intangible Assets

Identifiable intangible assets may include customer relationships, non-compete agreements, trademarks, trade names and internet domain names. The estimated fair value of these intangible assets at the time of acquisition will be based upon various valuation techniques including replacement cost and discounted future cash flow projections. Customer relationships will be amortized on a straight-line basis over the expected average life of the acquired accounts, which will be based upon several factors, including historical longevity of customers and contracts acquired and historical retention rates. Non-compete agreements will be amortized on a straight-line basis over the term of the agreement, which will generally not exceed five years. The Company will review the recoverability of these assets if events or circumstances indicate that the assets may be impaired and will periodically reevaluate the estimated remaining lives of these assets.

Trademarks, trade names and internet domain names are considered to be indefinite lived intangible assets unless specific evidence exists that a shorter life is more appropriate. Indefinite lived intangible assets will be tested, at a minimum, on an annual basis using an income approach or sooner whenever events or changes in circumstances indicate that an asset may be impaired.

Long-Lived Assets

Fixed assets will be reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. Recoverability of assets to be held and used will be measured by a comparison of the carrying amount of an asset to the future net cash flows expected to be generated by the asset. If such assets or asset groups are considered to be impaired, the impairment to be recognized will be measured by the amount by which the carrying amount of the assets or asset groups exceeds the related fair values. The Company will also perform a periodic assessment of the useful lives assigned to the long-lived assets.

Technology and Content

Technology costs for the RumbleON technology platform will be accounted for pursuant to ASC 350, *Intangibles — Goodwill and Other* and will consist principally of development activities including payroll and related expenses for employees and third-party contractors involved in application, content, production, maintenance, operation, and platform development for new and existing products and services, as well as other technology infrastructure expenses. Technology and content costs for design or maintenance of internal-use software and general website development will be expensed as incurred. Costs incurred to develop new website functionality as well as new software products for resale and significant upgrades to existing platforms or modules will be capitalized and amortized over seven years.

Beneficial Conversion Feature

From time to time, the Company may issue convertible notes that may have conversion prices that create an embedded beneficial conversion feature pursuant to the guidelines established by the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC") Topic 470-20, *Debt with Conversion and Other Options* .

The Beneficial Conversion Feature ("BCF") of a convertible security is normally characterized as the convertible portion or feature of certain securities that provide a rate of conversion that is below market value or in-the-money when issued. The Company records a BCF related to the issuance of a convertible security when issued and also records the estimated fair value of any conversion feature issued with those securities. Beneficial conversion features that are contingent upon the occurrence of a future event are recorded when the contingency is resolved.

The BCF of a convertible note is measured by allocating a portion of the note's proceeds to the conversion feature, if applicable, and as a reduction of the carrying amount of the convertible note equal to the intrinsic value of the conversion feature, both of which are credited to additional paid-in-capital. The Company calculates the fair value of the conversion feature embedded in any convertible security using either a) the Black Scholes valuation model, or b) a discount cash flow analysis tested for sensitivity to key Level 3 inputs using the Monte Carlo simulation.

The value of the proceeds received from the convertible security are then allocated between the conversion features and the underlying security on a relative fair value basis. The allocated fair value is recorded in the financial statements as a debt discount from the face amount of the security with a corresponding amount to additional paid in capital. The debt discount is amortized to interest expense over the life of the note using the effective interest method.

Revenue Recognition

We will recognize revenue when all of the following conditions are satisfied: (i) there is persuasive evidence of an arrangement; (ii) the product or service has been provided to the customer; (iii) the amount of the product sale or fees to be paid by the customer is fixed or determinable; and (iv) the collection of our sales proceeds or fees are probable.

Valuation Allowance for Accounts Receivable

We will estimate the allowance for doubtful accounts for accounts receivable by considering a number of factors, including overall credit quality, age of outstanding balances, historical write-off experience and specific account analysis that projects the ultimate collectability of the outstanding balances. Ultimately, actual results could differ from these assumptions.

Income Taxes

The Company follows ASC Topic 740, *Income Taxes* for recording the provision for income taxes. Deferred tax assets and liabilities are computed based upon the difference between the financial statement and income tax basis of assets and liabilities using the enacted marginal tax rate applicable when the related asset or liability is expected to be realized or settled. Deferred income tax expenses or benefits are based on the changes in the asset or liability each period. If available evidence suggests that it is more likely than not that some portion or all of the deferred tax assets will not be realized, a valuation allowance is required to reduce the deferred tax assets to the amount that is more likely than not to be realized. Future changes in such valuation allowance are included in the provision for deferred income taxes in the period of change. Deferred income taxes may arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred taxes are classified as current or non-current, depending on the classification of assets and liabilities to which they relate. Deferred taxes arising from temporary differences that are not related to an asset or liability are classified as current or non-current depending on the periods in which the temporary differences are expected to reverse.

The Company applies a more-likely-than-not recognition threshold for all tax uncertainties. ASC Topic 740 only allows the recognition of those tax benefits that have a greater than fifty percent likelihood of being sustained upon examination by the taxing authorities. As of December 31, 2016, December 31, 2015 and November 30, 2015, the Company reviewed its tax positions and determined there were no outstanding, or retroactive tax positions with less than a 50% likelihood of being sustained upon examination by the taxing authorities, therefore this standard has not had a material effect on the Company.

Stock Based Compensation

We will measure and recognize all stock based compensation at fair value at the date of grant and recognize compensation expense over the service period for awards expected to vest. Determining the fair value of stock based awards at the grant date requires judgment, including estimating the share volatility, the expected term the award will be outstanding, and the amount of the awards that are expected to be forfeited. We will utilize the Black-Scholes option pricing model or other industry accepted valuation model, as necessary, to determine the fair value.

Newly Issued Accounting Pronouncements

No recently adopted or new accounting pronouncements have had, or are expected to have, a material effect on the Company's net loss, financial position or cash flows.

RESULTS OF OPERATIONS

The following table provides our results of operations for the year ended December 31, 2016, for the month ended December 31, 2015, and for the year ended November 30, 2015. As of December 31, 2016, the Company has not generated any revenue. This financial information should be read in conjunction with our audited Financial Statements and Notes thereto.

	December 31, 2016	December 31, 2015	November 30, 2015
Operating expenses:			
General and administrative	$ 57,825	$ -	$ 2,529
Depreciation and amortization	1,900	158	1,900
Impairment of assets	792	-	-
Professional fees	152,876	2,850	37,123
Total operating expenses	$ 213,393	$ 3,008	$ 41,552
Other expense:			
Interest expense - related party	11,698	719	7,257
Total other expense	$ 11,698	$ 719	$ 7,257
Net loss before provision for income taxes	$ 225,091	$ 3,727	$ 48,809

Operating Expenses

Operating expenses increased $168,833 or 379% to $213,393 for the year ended December 31, 2016 as compared to the thirteen-month period ended December 31, 2015. The significant components of this change were increases in general and administrative expenses and professional fees. General and administrative expenses increased $55,296 to $57,825 for the year ended December 31, 2016, as compared to the thirteen-month period ended December 31, 2015. The components of this change were an increase in licenses and permits, insurance and travel expenses associated with developing the RumbleON business model and completing the NextGen Acquisition.

Professional fees consist primarily of legal and accounting fees and costs associated with: (i) financing activities; (ii) general corporate matters; (iii) acquisitions; (iv) the preparation of quarterly and annual financial statements; and (v) the filing of regulatory reports required of the Company for public reporting purposes. Professional fees increased $112,903 or 282% to $152,876 for the year ended December 31, 2016, as compared to the thirteen-month period ended December 31, 2015. This increase was primarily a result of legal, accounting and other professional fees and expenses incurred in connection with the: (i) change of control transaction in August 2016; (ii) private placement of common stock and convertible loan agreement transaction completed in November 2016; (iii) NextGen Acquisition; and (iv) various corporate matters resulting from the discontinuation of the Smart Server business strategy and the adoption of the RumbleON business plan. For additional information, see Item 1 Business "Background Overview", and Note 11 "Subsequent Events" in the Notes to the Consolidated Financial Statements.

Interest expense-related party consist of interest on the convertible note-related party and the note payable-related party. Interest expense-related party increased $3,722 or 47% to $11,698 as a result of higher level debt outstanding for the year ended December 31, 2016, as compared to the thirteen-month period ended December 31, 2015. Included in interest expense is $1,282 of interest related to the beneficial conversion feature on the convertible note payable-related party.

Liquidity and Capital Resources

The following table sets forth a summary of our cash flows for the year ended December 31, 2016, for the month ended December 31, 2015, and for the year ended November 30, 2015:

	December 31, 2016	December 31, 2015	November 30, 2015
Net cash used in operating activities	$ (19,976)	$ (5,850)	$ (32,632)
Net cash used in investing activities	(45,515)	-	-
Net cash provided by financing activities	1,412,358	8,000	28,000
Net increase/(decrease) in cash	$ 1,346,867	$ 2,150	$ (4,632)

Operating Activities

Net cash used in operating activities decreased $18,506 or 48% to $19,976 for the year ended December 31, 2016, as compared to the thirteen-month period ended December 31, 2015. The decrease in net cash used is primarily due to a $172,042 increase in our net loss offset by an increase in net working capital of $208,635. The increase in the net loss for the year ended December 31, 2016 was a result of beginning to incur startup costs and expenses in connection with the development of the RumbleON business plan.

Investing Activities

Net cash used in investing activities increased $45,515 for the year ended December 31, 2016, as compared to the thirteen-month period ended December 31, 2015. The cash used in investment activities was for the purchase of various domain names. There was no cash used in investing activities for the month ended December 31, 2015 and for the year ended November 30, 2015.

Financing Activities

Net cash provided by financing activities increased $1,376,358 to $1,412,358 for the year ended December 31, 2016, compared with net cash provided by financing activities of $36,000 during the thirteen-month period ended December 31, 2015. This increase is primarily a result of the: (i) issuance of a $197,358 convertible note payable to Berrard Holdings Limited Partnership; (iii) issuance of $17,000 in notes payable to E. Venture Resources Inc. and (ii) sale of $1,354,000 of common stock in a private placement. These amounts were offset by a $158,000 repayment of notes payable E. Venture Resources Inc. Cash Requirements and Financing Transactions

As of December 31, 2016, the Company had a total of $1,350,580 in available cash. If we were to not receive any additional funds, we could not continue in business for the next 12 months with our currently available capital. Since inception, we have financed our cash flow requirements through debt and equity financing. As we expand our activities, we may, and most likely will, continue to experience net negative cash flows from operations, pending the Company's ability to generate sustainable cash flow from the implementation of its business strategy and utilization of its e-commerce platform. See Item 1 Business "Background Overview" for a further discussion of the Company's business strategy.

Since the completion of the Company's initial public offering it has funded its business activities through a series of promissory notes with E. Venture Resources, Inc., totaling $158,000. The terms of the promissory notes provide for an interest rate of 6% per annum with all accrued balances due and payable within 24 months of the date of the promissory note. During July 2016, the Company repaid the entire amount of principal and accrued interest to E. Venture Resources, Inc. During July 2016, the Company executed a convertible promissory note with Berrard Holdings Limited Partnership for a total of $197,358. The terms of the promissory notes provide for an interest rate of 6% per annum with all accrued balances due and payable in July 2026. The debt is convertible into shares of common stock at a per share price of $0.75.

On November 28, 2016, RumbleON completed a private placement (the "Private Placement") with certain accredited investors (the "Purchasers"), with respect to the sale of an aggregate of 900,000 shares of common stock of the Company at a purchase price of $1.50 per share for total consideration of $1,350,000. In connection with the Private Placement, the Company also entered into loan agreements with the Purchasers pursuant to which the Purchasers will loan to the Company their pro rata share of up to $1,350,000 in the aggregate upon the request of the Company at any time on or after January 31, 2017 and before November 1, 2020, pursuant to the terms of the convertible promissory note attached to each of the Loan Agreements.

Our cash requirements for the next twelve months are significant and will consist primarily of funds needed for: (i) our day-to-day operations; (ii) capital expenditures associated with computer equipment and software development; and (iii) the purchase of inventory held for sale. However, additional funds may not be available when we need them, on terms that are acceptable to us, or at all. Volatility in the credit markets may also have an adverse effect on our ability to obtain debt financing.

Even though we expect to begin generating revenue, we can make no assurances and therefore we may incur operating losses in the next twelve months. Our limited operating history makes predictions of future operating results difficult to ascertain. Our prospects must be considered in light of the risks, expenses and difficulties frequently encountered by companies in their early stage of development, particularly companies in new and rapidly evolving markets. Such risks for us include, but are not limited to, an evolving business model, advancement of technology and the management of growth. To address these risks, we must, among other things, continue our development of relevant applications, stay abreast of changes in the marketplace, as well as implement and successfully execute our business and marketing strategy. There can be no assurance that we will be successful in addressing such risks, and the failure to do so can have a material adverse effect on our business prospects, financial condition and results of operations.

Management's Discussion and Analysis of Financial Condition and Results of Operations for NextGen

Background and Business Overview

On January 8, 2017, NextGen, Halcyon Consulting, LLC ("Halcyon"), and members of Halcyon signatory thereto ("Halcyon Members" and together with Halcyon, the "Halcyon Parties") entered into an Asset Purchase Agreement with Smart Server, Inc. ("Smart Server"). NextGen and the Halcyon Parties are collectively referred to as the "Seller Parties." The Agreement provides that, upon the terms and subject to the conditions set forth in the Agreement, Smart Server would acquire all of NextGen's assets, properties and rights of whatever kind, tangible and intangible, other than the excluded assets under the terms of the Agreement. Smart Server also would assume liability only for certain post-closing contractual obligations pursuant to the terms of the Agreement, primarily related to operating and maintaining the CyclePro application. Additionally, Smart Server agreed to be responsible for certain payroll costs and operating expenses of NextGen incurred after January 16, 2017 and through the closing of the NextGen Acquisition, and 2) benefit from all revenue earned from January 16, 2017 forward. On February 8, 2017, prior to the closing of the NextGen Acquisition, Smart Server assigned to NextGen Pro, LLC the right to acquire NextGen's assets and liabilities (but not any other rights or obligations under the NextGen Agreement). The transaction closed on February 8, 2017.

NextGen Pro, LLC acquired substantially all of the assets of NextGen in exchange for the payment of approximately $750,000 in cash, the issuance to NextGen of 1,523,809 unregistered shares of common stock of the Company (the "Purchaser Shares"), the issuance of a subordinated secured promissory note by Smart Server in favor of the Company in the amount of $1,333,333 (the "Acquisition Note"), and the assumption by NextGen Pro, LLC of certain specified liabilities of NextGen. The Acquisition Note matures on the third anniversary of the date the Acquisition Note is entered into (the "Maturity Date"). Interest will accrue on the Acquisition Note (i) at a rate of 6.5% annually from the date the Acquisition Note is entered into through the second anniversary of such date and (ii) at a rate of 8.5% annually from the second anniversary of the date the Acquisition Note is entered into through the Maturity Date.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with generally accepted accounting principles of the United States ("GAAP") requires estimates and assumptions that affect the reported amounts of assets and liabilities, revenue and expenses, and related disclosures of contingent assets and liabilities in the consolidated financial statements and accompanying notes. The Securities and Exchange Commission (the "SEC") has defined a company's critical accounting policies as the ones that are most important to the portrayal of the company's financial condition and results of operations, and which require the company to make its most difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain. Based on this definition, we have identified the critical accounting policies and judgments addressed below. We also have other key accounting policies, which involve the use of estimates, judgments, and assumptions that are significant to understanding our results. Although we believe that our estimates, assumptions, and judgments are reasonable, they are based upon information presently available. Actual results may differ significantly from these estimates under different assumptions, judgments, or conditions.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles 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 and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Any adjustments applied to estimated amounts are recognized in the year such adjustments are determined.

Software Capitalization

NextGen capitalizes the costs associated with the development of its software solutions and website pursuant to ASC Topic 350, *Intangibles – Goodwill and Other* . Other costs related to the maintenance of the software are expensed as incurred. Amortization is provided over the estimated useful lives of seven years using the straight-line method for financial statement purposes.

Revenue Recognition

NextGen recognizes revenue when all of the following conditions are satisfied: (1) there is persuasive evidence of an arrangement; (2) the product or service has been provided to the customer; (3) the amount of fees to be paid by the customer is fixed or determinable; and (4) the collection of our fees is probable. Dealers typically pay monthly subscription fees to access some or all modules on an a la carte basis, as well as, in certain cases, implementation or training fees.

Marketing and Advertising Costs

NextGen expenses marketing and advertising costs as incurred.

Newly Issued Accounting Pronouncements

No recently adopted or new accounting pronouncements have had, or are expected to have, a material effect on NextGen's net loss, financial position or cash flows.

RESULTS OF OPERATIONS

The following table provides our results of operations for the year ended December 31, 2016, and for the period from December 10, 2015 (inception) ended on December 31, 2015. This financial information should be read in conjunction with NextGen's audited Consolidated Financial Statements and Notes to the Consolidated Financial Statements included in Item 8.

	For the year ended December 31, 2016	For the period from December 10, 2015 thru December 31, 2015
Revenue:		
Gross revenue	$ 138,141	$ 6,257
Cost and Expenses:		
Cost of goods sold	332,559	17,857
General and administrative expenses	1,586,002	96,608
	1,918,561	114,465
Operating Loss	(1,780,420)	(108,208)
Other Income	644	-
Net Loss	$ (1,779,776)	$ (108,208)

Revenue

Revenue consists of: (i) monthly subscription fees paid by dealers for access to some (a la carte basis) or all modules that the Company offers; and (ii) implementation and training fees. Subscription fees comprised approximately 80% of total revenue for the year ended December 31, 2016, while implementation accounted for the majority of the balance. Revenue increased $131,884 to $138,141 for the year ended December 13, 2016 as compared to 2015 primarily as a result of 2015 containing only 21 days in the period and an increase in new customers during the year ended December 31, 2016.

Cost of Goods Sold

Cost of sales consists of amount paid by NextGen for: (i) various data feeds from third parties; (ii) hosting of the customer facing website; (iii) commissions for new sales; (iii) labor incurred in development activities which include payroll and third-party contractors involved in application, content, production, maintenance, operation, and platform development of internal-use software and general website development; and (iv) implementation and training of

new and existing customers. These costs and expenses are charged to cost of goods sold as incurred. For the year ended December 31, 2016 training costs and hosting costs represented approximately 62% and 10%, respectively of Cost of goods sold, with the cost of data feeds from information providers or integrated software vendors representing the balance of costs.

General and administrative

General and administrative for the year ended December 31, 2016 consisted of the following:

	December 31, 2016	%	December 31, 2015	%
Payroll	$ 548,299	35 %	$ 24,000	25 %
Technology costs	384,442	24 %	6,495	7 %
Depreciation and amortization	253,468	16 %	9,369	10 %
Marketing	100,035	6 %	-	0 %
Rent	87,305	6 %	4,314	4 %
Other	212,453	13 %	524,430	54 %
	$ 1,586,002	100 %	$ 96,608	100 %

Technology expenditures include those costs that are not capitalized pursuant to ASC 350, *Intangibles — Goodwill and Other* **.** Depreciation and amortization is primarily comprised of the amortization on capitalized software and website. Marketing includes the monthly fees and sales commissions earned by the Company's Marketing Partner under a Marketing Services Agreement. For additional information, see Note 3 "Related Party Transactions" in the Notes to the Consolidated Financial Statements for NextGen.

Liquidity and Capital Resources

The following table summarizes cash flows from operations for the years ended December 31, 2016 and 2015:

	For the year ended December 31, 2016	For the period from December 10, 2015 through December 31, 2015
Net cash used in operating activities	$ (1,111,190)	$ -
Net cash used in investing activities	(341,919)	-
Net cash provided by financing activities	-	1,500,000
Net increase/(decrease) in cash	$ (1,453,109)	$ 1,500,000

Operating Activities

Net cash used in operating activities increased to $1,111,190 for the year ended December 31, 2016, as compared to the same period in 2015. The increase in net cash used is primarily due to a $1,671,568 increase in our net loss, offset by an increase in net working capital of $408,860. The increase in the net loss for the year ended December 31, 2016 was a result of continuing to incur startup cost and expenses in connection with the development of the NextGen business plan.

Investing Activities

Net cash used in investing activities increased $341,919 for the year ended December 31, 2016, as compared to the same period of 2015. The cash used in investment activities was for the capitalized costs and expenses associated with the development of the Company's software solutions and website in accordance with ASC Topic 350, *Intangibles — Goodwill and Other* . There was no cash used in investing activities for the period ended December 31, 2015.

Financing Activities

There was no net cash provided by financing activities for the year ended December 31, 2016. The Company financially sustained its activities for the year ended December 31, 2016 from the initial contribution of $1,500,000 from an investor in December, 2015

Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements and involves risks and uncertainties that could materially affect expected results of operations, liquidity, cash flows, and business prospects. These statements include, among other things, statements that:

- We have no operating history and we cannot assure you the Company will achieve or maintain profitability;
- The initial development and growth of our business over the first 24 months of operations, and such growth may not be indicative of our future growth and, if we continue to grow rapidly, we may not be able to manage our growth effectively;
- We may require additional capital to pursue our business objectives and respond to business opportunities, challenges or unforeseen circumstances. If 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;
- If key industry participants, including recreation vehicle dealers and recreation vehicle manufacturers, perceive us in a negative light or our relationships with them suffer harm, our ability to operate and grow our business and our financial performance may be damaged;
- We may be unable to maintain or grow relationships with information data providers or may experience interruptions in the data feeds they provide, which may limit the information that we are able to provide to our users and dealers as well as adversely affect the timeliness of such information and may impair our ability to attract or retain consumers and our dealers and to timely invoice all parties;
- If we suffer a significant interruption in our ability to gain access to third-party data, our business and operating results will suffer;
- The success of our business relies heavily on our marketing and branding efforts, especially with respect to the RumbleON website and our branded mobile applications, and these efforts may not be successful;
- The failure to develop and maintain our brand could harm our ability to grow unique visitor traffic and to expand our dealer network;
- We will rely on Internet search engines to drive traffic to our website, and if we fail to appear prominently in the search results, our traffic would decline and our business would be adversely affected;
- A significant disruption in service on our website or of our mobile applications could damage our reputation and result in a loss of consumers, which could harm our business, brand, operating results, and financial condition;
- If we are unable to provide a compelling recreation vehicle buying experience to our users, the number of transactions between our users, RumbleON and dealers will decline and our revenue and results of operations will suffer harm;
- The growth of our business relies significantly on our ability to increase the number of dealers in our network such that we are able to increase the number of transactions between our users and dealers. Failure to do so would limit our growth;
- Our ability to grow our complementary product offerings may be limited, which could negatively impact our development, growth, revenue and financial performance;
- We will be relying on third-party financing providers to finance a significant portion of our customers' vehicle purchases;
- Retail sales of recreational vehicles by the Company may be adversely impacted by increased supply of and/or declining prices for used recreational vehicles and excess supply of new recreational vehicles;
- We rely on a number of third parties to perform certain operating and administrative functions for the Company;
- We participate in a highly competitive market, and pressure from existing and new companies may adversely affect our business and operating results;
- Seasonality or weather trends may cause fluctuations in our unique visitors, revenue and operating results;
- We collect, process, store, share, disclose and use personal information and other data, and our actual or perceived failure to protect such information and data could damage our reputation and brand and harm our business and operating results;
- Failure to adequately protect our intellectual property could harm our business and operating results;
- We may in the future be subject to intellectual property disputes, which are costly to defend and could harm our business and operating results;
- We depend on key personnel to operate our business, and if we are unable to retain, attract and integrate qualified personnel, our ability to develop and successfully grow our business could be harmed;
- We may acquire other companies or technologies, which could divert our management's attention, result in additional dilution to our stockholders and otherwise disrupt our operations and harm our operating results;

- We may not be able to protect our proprietary technology;
- There has been a limited public market for our common stock, and we do not know if one will develop that will provide you with adequate liquidity. The trading price for our common stock may be volatile and could be subject to wide fluctuations;
- Our principal stockholders and management own a significant percentage of our stock and an even greater percentage of the Company's voting power and will be able to exert significant control over matters subject to stockholder approval;
- The pro forma financial statements were presented for illustrative purposes only and may not be an indication of our financial condition or results of operations following the NextGen Acquisition;
- Because our common stock is deemed a low-priced "penny" stock, an investment in our common stock should be considered high risk and subject to marketability restrictions;
- Our internal controls may be inadequate which could cause our financial reporting to be unreliable and lead to misinformation being disseminated to the public;
- If securities or industry analysts do not publish research or reports about our business, or if they issue an adverse or misleading opinion regarding our stock, our stock price and trading volume could decline;
- Our annual and quarterly operating results may fluctuate significantly or may fall below the expectations of investors or securities analysts, each of which may cause our stock price to fluctuate or decline;
- Raising additional funds through debt or equity financing could be dilutive and may cause the market price of our common stock to decline;
- Sales of a substantial number of shares of our common stock in the public market could cause our stock price to fall;
- Future sales and issuances of our common stock or rights to purchase our common stock could result in additional dilution of the percentage ownership of our stockholders and could cause our stock price to fall;
- We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock;
- We are an "emerging growth company" under the JOBS Act of 2012, and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors;
- Even if we no longer qualify as an "emerging growth company", we may still be subject to reduced reporting requirements so long as we are considered a "smaller reporting company";
- We may not be able to adequately protect our intellectual property rights or may be accused of infringing intellectual property rights of third parties;
- Our auditor’s report reflects the fact that the ability of the Company to continue as a going concern is dependent upon its ability to raise additional capital from the sale of common stock and, ultimately the achievement of significant operating revenue. If we are unable to continue as a going concern, you will lose your investment;
- other risks and uncertainties detailed in this report;

as well as other statements regarding our future operations, financial condition and prospects, and business strategies. Forward-looking statements may appear throughout this report, including without limitation, the following sections: Item 1 "Business," Item 1A "Risk Factors," and Item 7. "Management’s Discussion and Analysis of Financial Condition and Results of Operations." 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. These forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties, which 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, but are not limited to, those discussed in this Annual Report on Form 10-K, and in particular, the risks discussed under the caption "Risk Factors" in Item 1A and those discussed in other documents we file with the Securities and Exchange Commission (SEC). We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements, except as required by law. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

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

Item 8. Financial Statements and Supplementary Data.

See Index to Financial Statements and Financial Statement Schedules beginning on page F-1 of this Form 10-K.

Item 9. Changes In and Disagreements with Accountants on Accounting and Financial Disclosure.

On December 16, 2016, the Board approved the dismissal of Seale and Beers, CPAs (“Seale and Beers”) as the Company’s independent registered public accounting firm, effective December 16, 2016.

Seale and Beers audited the Company’s financial statements for the years ended November 30, 2015 and November 30, 2014. Seale and Beers’ reports on the Company’s financial statements for the years ended November 30, 2015 and November 30, 2014 did not contain any adverse opinion or disclaimer of opinion, nor were the reports qualified or modified as to uncertainty, audit scope or accounting principles. However, the Seale and Beers’ reports on the Company’s financial statements for the years ended November 30, 2015 and November 30, 2014 each contained an explanatory paragraph noting there was substantial doubt as to the Company’s ability to continue as a going concern.

In connection with Seale and Beers' audit of the Company’s financial statements for the fiscal years ended November 30, 2015 and November 30, 2014 and through the subsequent interim period ended December 16, 2016, the Company has had no disagreement with Seale and Beers on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreement, if not resolved to the satisfaction of Seale and Beers, would have caused Seale and Beers to make a reference to the subject matter of the disagreements in connection with its reports on the financial statements for the fiscal year ended November 30, 2015 and November 30, 2014.

The Company provided Seale and Beers a copy of the disclosures it is making in this report and requested that Seale and Beers furnish a letter addressed to the SEC stating whether it agrees with the statements made by the Company in this report and, if not, stating the respects in which it does not agree. A copy of such letter is attached as Exhibit 16.1 to this report.

On December 20, 2016, the Board also approved the engagement of Scharf Pera & Co., PLLC ("Scharf Pera") as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2016. The engagement of Scharf Pera was effective December 20, 2016. During the fiscal years ended November 30, 2014 and November 30, 2015, and the subsequent interim period through December 20, 2016, neither the Company nor anyone on its behalf consulted with Scharf Pera regarding either (i) the application of accounting principles to a specific completed or proposed transaction or the type of audit opinion that might be rendered on the Company's financial statements, and Scharf Pera did not provide written reports or oral advice that was an important factor considered by the Company in reaching a decision as to any accounting, auditing or financial reporting issue during such periods or (ii) any matter that was either the subject of a disagreement (as defined in Item 304(a)(i)(iv) of Regulation S-K and related instructions to such item) or a reportable event (as described in Item 304(a)(i)(v) of Regulation S-K).

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our Principal Executive Officer and Principal Financial Officer, Marshall Chesrown and Steven R. Berrard, have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this Report. Based on their evaluation, Messrs. Chesrown and Berrard concluded that our disclosure controls and procedures are designed at a reasonable assurance level and are effective to provide reasonable assurance that information we are required to disclose in the reports that we file or submit 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 principal financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control, as is defined in the Exchange Act. These internal controls are designed to provide reasonable assurance that the reported financial information is presented fairly, that disclosures are adequate and that the judgments inherent in the preparation of financial statements are reasonable. There are inherent limitations in the effectiveness of any system of internal controls, including the possibility of human error and overriding of controls. Consequently, an effective internal control system can only provide reasonable, not absolute, assurance with respect to reporting financial information.

Our internal control over financial reporting includes policies and procedures that: (i) pertain to maintaining records that in reasonable detail accurately and fairly reflect our transactions; (ii) provide reasonable assurance that transactions are recorded as necessary for preparation of our financial statements in accordance with generally accepted accounting principles and the receipts and expenditures of company assets are made and in accordance with our management and directors authorization; and (iii) provide reasonable assurance regarding the prevention or timely detection of unauthorized acquisition, use or disposition of assets that could have a material effect on our financial statements.

Management has undertaken an assessment of the effectiveness of our internal control over financial reporting based on the framework and criteria established in the Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based upon this evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2016.

This annual report does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by our registered public accounting firm pursuant to the temporary rules of the Securities and Exchange Commission that permit the company to provide only the management's report in this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during our most recent fiscal quarter that have materially affected, or reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

As described elsewhere in this Form 10-K, on February 8, 2017, the Closing Date, RumbleON completed its previously announced acquisition of substantially all of the assets of NextGen in exchange for $750,000 in cash, the Purchaser Shares and the Acquisition Note.

Before the NextGen Acquisition, we were a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, or the Exchange Act). As a result of the NextGen Acquisition, we have ceased to be a "shell company." The information contained in this Item 9B, together with other information contained in this Annual Report on Form 10-K for the year ended December 31, 2016 constitute the current "Form 10 information" necessary to satisfy the conditions contained in Rule 144(i)(2) under the Securities Act of 1933, as amended, and Item 2.01(f) of Form 8-K.

This Item 9B contains summaries of the material terms of various agreements executed in connection with the NextGen Acquisition described herein. The summaries of these agreements are subject to, and are qualified in their entirety by, reference to these agreements, which are filed as exhibits to this Form 10-K and are incorporated in this Form 10-K by reference.

This Item 9B and other portions of this Form 10-K also respond to the following Items in Form 8-K:

Item 1.01.	Entry into a Material Definitive Agreement.
Item 2.01.	Completion of Acquisition or Disposition of Assets.
Item 2.03.	Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.
Item 3.02.	Unregistered Sales of Equity Securities.
Item 5.02.	Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.
Item 5.06.	Change in Shell Company Status.
Item 9.01.	Financial Statements and Exhibits.

Agreements Related to the NextGen Acquisition

Stockholders' Agreement

In connection with the NextGen Acquisition, the Company, Berrard Holdings Limited Partnership ("Berrard Holdings"), Steven R. Berrard, (with Berrard Holdings, the "Berrard Holders"), Marshall Chesrown, the Seller Parties, and other stockholders of the Company who are parties to the prior Stockholders' Agreement dated October 24, 2016 (together with Mr. Chesrown and the Berrard Holders, the "Stockholders") entered into an Amended and Restated Stockholders' Agreement, dated as of the Closing Date (the "Stockholders' Agreement"), whereby the parties agreed to take all necessary actions to (i) set the size of the board of directors of the Company at six (6) members, (ii) elect to the board of directors of the Company three (3) directors designated by Mr. Chesrown, until the date when Mr. Chesrown's equity holdings in the Company fall below the Minimum Threshold (as defined in the Stockholders' Agreement), and (iii) elect to the board of directors of the Company one (1) director designated by Mr. Berrard, until the date when Mr. Berrard's equity holdings in the Company fall below the Minimum Threshold.

The Stockholders' Agreement restricts the stockholders' ability to transfer shares of our common stock through the earlier of (i) October 19, 2017, or (ii) the date on which the Company receives at least $3,500,000 in proceeds of any equity financing (the "Restricted Period"), subject to certain exceptions. The Stockholders' Agreement limits the number of shares of our common stock that may be sold immediately following the NextGen Acquisition. Subject to certain limitations, including sales volume limitations with respect to shares held by our affiliates, substantially all of our outstanding shares prior to the NextGen Acquisition will become eligible for sale upon expiration of the Restricted Period.

The Stockholders' Agreement grants certain major stockholders of the Company the right to require the other stockholders signatory to the Stockholders' Agreement to participate in any transaction that constitutes a sale of the Company's business (whether via merger, asset sale, tender offer or otherwise). The exercise of the right is subject to certain customary conditions, limitations and procedural requirements and, in some circumstances, is conditioned on a prior approval of the transaction by the Company's Board of Directors. Where the sale of the Company's business is accomplished through a direct sale of securities representing more than 50% of the issued and outstanding common stock of the Company, certain major stockholder have an obligation to exercise the drag-along rights described in this paragraph. The drag-along rights, including the obligation to exercise such rights in certain circumstances, expire on December 31, 2018.

The Stockholders' Agreement requires each stockholder signatory thereto (other than Steven Berrard, Berrard Holdings Limited Partnership and Marshall Chesrown) to make an offer to sell their shares of stock in the Company to the Company, Steven Berrard, Berrard Holdings Limited Partnership and Marshall Chesrown prior to seeking to transfer such shares to any other person. In addition, Steven Berrard and Berrard Holdings Limited Partnership on the one hand and Marshall Chesrown on the other hand have agreed that each would grant the other party the right to purchase its shares of the Company's stock before transferring such shares to any other person. The rights described in this paragraph are subject to certain customary conditions, limitations and procedural requirements and terminate on the earlier of June 30, 2018 and the date on which certain stockholders elect to terminate such rights by written notice to the other stockholders signatory hereto. The Stockholders' Agreement also contains certain procedural and information rights related to the election of directors.

This description of the Stockholders' Agreement is qualified in its entirety by reference to the Stockholders' Agreement, a copy of which is filed as Exhibit 10.1 to this 2016 Form 10-K and is incorporated into this report by reference.

Registration Rights Agreement

In connection with the NextGen Acquisition, the Company entered into a Registration Rights Agreement (the "Registration Rights Agreement"), with certain of the Seller Parties, as Company stockholders, pursuant to which the Company will register the Purchaser Shares for resale. Under the terms of the Registration Rights Agreement, the Company will be required to file a registration statement on an appropriate form covering the resale of the Purchaser Shares no later than June 30, 2017.

This description of the Registration Rights Agreement is qualified in its entirety by reference to the Registration Rights Agreement, a copy of which is filed as Exhibit 10.2 to this 2016 Form 10-K and is incorporated into this report by reference.

Consulting Agreement

In connection with the NextGen Acquisition, the Company entered into a Consulting Agreement with Kartik Kakarala, who formerly served as the Chief Executive Officer of NextGen and now serves as a director of the Company (the "Consulting Agreement"). Pursuant to the Consulting Agreement, Mr. Kakarala will serve as a consultant to the Company. The Consulting Agreement may be cancelled by either party, effective upon delivery of a written notice to the other party. Mr. Kakarala's compensation pursuant to the Consulting Agreement will be $5,000 per month.

This description of the Consulting Agreement into this report is qualified by reference to the Consulting Agreement, a copy of which is filed with this report as Exhibit 10.3 to this 2016 Form 10-K and is incorporated into this report by reference.

Services Agreement

In connection with the NextGen Acquisition, the Company entered into a Services Agreement with Halcyon to provide development and support services to the Company (the "Services Agreement"). Pursuant to the Services Agreement, the Company will pay Halcyon hourly fees for specific services, set forth in the Services Agreement, and such fees may increase on an annual basis, provided that the rates may not be higher than 110% of the immediately preceding year's rates. The Company will reimburse Halcyon for any reasonable travel and pre-approved out-of-pocket expenses in connection with its services to the Company.

The Services Agreement has a term of 24 months from the Closing Date (the "Initial Term"), and automatically renews thereafter for additional, consecutive 12-month renewal periods unless either party provides the other party notice of non-renewal at least 90 days prior to expiration of the then-current term. Either party may terminate the Services Agreement immediately (i) upon written notice if the other party materially breaches any of its obligations and fails to cure such breach within 30 days of notice thereof or (ii) if the other party makes a general assignment for the benefit of creditors, is subject of a petition for bankruptcy, has a receiver appointed or is otherwise declared insolvent or if the Company is liquidated. The Company may terminate the Services Agreement immediately by written notice to Halcyon if Halcyon violates any applicable law in the performance of its services to the Company. Additionally, the Company and Halcyon may mutually agree in writing to terminate the Services Agreement at any time. The Company or Halcyon may terminate the Services Agreement or any services thereunder at any time after the Initial Term upon 90 days' prior written notice to the other.

This description of the Services Agreement into this report is qualified by reference to the Services Agreement, a copy of which is filed with this report as Exhibit 10.4 and is incorporated into this report by reference.

Data Agreement

Additionally, and in connection with the NextGen Acquisition, as described above, the Company and Cycle Express, LLC ("Cycle Express"), entered into a Data Confidentiality Agreement, dated February 8, 2017 (the “Data Agreement”). Among other things, the Data Agreement allows Cycle Express to provide to the Company certain non-public confidential auction data ("Confidential Information"), including an agreed upon number of NPA Value Guide API look-ups per year, for the agreed upon monthly fee to be used for (i) trade-in appraisals and inventory valuation in the Company's product known as “CyclePro” or (ii) the Company's products that aggregate Confidential Information with other proprietary data available to the Company and deliver the aggregated data or analysis derived therefrom to the Company's customers without attribution of individual sources of data. Other than usual and customary exceptions, the parties agreed that all Confidential Information provided to the Company would remain confidential and would not be used by the Company for any purpose other than the purposes described above. The Data Agreement has a term of 1 year unless earlier terminated by Cycle Express pursuant to the terms of that agreement.

The above description of the Data Agreement is qualified in its entirety by reference to the Data Agreement, a copy of which is attached hereto as Exhibit 10.5 to this Form 10-K and is incorporated into this report by reference.

Accounting Treatment

The NextGen Acquisition will be accounted for by us an asset acquisition rather than a reverse recapitalization. The Company considered a number of factors in reaching this conclusion, including:

- the Company's efforts before the acquisition to developing the technology and business acquired;
- the Company's assessment that we did not intend to pursue NextGen’s business model exclusively but rather that the NextGen Acquisition would accelerate our efforts to build our business;
- the Company's assumption of operating control of NextGen and, that current Board and executive officers of the Company will continue as management of the combined company;
- the Purchaser Shares paid as part of the consideration to the Seller Parties represent only 19.2% of the total shares of common stock issued and outstanding after the transaction; and
- voting control over shareholder matters remains with Marshall Chesrown and Steven R. Berrard (the “Controlling Shareholders”), both of whom are members of our Board of Directors and executive officers of the Company and who in aggregate control approximately 80.2% of the outstanding voting power of the Company as of February 13, 2017.

Change in Shell Company Status

Before the NextGen Acquisition, which is described in Part I, Item 1 of this report, we were a “shell company”. As a result of the NextGen Acquisition, we have ceased to be a “shell company.” The information contained in this Form 10-K constitutes the current “Form 10 information” necessary to satisfy the conditions contained in Rule 144(i)(2) under the Securities Act.

Appointment of Principal Accounting Officer and Director

Effective as of the Effective Date, the Company's Board of Directors appointed Steven Berrard, the Company's Chief Financial Officer, Secretary and a director, as principal accounting officer of the Company, and Kartik Kakarala as a director of the Company.

Sales of Unregistered Securities

Since January 1, 2017, the Company has issued the following unregistered securities:

(1) On the Closing Date, the Company issued 1,523,809 unregistered shares of Common Stock to NextGen; and

(2) On the Effective Date, the Company issued to (i) Mr. Chesrown 875,000 unregistered shares of Class A Common Stock in exchange for an equal number of shares of Class B Common Stock held by Mr. Chesrown, and (ii) Mr. Berrard 125,000 shares of Class A Common Stock in exchange for an equal number of shares of Class B Common Stock held by Mr. Berrard.

Neither of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering. We believe the offer, sale and issuance of the shares in Item (1) above was exempt from registration under the Securities Act by virtue of Section 4(a)(2) of the Securities Act and Regulation D thereunder as an issuance of securities not involving a public offering, and in Item (2) above by virtue of Section 3(a)(9) of the Securities Act as a security exchanged by an issuer with existing security holders where no commission or other remuneration is paid or given directly or indirectly for soliciting such exchange.

Description of Our Securities

General

The following is a summary of the rights of our Common Stock and preferred stock and of certain provisions of our Articles of Incorporation and Bylaws in effect upon the completion of the NextGen Acquisition. For more detailed information, please see our Articles of Incorporation and Bylaws, which are filed as exhibits to this Form 10-K.

Common Stock

Our Articles of Incorporation authorizes the issuance of 100,000,000 shares of common stock, $0.001 par value per share (the "Common Stock"), of which 1,000,000 shares are designated as Class A Common Stock (the "Class A Common Stock") and all other shares of Common Stock are designated as Class B Common Stock (the "Class B Common Stock"). The Class A Common Stock ranks pari passu with all of the rights and privileges of the Class B Common Stock, except that holders of the Class A Common Stock are entitled to ten votes per share of Class A Common Stock issued and outstanding. The Class B Common Stock will be identical to the Class A Common Stock in all respects, except that holders of the Class B Common Stock will be entitled to one vote per share of Class B Common Stock issued and outstanding. Our Class B Common Stock is registered pursuant to Section 12(g) of the Securities Act. As of February 13, 2017, 1,000,000 shares of Class A Common Stock and 6,923,809 shares of Class B Common Stock were issued and outstanding.

Holders of shares of Common Stock are entitled to share ratably in dividends, if any, as may be declared, from time to time by the Board of Directors in its discretion, from funds legally available to be distributed. In the event of a liquidation, dissolution or winding up of the Company, the holders of shares of Common Stock are entitled to share pro rata all assets remaining after payment in full of all liabilities and the prior payment to the preferred stockholders if any. Holders of Common Stock have no preemptive rights to purchase our Common Stock. There are no conversion rights or redemption or sinking fund provisions with respect to the Common Stock.

Preferred Stock

Our Articles of Incorporation authorize the issuance of 10,000,000 shares of preferred stock, $0.001 par value per share, of which no shares were outstanding as of the date of this Report. The preferred stock may be issued from time to time by the Board of Directors as shares of one or more classes or series without further action or vote by the stockholders.

One of the effects of undesignated preferred stock may be to enable the Board of Directors to render more difficult or to discourage an attempt to obtain control of us by means of a tender offer, proxy contest, merger or otherwise, and thereby to protect the continuity of our management. The issuance of shares of preferred stock pursuant to the Board of Director's authority described above may adversely affect the rights of holders of common stock.

Registration Rights

In connection with the NextGen Acquisition, the Company entered into a Registration Rights Agreement (the "Registration Rights Agreement"), with certain of the Seller Parties, as Company stockholders, pursuant to which the Company will register the Purchaser Shares for resale. Under the terms of the Registration Rights Agreement, the Company will be required to file a registration statement on an appropriate form covering the resale of the Purchaser Shares no later than June 30, 2017.

This description of the Registration Rights Agreement is qualified in its entirety by reference to the Registration Rights Agreement, a copy of which is filed as Exhibit 10.2 to this report and is incorporated into this report by reference.

Nevada Laws

The Nevada Business Corporation Law contains a provision governing "Acquisition of Controlling Interest." This law provides generally that any person or entity that acquires 20% or more of the outstanding voting shares of a publicly-held Nevada corporation in the secondary public or private market may be denied voting rights with respect to the acquired shares, unless a majority of the disinterested stockholders of the corporation elects to restore such voting rights in whole or in part. The control share acquisition act provides that a person or entity acquires "control shares" whenever it acquires shares that, but for the operation of the control share acquisition act, would bring its voting power within any of the following three ranges:

- 20 to 33%
- 33% to 50%
- more than 50%.

A "control share acquisition" is generally defined as the direct or indirect acquisition of either ownership or voting power associated with issued and outstanding control shares. The stockholders or board of directors of a corporation may elect to exempt the stock of the corporation from the provisions of the control share acquisition act through adoption of a provision to that effect in the articles of incorporation or bylaws of the corporation. Our Articles of Incorporation and Bylaws do exempt our Common Stock from the control share acquisition act.

Transfer Agent and Registrar

The transfer agent and registrar for our Common Stock is West Coast Stock Transfer, Inc., 721 N. Vulcan Ave., Suite 205, Encinitas, CA 92024 .

Indemnification of Directors and Officers

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

No director of the Company will have personal liability to us or any of our stockholders for monetary damages for breach of fiduciary duty as a director involving any act or omission of any such director since provisions have been made in our Articles of Incorporation limiting such liability. The foregoing provisions shall not eliminate or limit the liability of a director for:

- any breach of the director's duty of loyalty to us or our stockholders;
- acts or omissions not in good faith or, which involve intentional misconduct or a knowing violation of law;
- under applicable Sections of the Nevada Revised Statutes;
- the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes; or
- for any transaction from which the director derived an improper personal benefit.

The Bylaws provide for indemnification of our directors, officers, and employees in most cases for any liability suffered by them or arising out of their activities as directors, officers, and employees if they were not engaged in willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being for our best interests. The Bylaws, therefore, limit the liability of directors to the maximum extent permitted by Nevada law (Section 78.751).

Our officers and directors are accountable to us as fiduciaries, which means, they are required to exercise good faith and fairness in all dealings affecting the Company. In the event that a stockholder believes the officers and/or directors have violated their fiduciary duties, the stockholder may, subject to applicable rules of civil procedure, be able to bring a class action or derivative suit to enforce the stockholder's rights, including rights under certain federal and state securities laws and regulations to recover damages from and require an accounting by management. Stockholders, who have suffered losses in connection with the purchase or sale of their interest in the Company in connection with such sale or purchase, including the misapplication by any such officer or director of the proceeds from the sale of these securities, may be able to recover such losses from us.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

Directors and Executive Officers

Below are the names of and certain information regarding our current executive officers and directors:

Name	Age	Position
Marshall Chesrown	59	Chief Executive Officer and Chairman
Steven R. Berrard	62	Chief Financial Officer, Secretary and Director
Denmar Dixon	54	Director
Kartik Kakarala	39	Director
Mitch Pierce	59	Director
Kevin Westfall	61	Director

Marshall Chesrown has served as our Chief Executive Officer and Chairman since October 24, 2016. Mr. Chesrown has over 35 years of leadership experience in the automotive retail sector. From December 2014 to September 2016, Mr. Chesrown served as Chief Operating Officer and as a director of Vroom.com, an online direct car retailer. Mr. Chesrown served as Chief Operating Officer of AutoAmerica, an automotive retail company, from May 2013 to November 2014. Previously, Mr. Chesrown served as the President of Chesrown Automotive Group from January 1985 to May 2013, which was acquired by AutoNation, Inc. ("AutoNation"), a leading automotive retail company, in 1997. Mr. Chesrown served as Senior Vice President of Retail Operations for AutoNation from 1997 to 1999. From 1999 to 2013, Mr. Chesrown served as the Chairman and Chief Executive Officer of Blackrock Development, a real estate development company widely known for development of the nationally recognized Golf Club at Black Rock.

We believe that Mr. Chesrown possesses specific attributes that qualify him to serve as a member of our board of directors, including his extensive experience in the automotive retail sector.

Steven R. Berrard has served as our Chief Financial Officer since January 9, 2017 and served as Interim Chief Financial Officer from July 13, 2016 through January 9, 2017 and as Chief Executive Officer from July 13, 2016 through October 24, 2016. Mr. Berrard has also served as Secretary and a director of the Company since July 13, 2016. Mr. Berrard has served as a director of Walter Investment Management Corp. ("Walter Investment") since March 2010. He has served, and continues to serve, on the Compensation and Human Resources Committee of Walter Investment since March 2010, and he served on the Audit Committee of Walter Investment from May 2010 until February 2013. He currently also serves on the Nominating and Corporate Governance Committee and the Finance Committee of Walter Investment. Mr. Berrard served on the Board of Directors of Swisher Hygiene Inc., a publicly traded industry leader in hygiene solutions and products, from 2004 until May 2014. Mr. Berrard is the Managing Partner of New River Capital Partners, a private equity fund he co-founded in 1997. Mr. Berrard was the co-founder and Co-Chief Executive Officer of AutoNation, Inc. ("AutoNation"), a leading automotive retail company, from 1996 to 1999. Prior to joining AutoNation, Mr. Berrard served as President and Chief Executive Officer of the Blockbuster Entertainment Group, at the time the world's largest video store operator. Mr. Berrard served as President of Huizenga Holdings, Inc., a real estate management and development company, and served in various positions with subsidiaries of Huizenga Holdings, Inc. from 1981 to 1987. Mr. Berrard was employed by Coopers & Lybrand (now PricewaterhouseCoopers LLP ("PwC")) from 1976 to 1981. Mr. Berrard currently serves on the Board of Directors of Pivotal Fitness, Inc., a chain of fitness centers operating in a number of markets in the United States. Mr. Berrard earned his B.S. in Accounting from Florida Atlantic University.

We believe that Mr. Berrard's management experience and financial expertise is beneficial in guiding the Company's strategic direction. He has served in senior management and/or on the Board of Directors of several prominent, publicly traded companies. In several instances, he has led significant growth of the businesses he has managed. In addition, Mr. Berrard has served as the Chairman of the audit committee of several boards of directors.

Denmar Dixon has served on our board of directors since January 9, 2017. Mr. Dixon has served as a director of Walter Investment since April 2009 (and its predecessor since December 2008). Effective October 2015, Mr. Dixon was promoted to the positions of Chief Executive Officer and President of Walter Investment. Mr. Dixon has also served as Vice Chairman of the Board of Directors and Executive Vice President of Walter Investment since January 2010 and Chief Investment Officer of Walter Investment since August 2013. Prior to becoming an executive officer of Walter Investment, he also had served as a member of Walter Investment's Board of Directors' Audit Committee and Nominating and Corporate Governance Committee and as Chairman of the Compensation and Human Resources Committee (Mr. Dixon resigned from each of these committee positions immediately prior to his appointment as the Vice Chairman of the Board of Directors and Executive Vice President of the Company). Prior to serving on the Board of Directors of Walter Investment, Mr. Dixon was elected to the Board of Managers of JWH Holding Company, LLC ("JWHHC"), a wholly-owned subsidiary of Walter Industries, Inc., in anticipation of the spin-off of Walter Investment Management, LLC ("WIM") from Walter Industries, Inc. (now known as Walter Energy, Inc.). In 2008, Mr. Dixon founded Blue Flame Capital, LLC, a consulting, financial advisory and investment firm. Prior to forming Blue Flame Capital, LLC, Mr. Dixon spent 23 years with Banc of America Securities, LLC ("Banc of America") and its predecessors. At the time of his retirement, Mr. Dixon was a Managing Director in the Corporate and Investment Banking group and held the position of Global Head of the Basic Industries group.

We believe that Mr. Dixon possesses specific attributes that qualify him to serve as a member of our board of directors, including his extensive business development, mergers and acquisitions and capital markets/investment banking experience within the financial services industry. As a director, he provides significant input into, and is actively involved in, leading the Company's business activities and strategic planning efforts. Mr. Dixon has significant experience in the general industrial, consumer and business services industries.

Kartik Kakarala was appointed to our board of directors immediately following the completion of the NextGen Acquisition in February 2017. Mr. Kakarala is the Chief Executive Officer of Halcyon Technologies, a global software solutions company with over 280 employees worldwide. He is responsible for sales, business development and innovation, as well as the creation of technology assets. He has been responsible for the growth of a number of strategic, horizontal competencies, and vertical business units like automotive, utilities, finance and healthcare practices. Mr. Kakarala has served as the Chief Executive Officer and President of NextGen from January 2016 to February 2017, which was acquired by the Company in February 2017, providing inventory management solutions to the powersports, recreational vehicle and marine sectors in North America. He served as Chief Executive Officer and President of NextGenAuto from July 2013 to December 2015. Mr. Kakarala served as Chief Executive Officer of ECarTag solutions since 2014, which provides unique wireless pricing solutions to automotive dealers. He served as Director/Co-Founder of Vehicle Systems since 2013 which provides vehicle purchase program solutions. Mr. Kakarala has served as Co-Founder and Managing Partner of RedBumper from July 2010 to August 2014, a company which provided used car inventory management solutions used by thousands of automotive dealers across North America and which was later acquired by ADP in 2014. Mr. Kakarala served as Director/Co-Founder of GridFirst solutions since 2012, a company providing home automation solutions to energy customers. Mr. Kakarala holds a Master's degree in Computer Science from University of Houston.

We believe that Mr. Kakarala possesses specific attributes that qualify him to serve as a member of our board of directors, as he is regarded as a pioneer in developing several systems in the automotive industry including CRM, ERP, inventory management and financial applications.

Mitch Pierce has served on our board of directors since January 9, 2017. Mr. Pierce has over 35 years of leadership experience in the automotive retail sector. Mr. Pierce served as the President of Tempe Toyota Group from January 1985 to June 1997, which was acquired by AutoNation, Inc. ("AutoNation"), a leading automotive retail company, in 1997. Mr. Pierce served as a Regional Vice President of Retail Operations for AutoNation from 1997 to 2003. Mr. Pierce currently owns one of the five largest Toyota stores in United States and is a partner in six other major auto dealerships. Mr. Pierce is a board member of the Southern California Toyota Dealers. He served on the National Dealer Council for Toyota Dealers in 1996-97. He is Past Chairman of the Arizona Automobile Dealer Association.

We believe that Mr. Pierce possesses specific attributes that qualify him to serve as a member of our board of directors, including his more than 30 years of executive experience in the automotive retail sector and broad base of business knowledge and experience.

Kevin Westfall has served on our board of directors since January 9, 2017. Mr. Westfall previously held various executive roles including Senior Vice President of Sales and Senior Vice President of Automotive Finance at AutoNation, founder of BMW Financial Services, President of World Automotive Imports and Leasing and Retail Lease Manager of Chrysler Credit Corporation.

We believe that Mr. Westfall possesses specific attributes that qualify him to serve as a member of our board of directors, including his more than 30 years of executive experience in automotive retail and finance operations.

Director Independence

We are not currently subject to listing requirements of any national securities exchange that has requirements that a majority of the board of directors be "independent." Nevertheless, we expect that our board of directors will determine that all of our directors, other than Messrs. Chesrown, Berrard, and Kakarala, qualify as "independent" directors in accordance with listing requirements of The NASDAQ Stock Market, or NASDAQ. Messrs. Chesrown and Berrard are not considered independent because they are employees of the Company. The NASDAQ independence definition includes a series of objective tests, such as that the director is not, and has not been for at least three years, one of our employees and that neither the director nor any of his family members has engaged in various types of business dealings with us. There are no family relationships among any of our directors or executive officers.

Board Committees

Our Board currently maintains a standing audit committee, compensation committee and a nominating and corporate governance committee.

Audit Committee

Our Board, by unanimous consent, established an audit committee (the "Audit Committee") in January 2017. The initial members of this committee are Messrs. Dixon (chair) and Westfall. Our Board of Directors has determined that Mr. Dixon is an "audit committee financial expert", as defined in Item 407 of Regulation S-K, and is the Chairman of the Audit Committee. Although the Audit Committee has not yet adopted a formal charter, the Board resolution establishing the Audit Committee authorized the Audit Committee to operate with the customary responsibilities and authority typically granted to an audit committee in a formal charter.

Compensation Committee

In January 2017, our Board, by unanimous consent, also established a compensation committee (the "Compensation Committee"). The initial members of the Compensation Committee are Messrs. Westfall (Chair) and Dixon. The Compensation Committee was established to, among other things, administer and approve all elements of compensation and awards for our executive officers. The Compensation Committee has the responsibility to review and approve the business goals and objectives relevant to each executive officer's compensation, evaluate individual performance of each executive in light of those goals and objectives, and determine and approve each executive's compensation based on this evaluation. Although the Compensation Committee has not yet adopted a formal charter, the Board resolution establishing the Compensation Committee authorized the Compensation Committee to operate with the customary responsibilities and authority typically granted to a compensation committee in a formal charter.

Nominating and Corporate Governance Committee

In January 2017, our Board, by unanimous consent, also established a nominating and corporate governance committee (the "Nominating and Corporate Governance Committee"). The initial members of the Nominating and Corporate Governance Committee are Messrs. Chesrown (Chair), Berrard, Westfall and Dixon. The Nominating Committee is responsible for identifying individuals qualified to become members of the Board or any committee thereof; recommending nominees for election as directors at each annual stockholder meeting; recommending candidates to fill any vacancies on the Board or any committee thereof; and overseeing the evaluation of the Board. Although the Nominating and Corporate Governance Committee has not yet adopted a formal charter, the Board resolution establishing the Nominating and Corporate Governance Committee authorized the Nominating and Corporate Governance Committee to operate with the customary responsibilities and authority typically granted to a nominating and corporate governance committee in a formal charter.

Stockholder Communications

Currently, we do not have a policy relating to stockholder communications with the Board or with regard to the consideration of any director candidates recommended by security holders. To date, no security holders have made any such recommendations. We intend to approve an appropriate stockholder communications policy at our next Board meeting following our 2017 Annual Meeting of Stockholders.

Code of Ethics

We have not yet adopted a written code of ethics. We intend to approve an appropriate written code of ethics at our next Board meeting following our 2017 Annual Meeting of Stockholders.

Compliance with Section 16(a) of the Exchange Act

Section 16(a) of the Exchange Act requires directors and executive officers of the Company and ten percent stockholders of the Company to file initial reports of ownership and reports of changes in ownership of common stock and other equity securities of the Company with the SEC. Directors, executive officers, and ten percent stockholders are required to furnish the Company with copies of all Section 16(a) forms they file.

Item 11. Executive Compensation.

Summary Compensation

Pamela Elliott, who served as the Company's President, CEO, Secretary, Treasurer, and sole Director from January 1, 2014 through July 13, 2016, has not received any compensation for her service to the Company, except for $1,500 and $1,200 paid in the fiscal years ended November 30, 2015 and 2014, respectively.

No other compensation required to be reported pursuant to this Item was earned or paid during the three years ended December 31, 2016.

Executive Employment Arrangements

Marshall Chesrown

We have not entered into an employment agreement or arrangement with Mr. Chesrown. Accordingly, he is employed as our Chief Executive Officer on an at-will basis. Mr. Chesrown currently receives no annual base salary.

Mr. Chesrown is eligible for equity compensation under our equity compensation plans, as determined from time to time by the compensation committee of our Board, however through the date of this filing, no grants of equity awards have been made.

Steven Berrard

We have not entered into an employment agreement or arrangement with Mr. Berrard. Accordingly, he is employed as our Chief Financial Officer on an at-will basis. Mr. Berrard currently receives no annual base salary.

Mr. Berrard is eligible for equity compensation under our equity compensation plans, as determined from time to time by the compensation committee of our Board, however through the date of this filing, no grants of equity awards have been made.

Non-Employee Director Compensation

We have not yet established a policy for non-employee director compensation. We intend to establish a non-employee director compensation policy at our next Board meeting following our 2017 Annual Meeting of Stockholders.

Employee Benefit Plans

2017 Stock Incentive Plan

On January 9, 2017, the Company's Board of Directors approved the adoption of the RumbleON, Inc. 2017 Stock Incentive Plan (the "Plan"), subject to stockholder approval at the Company's 2017 Annual Meeting of Stockholders. The purposes of the Plan are to attract, retain, reward and motivate talented, motivated and loyal employees and other service providers ("Eligible Individuals") by providing them with an opportunity to acquire or increase a proprietary interest in the Company and to incentivize them to expend maximum effort for the growth and success of the Company, so as to strengthen the mutuality of the interests between such persons and the stockholders of the Company. The Plan will allow the Company to grant a variety of stock-based and cash-based awards to Eligible Individuals. Twelve percent (12%) of the Company's issued and outstanding shares of common stock from time to time are reserved for issuance under the Plan. As of January 9, 2017, 6,400,000 shares were issued and outstanding, resulting in 768,000 shares available for issuance under the Plan. The foregoing description of the Plan does not purport to be complete and is qualified in its entirety by the Plan attached as Exhibit 10.6 to this report and incorporated herein by reference.

We have not maintained any other equity compensation plans since our inception.

Item 12. Security Ownership Of Certain Beneficial Owners and Management and Related Stockholder Matters.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. In accordance with Securities and Exchange Commission rules, shares of our common stock that may be acquired upon exercise or vesting of equity awards within 60 days of the date of the table below are deemed beneficially owned by the holders of such options and are deemed outstanding for the purpose of computing the percentage of ownership of such person, but are not treated as outstanding for the purpose of computing the percentage of ownership of any other person.

As of the Effective Date, 7,923,809 shares of common stock were issued and outstanding. The following table sets forth information with respect to the beneficial ownership of our Common Stock as of the Effective Date, by (i) each of our directors and executive officers, (ii) all of our directors and executive officers as a group, and (iii) each stockholder known by us to be the beneficial owner of more than 5% of our Common Stock (our only class of voting securities). To the best of our knowledge, except as otherwise indicated, each of the persons named in the table has sole voting and investment power with respect to the shares of Common Stock beneficially owned by such person, except to the extent such power may be shared with a spouse. To our knowledge, none of the shares listed below are held under a voting trust or similar agreement, except as noted. To our knowledge, there is no arrangement, including any pledge by any person of our securities or any of our parents, the operation of which may at a subsequent date result in a change in control of the Company.

Unless otherwise noted below, the address of each person listed on the table is c/o RumbleON, Inc., 4521 Sharon Road, Suite 370, Charlotte, NC 28211.

	As of the Effective Date			
Name and Address of Beneficial Owner	**No. of Shares of Class A Common Stock Owned**	**Percentage of Class A Ownership [1] [2]**	**No. of Shares of Class B Common Stock Owned**	**Percentage of Class B Ownership [1] [3]**
Named Executive Officers and Directors:				
Marshall Chesrown [4]	875,000	87.5 %	1,537,500	22.2 %
Steven R. Berrard [5]	125,000	12.5 % [6]	2,310,013	32.1 %
Denmar Dixon [7]	-	*	316,667	4.6 %
Kartik Kakarala [8]	-	*	1,523,809	22.0 %
Mitch Pierce	-	*	-	*
Kevin Westfall	-	*	-	*
5% Stockholders:				
Ralph Wegis [9]	-	*	1,321,878	19.1 %
NextGen Dealer Solutions, LLC	-	*	1,523,809	22.0 %
All directors and executive officers as a group (6 persons) (10)	1,000,000	100.0 %	5,687,989	80.9 %

* Represents beneficial ownership of less than 1%.

(1) Calculated in accordance with applicable rules of the SEC.

(2) Based on 1,000,000 shares of Class A Common Stock issued and outstanding as of the Effective Time, and additional shares deemed to be outstanding as to a particular person, in accordance with applicable rules of the SEC. The Class A Common Stock has 10 votes for each share outstanding compared to one vote for each share of Class B Common Stock outstanding. As of the Effective Time, the holders of the Class A Common Stock will have in aggregate voting power representing 80.2% of the Company's outstanding Common Stock on a fully diluted basis.

(3) Based on 6,923,809 shares of Class B Common Stock issued and outstanding as of the Effective Time, and additional shares deemed to be outstanding as to a particular person, in accordance with applicable rules of the SEC.

(4) As of the Effective Time, Mr. Chesrown will have voting power representing approximately 60.8% of the Company's outstanding Common Stock on a fully diluted basis.

(5) Shares are owned directly through Berrard Holdings Limited Partnership ("BHLP"), a limited partnership controlled by Steven R. Berrard. Mr. Berrard has the sole power to vote and the sole power to dispose of each of the shares of Common Stock which he may be deemed to beneficially own. As of the Effective Time, Mr. Berrard will have voting power representing approximately 19.4% of the Company's outstanding Common Stock on a fully diluted basis, which does not include the 272,513 shares of Class B Common Stock issuable upon conversion of promissory note held by BHLP.

(6) Includes 272,513 shares of Class B Common Stock issuable upon conversion of a promissory note held by BHLP as of the Effective Date.

(7) Shares are owned directly through Blue Flame Capital, LLC, an entity controlled by Mr. Dixon. Mr. Dixon has the sole power to vote and the sole power to dispose of each of the shares of Common Stock which he may be deemed to beneficially own. As of the Effective Time, Mr. Dixon will have voting power representing approximately 1.9% of the Company's outstanding Common Stock on a fully diluted basis.

(8) Shares are owned indirectly through NextGen Dealer Solutions, LLC, a limited liability company of which Mr. Kakarala is the Manager. Mr. Kakarala has the sole power to vote and the sole power to dispose of each of the shares of Common Stock he may be deemed to beneficially own. As of the Effective Time, Mr. Kakarala will have voting power representing approximately 9.0% of the Company's outstanding Common Stock on a fully diluted basis.

(9) As of the Effective Time, Mr. Wegis will have voting power representing approximately 7.8% of the Company's outstanding Common Stock on a fully diluted basis.

(10) As of the Effective Time, all directors and executive officers as a group will have voting power representing approximately 92.4% of the Company's outstanding Common Stock on a fully diluted basis.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

We have been a party to the following transactions since December 1, 2015, in which the amount involved exceeded or will exceed $120,000 and in which any director, executive officer, or holder of more than 5% of any class of our voting stock, or any member of the immediate family of or entities affiliated with any of them, had or will have a material interest. Blue Flame Capital, LLC, a Purchaser and an entity controlled by Denmar Dixon, one of the Company's directors, received 166,667 shares of the Company's common stock for $250,000. Ralph Wegis, a holder of more than 5% of our common stock and a Purchaser, paid $799,999.50 for 533,333 shares of the Company's common stock.

2016 Financing

In July 2016, BHLP loaned the Company, and the Company executed a promissory note, in the principal amount of $191,858 payable to BHLP (the "Note"). Pursuant to the Note, the Company is obligated to repay $191,858 with interest thereon at the rate of 6% per annum. The maturity date of the Note is July 13, 2026 (the "Maturity Date"). Further, the Note provided that from the date of an equity financing of at least $500,000 through the Maturity Date, BHLP has the right to convert the outstanding balance under the Note into shares of capital stock of the Company being issued in such qualified financing ("Qualified Financing Securities") at a conversion price equal to the greater of (i) $0.06 and (ii) fifty percent (50%) of the price per share at which the Qualified Financing Securities are sold by the Company in the qualified financing (the "Conversion Price"). The November 2016 Private Placement (as described below) was completed on November 28, 2016 and is considered a qualified financing; as such, the Conversion Price of the Note has been established at $0.75.

Effective August 31, 2016, the principal amount of the Note was amended to include an additional $5,500 loaned to the Company, on the same terms as the original Note. As of December 31, 2016, the total amount owed was $197,358 plus accrued interest of $5,580.

November 2016 Private Placement

On November 28, 2016, the Company completed the Private Placement with certain Purchasers, with respect to the sale of an aggregate of 900,000 shares of common stock of the Company at a purchase price of $1.50 per share for total consideration of $1,350,000. In connection with the Private Placement, the Company also entered into the Loan Agreements, pursuant to which the Purchasers will loan to the Company their pro rata share of up to $1,350,000 in the aggregate (the "Applicable Loan Amount") upon the request of the Company at any time on or after January 31, 2017 and before November 1, 2020.

Related Party Transaction Policy

Our Board intends to adopt a formal policy that our executive officers, directors, holders of more than 5% of any class of our voting securities, and any member of the immediate family of and any entity affiliated with any of the foregoing persons, are not permitted to enter into a related party transaction with us without the prior consent of our audit committee, or other independent members of our board of directors if it is inappropriate for our audit committee to review such transaction due to a conflict of interest. Any request for us to enter into a transaction with an executive officer, director, principal stockholder, or any of their immediate family members or affiliates, in which the amount involved exceeds $120,000 must first be presented to our audit committee for review, consideration and approval. In approving or rejecting any such proposal, our audit committee is to consider the relevant facts and circumstances available and deemed relevant to the audit committee, including, but not limited to, whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances and the extent of the related party's interest in the transaction. The related party transactions described above were entered into prior to the adoption of this policy.

Item 14. Principal Accounting Fees and Services.

Then information required by this Item 14 is incorporated by reference to RumbleON, Inc.'s proxy statement for its 2017 Annual Meeting of Stockholders to be filed within 120 days of December 31, 2016.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) We have filed the following documents as part of this Annual Report on Form 10-K:

1. The financial statements listed in the "Index to Financial Statements" on page F-1 are filed as part of this report.

2. Financial statement schedules are omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

3. Exhibits included or incorporated herein: See index to Exhibits.

		Incorporated by reference			
Exhibit Number	Exhibit Description	Filed herewith	Form	Exhibit	Filing date
2.1	Asset Purchase Agreement, dated as of January 8, 2017		8-K	2.1	01/09/17
2.2	Assignment of APA, dated as of January 31, 2017	X			
3.1	Articles of Incorporation of Smart Server filed on October 24, 2013		S-1/A	3(i)(a)	03/20/14
3.2	Amended Bylaws	X			
3.3	Certificate of Amendment, filed February 13, 2017	X			
10.1	Amended and Restated Stockholders Agreement, dated February 8, 2017	X			
10.2	Registration Rights Agreement, dated February 8, 2017	X			
10.3	Consulting Agreement, dated February 8, 2017	X			
10.4	Services Agreement, dated February 8, 2017(Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for Confidential treatment)	X			
10.5	Data Confidentiality Agreement, dated February 8, 2017 (Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.)	X			
10.6	2017 RumbleON Stock Incentive Plan+		8-K	10.1	01/09/17
10.7	Form of Loan Agreement		8-K	10.1	12/21/16
10.8	Form of Promissory Note		8-K	10.2	12/21/16
10.9	Stockholders' Agreement dated October 24, 2016		8-K	10.1	10/28/16
10.10	Promissory Note, dated July 13, 2016		8-K	10.1	07/19/16
10.11	Amendment to Promissory Note, dated August 31, 2016	X			
10.12	Unconditional Guaranty Agreement	X			
10.13	Security Agreement	X			
16.1	Letter from Seale and Beers CPAs		8-K	16.1	12/21/16
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act	X			
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act	X			
32.1*	Certification pursuant to Section 906 of the Sarbanes-Oxley Act				
32.2*	Certification pursuant to Section 906 of the Sarbanes-Oxley Act				
99.1	Press Release, dated February 14, 2017	X			
101.INS**	XBRL Instance Document	X			
101.SCG**	XBRL Taxonomy Extension Schema	X			
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase	X			
101.DEF**	XBRL Taxonomy Extension Definition Linkbase	X			
101.LAB**	XBRL Taxonomy Extension Label Linkbase	X			
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase	X			

* *Furnished herewith*

** *XBRL (Extensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.*

\+ *Management Compensatory Plan*

Item 16. Form 10-K Summary.

Registrants may voluntarily include a summary of information required by Form 10-K under this Item 16. The Company has elected not to include such summary information.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

By: /s/ Marshall Chesrown
Marshall Chesrown
Chief Executive Officer

Date: February 14, 2017

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Marshall Chesrown Marshall Chesrown	Chairman of the Board of Directors, Chief Executive Officer (Principal Executive Officer)	February 14, 2017
/s/ Steven R. Berrard Steven R. Berrard	Director, Chief Financial Officer and Secretary (Principal Financial Officer and Principal Accounting Officer)	February 14, 2017
/s/ Denmar Dixon Denmar Dixon	Director	February 14, 2017
/s/ Kartik Kakarala Kartik Kakarala	Director	February 14, 2017
/s/ Mitch Pierce Mitch Pierce	Director	February 14, 2017
/s/ Kevin Westfall Kevin Westfall	Director	February 14, 2017

Index to Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and

Stockholders of RumbleON, Inc.

We have audited the accompanying balance sheets of RumbleON, Inc. as of December 31, 2016, December 31, 2015, and November 30, 2015, and the related statements of income, stockholders' equity, and cash flows for the twelve months ended December 31, 2016 and November 30, 2015, and for the month ended December 31, 2015. RumbleON, Inc.'s management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The company is not required to have, nor werewe engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RumbleON, Inc. as of December 31, 2016, December 31, 2015, and November 30, 2015, and the results of its operations and its cash flows for the twelve months ended December 31, 2016 and November 30, 2015, and for the month ended December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. Since the Company has not generated revenue from operations substantial doubt exists about its ability to continue on as a going concern. Management's plans concerning these matters are described in Note 2 to the financial statements. The financial statements do not include any adjustments that might result from the outcome of these uncertainties.

Scharf Pera & Co., PLLC

Charlotte, North Carolina

February 14, 2017

RumbleON, Inc.
(formerly Smart Server, Inc.)
Balance Sheets

	December 31,		November 30,
	2016	**2015**	**2015**
ASSETS			
Current assets:			
Cash	$ 1,350,580	$ 3,713	$ 1,563
Prepaid expense	1,667	-	-
Total current assets	1,352,247	3,713	1,563
Other assets	45,515	2,692	2,850
Total assets	$ 1,397,762	$ 6,405	$ 4,413
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)			
Current liabilities:			
Accounts payable	$ 139,083	$ 8,799	$ 11,799
Accounts payable-related party	80,018	-	-
Current portion of note payable-related party	-	100,000	100,000
Accrued interest payable-current portion	-	11,137	10,627
Total current liabilities	219,101	119,936	122,426
Long-term liabilities:			
Accrued interest payable - related party	5,508	1,865	1,656
Note payable-related party		41,000	33,000
Convertible note payable - related party, net	1,282	-	-
Deferred tax liability	78,430	-	-
Total long-term liabilities	85,220	42,865	34,656
Total liabilities	304,321	162,801	157,082
	-	-	-

Commitments and Contingencies (Notes 3, 6, 9, 10)			
Stockholders' equity (deficit):			
Preferred stock, $0.001 par value, 10,000,000 shares			
authorized, no shares issued and outstanding			
as of December 31, 2016, December 31, 2015 and November 30, 2015	-	-	-
Common stock, $0.001 par value, 100,000,000 shares			
authorized, 6,400,000, 5,500,000 and 5,500,000 shares issued and outstanding			
as of December 31, 2016, December 31, 2015 and November 30, 2015	6,400	5,500	5,500
Additional paid-in capital	1,534,015	64,500	64,500
Subscriptions receivable	(1,000)	(5,000)	(5,000)
Accumulated deficit	(445,974)	(221,396)	(217,669)
Total stockholders' equity (deficit)	1,093,441	(156,396)	(152,669)
Total liabilities and stockholders' equity (deficit)	$ 1,397,762	$ 6,405	$ 4,413

See Accompanying Notes to Financial Statements.

RumbleON, Inc.
(formerly Smart Server, Inc.)
Statements of Operations

	For the year ended December 31, 2016	For the month ended December 31, 2015	For the year ended November 30, 2015
Revenue	$ -	$ -	$ -
Operating expenses:			
General and administrative	57,825	-	2,529
Depreciation and amortization	1,900	158	1,900
Impairment of assets	792	-	-
Professional fees	152,876	2,850	37,123
Total operating expenses	213,393	3,008	41,552
Other expense:			
Interest expense - related party	11,698	719	7,257
Total other expense	11,698	719	7,257
Net loss before provision for income taxes	(225,091)	(3,727)	(48,809)
Benefit for income taxes	513	-	-
Net loss	$ (224,578)	$ (3,727)	$ (48,809)
Weighted average number of common			
shares outstanding - basic	5,581,370	5,500,000	3,513,699
shares outstanding - diluted	5,581,370	5,500,000	3,513,699
Net loss per share - basic	$ (0.04)	$ (0.00)	$ (0.01)
Net loss per share - diluted	$ (0.04)	$ (0.00)	$ (0.01)

See Accompanying Notes to Financial Statements.

RumbleON, Inc.
(formerly Smart Server, Inc.)
Statement of Stockholders' Equity (Deficit)

	Preferred Shares		Common Shares		Additional Paid	Subscription	Accumulated	Total Stockholders' Equity
	Shares	Amount	Shares	Amount	In Capital	Receivable	Deficit	(Deficit)
Balance, November 30, 2014	-	$ -	5,500,000	$ 5,500	$ 64,500	$ -	$ (168,860)	$ (98,860)
Repurchased and cancellation of common stock	-	-	(5,000,000)	(5,000)	-	-	-	(5,000)
Issuance of common stock	-	-	5,000,000	5,000	-	(5,000)	-	-
Net loss	-	-	-	-	-	-	(48,809)	(48,809)
Balance, November 30, 2015	-	$ -	5,500,000	$ 5,500	$ 64,500	$ (5,000)	$ (217,669)	$ (152,669)
Net loss	-	-	-	-	-	-	(3,727)	(3,727)
Balance, December 31, 2015	-	$ -	5,500,000	$ 5,500	$ 64,500	$ (5,000)	$ (221,396)	$ (156,396)
Cash received for subscriptions receivable	-	-	-	-	-	5,000	-	5,000
Donated capital	-	-	-	-	2,000	-	-	2,000
Issuance of common stock	-	-	900,000	900	1,349,100	(1,000)	-	1,349,000
Beneficial conversion feature, net of deferred taxes	-	-	-	-	118,415	-	-	118,415

Net loss	-	-	-	-	-	-	(224,578)	(224,578)
Balance, December 31, 2016	-	$ -	6,400,000	$ 6,400	$ 1,534,015	$ (1,000)	$ (445,974)	$ 1,093,441

See Accompanying Notes to Financial Statements.

RumbleON, Inc.
(formerly Smart Server, Inc.)
Statements of Cash Flows

	For the year ended December 31, 2016	For the month ended December 31, 2015	For the year ended November 30, 2015
CASH FLOWS FROM OPERATING ACTIVITIES			
Net loss	$ (224,578)	$ (3,727)	$ (48,809)
Adjustments to reconcile net loss			
to net cash used in operating activities:			
Depreciation and amortization	1,900	158	1,900
Impairment of asset	792	-	-
Amortization of beneficial conversion feature	1,282	-	-
Increase in deferred tax liability	(513)	-	-
Changes in operating assets and liabilities:			
Increase in prepaid expenses	(1,667)	-	-
Increase in accounts payable	130,284	-	-
Increase (decrease) in accounts payable - related party	80,018	(3,000)	7,020
(Decrease) increase in accrued interest payable - related party	(7,494)	719	7,257
Net cash used in operating activities	(19,976)	(5,850)	(32,632)
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of other assets	(45,515)	-	-
Net cash used in investing activities	(45,515)	-	-
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from note payable - related party	214,358	8,000	33,000
Repayments for note payable - related party	(158,000)	-	-
Proceeds from sale of common stock	1,354,000	-	-
Donated capital	2,000	-	-
Payments for the purchase of treasury stock	-	-	(5,000)
Net cash provided by financing activities	1,412,358	8,000	28,000

NET INCREASE (DECREASE) IN CASH	1,346,867	2,150	(4,632)
CASH AT BEGINNING OF PERIOD	3,713	1,563	6,195
CASH AT END OF PERIOD	$ 1,350,580	$ 3,713	$ 1,563
SUPPLEMENTAL INFORMATION:			
Interest paid	$ 17,909	$ -	$ -
Income taxes paid	$ -	$ -	$ -

See Accompanying Notes to Financial Statements.

Notes to Financial Statements

Note 1 –Description of Business and Significant Accounting Policies

Organization

RumbleON, Inc. (the "Company") was incorporated in October, 2013 under the laws of the State of Nevada, as Smart Server, Inc. ("Smart Server"). On February 13, 2017, the Company changed its name from Smart Server, Inc. to RumbleON, Inc.

Description of Business

Smart Server was formed to engage in the business of designing and developing computer application software for smart phones and tablet computers (" mobile payment application") to provide customers at participating restaurants, bars, and clubs the ability to pay their bill with their smartphone without having to ask for the check. Smart Server ceased its software development activities in 2014 and, having no operations and no or nominal assets, met the definition of a "shell company" under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

In July 2016, Berrard Holdings Limited Partnership ("Berrard Holdings") acquired 99.5% of the common stock of Smart Server from the prior owner of such shares and efforts began on the development of a unique, capital light, and disruptive e-commerce platform facilitating the ability of both consumers and dealers to Buy-Sell-Trade-Finance pre-owned recreation vehicles. It is our goal to have the platform recognized as the most trusted and effective solution for the sale, acquisition, and distribution of recreation vehicles and provide users an efficient, fast, transparent, and engaging experience. Our initial focus is the market for 650cc and larger on road motorcycles, particularly those concentrated in the Harley Davidson brand; we will look to extend to other brands and additional vehicle types and products as the platform matures.

RumbleON intends to both make consumers or dealers a cash offer for the purchase of their vehicle and provide them the flexibility to trade, list, consign, or auction their vehicle through the websites and mobile apps of RumbleON and our partner dealers. In addition, RumbleON will offer a large inventory of vehicles for sale on its website and will offer financing and associated products. RumbleON will earn fees and transaction income, and partner dealers will earn incremental revenue and enhance profitability through increased sales leads, and fees from inspection, reconditioning and distribution programs. RumbleON will be driven by a proprietary technology platform that was acquired on February 8, 2017 from NextGen Dealer Solutions, LLC. The NextGen platform provides integrated accounting, appraisal, inventory management, CRM, lead and call center management, equity mining, and other key services necessary to drive the online marketplace. For additional information, see Note 11 "Subsequent Events."

As of December 31, 2016, the Company had a total of $1,350,580 in available cash. If we were to not receive any additional funds, we could not continue in business for the next 12 months with our currently available capital. Since inception, we have financed our cash flow requirements through debt and equity financing. As we expand our activities, we may, and most likely will, continue to experience net negative cash flows from operations, pending the Company's ability to generate sustainable cash flow from the implementation of its business strategy and utilization of its e-commerce platform.

Year end

In October 2016, the Company changed its fiscal year-end from November 30 to December 31.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires estimates and assumptions that affect the reported amounts of assets and liabilities, revenue and expenses, and related disclosures of contingent assets and liabilities in the consolidated financial statements and accompanying notes. Estimates are used for, but not limited to, inventory valuation, depreciable lives, carrying value of intangible assets, sales returns, receivables valuation, restructuring-related liabilities, taxes, and contingencies. Actual results could differ materially from those estimates.

Earnings (Loss) Per Share

The Company follows the FASB Accounting Standards Codification ("ASC") Topic 260- *Earnings per share* . Basic earnings per common share ("EPS") calculations are determined by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the year. Diluted earnings (loss) per common share calculations are determined by dividing net income (loss) by the weighted average number of common shares and dilutive common share equivalents outstanding. During periods when common stock equivalents, if any, are anti-dilutive they are not considered in the computation.

Revenue Recognition

We recognize revenue when all of the following conditions are satisfied: (1) there is persuasive evidence of an arrangement; (2) the product or service has been provided to the customer; (3) the amount to be paid by the customer is fixed or determinable; and (4) the collection of our payment is probable.

Purchase Accounting for Business Combinations

The Company will account for acquisitions by allocating the fair value of the consideration transferred to the fair value of the assets acquired and liabilities assumed on the date of the acquisition and any remaining difference will be recorded as goodwill. Adjustments may be made to the preliminary purchase price allocation when facts and circumstances that existed on the date of the acquisition surface during the allocation period subsequent to the preliminary purchase price allocation, not to exceed one year from the date of acquisition. Contingent consideration is recorded at fair value based on the facts and circumstances on the date of the acquisition and any subsequent changes in the fair value are recorded through earnings each reporting period. Transactions that occur in conjunction with or subsequent to the closing date of the acquisition are evaluated and accounted for based on the facts and substance of the transactions.

Goodwill

Goodwill is not amortized but rather tested for impairment at least annually. The Company will test goodwill for impairment annually during the fourth quarter of each year. Goodwill will also be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying amount. Impairment testing for goodwill will be done at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment (also known as a component). A component of an operating segment is a reporting unit if the component constitutes a business for which discrete financial information is available, and segment management regularly reviews the operating results of that component. The Company has concluded that currently it has one reporting unit.

Determining fair value includes the use of significant estimates and assumptions. Management will utilize an income approach, specifically the discounted cash flow technique as a means for estimating fair value. This discounted cash flow analysis requires various assumptions including those about future cash flows, transactional and customer growth rates and discount rates. Expected cash flows are based on historical customer growth and the growth in transactions, including attrition, future strategic initiatives and continued long-term growth of the business. The discount rates used for the analysis will reflect a weighted average cost of capital based on industry and capital structure adjusted for equity risk and size risk premiums. These estimates can be affected by factors such as customer and transaction growth, pricing, and economic conditions that can be difficult to predict.

Other Assets

Included in “Other Assets” on our balance sheet will be identifiable intangible assets including customer relationships, non-compete agreements, trademarks, trade names and internet domain names, net of amortization. The estimated fair value of these intangible assets at the time of acquisition will be based upon various valuation techniques including replacement cost and discounted future cash flow projections. Customer relationships will be amortized on a straight-line basis over the expected average life of the acquired accounts, which will be based upon several factors, including historical longevity of customers and contracts acquired and historical retention rates. Non-compete agreements will be amortized on a straight-line basis over the term of the agreement, which will generally not exceed five years. The Company will review the recoverability of these assets if events or circumstances indicate that the assets may be impaired and will periodically reevaluate the estimated remaining lives of these assets.

Trademarks, trade names and internet domain names are considered to be indefinite lived intangible assets unless specific evidence exists that a shorter life is more appropriate. Indefinite lived intangible assets will be tested, at a minimum, on an annual basis using an income approach or sooner whenever events or changes in circumstances indicate that an asset may be impaired.

Long-Lived Assets

Fixed assets will be reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. Recoverability of assets to be held and used will be measured by a comparison of the carrying amount of an asset to the future net cash flows expected to be generated by the asset. If such assets or asset groups are considered to be impaired, the impairment to be recognized will be measured by the amount by which the carrying amount of the assets or asset groups exceeds the related fair values. The Company will also perform a periodic assessment of the useful lives assigned to the long-lived assets.

Inventories

Inventories will be stated at the lower of cost or market.

Valuation Allowance for Accounts Receivable

We will estimate the allowance for doubtful accounts for accounts receivable by considering a number of factors, including overall credit quality, age of outstanding balances, historical write-off experience and specific account analysis that projects the ultimate collectability of the outstanding balances. Ultimately, actual results could differ from these assumptions.

Cash and Cash Equivalents

For the statements of cash flows, all highly liquid investments with an original maturity of three months or less are considered to be cash equivalents. The carrying value of these investments approximates fair value.

Marketing and Advertising Costs

Marketing costs primarily consist of targeted online advertising, television advertising, public relations expenditures, and payroll and related expenses for personnel engaged in marketing and selling activities and will be expensed as incurred . There were no marketing costs included in general and administrative expenses for the year ended December 31, 2016, for the month ended December 31, 2015 and for the year ended November 30, 2015.

Technology and Content

Technology costs for the RumbleON technology platform will be accounted for pursuant to ASC Topic 350- *Intangibles — Goodwill and Other* and will consist principally of development activities including payroll and related expenses for employees and third-party contractors involved in application, content, production, maintenance, operation, and platform development for new and existing products and services, as well as other technology infrastructure expenses. Technology and content costs for design or maintenance of internal-use software and general website development will be expensed as incurred. Costs incurred to develop new website functionality as well as new software products for resale and significant upgrades to existing platforms or modules will be capitalized and amortized over seven years.

The costs associated with the development of the Smart Server mobile payment application website were capitalized pursuant to ASC Topic 350- *Intangibles — Goodwill and Other* . Other costs related to the maintenance of the website were expensed as incurred. The Company commenced amortization upon the completion of the Company's fully operational mobile payment application website. Amortization was provided over the estimated useful lives of three years using the straight-line method for financial statement purposes. Amortization expense for the year ended December 31, 2016, for the month ended December 31, 2015 and for the year ended November 30, 2015 was $1,900, $158 and $1,900, respectively. In December, 2016 the Company evaluated its mobile payment application website and recorded $792 of impairment. The carrying value of this website as of December 31, 2016, was $0.

Property and Equipment, Net

Property and equipment will be stated at cost less accumulated depreciation. Equipment will include assets such as furniture and fixtures, heavy equipment, servers, networking equipment, internal-use software and website development. Depreciation will be recorded on a straight-line basis over the estimated useful lives of the assets.

Fair Value of Financial Instruments

Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of December 31, 2016, December 31, 2015 and November 30, 2015. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values. These financial instruments include cash, prepaid expenses and accounts payable. Fair values were assumed to approximate carrying values for cash and payables because they are short term in nature and their carrying amounts approximate fair values or they are payable on demand.

ASC Topic 820-10-30-2 -*Fair Value Measuement* establishes a fair value hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring the most observable inputs be used when available. Observable inputs are from sources independent of the Company, whereas unobservable inputs reflect the Company's assumptions about the inputs market participants would use in pricing the asset or liability developed on the best information available in the circumstances. The fair value hierarchy is categorized into three levels based on the inputs as follows:

Level 1: The preferred inputs to valuation efforts are "quoted prices in active markets for identical assets or liabilities," with the caveat that the reporting entity must have access to that market. Information at this level is based on direct observations of transactions involving the same assets and liabilities, not assumptions, and thus offers superior reliability. However, relatively few items, especially physical assets, actually trade in active markets.

Level 2: FASB acknowledged that active markets for identical assets and liabilities are relatively uncommon and, even when they do exist, they may be too thin to provide reliable information. Inputs other than quoted market prices included in Level 1, that are observable for the asset or liability, either directly or indirectly, are Level 2 inputs.

Level 3: If inputs from levels 1 and 2 are not available, FASB acknowledges that fair value measures of many assets and liabilities are less precise. The board describes Level 3 inputs as "unobservable," and limits their use by saying they "shall be used to measure fair value to the extent that observable inputs are not available." This category allows "for situations in which there is little, if any, market activity for the asset or liability at the measurement date". Earlier in the standard, FASB explains that "observable inputs" are gathered from sources other than the reporting company and that they are expected to reflect assumptions made by market participants.

Beneficial Conversion Feature

From time to time, the Company may issue convertible notes that may have conversion prices that create an embedded beneficial conversion feature pursuant to the guidelines established by the ASC Topic 470-20, *Debt with Conversion and Other Options* . The Beneficial Conversion Feature ("BCF") of a convertible security is normally characterized as the convertible portion or feature of certain securities that provide a rate of conversion that is below market value or in-the-money when issued. The Company records a BCF related to the issuance of a convertible security when issued and also records the estimated fair value of any conversion feature issued with those securities. Beneficial conversion features that are contingent upon the occurrence of a future event are recorded when the contingency is resolved.

The BCF of a convertible note is measured by allocating a portion of the note's proceeds to the conversion feature, if applicable, and as a reduction of the carrying amount of the convertible note equal to the intrinsic value of the conversion feature, both of which are credited to additional paid-in-capital. The debt discount is amortized to interest expense over the life of the note using the effective interest method. The Company calculates the fair value of the conversion feature embedded in any convertible security using either a) the Black Scholes valuation model, or b) a discount cash flow analysis tested for sensitivity to key Level 3 inputs using Monte Carlo simulation.

Stock-Based Compensation

The Company records stock based compensation in accordance with the guidance in ASC Topic 505- *Equity and 718 - Compensation, Stock Expense* which requires the Company to recognize expenses related to the fair value of its employee stock option awards. This eliminates accounting for share-based compensation transactions using the intrinsic value and requires instead that such transactions be accounted for using a fair-value-based method. The Company recognizes the cost of all share-based awards on a graded vesting basis over the vesting period of the award.

The Company accounts for equity instruments issued in exchange for the receipt of goods or services from other than employees in accordance with ASC Topic 718-10 and the conclusions reached by the ASC Topic 505-50. Costs are measured at the estimated fair market value of the consideration received or the estimated fair value of the equity instruments issued, whichever is more reliably measurable. The value of equity instruments issued for consideration other than employee services is determined on the earliest of a performance commitment or completion of performance by the provider of goods or services as defined by ASC Topic 505-50.

Income Taxes

The Company follows ASC Topic 740- *Income Taxes* for recording the provision for income taxes. Deferred tax assets and liabilities are computed based upon the difference between the financial statement and income tax basis of assets and liabilities using the enacted marginal tax rate applicable when the related asset or liability is expected to be realized or settled. Deferred income tax expenses or benefits are based on the changes in the asset or liability each period. If available evidence suggests that it is more likely than not that some portion or all of the deferred tax assets will not be realized, a valuation allowance is required to reduce the deferred tax assets to the amount that is more likely than not to be realized. Future changes in such valuation allowance are included in the provision for deferred income taxes in the period of change. Deferred income taxes may arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred taxes are classified as current or non-current, depending on the classification of assets and liabilities to which they relate. Deferred taxes arising from temporary differences that are not related to an asset or liability are classified as current or non-current depending on the periods in which the temporary differences are expected to reverse.

The Company applies a more-likely-than-not recognition threshold for all tax uncertainties. ASC Topic 740 only allows the recognition of those tax benefits that have a greater than fifty percent likelihood of being sustained upon examination by the taxing authorities. As of December 31, 2016, December 31, 2015 and November 30, 2015, the Company reviewed its tax positions and determined there were no outstanding, or retroactive tax positions with less than a 50% likelihood of being sustained upon examination by the taxing authorities, therefore this standard has not had a material effect on the Company.

The Company does not anticipate any significant changes to its total unrecognized tax benefits within the next 12 months.

The Company classifies tax-related penalties and net interest as income tax expense. As of December 31, 2016, December 31, 2015 and November 30, 2015, no income tax expense has been incurred.

Recent Pronouncements

The Company has evaluated the recent accounting pronouncements through January 2017 and believes that none of them will have a material effect on the company's financial statements.

Note 2 – Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates the recoverability of assets and the satisfaction of liabilities in the normal course of business. As noted above, the Company is in the development stage and, accordingly, has not yet generated revenue from operations. Since its inception, the Company has been engaged substantially in financing activities and developing its mobile payment application business plan and incurring start-up costs and expenses, resulting in an accumulated net losses from inception (October 24, 2013) through the period ended December 31, 2016 of $445,974. The Company's development activities since inception have been financially sustained through debt and equity financing.

The ability of the Company to continue as a going concern is dependent upon its continued ability to raise additional capital from the sale of common stock and, ultimately, the achievement of significant operating revenue. These financial statements do not include any material adjustments relating to the recoverability and classification of recorded asset amounts, or amounts and classification of liabilities that might result from this uncertainty.

Note 3 – Notes Payable – Related Party

During 2013, the Company entered into a series of unsecured promissory notes with a related party for aggregate proceeds of $30,000. Each unsecured note bears interest at 6% per annum with principal and interest due at the end of twenty-four months beginning in November 2015.

During 2014, the Company entered into a series of unsecured promissory notes with a related party for aggregate proceeds of $70,000. Each unsecured note bears interest at 6% per annum with principal and interest due at the end of twenty-four months beginning in August 2015.

During 2015, the Company entered into a series of unsecured promissory notes with a related party for aggregate proceeds of $41,000. Each unsecured note bears interest at 6% per annum with principal and interest due at the end of twenty-four months beginning in February 2016.

During 2016, the Company entered into a series of unsecured promissory notes with a related party for aggregate proceeds of $17,000. Each unsecured note bears interest at 6% per annum with principal and interest due at the end of twenty-four months beginning in February 2018.

In July, 2016, the Company repaid the total outstanding principal and accrued interest of $175,909 on the unsecured promissory note with the related party. Interest expense on this note for the year ended December 31, 2016, for the month ended December 31, 2015 and for the year ended November 30, 2015 was $5,626, $719 and $7,257, respectively.

Note 4 – Other Assets

At December 31, 2016, other assets consisted of $45,515 of costs to acquire domain names to be used in connection with the launch of the Company's e-commerce platform **.** As of December 31, 2015, and November 30, 2015 other assets was $0.

Note 5 – Income Taxes

At December 31, 2016, December 31, 2015 and November 30, 2015, the Company has operating loss carryforwards of $230,564, $221,396 and $217,669, respectively, which begin to expire in 2033. We believe that it is more likely than not that the benefit from our operating loss carryforwards will not be realized. In recognition of this risk, we have provided a valuation allowance on the deferred tax assets relating to these operating loss carryforwards of $87,614, $77,489 and $76,184 for the periods ended December 31, 2016, December 31, 2015 and November 30, 2015, respectively. In assessing the recovery of the deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income in the periods in which those temporary differences become deductible. Management considers the scheduled reversals of future deferred tax assets, projected future taxable income, and tax planning strategies in making this assessment.

The Company's effective tax rate benefit for the year ended December 31, 2016 was .01% and was a result of the amortization of the debt discount on the convertible note payable-related party. For the year ended December 31, 2016, there was a $78,943 deferred tax liability associated with the beneficial conversion feature on the convertible note payable-related party. For additional information, see Note 6 "Convertible Notes Payable-Related Party."

Note 6 – Convertible Notes Payable – Related Party

On July 13, 2016, the Company entered into unsecured Convertible Note ("Note") with Berrard Holdings Limited Partnership ("BHLP"), an entity owned and controlled by a current officer and director, Mr. Berrard, pursuant to which the Company received $191,858. The Note is due on July 13, 2026 and bears interest at 6% per annum. The Note is convertible into common stock, in whole at any time prior to maturity at the option of the holder at the greater of $0.06 per share or 50% of the price per share of the next qualified financing which is defined as $500,000 or greater. The Note is due on July 13, 2026 and bears interest at 6% per annum.

Effective August 31, 2016, the principal amount of the Note was amended to include an additional $5,500 loaned to the Company, on the same terms as the original Note. As of August 31, 2016, the total amount owed was $197,358.

On November 28, 2016, the Company completed its qualified financing at $1.50 per share which established the conversion price per share for the Note of $0.75 per share, resulting in the principal amount of the Note being convertible into 263,144 shares of common stock. As such, November 28, 2016 became the "commitment date" for purposes of determining the value of the Note conversion feature. Given that there was no trading in the Company common stock since July, 2014, other than the purchase by BHLP of 99.5% of the shares in a single transaction, the Company used the Monte Carlo simulation to determine the intrinsic value of the conversion feature of the Note which resulted in a value in excess of the principal amount of the Note. Thus, the Company recorded as a Note discount of $197,358 with the corresponding amount as an addition to paid in capital. The Note discount will be amortized to interest expense until the Note matures in July, 2026 using the effective interest method. The effective interest rate at December 31, 2016 was 7.4%.

As of December 31, 2016, the balance of the note consists of:

	December 31, 2016
Principal	$ 197,358
Less: Debt discount	(196,076)
	$ 1,282

Interest expense on this note for the year ended December 31, 2016 was $5,508 and the amortization of the beneficial conversion feature was $1,282. The holder of the Note has indicated to the Company despite being permitted under the terms of the Note, he will neither request payment of, nor consent to prepayment by the Company of any accrued and unpaid interest.

The debt discount related to the Note creates a timing difference for taxes and results in the creation of a deferred tax liability and a reduction in paid-in-capital of $78,943 assuming a tax rate of 40% of the $197,358 Note discount. Correspondingly, the $1,282 of debt discount amortization in 2016 yields a $513 reduction in the deferred tax liability and is correspondingly reflected as an income tax benefit in the statements of operations.

Note 7 – Stockholders' Equity

At December 31, 2016, the Company was authorized to issue 100,000,000 shares of its $0.001 par value common stock and 10,000,000 shares of its $0.001 par value preferred stock. For additional information, see Note 11, "Subsequent Events."

On January 9, 2017, the Company's Board and stockholders holding 6,375,000 of the Company's issued and outstanding shares of common stock approved the issuance to (i) Marshall Chesrown of 875,000 shares of Class A Common Stock in exchange for an equal number of shares of Class B Common Stock held by Mr. Chesrown, and (ii) Steven R. Berrard of 125,000 shares of Class A Common Stock in exchange for an equal number of shares of Class B Common Stock held by Mr. Berrard, effective at the time the Certificate of Amendment was filed with the Secretary of State of Nevada.

On June 24, 2015, the Company repurchased and cancelled 5,000,000 shares of common stock from a former officer and director of the Company for $5,000.

On July 24, 2015, the Company issued 5,000,000 shares of common stock for services to an officer and director. The Company and the officer and director mutually agreed to rescind the transaction.

On November 16, 2015, the Company sold 5,000,000 shares of common stock to an officer and director for subscriptions receivable of $5,000. In February 2016, the Company received $5,000.

In July 2016, the Company received donated capital of $2,000 from a shareholder of the Company.

On November 28, 2016, the Company sold 900,000 shares of common stock to three investors for cash of $1,349,000 and subscriptions receivable of $1,000.

On November 28, 2016, the Company recorded a beneficial conversion feature of $197,358 related to the convertible note with an entity owned and controlled by a current officer and director, Steven Berrard. For additional information, see Note 6, “Convertible Notes Payable – Related Party.”

Note 8 – Warrants and Options

As of December 31, 2016, December 31, 2015 and November 30, 2015, there were no warrants or options outstanding to acquire any additional shares of common stock.

Note 9 – Related Party Transactions

As of December 31, 2016, the Company had convertible notes payable of $197,358 and accrued interest totaling $5,508 due to an entity that is owned and controlled by a current officer and director of the Company. For additional information, see Note 6 “Convertible Notes Payable – Related Party.”

As of December 31, 2015, and November 30, 2015, the Company had loans totaling $141,000 and $133,000 and accrued interest totaling $13,002 and $12,283 due to an entity that is owned and controlled by a family member of an officer and director of the Company. During the year ended December 31, 2016, month ended December 31, 2015 and for the year ended November 30, 2015, the interest expense was $4,907, $719 and $7,257, respectively. In March 2015, there was a new officer and director appointed and the lender is now considered a related party. All convertible notes and related party notes outstanding as of July 13, 2016, were paid in full in July, 2016.

Note 10 – Commitments and Contingencies

We may be involved in litigation from time to time in the ordinary course of business. If any such litigation arises, we may not be able to provide assurance that the ultimate resolution of any such legal or administrative proceedings or disputes will not have a material adverse effect on our business, financial condition and results of operations. As of December 31, 2016, December 31, 2015 and November 30, 2015 we were not aware of any threatened or pending litigation.

Note 11 – Subsequent Events

On January 8, 2017, RumbleON entered into an Asset Purchase Agreement with NextGen Dealer Solutions, LLC ("NextGen"), Halcyon Consulting, LLC ("Halcyon"), and members of Halcyon signatory thereto ("Halcyon Members," and together with Halcyon, the "Halcyon Parties"), as amended by that certain Assignment, dated February 8, 2017, between the Company and NextGen Pro, LLC (the "NextGen Agreement"). NextGen and the Halcyon Parties are collectively referred to as the "Seller Parties." NextGen has developed a proprietary technology platform that will underpin the operations of the Company. The Agreement provides that, upon the terms and subject to the conditions set forth in the Agreement, the Company will acquire all of NextGen's assets, properties and rights of whatever kind, tangible and intangible, other than the excluded assets under the terms of the Agreement. The Company will assume liability only for certain post-closing contractual obligations pursuant to the terms of the Agreement. The transaction closed in the first quarter of 2017.

The Agreement provides that the Company will acquire substantially all of the assets of NextGen in exchange for approximately $750,000 in cash, plus 1,523,809 unregistered shares of common stock of the Company (the "Purchaser Shares"), and a subordinated secured promissory note issued by the Company in favor of NextGen in the amount of $1,333,333 (the "Acquisition Note"). The Acquisition Note matures on the third anniversary of the date the Acquisition Note is entered into (the "Maturity Date"). Interest will accrue and be paid semi-annually on the Acquisition Note (i) at a rate of 6.5% annually from the date the Acquisition Note is entered into through the second anniversary of such date and (ii) at a rate of 8.5% annually from the second anniversary of the date the Acquisition Note is entered into through the Maturity Date. In connection with the closing of the transaction, the Company has agreed with certain investors to accelerate the funding of the second tranche of their investment totaling $1.35 million by issuing such investors 1,161,920 shares of the Company's common stock and a note in the amount of $667,000, to be issued on the closing date.

On January 9, 2017, the Company’s Board of Directors approved the adoption of the RumbleON, Inc. 2017 Stock Incentive Plan (the "Plan"), subject to stockholder approval at the Company's next Annual Meeting of Stockholders. The purposes of the Plan are to attract, retain, reward and motivate talented, motivated and loyal employees and other service providers ("Eligible Individuals") by providing them with an opportunity to acquire or increase a proprietary interest in the Company and to incentivize them to expend maximum effort for the growth and success of the Company, so as to strengthen the mutuality of the interests between such persons and the stockholders of the Company. The Plan will allow the Company to grant a variety of stock-based and cash-based awards to Eligible Individuals. Twelve percent (12%) of the Company's issued and outstanding shares of common stock from time to time are reserved for issuance under the Plan. As of the date of this report, 6,400,000 shares are issued and outstanding, resulting in 768,000 shares available for issuance under the Plan.

On January 9, 2017, the Company's Board and stockholders holding 6,375,000 of the Company's issued and outstanding shares of common stock approved an amendment to the Company's Articles of Incorporation (the "Certificate of Amendment"), to change the name of the Company to RumbleON, Inc. and to create an additional class of common stock of the Company, which was effective on February 13, 2017 (the "Effective Date").

Immediately before approving the Certificate of Amendment, the Company had authorized 100,000,000 shares of common stock, $0.001 par value (the "Authorized Common Stock"), including 6,400,000 issued and outstanding shares of common stock (the "Outstanding Common Stock, and together with the Authorized Common Stock, the "Common Stock"). Pursuant to the Certificate of Amendment, the Company designated 1,000,000 shares of Authorized Common Stock as Class A Common Stock (the "Class A Common Stock"), which Class A Common Stock ranks pari passu with all of the rights and privileges of the Common Stock, except that holders of the Class A Common Stock are entitled to ten votes per share of Class A Common Stock issued and outstanding, and (ii) all other shares of Common Stock, including all shares of Outstanding Common Stock shall be deemed Class B Common Stock (the "Class B Common Stock"), which Class B Common Stock will be identical to the Class A Common Stock in all respects, except that holders of the Class B Common Stock are entitled to one vote per share of Class B Common Stock issued and outstanding.

Also on January 9, 2017, the Company's Board and stockholders holding 6,375,000 of the Company's issued and outstanding shares of common stock approved the issuance to (i) Marshall Chesrown of 875,000 shares of Class A Common Stock in exchange for an equal number of shares of Class B Common Stock held by Mr. Chesrown, and (ii) Steven R. Berrard of 125,000 shares of Class A Common Stock in exchange for an equal number of shares of Class B Common Stock held by Mr. Berrard, effective at the time the Certificate of Amendment was filed with the Secretary of State of Nevada.

On February 8, 2017 (the "Closing Date"), RumbleON completed the NextGen Acquisition in exchange for $750,000 in cash, the Purchaser Shares, and the Acquisition Note. The Acquisition Note matures on the third anniversary of the Closing Date (the "Maturity Date"). Interest accrues and will be paid semi-annually (i) at a rate of 6.5% annually from the Closing Date through the second anniversary of such date and (ii) at a rate of 8.5% annually from the second anniversary of the Closing Date through the Maturity Date.

On February 13, 2017, the Effective Date, the Company filed the Certificate of Amendment with the Secretary of State of the State of Nevada changing the Company's name to RumbleON, Inc. and creating the Class A and Class B Common Stock. Also on the Effective Date, the Company issued an aggregate of 1,000,000 shares of Class A Common Stock to Messrs. Chesrown and Berrard in exchange for an aggregate of 1,000,000 shares of Class B Common Stock held by them. Also on the Effective Date, the Company amended its bylaws to reflect the name change to RumbleON, Inc. and to reflect the Company's primary place of business as Charlotte, North Carolina.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Members of NextGen Dealer Solutions, LLC

We have audited the accompanying balance sheets of NextGen Dealer Solutions, LLC as of December 31, 2016 and 2015, and the related statements of operations and changes in members' equity, and cash flows for the year ended December 31, 2016 and the period December 10, 2015 to December 31, 2015. NextGen Dealer Solutions, LLC's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NextGen Dealer Solutions, LLC as of December 31, 2016, and 2015, and the results of its operations and its cash flows for the year ended December 31, 2016 and the period December 10, 2015 to December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

Scharf Pera & Co., PLLC
Charlotte, North Carolina

February 14, 2017

NextGen Dealer Solutions, LLC
Balance Sheets

	At December 31,	
	2016	**2015**
Assets:		
Current Assets		
Cash	$ 46,891	$ 1,500,000
Prepaid expenses	5,635	-
Total current assets	52,526	1,500,000
Property and Equipment - Net of Accumulated Depreciation	1,400,703	1,312,252
Total Assets	**$ 1,453,229**	**$ 2,812,252**
Liabilities and Members' Equity		
Current Liabilities:		
Accounts payable	$ 3,445	$ 21,495
Due to related parties	516,146	77,343
Total current liabilities	519,591	98,838
Commitments and Contingencies	-	-
Members' Equity	933,638	2,713,414
Total liabilities and Members' equity	**$ 1,453,229**	**$ 2,812,252**

See Accompanying Notes to Financial Statements

NextGen Dealer Solutions, LLC
Statements of Operations and Changes in Members' Equity

	For the year ended December 31, 2016	For the period from December 10, 2015 through December 31, 2015
Revenue:		
Gross revenue	$ 138,141	$ 6,257
Cost and Expenses:		
Cost of goods sold	332,559	17,857
General and administrative expenses	1,586,002	96,608
	1,918,561	114,465
Operating Loss	(1,780,420)	(108,208)
Other Income	644	-
Net Loss	(1,779,776)	(108,208)
Members' Equity - Beginning	2,713,414	-
Contributions	-	2,821,622
Members' Equity - Ending	$ 933,638	$ 2,713,414

See Accompanying Notes to Financial Statements

NextGen Dealer Solutions, LLC
Statements of Cash Flows

	For the year ended December 31, 2016	For the period from December 10, 2015 through December 31, 2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (1,779,776)	$ (108,208)
Adjustments to reconcile net loss		
to net cash used in operating activities:		
Depreciation and amortization	253,468	9,370
Changes in operating assets and liabilities:		
Increase in prepaid expenses	(5,635)	-
Increase (decrease) in accounts payable	(18,050)	21,495
Increase in accounts payable - related party	438,803	77,343
Net cash used in operating activities	(1,111,190)	-
CASH FLOWS FROM INVESTING ACTIVITIES		
Investments in software	(341,919)	-
Net cash used in investing activities	(341,919)	-
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from member contribution	-	1,500,000
Net cash provided by financing activities	-	1,500,000
		-
NET (DECREASE) INCREASE IN CASH	(1,453,109)	1,500,000
CASH AT BEGINNING OF PERIOD	1,500,000	-
CASH AT END OF PERIOD	$ 46,891	$ 1,500,000

See Accompanying Notes to Financial Statements

Note 1 - Description of Business and Significant Accounting Policies

Organization

NextGen Dealer Solutions, LLC ("Company") was formed on December 10, 2015 as a limited liability company under the laws of the State of Delaware.

Nature of operations

The Company has developed a software platform for the powersports vehicle industry incorporating modules sales, operations, customer relationship management, equity mining and marketing with dealer management systems and website providers under the brand name of CyclePro Solutions. The solution is intended to provide powersports vehicle dealers with increased visibility and information related to their sales process, inventory levels, and customer data. Additionally, the platform offers dealers the ability to more easily communicate with their customers, with the goal of driving incremental sales. Dealers typically pay monthly subscription fees to access some or all modules on an a la carte basis.

Year end

The Company's year-end is December 31.

Cash and Cash Equivalents

For the statements of cash flows, all highly liquid investments with an original maturity of three months or less are considered to be cash equivalents. The carrying value of these investments approximates fair value.

Software Capitalization

The Company capitalizes the costs associated with the development of the Company's software solutions and website pursuant to ASC Topic 350. Other costs related to the maintenance of the software are expensed as incurred. Amortization is provided over the estimated useful lives of 7 years using the straight-line method for financial statement purposes.

Revenue Recognition

The Company recognizes revenue when all of the following conditions are satisfied: (1) there is persuasive evidence of an arrangement; (2) the product or service has been provided to the customer; (3) the amount of fees to be paid by the customer is fixed or determinable; and (4) the collection of our fees is probable. Dealers typically pay monthly subscription fees to access some or all modules on an a la carte basis, as well as, in certain cases, implementation or training fees.

Cost of Sales

Cost of sales represents amount paid by the Company for hosting of the customer facing website, various data feeds from third parties, and the Company's labor for implementing and training new customers.

Marketing and Advertising Costs

The Company expenses marketing and advertising costs as incurred. The Company's marketing and advertising costs in the period ended December 31, 2016, and December 31, 2015 were $100,235 and $0, respectively, primarily driven by the costs of the marketing services agreement between the Company and a member of the Company. For additional information, see Note 3 "Related Party Transactions."

Fair Value of Financial Instruments

Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of December 31, 2016, and 2015. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values. These financial instruments include cash, prepaid expenses and accounts payable. Fair values approximate carrying values for cash and payables because they are short term in nature and their carrying amounts approximate fair values or they are payable on demand.

FASB ASC 820-10-30-2 establishes a fair value hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring the most observable inputs be used when available. Observable inputs are from sources independent of the Company, whereas unobservable inputs reflect the Company's assumptions about the inputs market participants would use in pricing the asset or liability developed on the best information available in the circumstances. The fair value hierarchy is categorized into three levels based on the inputs as follows:

Level 1: The preferred inputs to valuation efforts are "quoted prices in active markets for identical assets or liabilities," with the caveat that the reporting entity must have access to that market. Information at this level is based on direct observations of transactions involving the same assets and liabilities, not assumptions, and thus offers superior reliability. However, relatively few items, especially physical assets, actually trade in active markets.

Level 2: FASB acknowledged that active markets for identical assets and liabilities are relatively uncommon and, even when they do exist, they may be too thin to provide reliable information. Inputs other than quoted market prices in Level 1 that are observable for the asset or liability, either directly or indirectly, are considered Level 2 inputs.

Level 3: If inputs from levels 1 and 2 are not available, FASB acknowledges that fair value measures of many assets and liabilities are less precise. The board describes Level 3 inputs as "unobservable," and limits their use by saying they "shall be used to measure fair value to the extent that observable inputs are not available." This category allows "for situations in which there is little, if any, market activity for the asset or liability at the measurement date". Earlier in the standard, FASB explains that "observable inputs" are gathered from sources other than the reporting company and that they are expected to reflect assumptions made by market participants.

Income Taxes

The Company is a limited liability company and has elected to be taxed under partnership provisions of the Internal Revenue Code. Under these provisions, the members are taxed on their share of the Company's taxable income. The Company bears no liability or expense for income taxes and none is reflected in these financial statements. Similar provisions apply for state income taxes.

The Company accounts for income taxes in accordance with ASC Topic 740, "Income Taxes." ASC 740-10 clarifies the accounting for income taxes by prescribing a minimum recognition threshold a tax position is required to meet before being recognized in the balance sheet. It also provides guidance on derecognition, measurement and classification of amounts related to uncertain tax positions, accounting for and disclosure of interest and penalties, accounting in interim period disclosures and transition relating to the adoption of new accounting standards. Under ASC 740-10, the recognition for uncertain tax positions should be based on a more-likely-than-not threshold that the tax position will be sustained upon audit. The tax position is measured as the largest amount of benefit that has a greater than fifty percent probability of being realized upon settlement. Management has determined that adoption of this topic has had no effect on the Company's balance sheet. The Company's tax returns for 2016 and 2015 remain open to potential Internal Revenue Service investigation.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles 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 and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Any adjustments applied to estimated amounts are recognized in the year such adjustments are determined.

Recent Pronouncements

The Company has evaluated the recent accounting pronouncements through January 2017 and believes that none of them will have a material effect on the company's financial statements.

Note 2 – Property and Equipment - Software Capitalization

The Company capitalizes the costs associated with the development of the Company's software solutions and website pursuant to ASC Topic 350. Other costs related to the maintenance of the software are expensed as incurred. Additionally, upon formation the Company determined the fair value of software contributed to the Company to be $ 1,312,252. Amortization is provided over the estimated useful lives of 7 years using the straight-line method for financial statement purposes. The Company capitalized a total of $341,919 during the twelve months ending December 31, 2016, and incurred amortization expense for the periods ending December 31, 2016 and December 31, 2015 of $253,468 and $9,370, respectively.

Note 3 - Related Party Transactions

The Company and a technology consulting firm ("Developer") owned and managed by Company's majority Member entered into a Services Agreement in December, 2015 whereby Developer agreed to make available up to 15 full time equivalent resources to perform software development, corrections and testing. Additionally, an entity owned by the majority Member provided billing services and start-up support to the Company ("Services Provider"). The total amounts billed by Developer for development fees in the periods ending December 31, 2016 and December 31, 2015 was $723,475 and $0, respectively. The total amount owed to both the Developer and the Services Provider as of December 2016 and 2015, was $468,932 and $49,433, respectively. Amounts owed to the Developer will be paid as and when the proceeds from the sale of the Company's assets are received.

The Company and its minority member ("Marketing Partner") entered into a Marketing Services Agreement in December, 2015 whereby 1) Marketing Partner would assist in identifying potential customers for Company and facilitate in the closing of sales to such prospective customers; 2) Company would pay Marketing Partner $10,000 per month plus reasonable out of pocket expenses incurred by the Marketing Partner's person(s) assisting Company , and 3) pay to Marketing Partner a percentage of all receipts by Company from such prospects equal to 15% for the first year that such prospect is a customer and 5% for each of the two succeeding years. Amounts billed to Marketing Partner in the periods ending December 31, 2016 and December 31, 2015 were $60,541 and $0, respectively, and the balance owed Marketing Partner at December 31, 2016 and 2015 was $47,214 and $27,910, respectively.

The Company uses a portion of certain leased premises in Irving, Texas that are leased by the majority owner of the Company pursuant to a Sublease Agreement dated October 25, 2016 by and between the landlord and the majority owner. The sublease ends April 30, 2018. The Company uses the premises on a month to month basis. The Company pays $3,488 per month for the use of the premises.

Note 4 – Members' Equity

The Company was formed on December 10, 2015 as a limited liability company under the laws of the State of Delaware. Upon formation on December 10, 2015, the Company authorized the issuance of up to 80,000 Class A Preferred Units and 10,000 Class B Preferred Units; on the same date, the Company issued 60,000 Class A Preferred Units as well as granted a member of the Company an option to purchase 20,000 Class A Preferred Units prior to December 10, 2016. The option was not exercised, so as of each of December 31, 2016 and 2015 there were 60,000 Class A Preferred Units outstanding.

Each of the Class A Preferred Units and Class B Preferred Units are convertible at any time to Common Units; however the Common Units have no preferences related to distributions and the like. As of December 31, 2016, there were no Common Units outstanding.

During the period from December 15, 2015 through the period ended December 31, 2016, there have been no other units, preferred or otherwise, issued, except as noted below.

On August 1, 2016, the Company approved the NextGen Dealer Solutions, LLC Incentive Plan providing for the issuance of up to 15,000 Class C Profit Units; and on the same date, the Company awarded 6,667 Class C Profit Units to one of the Company's employees, representing 10% of total issued and outstanding Units post award. Class C Profit Units have no voting rights, vest over a period of four (4) years, accelerate vesting upon a change in control and share in distributions in accordance with the terms set forth in the Incentive Plan and in the Limited Liability Company Agreement of the Company dated December 10, 2015. No value or expense associated with such grant was recorded.

As part of the initial contributions, one member, in exchange for 40,000 Class A Preferred Units, contributed the sales session management, inventory management, customer relationship management, equity mining, and back office and call center business development center functionality software product and application known as CyclePro, including all designs, source code, databases, user interfaces, and derivatives thereof valued at $1,321,622. The other member, in exchange for 20,000 Class A Preferred Units and an option to purchase an additional 20,000 Class A Preferred Units prior to December 10, 2016, contributed $1,500,000.

Note 5- Subsequent Events

On January 8, 2017, the Company, Halcyon Consulting, LLC ("Halcyon"), and members of Halcyon signatory thereto ("Halcyon Members" and together with Halcyon, the "Halcyon Parties") entered into an Asset Purchase Agreement with Smart Server Inc. ("Smart Server"). The Company and the Halcyon Parties are collectively referred to as the "Seller Parties." The Agreement provides that, upon the terms and subject to the conditions set forth in the Agreement, Smart Server would acquire all of the Company's assets, properties and rights of whatever kind, tangible and intangible, other than the excluded assets under the terms of the Agreement. Smart Server also would assume liability only for certain post-closing contractual obligations pursuant to the terms of the Agreement, primarily related to operating and maintaining the CyclePro application. Additionally, Smart Server agreed to be responsible for certain payroll costs and operating expenses incurred after January 16, 2017, and 2) benefit from all revenue earned from January 16, 2017 forward. The transaction closed on February 8, 2017.

Smart Server acquired substantially all of the assets of the Company in exchange for approximately $750,000 in cash, plus 1,523,809 unregistered shares of common stock of Smart Server (the "Purchaser Shares"), and a subordinated secured promissory note issued by Smart Server in favor of the Company in the amount of $1,333,333 (the "Acquisition Note"). The Acquisition Note matures on the third anniversary of the date the Acquisition Note is entered into (the "Maturity Date"). Interest will accrue on the Acquisition Note (i) at a rate of 6.5% annually from the date the Acquisition Note is entered into through the second anniversary of such date and (ii) at a rate of 8.5% annually from the second anniversary of the date the Acquisition Note is entered into through the Maturity Date.

As of the date of this filing, Smart Server has changed its name to RumbleON, Inc.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

On January 8, 2017, Smart Server, Inc. entered into an Asset Purchase Agreement with NextGen Dealer Solutions, LLC ("NextGen"), Halcyon Consulting, LLC ("Halcyon"), and members of Halcyon signatory thereto ("Halcyon Members," and together with Halcyon, the "Halcyon Parties"), as amended by that certain Assignment, dated January 31, 2017, between the Company and NextGen Pro, LLC (the "NextGen Agreement"). The NextGen Agreement provided that NextGen Pro, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Company, will acquire substantially all of the assets of NextGen in exchange for approximately $750,000 in cash, plus 1,523,809 unregistered shares of Company common stock (the "Purchaser Shares"), and a subordinated secured promissory note issued by the Company in favor of NextGen in the amount of $1,333,333 (the "Acquisition Note"). NextGen and the Halcyon Parties are collectively referred to as the "Seller Parties."

On January 9, 2017, the Company's Board of Directors (the "Board") and stockholders holding 6,375,000 of the Company's issued and outstanding shares of common stock approved an amendment to the Company's Articles of Incorporation (the "Certificate of Amendment") to change the name Smart Server, Inc. to RumbleON, Inc. and to create an additional class of Company common stock. The Certificate of Amendment became effective on February 13, 2017 (the "Effective Date"), after the notice and accompanying Information Statement describing the amendment was furnished to non-consenting stockholders of the Company in accordance with Nevada and Federal securities law.

Immediately before approving the Certificate of Amendment, the Company had authorized 100,000,000 shares of common stock, $0.001 par value (the "Authorized Common Stock"), including 6,400,000 issued and outstanding shares of common stock (the "Outstanding Common Stock," and together with the Authorized Common Stock, the "Common Stock"). Pursuant to the Certificate of Amendment, the Company designated 1,000,000 shares of Authorized Common Stock as Class A Common Stock (the "Class A Common Stock"), which Class A Common Stock ranks pari passu with all of the rights and privileges of the Common Stock, except that holders of Class A Common Stock will be entitled to 10 votes per share of Class A Common Stock issued and outstanding and (ii) all other shares of Common Stock, including all shares of Outstanding Common Stock shall be deemed Class B Common Stock (the "Class B Common Stock"), which Class B Common Stock will be identical to the Class A Common Stock in all respects, except that holders of Class B Common Stock will be entitled to one vote per share of Class B Common Stock issued and outstanding.

Also on January 9, 2017, the Company's Board and stockholders holding 6,375,000 of the Company's issued and outstanding shares of common stock approved the issuance to (i) Mr. Chesrown of 875,000 shares of Class A Common Stock in exchange for an equal number of shares of Class B Common Stock held by Mr. Chesrown, and (ii) Mr. Berrard of 125,000 shares of Class A Common Stock in exchange for an equal number of shares of Class B Common Stock held by Mr. Berrard.

On February 8, 2017 (the "Closing Date"), RumbleON completed the NextGen Acquisition in exchange for $750,000 in cash, the Purchaser Shares, and the Acquisition Note. The Acquisition Note matures on the third anniversary of the Closing Date (the "Maturity Date"). Interest accrues (i) at a rate of 6.5% annually from the Closing Date through the second anniversary of such date and (ii) at a rate of 8.5% annually from the second anniversary of the Closing Date through the Maturity Date.

On February [13], 2017, the Company agreed with the Purchasers in the Private Placement to accelerate the funding of the second tranche of their investment totaling $1.35 million by issuing such Purchasers 1,161,920 shares of the Company's common stock and a note in the amount of $667,000 (the "Investor Note") and cancelling the Loan Agreements.

On February 13, 2017, the Effective Date, the Company filed the Certificate of Amendment with the Secretary of State of the State of Nevada changing the Company's name to RumbleON, Inc. and creating the Class A and Class B Common Stock. Also on the Effective Date, the Company issued an aggregate of 1,000,000 shares of Class A Common Stock to Messrs. Chesrown and Berrard in exchange for an aggregate of 1,000,000 shares of Class B Common Stock held by them. Also on the Effective Date, the Company amended its bylaws to reflect the name change to RumbleON, Inc. and to reflect the Company's primary place of business as Charlotte, North Carolina.

The following Unaudited Pro Forma Condensed Combined Financial Statements are based on the historical financial statements of RumbleON and NextGen after giving effect to the Company’s acquisition of NextGen. The unaudited Pro Forma Condensed Combined Balance Sheet as of December 31, 2016, gives effect to the NextGen Acquisition as if it had occurred on that date. The unaudited Pro Forma Condensed Combined Statement of Operations for the year ended December 31, 2016 gives effect to the NextGen Acquisition as if it had occurred on January 1, 2016.

The Unaudited Pro Forma Condensed Combined Financial Statements should be read in conjunction with RumbleON’s historical consolidated financial statements as of and for the year ended December 31, 2016 and the accompanying notes thereto, as filed with this Annual Report on form 10-K, NextGen’s historical financial statements as of and for the year ended December 31, 2016 and the accompanying notes thereto included with this filing, and the accompanying Notes to these Unaudited Pro Forma Condensed Combined Financial Statements.

The unaudited pro forma financial data are based on the historical financial statements of RumbleON and NextGen, and on publicly available information and certain assumptions RumbleON believes are reasonable, which are described in the notes to the Unaudited Pro Forma Condensed Combined Financial Statements included in this Form 10-K. RumbleON has not performed a detailed valuation analysis necessary to determine the fair market values of NextGen's assets to be acquired and liabilities to be assumed. For the purpose of the Unaudited Pro Forma Condensed Combined Financial Statements, preliminary allocations of estimated acquisition consideration have been based on the payment of $750,000, issuance of the Purchaser Shares, and issuance of the Acquisition Note. The acquisition consideration has been allocated to certain assets and liabilities using management assumptions as further described in the accompanying notes. After the closing of the NextGen Acquisition, RumbleON will complete its valuations of the fair value of the assets acquired and the liabilities assumed and determine the useful lives of the assets acquired.

The Unaudited Pro Forma Condensed Combined Financial Statements are provided for informational purpose only. The pro forma information provided is not necessarily indicative of what the combined company's financial position and results of operations would have actually been had the NextGen Acquisition been completed on the dates used to prepare these pro forma financial statements. The adjustments to fair value and the other estimates reflected in the accompanying Unaudited Pro Forma Condensed Combined Financial Statements may be materially different from those reflected in the combined company's consolidated financial statements subsequent to the NextGen Acquisition. In addition, the Unaudited Pro Forma Condensed Combined Financial Statements do not purport to project the future financial position or results of operations of the merged companies. Reclassifications and adjustments may be required if changes to RumbleON's financial presentation are needed to conform RumbleON's and NextGen Acquisition's accounting policies.

These Unaudited Pro Forma Condensed Combined Financial Statements do not give effect to any anticipated synergies, operating efficiencies or cost savings that may be associated with the transaction. These financial statements also do not include any integration costs the companies may incur related to the NextGen Acquisition as part of combining the operations of the companies. The Unaudited Pro Forma Condensed Combined Statement of Operations do not include an estimate for transaction costs of approximately $175,000.

RumbleON, Inc. and Subsidiary
Pro Forma Condensed Combined Balance Sheet
(unaudited)

	RumbleON	NextGen	Pro Forma Adjustments		Pro Forma Combined
ASSETS					
Current assets:					
Cash	$ 1,350,580	$ 46,891	$ (796,891)	A	$ 600,580
Prepaid expense	1,667	5,635	(5,635)	A	1,667
Total current assets	1,352,247	52,526	(802,526)		602,247
Software , net	-	1,400,703	-		1,400,703
Other assets	45,515	-	-		45,515
Goodwill and other intangibles	-	-	3,349,297	B	3,349,297
Total assets	$ 1,397,762	$ 1,453,229	$ 2,546,771		$ 5,397,762
LIABILITIES AND STOCKHOLDERS' EQUITY					
Current liabilities:					
Accounts payable	$ 139,083	$ 3,445	$ (3,445)	A	$ 139,083
Accounts payable-related party	80,018	516,146	(516,146)	A	80,018
Total current liabilities	219,101	519,591	(519,591)		219,101
Long term liabilities:					
Accrued interest payable - related party	5,508	-	-		5,508
Convertible note payable - related party, net	1,282	-	-		1,282
Deferred tax liability	78,430	-	-		78,430
Promissory note	-	-	1,333,333	C	1,333,333
Total long term liabilities	85,220		1,333,333		1,418,553
Total liabilities	304,321	519,591	813,742		1,637,654
Commitments and contingencies					

Stockholders' equity:				
Preferred stock, $0.001 par value, 10,000,000 shares authorized, 7,923,809, shares issued and outstanding as of December 31, 2016,	6,400	-	1,524 D	7,924
Additional paid-in capital	1,534,015	-	2,665,143 D	4,199,158
Members' equity	-	933,638	(933,638) E	
Subscriptions receivable	(1,000)	-	-	(1,000)
Accumulated deficit	(445,974)	-	-	(445,974)
Total stockholders' equity	1,093,441	933,638	1,733,029	3,760,108
Total liabilities and stockholders' equity	$ 1,397,762	$ 1,453,229	$ 2,546,771	$ 5,397,762

See Accompanying Notes to Pro Forma Financial Statements.

RumbleON, Inc. and Subsidiary
Pro Forma Condensed Combined Statement of Operations
(unaudited)

	RumbleON	NextGen Dealer Solutions	Pro Forma Adjustments		Pro Forma Combined
Revenue	$ -	$ 138,141			$ 138,141
Cost of sales	-	332,559			332,559
Operating expenses:					
General and administrative	57,825	332,534			1,390,359
Depreciation and amortization	1,900	253,468	(33,508)	F	221,860
Impairment of assets	792	-			792
Professional fees	152,876	-			152,876
Total operating expenses	213,393	1,918,561	(33,508)		2,098,446
Other income (expense):					
Other income	-	644			644
Interest expense - related party	(11,698)	-	(86,667)	G	(98,365)
Total other expense	(11,698)	644	(86,667)		(97,721)
Net loss before provision for income taxes	(225,091)	(1,779,776)	(53,159)		(2,058,026)
Benefit for income taxes	513	-			513
Net loss	$ (224,578)	$ (1,779,776)	$ (53,159)		$ (2,057,513)
Weighted average number of common shares outstanding - basic					7,105,179
shares outstanding - diluted					7,105,179

Net loss per share - basic	$ (0.29)
Net loss per share - diluted	$ (0.29)

See Accompanying Notes to Pro Forma Financial Statements.

Notes to Unaudited Pro Forma
Condensed Combined Financial Statements

The following unaudited pro forma financial statements of RumbleON, Inc. (the "Company") are based on the historical financial statements of the Company after giving effect to our purchase of certain assets (the "NextGen Transaction") from NextGen Dealer Solutions, LLC ("NextGen") and the assumptions and adjustments described in the accompanying notes to the unaudited pro forma financial statements.

The unaudited pro forma balance sheet as of December 31, 2016, is presented as if the NextGen Transaction had occurred on December 31, 2016. The unaudited pro forma statements of operations for the year ended December 31, 2016 are presented as if the NextGen Transaction had taken place on January 1, 2016.

The allocation of the purchase price used in the unaudited pro forma financial statements is based upon a preliminary valuation. The estimated fair values of certain assets and liabilities have been determined with the assistance of a third-party valuation firm and such firm's preliminary work. Our estimates and assumptions are subject to change upon the finalization of internal studies and third-party valuations of assets, including investments, property and equipment, intangible assets including goodwill, and certain liabilities.

The unaudited pro forma financial statements are not intended to represent or be indicative of the combined results of operations or financial position of the Company that would have been reported had the NextGen Transaction been completed as of the dates presented, and should not be taken as representative of the future combined results of operations or financial position of the Company.

The unaudited pro forma financial statements do not reflect any revenue enhancements, operating efficiencies, or cost savings that we may achieve. The allocation of the purchase price to the assets and liabilities acquired reflected in this pro forma financial data is preliminary. Accordingly, the actual financial position and results of operations may differ from these pro forma amounts.

Note 1- Basis of Presentation

The unaudited pro forma financial statements of the Company are based on the historical financial statements of RumbleON, Inc. after giving effect to the NextGen Transaction and the assumptions and adjustments described in the accompanying notes to the unaudited pro forma financial statements.

The historical financial statements of NextGen are presented under United States Generally Accepted Accounting Principles ("US GAAP") and as such, the historical statements of income have been adjusted to remove the impact of any asset sales that qualify for discontinued operations treatment. The historical statements of operations present results through income from continuing operations.

The unaudited pro forma balance sheet as of December 31, 2016, is presented as if the NextGen Transaction had occurred on December 31, 2016. The unaudited pro forma statements of operations for the year ended December 31, 2016 and the year ended December 31, 2016 are presented as if the NextGen Transaction had taken place on January 1, 2016.

The allocation of the purchase price used in the unaudited pro forma financial statements is based upon a preliminary valuation. The estimated fair values of certain assets and liabilities have been determined with the assistance of a third-party valuation firm and such firm's preliminary work. Our estimates and assumptions are subject to change upon the finalization of internal studies and third-party valuations of assets, including investments, property and equipment, intangible assets including goodwill, and certain liabilities.

The unaudited pro forma financial statements are not intended to represent or be indicative of the combined results of operations or financial position of the Company that would have been reported had the NextGen Transaction been completed as of the dates presented, and should not be taken as representative of the future combined results of operations or financial position of the Company.

The unaudited pro forma financial statements do not reflect any revenue enhancements, operating efficiencies, or cost savings that we may achieve. The allocation of the purchase price to the assets and liabilities acquired reflected in this pro forma financial data is preliminary. Accordingly, the actual financial position and results of operations may differ from these pro forma amounts.

Note 2- NextGen Transaction

On January 8, 2017, NextGen, Halcyon Consulting, LLC (“Halcyon”), and members of Halcyon signatory thereto (“Halcyon Members” and together with Halcyon, the “Halcyon Parties”) entered into an Asset Purchase Agreement with the Company. NextGen and the Halcyon Parties are collectively referred to as the “Seller Parties.” The Agreement provides that, upon the terms and subject to the conditions set forth in the Agreement, the Company would acquire all of NextGen's assets, properties and rights of whatever kind, tangible and intangible, other than the excluded assets under the terms of the Agreement. The Company also would assume liability only for certain post-closing contractual obligations pursuant to the terms of the Agreement, primarily related to operating and maintaining the CyclePro application. Additionally, The Company agreed to be responsible for certain payroll costs and operating expenses incurred after January 16, 2017, and 2) benefit from all revenue earned from January 16, 2017 forward. The transaction closed on February 8, 2017.

The Company acquired substantially all of the assets of NextGen in exchange for approximately $750,000 in cash, plus 1,523,809 unregistered shares of common stock of the Company (the "Purchaser Shares"), and a subordinated secured promissory note issued by the Company in favor of the NextGen in the amount of $1,333,333 (the "Acquisition Note"). The Acquisition Note matures on the third anniversary of the date the Acquisition Note is entered into (the "Maturity Date"). Interest will accrue on the Acquisition Note and be paid semi-annually (i) at a rate of 6.5% annually from the date the Acquisition Note is entered into through the second anniversary of such date and (ii) at a rate of 8.5% annually from the second anniversary of the date the Acquisition Note is entered into through the Maturity Date.

For purposes of the pro forma December 31, 2016 balance sheet, the total purchase price of $4,750,000 is allocated as follows:

Software, net	$ 1,400,703
Identifiable intangible assets	100,000
Goodwill	3,249,297
	$ 4,750,000

Note 3- Pro Forma Adjustments

The following pro forma adjustments are included in the unaudited pro forma financial statements:

(A) To adjust cash to reflect the payment of $750,000 portion of the consideration to NextGen and working capital remaining with NextGen;

(B) To record goodwill and identifiable intangible assets as part of the transaction;

(C) The issuance by the Company of a Promissory Note in favor of NextGen in the amount of $1,333,333;

(D) The account for the issuance by the Company of 1,523,809 shares of Class B Common Stock to NextGen;

(E) To eliminate the Member’s Equity of NextGen;

(F) To adjust f or depreciation expense on acquired software over its anticipated seven year useful life ; and

(G) To account for interest expense related to the Acquisition Note: principal balance of $1,333,333 and an interest rate of 6.5%.

Exhibit 2.2

ASSIGNMENT

THIS ASSIGNMENT (this " Assignment ") is made and entered into this 8th day of February, 2017, by and among Smart Server, Inc., a Nevada corporation (" Assignor "), and NextGen Pro, LLC, a Delaware limited liability company (" Assignee ").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, dated as of January 8, 2017 (the " APA "), by and among Assignor, NextGen Dealer Solutions, LLC, a Delaware limited liability company (the " Company "), and certain other parties signatory thereto, pursuant to which the Company agreed to sell, and Assignor agreed to purchase the Purchased Assets and assume the Assumed Liabilities; and

WHEREAS, Assignor and Assignee desire for Assignor to assign to Assignee the right under the APA to purchase the Purchased Assets and assume the Assumed Liabilities from the Company.

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

1. Capitalized Terms . The foregoing recitals are hereby incorporated by reference into the body of this Assignment as if fully set forth herein. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the APA.

2. Assignment and Assumption . Assignor hereby assigns to Assignee solely the following rights and obligations under the APA: (i) Assignor's right to acquire the Purchased Assets and (ii) Assignor's obligation to assume the Assumed Liabilities; provided that nothing in this Assignment shall be construed to assign to Assignee any of Assignor's other rights under the APA or any of Assignor's other obligations under the APA, including the obligation to indemnify the Company if, when and to the extent required by the APA.

3. Counterparts . This Assignment may be signed in any number of counterparts and all such counterparts shall be read together and construed as one and the same document. Delivery of an executed signature page of this Assignment by facsimile, PDF or electronic transmission will be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR :

SMART SERVER, INC.,
a Nevada corporation

By: /s/ Marshall Chesrown
Marshall Chesrown, Chief Executive Officer

ASSIGNEE :

NEXTGEN PRO, LLC,
a Delaware limited liability company

By: /s/ Marshall Chesrown
Marshall Chesrown, President

AMENDED BYLAWS
OF
RumbleON, INC.

a Nevada corporation

ARTICLE I
OFFICES

Section 1. PRINCIPAL OFFICES . The principal office shall be in the City of Charlotte, County of Mecklenburg, State of North Carolina.

Section 2. OTHER OFFICES . The board of directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. PLACE OF MEETINGS . Meetings of stockholders shall be held at any place within or without the State of Nevada designated by the board of directors. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the corporation.

Section 2. ANNUAL MEETINGS . The annual meetings of stockholders shall be held at a date and time designated by the board of directors. (At such meetings, directors shall be elected and any other proper business may be transacted by a plurality vote of stockholders.)

Section 3. SPECIAL MEETINGS . A special meeting of the stockholders, for any purpose or purposes whatsoever, unless prescribed by statute or by the articles of incorporation, may be called at any time by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders holding shares in the aggregate entitled to cast not less than a majority of the votes at any such meeting.

The request shall be in writing, specifying the time of such meeting, the place where it is to be held and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the chairman of the board, the president, any vice president or the secretary of the corporation. The officer receiving such request forthwith shall cause notice to be given to the stockholders entitled to vote, in accordance with the provisions of Sections 4 and 5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 3 shall be construed as limiting, fixing or affecting the time when a meeting of stockholders called by action of the board of directors may be held.

Section 4. NOTICE OF STOCKHOLDERS' MEETINGS . All notices of meetings of stockholders shall be sent or otherwise given in accordance with Section 5 of this Article II not less than ten (10) nor more than sixty (60) days before the date of the meeting being noticed. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting the general nature of the business to be transacted, or (ii) in the case of the annual meeting those matters which the board of directors, at the time of giving the notice, intends to present for action by the stockholders. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees which, at the time of the notice, management intends to present for election.

If action is proposed to be taken at any meeting for approval of (i) contracts or transactions in which a director has a direct or indirect financial interest, (ii) an amendment to the articles of incorporation, (iii) a reorganization of the corporation, (iv) dissolution of the corporation, or (v) a distribution to preferred stockholders, the notice shall also state the general nature of such proposal.

Section 5. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE . Notice of any meeting of stockholders shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the stockholder at the address of such stockholder appearing on the books of the corporation or given by the stockholder to the corporation for the purpose of notice. If no such address appears on the corporation's books or is given, notice shall be deemed to have been given if sent by mail or telegram to the corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where this office is located. Personal delivery of any such notice to any officer of a corporation or association or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication. In the event of the transfer of stock after delivery or mailing of the notice of and prior to the holding of the meeting, it shall not be necessary to deliver or mail notice of the meeting to the transferee.

If any notice addressed to a stockholder at the address of such stockholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the stockholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the stockholder upon written demand of the stockholder at the principal executive office of the corporation for a period of one year from the date of the giving of such notice.

An affidavit of the mailing or other means of giving any notice of any stockholders' meeting shall be executed by the secretary, assistant secretary or any transfer agent of the corporation giving such notice, and shall be filed and maintained in the minute book of the corporation.

Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. QUORUM . The presence in person or by proxy of the holders of one-third (33%) of the shares issued and outstanding and entitled to vote at any meeting of stockholders shall constitute a quorum for the transaction of business, except as otherwise provided by statute or the articles of incorporation. The stockholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 7. ADJOURNED MEETING AND NOTICE THEREOF . Any stockholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at such meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting.

When any meeting of stockholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at a meeting at which the adjournment is taken. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 8. VOTING . Unless a record date set for voting purposes be fixed as provided in Section 1 of Article VII of these bylaws, only persons in whose names shares entitled to vote stand on the stock records of the corporation at the close of business on the business day next preceding the day on which notice is given (or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held) shall be entitled to vote at such meeting. Any stockholder entitled to vote on any matter other than elections of directors or officers, may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the stockholder fails to specify the number of shares such stockholder is voting affirmatively, it will be conclusively presumed that the stockholder's approving vote is with respect to all shares such stockholder is entitled to vote. Such vote may be by voice vote or by ballot; provided, however, that all elections for directors must be by ballot upon demand by a stockholder at any election and before the voting begins.

When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the articles of incorporation a different vote is required in which case such express provision shall govern and control the decision of such question. Every stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation.

Section 9. WAIVER OF NOTICE OR CONSENT BY ABSENT STOCKHOLDERS . The transactions at any meeting of stockholders, either annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes thereof. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any regular or special meeting of stockholders, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 4 of this Article II, the waiver of notice or consent shall state the general nature of such proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall also constitute a waiver of notice of such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice if such objection is expressly made at the meeting.

Section 10. STOCKHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. All such consents shall be filed with the secretary of the corporation and shall be maintained in the corporate records. Any stockholder giving a written consent, or the stockholder's proxy holders, or a transferee of the shares of a personal representative of the stockholder of their respective proxy holders, may revoke the consent by a writing received by the secretary of the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

Section 11. PROXIES. Every person entitled to vote for directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy shall be deemed signed if the stockholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by the stockholder or the stockholder's attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless revoked by the person executing it, prior to the vote pursuant thereto, by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by, or attendance at the meeting and voting in person by the person executing the proxy; provided, however, that no such proxy shall be valid after the expiration of six (6) months from the date of such proxy, unless coupled with an interest, or unless the person executing it specifies therein the length of time for which it is to continue in force, which in no case shall exceed seven (7) years from the date of its execution. Subject to the above and the provisions of Section 78.355 of the Nevada General Corporation Law, any proxy duly executed is not revoked and continues in full force and effect until an instrument revoking it or a duly executed proxy bearing a later date is filed with the secretary of the corporation.

Section 12. INSPECTORS OF ELECTION. Before any meeting of stockholders, the board of directors may appoint any persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are appointed, the chairman of the meeting may, and on the request of any stockholder or his proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more stockholders or proxies, the holders of a majority of shares or their proxies present at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may be filled by appointment by the board of directors before the meeting, or by the chairman at the meeting.

The duties of these inspectors shall be as follows:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies;

(b) Receive votes, ballots, or consents;

(c) Hear and determine all challenges and questions in any way arising in connection with the right to vote;

(d) Count and tabulate all votes or consents;

(e) Determine the election result; and

(f) Do any other acts that may be proper to conduct the election or vote with fairness to all stockholders.

ARTICLE III
DIRECTORS

Section 1. POWERS . Subject to the provisions of the Nevada General Corporation Law and any limitations in the articles of incorporation and these bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the power and authority to:

(a) Select and remove all officers, agents, and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the articles of incorporation or these bylaws, fix their compensation, and require from them security for faithful service.

(b) Change the principal executive office or the principal business office from one location to another; cause the corporation to be qualified to do business in any other state, territory, dependency, or foreign country and conduct business within or without the State; designate any place within or without the State for the holding of any stockholders' meeting, or meetings, including annual meetings; adopt, make and use a corporate seal, and prescribe the forms of certificates of stock, and alter the form of such seal and of such certificates from time to time as in their judgment they may deem best, provided that such forms shall at all times comply with the provisions of law.

(c) Authorize the issuance of shares of stock of the corporation from time to time, upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities cancelled, tangible or intangible property actually received.

(d) Borrow money and incur indebtedness for the purpose of the corporation, and cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor.

Section 2. NUMBER OF DIRECTORS . The authorized number of directors shall be no fewer than one (1) nor more than seven (7). The exact number of authorized directors shall be set by resolution of the board of directors, within the limits specified above. The maximum or minimum number of directors cannot be changed, nor can a fixed number be substituted for the maximum and minimum numbers, except by a duly adopted amendment to this bylaw duly approved by a majority of the outstanding shares entitled to vote.

Section 3. QUALIFICATION, ELECTION AND TERM OF OFFICE OF DIRECTORS . Directors shall be elected at each annual meeting of the stockholders to hold office until the next annual meeting, but if any such annual meeting is not held or the directors are not elected at any annual meeting, the directors may be elected at any special meeting of stockholders held for that purpose, or at the next annual meeting of stockholders held thereafter. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified or until his earlier resignation or removal or his office has been declared vacant in the manner provided in these bylaws. Directors need not be stockholders.

Section 4. RESIGNATION AND REMOVAL OF DIRECTORS . Any director may resign effective upon giving written notice to the chairman of the board, the president, the secretary or the board of directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation, in which case such resignation shall be effective at the time specified. Unless such resignation specifies otherwise, its acceptance by the corporation shall not be necessary to make it effective. The board of directors may declare vacant the office of a director who has been declared of unsound mind by an order of a court or convicted of a felony. Any or all of the directors may be removed without cause of such removal is approved by the affirmative vote of a majority of the outstanding shares entitled to vote. No reduction of the authorized number of directors shall have the effect of removing any director before his term of office expires.

Section 5. VACANCIES . Vacancies in the board of directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director. Each director so elected shall hold office until the next annual meeting of the stockholders and until a successor has been elected and qualified.

A vacancy in the board of directors exists as to any authorized position of directors which is not then filled by a duly elected director, whether caused by death, resignation, removal, increase in the authorized number of directors or otherwise.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent shall require the consent of a majority of the outstanding shares entitled to vote. If the resignation of a director is effective at a future time, the board of directors may elect a successor to take office when the resignation becomes effective.

If after the filling of any vacancy by the directors, the directors then in office who have been elected by the stockholders shall constitute less than a majority of the directors then in office, any holder or holders of an aggregate of five percent or more of the total number of shares at the time outstanding having the right to vote for such directors may call a special meeting of the stockholders to elect the entire board. The term of office of any director not elected by the stockholders shall terminate upon the election of a successor.

Section 6. PLACE OF MEETINGS . Regular meetings of the board of directors shall be held at any place within or without the State of Nevada that has been designated from time to time by resolution of the board. In the absence of such designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the board shall be held at any place within or without the State of Nevada that has been designated in the notice of the meeting or, if not stated in the notice or there is not notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in such meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting.

Section 7. ANNUAL MEETINGS . Immediately following each annual meeting of stockholders, the board of directors shall hold a regular meeting for the purpose of transaction of other business. Notice of this meeting shall not be required.

Section 8. OTHER REGULAR MEETINGS . Other regular meetings of the board of directors shall be held without call at such time as shall from time to time be fixed by the board of directors. Such regular meetings may be held without notice, provided the notice of any change in the time of any such meetings shall be given to all of the directors. Notice of a change in the determination of the time shall be given to each director in the same manner as notice for special meetings of the board of directors.

Section 9. SPECIAL MEETINGS . Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board or the president or any vice president or the secretary or any two directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail or facsimile, charges prepaid, addressed to each director at his or her address as it is shown upon the records of the corporation. In case such notice is mailed, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally, or by telephone or facsimile, it shall be delivered personally or by telephone or facsimile at least forty-eight (48) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated to either the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 10. QUORUM . A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Section 78.140 of the Nevada General Corporation Law (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 78.125 (appointment of committees), and Section 78.751 (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 11. WAIVER OF NOTICE . The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum be present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. The waiver of notice of consent need not specify the purpose of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director.

Section 12. ADJOURNMENT . A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 13. NOTICE OF ADJOURNMENT . Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 8 of this Article III, to the directors who were not present at the time of the adjournment.

Section 14. ACTION WITHOUT MEETING . Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. Such written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 15. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the board of directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV
COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of one or more directors, to serve at the pleasure of the board. The board may designate one or more directors as alternate members of any committees, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except with regard to:

(a) the approval of any action which, under the Nevada General Corporation Law, also requires stockholders' approval or approval of the outstanding shares;

(b) the filing of vacancies on the board of directors or in any committees;

(c) the fixing of compensation of the directors for serving on the board or on any committee;

(d) the amendment or repeal of bylaws or the adoption of new bylaws;

(e) the amendment or repeal of any resolution of the board of directors which by its express terms is not so amendable or repealable;

(f) a distribution to the stockholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the board of directors; or

(g) the appointment of any other committees of the board of directors or the members thereof.

Section 2. MEETINGS AND ACTION BY COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article III, Sections 6 (place of meetings), 8 (regular meetings), 9 (special meetings and notice), 10 (quorum), 11 (waiver of notice), 12 (adjournment), 13 (notice of adjournment) and 14 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time or regular meetings of committees may be determined by resolutions of the board of directors and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

ARTICLE V
OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary and a treasurer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any two or more offices may be held by the same person.

Section 2. ELECTION OF OFFICERS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment. The board of directors at its first meeting after each annual meeting of stockholders shall choose a president, a vice president, a secretary and a treasurer, none of whom need be a member of the board. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 3. SUBORDINATE OFFICERS, ETC. The board of directors may appoint, and may empower the president to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. The officers of the corporation shall hold office until their successors are chosen and qualify. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors, at any regular or special meeting thereof, or, except in case of an officer chosen by the board of directors, by any officer upon whom such power or removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at all meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board shall in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. PRESIDENT . Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the business and the officers of the corporation. He shall preside at all meetings of the stockholders and, in the absence of the chairman of the board, of if there be none, at all meetings of the board of directors. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

Section 8. VICE PRESIDENTS . In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws, the president or the chairman of the board.

Section 9. SECRETARY . The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and shall record, keep or cause to be kept, at the principal executive office or such other place as the board of directors may order, a book of minutes of all meetings of directors, committees of directors and stockholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors' and committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the board of directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of stockholders and of the board of directors required by the bylaws or by law to be given, and he shall keep the seal of the corporation in safe custody, as may be prescribed by the board of directors or by the bylaws.

Section 10. TREASURER . The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any director.

The treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as treasurer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the treasurer shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 1. ACTIONS OTHER THAN BY THE CORPORATION . The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

Section 2. ACTIONS BY THE CORPORATION . The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 3. SUCCESSFUL DEFENSE. To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue or matter therein, he must be indemnified by the corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

Section 4. REQUIRED APPROVAL. Any indemnification under Sections 1 and 2, unless ordered by a court or advanced pursuant to Section 5, must be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made:

(a) By the stockholders;

(b) By the board of directors by majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding;

(c) If a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding so orders, by independent legal counsel in a written opinion; or

(d) If a quorum consisting of directors who were not parties to the act, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

Section 5. ADVANCE OF EXPENSES. The articles of incorporation, the bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. The provisions of this section do not affect any rights to advancement of expenses to which corporate personnel other than directors or officers may be entitled under any contract or otherwise by law.

Section 6. OTHER RIGHTS. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this Article VI:

(a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to Section 2 or for the advancement of expenses made pursuant to Section 5, may not be made to or on behalf of any director or officer if a final adjudication establishes that his acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(b) Continues for a person who has ceased to be a director, officer, employee or agent and inures to the benefit of the heirs, executors and administrators of such a person.

Section 7. INSURANCE. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article VI.

Section 8. RELIANCE ON PROVISIONS. Each person who shall act as an authorized representative of the corporation shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

Section 9. SEVERABILITY. If any of the provisions of this Article are held to be invalid or unenforceable, this Article shall be construed as if it did not contain such invalid or unenforceable provision and the remaining provisions of this Article shall remain in full force and effect.

Section 10. RETROACTIVE EFFECT. To the extent permitted by applicable law, the rights and powers granted pursuant to this Article VI shall apply to acts and actions occurring or in progress prior to its adoption by the board of directors.

ARTICLE VII
RECORDS AND BOOKS

Section 1. MAINTENANCE OF SHARE REGISTER. The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, if either be appointed and as determined by resolution of the board of directors, a record of its stockholders, giving the names and addresses of all stockholders and the number and class of shares held by each stockholder.

Section 2. MAINTENANCE OF BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in this State at its principal business office in this State, the original or a copy of the bylaws as amended to date, which shall be open to inspection by the stockholders at all reasonable times during office hours. If the principal executive office of the corporation is outside this state and the corporation has no principal business office in this state, the secretary shall, upon the written request of any stockholder, furnish to such stockholder a copy of the bylaws as amended to date.

Section 3. MAINTENANCE OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the stockholders and the board of directors and any committee or committees of the board of directors shall be kept at such place or places designated by the board of directors, or, in the absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of this corporation and any subsidiary of this corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts. The foregoing rights of inspection shall extend to the records of each subsidiary of the corporation.

Section 4. ANNUAL REPORT TO STOCKHOLDERS. Nothing herein shall be interpreted

as prohibiting the board of directors from issuing annual or other periodic reports to the stockholders of the corporation as they deem appropriate.

Section 5. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for twelve (12) months.

Section 6. ANNUAL LIST OF DIRECTORS, OFFICERS AND RESIDENT AGENT. The corporation shall, on or before April 1st of each year, file with the Secretary of State of the State of Nevada, on the prescribed form, a list of its officers and directors and a designation of its resident agent in Nevada.

ARTICLE VIII
GENERAL CORPORATE MATTERS

Section 1. RECORD DATE. For purposes of determining the stockholders entitled to notice of any meeting or to vote or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days prior to the date of any such meeting nor more than sixty (60) days prior to any other action, and in such case only stockholders of record on the date so fixed are entitled to notice and to vote or to receive the dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date fixed as aforesaid, except as otherwise provided in the Nevada General Corporation Law.

If the board of directors does not so fix a record date:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the board has been taken, shall be the day on which the first written consent is given.

(c) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later.

Section 2. CLOSING OF TRANSFER BOOKS . The directors may prescribe a period not exceeding sixty (60) days prior to any meeting of the stockholders during which no transfer of stock on the books of the corporation may be made, or may fix a date not more than sixty (60) days prior to the holding of any such meeting as the day as of which stockholders entitled to notice of and to vote at such meeting shall be determined; and only stockholders of record on such day shall be entitled to notice or to vote at such meeting.

Section 3. REGISTERED STOCKHOLDERS . The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

Section 4. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS . All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 5. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED . The board of directors, except as in the bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 6. STOCK CERTIFICATES . A certificate or certificates for shares of the capital stock of the corporation shall be issued to each stockholder when any such shares are fully paid, and the board of directors may authorize the issuance of certificates or shares as partly paid provided that such certificates shall state the amount of the consideration to be paid therefor and the amount paid thereon. All certificates shall be signed in the name of the corporation by the president or vice president and by the treasurer or an assistant treasurer or the secretary or any assistant secretary, certifying the number of shares and the class or series of shares owned by the stockholder. When the corporation is authorized to issue shares of more than one class or more than one series of any class, there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any stockholders upon request and without charge, a full or summary statement of the designations, preferences and relatives, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, and, if the corporation shall be authorized to issue only special stock, such certificate must set forth in full or summarize the rights of the holders of such stock. Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

No new certificate for shares shall be issued in place of any certificate theretofore issued unless the latter is surrendered and canceled at the same time; provided, however, that a new certificate may be issued without the surrender and cancellation of the old certificate if the certificate thereto fore issued is alleged to have been lost, stolen or destroyed. In case of any such allegedly lost, stolen or destroyed certificate, the corporation may require the owner thereof or the legal representative of such owner to give the corporation a bond (or other adequate security) sufficient to indemnify it against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 7. DIVIDENDS . Dividends upon the capital stock of the corporation, subject to the provisions of the articles of incorporation, if any, may be declared by the board of directors at any regular or special meeting pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the articles of incorporation.

Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserves in the manner in which it was created.

Section 8. FISCAL YEAR . The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 9. SEAL . The corporate seal shall have inscribed thereon the name of the corporation, the year of its incorporation and the words "Corporate Seal, Nevada."

Section 10. REPRESENTATION OF SHARES OF OTHER CORPORATIONS . The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority herein granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by proxy duly executed by said officer.

Section 11. CONTROL SHARE ACQUISITION EXEMPTION . The corporation elects not to be governed by the provisions of NRS §78.378 to NRS §78.3793 inclusive, generally known as the “Control Share Acquisition Statute” under the Nevada Business Corporation Law, which contains a provision governing “Acquisition of Controlling Interest.”

Section 12. COMBINATIONS WITH INTERESTED STOCKHOLDERS . The corporation elects not to be governed by the provisions of NRS §78.411 through NRS §78.444, inclusive, of the Nevada Business Corporation Law.

Section 13. CONSTRUCTION AND DEFINITIONS . Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Nevada General Corporation Law shall govern the construction of the bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

ARTICLE IX AMENDMENTS

Section 1. AMENDMENTS . These bylaws or any of them may be altered or repealed, and new bylaws may be adopted, by the stockholders by a vote at a meeting or by written consent without a meeting. The board of directors shall also have the power, by a majority vote of the Whole Board, to alter or repeal any of these bylaws, and to adopt new bylaws, except as otherwise provided by law or by the articles of incorporation.

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CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting secretary of RumbleON, Inc., a Nevada corporation; and

2. That the foregoing Amended Bylaws, comprising nineteen (18) pages, constitute the Bylaws of said corporation as duly adopted and approved by the board of directors of said corporation at a duly noticed meeting of the Board of Directors on January 30, 2017, to be effective on February 13, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 13th day of February, 2017.

/s/ Steven Berrard
Steven Berrard, Secretary

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

090204

Filed in the office of	Document Number
Barbara K. Cegavske	20170063581-13
Secretary of State	Filing Date and Time
State of Nevada	02/13/2017 8:00 AM
	Entity Number
	E0514512013-1

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Smart Server, Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

The Company's Articles of Incorporation are being amended to change the name of the Company to RumbleON, Inc. and to create an additional class of common stock of the Company. See attached Exhibit A.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 99.6%

4. Effective date and time of filing: (optional) Date: 2/13/2017 Time: 8:00 AM EST
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X _____
Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
Revised: 1-5-15

Certificate of Amendment

1. The Articles of Incorporation of the corporation is hereby amended by deleting Article I thereof and inserting in lieu of said Article the following new Article I:

" Article I - NAME

The exact name of this corporation is: RumbleON, Inc."

2. The Articles of Incorporation of the corporation is hereby amended by deleting Article VI thereof and inserting in lieu of said Article the following new Article VI:

" Article VI ñ CAPITAL STOCK

Section 1. Authorized Shares . The total number of shares which this corporation is authorized to issue is 100,000,000 shares of Common Stock, of which 1,000,000 shares shall be Class A Common Stock, par value $0.001 per share, and 99,000,000 shares shall be Class B Common Stock, par value $0.001 per share, and 10,000,000 shares of Preferred Stock, par value $0.001 per share.

Section 2. Voting Rights of Stockholders . Each holder of the Class A Common Stock shall be entitled to ten votes for each share of Class A Common Stock standing in his name on the books of the corporation. Each holder of the Class B Common Stock shall be entitled to one vote for each share of Class B Common Stock standing in his name on the books of the corporation.

Section 3. Consideration for Shares . The Common Stock shall be issued for such consideration, as shall be fixed from time to time by the Board of Directors. In the absence of fraud, the judgment of the Directors as to the value of any property or services received in full or partial payment for shares shall be conclusive. When shares are issued upon payment of the consideration fixed by the Board of Directors, such shares shall be taken to be fully paid stock and shall be non-assessable. The Articles shall not be amended in this particular.

Section 4. Stock Rights and Options . The corporation shall have the power to create and issue rights, warrants, or options entitling the holders thereof to purchase from the corporation any shares of its capital stock of any class or classes, upon such terms and conditions and at such times and prices as the Board of Directors may provide, which terms and conditions shall be incorporated in an instrument or instruments evidencing such rights. In the absence of fraud, the judgment of the Directors as to the adequacy of consideration for the issuance of such rights or options and the sufficiency thereof shall be conclusive.

Section 5. Restrictive Covenants . So long as any shares of the Class A Common Stock are outstanding, the corporation shall not take any of the following actions without first obtaining the affirmative written consent of Class A Common Stock holding at least a majority of outstanding shares of the Class A Common Stock:

(a) authorize or issue additional shares of the Class A Common Stock; or

(b) amend, alter or repeal any provisions of the Articles of Incorporation or the Bylaws of the corporation in a manner that adversely affects the powers, preferences or rights of the Class A Common Stock."

AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT

This **AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT** (this "Agreement"), dated as of February 8, 2017, is entered into by and among (i) Smart Server, Inc., a Nevada corporation (the "Company"), (ii) Berrard Holdings Limited Partnership, a Delaware limited partnership ("BHLP"), (iii) Steven R. Berrard ("Berrard" and together with BHLP, "Berrard Holders"), (iv) Marshall Chesrown ("Chesrown" and together with Berrard Holders, the "Major Stockholders" and each, a "Major Stockholder"), and (v) the other stockholders of the Company listed on the signature page (the "Other Stockholders") (each of the Company, the Major Stockholders and the Other Stockholders is a "Party" and collectively are referred to in this Agreement as the "Parties").

WHEREAS, the Parties desire to provide for certain governance rights and other matters, and to set forth certain rights and obligations of the Parties with respect to the Company and the Common Stock (as defined below) owned by such Party on and after the date hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following terms shall have the following respective meanings:

" Accepting Party " has the meaning set forth in Section 2.5(a)(ii).

" Affiliate " means, with respect to any Person, any (a) director, officer, limited or general partner, member or stockholder holding five percent (5%) or more of the outstanding capital stock or other equity interests of such Person, (b) spouse, parent, sibling or descendant of such Person (or a spouse, parent, sibling or descendant of a Person specified in clause (a) above relating to such Person) and (c) other Person that, directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.

" Agreement " has the meaning set forth in the preamble.

" Approved Sale " has the meaning set forth in Section 2.4(a).

" Beneficial Owner " has the meaning given to such term in Rule 13d-3 and Rule 13d-5 promulgated under the Securities Exchange Act.

" Berrard " has the meaning set forth in the preamble.

" Berrard Director " has the meaning set forth in Section 2.1(d).

" Berrard Holders " has the meaning set forth in the preamble.

" BHLP " has the meaning set forth in the preamble.

" Board " means the Board of Directors of the Company.

" Change of Control Transaction " means a transaction or a series of related transactions (including by way of merger, consolidation, recapitalization, or reorganization, but excluding a Stock Sale) the result of which is that the stockholders of the Company immediately prior to such transaction or series of related transactions are (after giving effect to such transaction or series of related transactions) no longer, in the aggregate, the Beneficial Owners, directly or indirectly through one or more intermediaries, of more than 50% of the issued and outstanding voting securities of the Company.

" Charter " has the meaning set forth in Section 2.1(b).

" Chesrown " has the meaning set forth in the preamble.

" Chesrown Directors " has the meaning set forth in Section 2.1(a).

" Committee " has the meaning set forth in Section 2.1(b).

" Common Stock " means the shares of any class of common stock of the Company.

" Company " has the meaning set forth in the preamble.

" Company Transaction Notice " has the meaning set forth in Section 2.4(a).

" Control " means (including, with correlative meanings, " controlled by " and " under common control with "), with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

" Equity Securities " means all shares of capital stock of the Company, including, without limitation, all securities convertible into or exchangeable for shares of capital stock of the Company, and all options, warrants, and other rights to purchase or otherwise acquire from the Company shares of such capital stock, including any stock appreciation or similar rights, contractual or otherwise.

" Exchange Act " means the Securities Exchange Act of 1934, as amended.

" Exempt Sale " means a sale of Common Stock if the number of shares being sold, together with all sales of Common Stock sold for the account of the seller within three months from the date of the proposed sale do not exceed 1% of the shares of Common Stock outstanding as shown by the most recent report or statement published by the Company.

" Exiting Major Stockholder " has the meaning set forth in Section 2.5(b).

" Exiting Stockholder " has the meaning set forth in Section 2.5(a).

" Exiting Stockholder Notice " has the meaning set forth in Section 2.5(a)(i).

" Independent Third Party " means any Person who is not a Stockholder or an Affiliate of any Stockholder.

" Major Stockholders " has the meaning set forth in the preamble and " Major Stockholder " means each of them.

" Minimum Threshold " has the meaning set forth in Section 2.1(a).

" Offered Shares " has the meaning set forth in Section 2.5(a).

" Other Stockholders " has the meaning set forth in the preamble.

" Parties " has the meaning set forth in the preamble and " Party " means each of them.

" Permitted Transfer " means any of the foregoing: (a) a Transfer of Equity Securities as a bona fide gift, (b) a Transfer to such Stockholder's family or by will or intestate succession to such Stockholder's family or to a trust, the beneficiaries of which are exclusively such Stockholder or members of such Stockholder's family, (c) a Transfer by such Stockholder to any entity that is directly or indirectly Controlled by, or is under common Control with, such Stockholder, (d) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the sale of Equity Securities, *provided* that such plan does not provide for the transfer of Equity Securities during the Restricted Period, (e) a Transfer of Equity Securities for purposes of paying any such Stockholder's tax liability related to or in connection with vested equity awards of the Company or (f) in the case of NextGen Dealer Solutions, LLC a transfer to Halcyon Consulting, LLC.

" Person " means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, association or other entity or a governmental entity.

" Public Offering " means any underwritten sale of common equity securities of the Company or any of its subsidiaries (or any corporate successor to either of them) pursuant to an effective registration statement under the Securities Act filed with the SEC.

" Restricted Period " means the earlier of (i) October 19, 2017, or (ii) the date on which the Company receives at least $3,500,000 in proceeds of any equity financing.

" ROFO Acceptance Notice " has the meaning set forth in Section 2.5(a)(ii).

" ROFO Notice Period " has the meaning set forth in Section 2.5(a)(i).

" Sale of the Company " means either (i) the sale, lease, license, transfer, conveyance or other disposition, in one transaction or a series of related transactions, of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole, including through a direct or indirect sale of subsidiary equity securities, or (ii) a Change of Control Transaction.

" SEC " means the U.S. Securities and Exchange Commission.

" Securities Act " means the Securities Act of 1933, as amended.

" Selling Stockholders " has the meaning set forth in Section 2.4(b).

" Stock Sale " has the meaning set forth in Section 2.4(b).

" Stock Sale Notice " has the meaning set forth in Section 2.4(b).

" Stockholders " means the Major Stockholders and the Other Stockholders and " Stockholder " means any of them.

" Transfer " means (i) offer to sell, (ii) pledge of, (iii) sale of, (iv) contract to sell, (v) sale of any option or contract to purchase, (vi) purchase of any option or contract to sell, (vii) grant of any option, right or warrant to purchase, or (viii) lending or otherwise transferring or disposing of, directly or indirectly, any Equity Securities.

ARTICLE II
BOARD REPRESENTATION; LOCK-UP; DRAG-ALONG RIGHTS; RIGHTS OF FIRST OFFER

2.1. Board Representation.

(a) As of the date hereof, the Board shall be comprised of six (6) directors. From and after the date hereof and for so long as Chesrown, or an Affiliate of Chesrown beneficially owns, in the aggregate, at least 1,000,000 shares of the issued and outstanding Common Stock (the "Minimum Threshold"), the Board shall be comprised of no more than six (6) directors, and Chesrown shall be entitled to (i) nominate three (3) individuals to the Board (such individuals, including their respective successors, the "Chesrown Directors"), to serve as members of the Board until their respective successors are elected and qualified, (ii) nominate any successor to each Chesrown Director, and (iii) direct the removal from the Board of any Chesrown Director; *provided* , that at least two of the Chesrown Directors shall be "independent" as defined by the applicable rules and regulations of the SEC and the NASDAQ stock market. The Chesrown Directors shall initially be Marshall Chesrown, Mitch Pierce, and Kevin Westfall.

(b) Beginning with the first annual meeting of stockholders after the date hereof and thereafter, for so long as Chesrown or an Affiliate of Chesrown beneficially owns, in the aggregate, at least the Minimum Threshold, each nomination to the Board of any Chesrown Director for election at an annual meeting of stockholders of the Company shall be made by delivering to the Company a notice signed by Chesrown, which notice shall include the names and qualifications of such proposed Chesrown Directors. As promptly as practicable, the Company shall provide a copy of such notice to the Company's Corporate Governance and Nominating Committee (the "Committee"), which shall, if the proposed Chesrown Director satisfies the criteria for qualifications of directors set forth in the Charter of the Committee (the "Charter") in all material respects, as determined in good faith by the Committee, at the next Committee meeting at which Board nominees are determined for purposes of the Company's annual meeting of stockholders, make a recommendation to the Board that such Chesrown Directors shall be nominated for election to the Board at the Company's next annual meeting of stockholders and shall, in the Company's proxy statement relating to such annual meeting, recommend to the Company's stockholders that the stockholders should vote their Common Stock in favor of the election of the proposed Chesrown Directors. If the Committee reasonably determines in good faith that a proposed Chesrown Director does not meet such criteria, the Committee shall notify Chesrown of such fact within 10 days following receipt of the Chesrown Notice, specifying in reasonable detail the reasons for the determination that such criteria have not been met, and within 10 calendar days Chesrown may submit to the Committee a new proposed Chesrown Director.

(c) For so long as Chesrown or an Affiliate of Chesrown beneficially owns, in the aggregate, at least the Minimum Threshold, each nomination to the Board of any Chesrown Director for election other than at an annual meeting of stockholders of the Company (whether due to the resignation, removal or death of a Chesrown Director or otherwise) shall be made by delivering to the Company a notice signed by Chesrown, which notice shall include the names and qualifications of such proposed Chesrown Director. As promptly as practicable, the Company shall provide a copy of such notice to the Committee, which shall, if the proposed Chesrown Director satisfies the criteria for qualifications of directors set forth in the Charter in all material respects, as determined in good faith by the Committee, as promptly as practicable, make a recommendation to the Board that such Chesrown Directors shall be appointed for election to the Board, which appointment may be made by the Board to the extent permitted pursuant to the Company's bylaws. As promptly as practicable thereafter, the Company shall take or cause to be taken such corporate actions as may be required to cause such appointment to be effected. If the Committee reasonably determines in good faith that such proposed Chesrown Director does not meet such criteria, the Committee shall notify Chesrown of such fact within 10 days of receipt of the Chesrown Notice, specifying in reasonable detail the reasons for the determination that such criteria have not been met, and within 10 calendar days Chesrown may submit to the Committee a new proposed Chesrown Director.

(d) From and after the date hereof and for so long as Berrard, or an Affiliate of Berrard beneficially owns, in the aggregate, at least the Minimum Threshold, the Board shall be comprised of no more than six (6) directors, and Berrard shall be entitled to (i) nominate one individual to the Board (such individual, including such individual's successor, the "Berrard Director"), to serve as a member of the Board until the Berrard Director's successor is elected and qualified, (ii) nominate any successor to the Berrard Director, and (iii) direct the removal from the Board of the Berrard Director. The Berrard Director shall initially be Steven R. Berrard.

(e) Beginning with the first annual meeting of stockholders following the date hereof and thereafter, for so long as Berrard, or an Affiliate of Berrard beneficially owns, in the aggregate, at least the Minimum Threshold, each nomination to the Board of any Berrard Director for election at an annual meeting of stockholders of the Company shall be made by delivering to the Company a notice signed by Berrard, which notice shall include the name and qualifications of the proposed Berrard Director. As promptly as practicable, the Company shall provide a copy of such notice to the Committee which shall, if the proposed Berrard Director satisfies the criteria for qualifications of directors set forth in the Charter in all material respects, as determined in good faith by the Committee, at the next Committee meeting at which Board nominees are determined for purposes of the Company's annual meeting of stockholders, make a recommendation to the Board that such Berrard Director shall be nominated for election to the Board at the Company's next annual meeting of stockholders and shall, in the Company's proxy statement relating to such annual meeting, recommend to the Company's Stockholders that the Stockholders should vote their Common Stock in favor of the election of the proposed Berrard Director. If the Committee reasonably determines in good faith that a proposed Berrard Director does not meet such criteria, the Committee shall notify Berrard of such fact within 10 days following receipt of the Berrard Notice, specifying in reasonable detail the reasons for the determination that such criteria have not been met, and within 10 calendar days Berrard may submit to the Committee a new proposed Berrard Director.

(f) For so long as Berrard or an Affiliate of Berrard beneficially owns, in the aggregate, at least the Minimum Threshold, each nomination to the Board of any Berrard Director for election other than at an annual meeting of stockholders of the Company (whether due to the resignation, removal or death of a Berrard Director or otherwise) shall be made by delivering to the Company a notice signed by Berrard, which notice shall include the names and qualifications of such proposed Berrard Director. As promptly as practicable, the Company shall provide a copy of such notice to the Committee, which shall, if the proposed Berrard Director satisfies the criteria for qualifications of directors set forth in the Charter in all material respects, as determined in good faith by the Committee, as promptly as practicable, make a recommendation to the Board that such Berrard Director shall be appointed for election to the Board, which appointment may be made by the Board to the extent permitted pursuant to the Company's bylaws. As promptly as practicable thereafter, the Company shall take or cause to be taken such corporate actions as may be required to cause such appointment to be effected. If the Committee reasonably determines in good faith that such proposed Berrard Director does not meet such criteria, the Committee shall notify Berrard of such fact within 10 days of receipt of the Berrard Notice, specifying in reasonable detail the reasons for the determination that such criteria have not been met, and within 10 calendar days Berrard may submit to the Committee a new proposed Berrard Director.

(g) The Company shall include in the slate of nominees recommended by the Board for election as directors each Chesrown Director and the Berrard Director for so long as Chesrown and Berrard, respectively, are entitled to nominate the Chesrown Directors and the Berrard Director pursuant to this Agreement. Each of Berrard, Chesrown, and each of the Stockholders covenants and agrees to vote all Equity Securities held by such person or their Affiliate for the election to the Board of all individuals nominated in accordance with this Section 2.1.

2.2. Vacancies and Removal .

Each Stockholder agrees to vote, or cause to be voted, all Equity Securities beneficially owned by it, or over which such Person has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) the Berrard Director and the Chesrown Directors are elected at each annual meeting of the Company's stockholders and serve until their successors are duly elected and qualified or until their earlier resignation or removal in accordance with this Agreement;

(b) neither the Berrard Director nor any Chesrown Director is removed from office unless such removal is directed or approved by Berrard or Chesrown, respectively, or such removal is for cause, as reasonably determined in good faith by the Board; and

(c) any vacancies created by the resignation, removal or death of the Berrard Director or any Chesrown Director shall be filled as proposed by Berrard or Chesrown, respectively, in accordance with Section 2.1 of this Agreement.

2.3. Restrictions on Transfer and Other Agreements .

(a) Each Stockholder hereby agrees that such Stockholder will not, prior to the end of the Restricted Period, Transfer any Common Stock held by such Stockholder as of the date hereof. The foregoing sentence shall not apply to (a) any Permitted Transfer of Common Stock acquired prior to the date hereof, (b) any Transfer of Common Stock acquired by a Stockholder after the date hereof, or (c) any Transfer by any Other Stockholder which is approved in writing by the Major Stockholders. For purposes of this Section 2.3(a), to the extent any Transfer of Common Stock by a Stockholder reduces the number of shares of Common Stock held by such Stockholder below the number of shares held by such Stockholder as of the date hereof such Transfer shall constitute a Transfer of Common Stock acquired prior to the date hereof.

(b) Neither any Stockholder nor any of its Affiliates shall grant any proxy or enter into or agree to be bound by any voting trust, agreement or arrangement of any kind with any Person with respect to its Common Stock if and to the extent the terms thereof conflict with the provisions of this Agreement and each Stockholder shall take all necessary actions within its power to cause the Company to comply with the provisions of this Agreement.

(c) For as long as this Agreement remains in effect, any Person acquiring Common Stock from a Stockholder, other than any Person acquiring such Common Stock in an Exempt Sale, as a condition of effecting the Transfer on the books of the Company and acquiring any rights as a stockholder of the Company, shall execute and deliver to the Company a joinder agreeing to be bound by the terms of this Agreement in the same capacity as the transferring Stockholder.

2.4. Drag-Along Rights .

(a) If (1) the Board approves a Sale of the Company or the Company's stockholders receive a tender offer (other than a self tender) with respect to a majority of the issued and outstanding Common Stock and (2) each Major Stockholder that owns 10% or more of the issued and outstanding Common Stock votes or consents in writing to such Sale of the Company or agrees in writing to so vote or consent or, if applicable, tenders pursuant to such tender offer all (but not less than all) Common Stock of which such Major Stockholder is a Beneficial Owner (any Sale of the Company or tender offer that meets the requirements set forth in clauses (1) and (2), an "Approved Sale"), then, promptly after the satisfaction of both conditions, Major Stockholders that individually own 10% or more of the issued and outstanding Common Stock at the time of the Board approval, acting jointly with each other such Major Stockholder (or individually if there is only one Major Stockholder owning 10% or more of the issued and outstanding Common Stock at such time), may issue a written notice to all Other Stockholders stating that the transaction constitutes an Approved Sale and specifying the material terms of such Approved Sale (the "Company Transaction Notice"). From and after the date on which any Other Stockholder is in receipt of the Company Transaction Notice, such Other Stockholder shall vote for (whether at a meeting of stockholders or by written consent), cooperate with and raise no objections against , waive any dissenters rights, appraisal rights or similar rights, not otherwise impede, delay or dispute such Approved Sale and, in the case of a tender offer that constitutes an Approved Sale, tender their Common Stock in accordance with the terms of the tender offer. In the event that any Other Stockholder fails to comply with the terms of this Section 2.4(a), such Other Stockholder shall not be entitled to receive the consideration to which he, she or it is entitled until such Other Stockholder so complies.

(b) If the stockholders of the Company, including each Major Stockholder (such stockholders together, the "Selling Stockholders"), enter into a binding agreement to sell Common Stock representing more than 50% of the issued and outstanding Common Stock as of the date of the binding agreement (such sale, the "Stock Sale"), the Major Stockholders shall deliver to all Other Stockholders, with a copy to the Company, a written notice specifying the pricing and other material terms of the Stock Sale (the "Stock Sale Notice"). From and after the date on which any Other Stockholder is in receipt of the Stock Sale Notice, such Other Stockholder shall agree to sell and shall sell in the Stock Sale on the terms and conditions thereof all Common Stock owned by the Other Stockholders. Without limiting the foregoing,

(i) each Other Stockholder shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Stockholders make or provide in connection with the Stock Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Selling Stockholder, such Other Stockholder shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to such Other Stockholder); *provided* , that all representations, warranties, covenants and indemnities shall be made by such Other Stockholder severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by such Other Stockholder, in each case in an amount not to exceed the aggregate proceeds received by such Other Stockholder in connection with the Stock Sale; and

(ii) the Company and each Other Stockholder shall take all necessary or desirable actions in connection with the consummation of the Stock Sale and any related transactions as reasonably requested by the Selling Stockholders, including (A) retaining investment bankers and other advisors approved by the Selling Stockholders; (B) furnishing information and copies of documents, (C) preparing and making filings with governmental authorities; (D) providing assistance with legal, accounting, tax, financial, benefits and other due diligence; and (E) otherwise cooperating with the Selling Stockholders and their respective representatives.

(c) The obligations of each Other Stockholder under Sections 2.4(a) and under Section 2.4(b) with respect to a Stock Sale are subject to the satisfaction of the following conditions: (i) that such Other Stockholder shall receive in exchange for his, her or its Common Stock the same form and amount of consideration per share of Common Stock as is received by each other holder of the same class of Common Stock and (ii) that such Approved Sale or Stock Sale is to an Independent Third Party.

(d) Each Other Stockholder hereby constitutes and appoints the Board in the case of an Approved Sale pursuant to Section 2.4(a) or the Selling Stockholders or their authorized representative in the case of a Stock Sale pursuant to Section 2.4(b) with full power of substitution, as his, her, or its true and lawful agent and attorney-in-fact, with full power and authority in his, her or its name, place and stead to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices to do and perform everything required or permitted to be done in connection with any Approved Sale or Stock Sale, as fully to all intents and purposes as such Other Stockholder might or could do in person, including taking any and all action on behalf of such Other Stockholder from time to time as contemplated hereunder, including executing and/or approving, on behalf of such Other Stockholder, any merger agreement, stock sale agreement, asset sale agreement or similar agreement relating to the Approved Sale or the Stock Sale, as the case may be, and any amendments thereto and waivers thereof, any transmittal letters and stock powers necessary to Transfer or surrender such Other Stockholder's Common Stock in accordance with any such agreement, and any other agreements, consents, approvals, resolutions, certificates, or other documents reasonably necessary or desirable to be executed and delivered in connection with the Approved Sale or the Stock Sale, as applicable. The foregoing powers of attorney are irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of such Other Stockholder and shall extend to such Other Stockholder’s heirs and personal representatives.

(e) The provisions of this Section 2.4 shall terminate and shall be of no further force or effect on December 31, 2018; provided that the Stockholders shall comply with the provisions of this Section with respect to any Company Transaction Notice or Stock Sale Notice delivered or required to be delivered prior to December 31, 2018.

2.5. Rights of First Offer .

(a) Except for Permitted Transfers, Exempt Sales and Transfers required pursuant to Section 2.4(a) or Section 2.4(b), if any Other Stockholder (such Stockholder, the "Exiting Stockholder") proposes to Transfer any Common Stock owned by it (the "Offered Shares") to any proposed transferee(s), the Exiting Stockholder shall first make an offering of the Offered Shares to the Major Stockholders and the Company in accordance with the provisions of this Section 2.5(a).

(i) The Exiting Stockholder shall give written notice (the "Exiting Stockholder Notice") to the Company and the Major Stockholders stating its bona fide intention to Transfer the Offered Shares and specifying the number of Offered Shares and the material terms and conditions, including the price, pursuant to which the Exiting Stockholder proposes to Transfer the Offered Shares. The Exiting Stockholder Notice shall constitute the Exiting Stockholder's offer to Transfer the Offered Shares to the Major Stockholders and the Company, which offer shall be irrevocable for a period of 20 business days (the "ROFO Notice Period"). By delivering the Exiting Stockholder Notice, the Exiting Stockholder represents and warrants to the Company and each Major Stockholder that (x) the Exiting Stockholder has full right, title and interest in and to the Offered Shares, (y) the Exiting Stockholder has all the necessary power and authority and has taken all necessary action to sell such Offered Shares as contemplated by this Section 2.5(a), and (z) the Offered Shares are free and clear of any and all liens other than those arising as a result of or under the terms of this Agreement.

(ii) Upon receipt of the Exiting Stockholder Notice, each Major Stockholder and the Company shall have the right, exercisable by delivering a written notice (a "ROFO Acceptance Notice") to the Exiting Stockholder prior to the end of the ROFO Notice Period, to purchase all (but not less than all) of the Offered Shares on the terms specified in the Exiting Stockholder Notice. Any ROFO Acceptance Notice so delivered shall be binding upon delivery and irrevocable by the Person delivering the notice. If more than one Person delivers a ROFO Acceptance Notice (each such Person, the "Accepting Party"), the Offered Shares shall be sold to each Accepting Party in equal shares (i.e. if each Major Stockholder and the Company accept, each such Person will acquire one-third of the Offered Shares), provided that Berrard and BHLP shall be treated as a single Person for purposes of this sentence. The Exiting Stockholder and each Accepting Party shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 2.5(a) including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate, and shall use their respective commercially reasonable efforts to consummate such sale as soon as practicable.

(iii) If the Company or any Major Stockholder does not deliver a ROFO Acceptance Notice during the ROFO Notice Period, such Person shall be deemed to have waived all of its or his rights to purchase the Offered Shares under this Section 2.5(a) in connection with the offering to which the Exiting Stockholder Notice relates. If neither any Major Stockholder nor the Company delivers a ROFO Acceptance Notice in accordance with Section 2.5(a)(ii), the Exiting Stockholder may, during the 60 day period following the expiration of the ROFO Notice Period and subject to any other applicable restrictions set forth in this Agreement, Transfer all of the Offered Shares to another transferee on terms and conditions no more favorable to that transferee than those set forth in the Exiting Stockholder Notice. If the Exiting Stockholder does not Transfer the Offered Shares within such 60 day period, the rights provided hereunder shall be deemed to be revived and the Offered Shares shall not be Transferred to the proposed transferee(s) unless the Exiting Stockholder sends a new Exiting Stockholder Notice in accordance with, and otherwise complies with, this Section 2.5(a).

(b) If Berrard or BHLP on the one hand or Chesrown on the other hand (any such Major Stockholder, the "Exiting Major Stockholder") proposes to Transfer any Common Stock owned by such Person to any another Person, other than in an Exempt Sale, Permitted Transfer or pursuant to a Sale of the Company or a Stock Sale, the Exiting Major Stockholder shall first make an offering of such Common Stock to the Company and the other Major Stockholders; and such offeree(s) shall have the right to purchase such Common Stock from the Exiting Major Stockholder. The provisions of Section 2.5(a), including the obligation to deliver the Exiting Stockholder Notice to the Company and the other Major Stockholders, shall apply to any such offering (treating an Exiting Major Stockholder as an Exiting Stockholder and not as a Major Stockholder).

(c) This Section 2.5 shall terminate on the earlier of (i) June 30, 2018 and (ii) the date on which the Major Stockholders terminate the same by written notice to the Other Stockholders; provided that in the case of the termination pursuant to clause (i) the Stockholders shall comply with the provisions of this Section 2.5 with respect to any Exiting Stockholder Notice delivered or required to be delivered prior to June 30, 2018.

ARTICLE III
MISCELLANEOUS

3.1. Termination .

This Agreement shall terminate and be of no further force and effect upon the written agreement of Mr. Berrard and Mr. Chesrown.

3.2. Successors and Assigns; Beneficiaries .

Except as otherwise provided herein, all of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and permitted assigns of the parties hereto and any of their respective successors and permitted assigns. This Agreement may not be assigned without the express prior written consent of the other parties hereto, and any attempted assignment, without such consents, will be null and void.

3.3. Amendment and Modification; Waiver of Compliance .

(a) This Agreement may be amended only by a written instrument duly executed by the Company and the Parties hereto.

(b) Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

3.4. Notices .

Any notice, request, claim, demand, document and other communication hereunder to any party shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by e-mail, facsimile, or first class mail, or by Federal Express, United Parcel Service or other similar courier or other similar means of communication to:

the Company, BHLP or Berrard:

4521 Sharon Road
Suite 370
Charlotte, NC 28211
sberrard@newrivercapital.com

with a copy to:

Akerman LLP
Attn: Michael Francis
350 East Las Olas Blvd, Suite 1600
Fort Lauderdale, FL 33301
michael.francis@akerman.com
Fax: 954.463.2224

Chesrown:

Marshall Chesrown
7303 Tidal Trace
Arlington, TX 76016
marshallchesrown@gmail.com

with a copy to:

S. Lee Terry, Jr.
Davis Graham & Stubbs LLP
1550 17 th Street #500
Denver, CO 80202
less.terry@dgslaw.com
Fax: 303.893.1379

The Stockholders:

at such address set forth opposite such Stockholder's
name on the signature page,

or, in each case, to such other address as such party may designate in writing to the other parties by written notice given in the manner specified herein.

3.5. Specific Performance .

Each party hereto acknowledges and agrees that in the event of any breach of this Agreement by any of them, the other parties hereto would be irreparably harmed and could not be made whole by monetary damages. Each party accordingly agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and agrees that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to specific performance of this Agreement without the posting of bond.

3.6. Entire Agreement .

The provisions of this Agreement and the other writings referred to herein or delivered pursuant hereto which form a part hereof contain the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior oral and written agreements and memoranda and undertakings among the parties hereto with regard to such subject matter, including that certain Stockholders' Agreement dated October 19, 2016 by and among the Company, Berrard Holders, Chesrown and the other Company stockholders signatory thereto, as amended prior to the date hereof.

3.7. Severability .

If any provision of this Agreement, or the application of such provision to any Person or circumstance or in any jurisdiction, shall be held to be invalid or unenforceable to any extent, (i) the remainder of this Agreement shall not be affected thereby, and each other provision hereof shall be valid and enforceable to the fullest extent permitted by law, (ii) as to such Person or circumstance or in such jurisdiction such provision shall be reformed to be valid and enforceable to the fullest extent permitted by law and (iii) the application of such provision to other Persons or circumstances or in other jurisdictions shall not be affected thereby.

3.8. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to conflicts of law principles thereof.

3.9. Waiver of Jury Trial .

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES OR ANY OF THEM IN RESPECT OF THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION. EACH PARTY AGREES THAT THE OTHER MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

3.10. Counterparts .

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.11. Further Assurances .

At any time or from time to time after the date hereof, the parties hereto agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as any other party may reasonably request in order to evidence or effectuate the provisions of this Agreement and to otherwise carry out the intent of the parties hereunder.

3.12. Schedule 13D .

In accordance with the requirements of Rule 13d-1(k) under the Exchange Act, and subject to the limitations set forth therein, each Stockholder agrees to file, if appropriate, Schedule 13D no later than 10 calendar days following the date hereof and, if required, a Form 3 no later than 10 calendar days following the date on which a Stockholder first acquires Equity Securities.

IN WITNESS WHEREOF, each of the undersigned has signed this Stockholders' Agreement as of the date first above written.

Smart Server, Inc.

By: /s/ Marshall Chesrown
Title: Chief Executive Officer

Berrard Holdings Limited Partnership

By: /s/ Steven R. Berrard
Title: _____

/s/ Steven R. Berrard
Steven R. Berrard
/s/ Marshall Chesrown
Marshall Chesrown

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder:

By: /s/ Marshall Chesrown
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder:
By: /s/ Lori Sue Chesrown
Name: Lori Sue Chesrown
Title: _____

[Signature Page to Stockholders' Agreement]

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder:
By: /s/ Thomas Aucamp_____
Name: Thomas Aucamp_____
Title: _____

[Signature Page to Stockholders' Agreement]

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder:
By: /s/ Beverley Rath
Name: Beverley Rath
Title: _____

[Signature Page to Stockholders' Agreement]

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder:
By: /s/ Jay Goodart
Name: Jay Goodart
Title: _____

[Signature Page to Stockholders' Agreement]

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder: Blue Flame Capital, LLC
By: /s/ Denmar J. Dixon
Name: Denmar J. Dixon
Title: Managing Partner

[Signature Page to Stockholders' Agreement]

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder:
By: /s/ Steven R. Berrard
Name: Steven R. Berrard
Title: CFO

[Signature Page to Stockholders' Agreement]

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder:
By: /s/ Jeffrey Cheek_____
Name: Jeffrey Cheek_____
Title: _____

[Signature Page to Stockholders' Agreement]

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder: NextGen Dealer Solutions, LLC
By: /s/ Kartik Kakarala
Name: Kartik Kakarala
Title: President

[Signature Page to Stockholders' Agreement]

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder:
By: /s/ Jack Lynn
Name: Jack Lynn
Title: _____

[Signature Page to Stockholders' Agreement]

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder:
By: /s/ Thomas Byrne
Name: Thomas Byrne
Title: _____

[Signature Page to Stockholders' Agreement]

IN WITNESS WHEREOF, the undersigned has signed this Stockholders' Agreement as of the date first above written.

Stockholder:
By: /s/ Ralph Wegis
Name: Ralph Wegis
Title: _____

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this " Agreement "), dated as of February 8, 2017 (the " Effective Date "), is by and among Smart Server, Inc., a Nevada corporation (the " Company "), NextGen Dealer Solutions, LLC, a Delaware limited liability company (the " Stockholder "), and Kartik Kakarala, as the representative of the Stockholder (the " Representative "). Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement, dated as of January 8, 2017, by and among the parties hereto, Halcyon Consulting, LLC and Srinivas Kakarala (the " Purchase Agreement ").

WHEREAS , the Company has agreed to provide Stockholder certain registration rights with respect to shares of common stock of the Company, par value $0.001 per share (the " Purchaser Shares "), under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the " Securities Act "), and applicable state securities laws.

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

1. DEFINITIONS .

As used in this Agreement, the following terms shall have the following meanings:

(a) " FINRA " means the Financial Industry Regulatory Authority, Inc.

(b) " NextGen Seller " means the Stockholder and any transferee or assignee to whom the Stockholder assigns its rights under this Agreement in accordance with Section 8 and who agrees to become bound by the provisions of this Agreement, and any transferee or assignee thereof to whom a transferee or assignee assigns its rights under this Agreement in accordance with Section 9 and who agrees to become bound by the provisions of this Agreement.

(c) " Person " means any individual or entity including but not limited to any corporation, limited liability company, association, partnership, organization, business, individual, governmental or political subdivision thereof or governmental agency.

(d) " Registrable Securities " means (i) any Purchaser Shares owned by any NextGen Seller at any time and (ii) any other securities issued or issuable with respect to any Purchaser Shares by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization (it being understood that for purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected). As to any particular Registrable Securities, once issued, such Registrable Securities shall cease to be Registrable Securities when (x) they have been registered under the Securities Act, the registration statement in connection therewith has been declared effective, and they have been disposed of pursuant to such effective registration statement, (y) they are eligible to be sold or distributed pursuant to Rule 144 by such NextGen Seller without limitation, or (z) they shall have ceased to be outstanding.

(e) " Rule 415 " means Rule 415 under the Securities Act or any successor rule providing for offering securities on a continuous or delayed basis.

(f) " SEC " means the United States Securities and Exchange Commission.

2. REGISTRATION .

(a) Mandatory Registration. The Company shall, no later than June 30, 2017, file with the SEC a registration statement on an appropriate form covering the NextGen Sellers' Registrable Securities so as to permit the resale of such Registrable Securities by the NextGen Sellers under Rule 415 under the Securities Act at then prevailing market prices (and not fixed prices) (the " Shelf Registration Statement "). The Shelf Registration Statement shall register only the Registrable Securities. The Representative (on behalf of the NextGen Sellers) and one counsel to the NextGen Sellers shall have a reasonable opportunity to review and comment upon the Shelf Registration Statement and any amendment or supplement to such Shelf Registration Statement and any related prospectus prior to its filing with the SEC, and the Company shall incorporate all such reasonable comments from the Representative and the NextGen Sellers' counsel. The Company shall use commercially reasonable efforts to have the Shelf Registration Statement and any amendment declared effective by the SEC at the earliest possible date. The Company shall use commercially reasonable efforts to maintain the Shelf Registration Statement effective pursuant to Rule 415 promulgated under the Securities Act and available for the resale by the NextGen Sellers of all of the Registrable Securities covered thereby at all times until the date on which the NextGen Sellers shall have sold all the Registrable Securities covered thereby (the " Registration Period ") or when such securities are no longer Registrable Securities.

(b) Rule 424 Prospectus . The Company shall, as required by applicable securities regulations, from time to time file with the SEC, pursuant to Rule 424 promulgated under the Securities Act, the prospectus and prospectus supplements, if any, to be used in connection with sales of the Registrable Securities under the Shelf Registration Statement. The Representative and its counsel shall have a reasonable opportunity to review and comment upon such prospectus and prospectus supplements prior to any filing thereof with the SEC, and the Company shall incorporate all such reasonable comments from the Representative and NextGen Sellers' counsel.

(c) Sufficient Number of Shares Registered . In the event that at any time, the number of shares registered pursuant to the Shelf Registration Statement is insufficient to cover all of the Registrable Securities, the Company shall amend the Shelf Registration Statement or file a new Shelf Registration Statement (any such new registration statement, a " New Registration Statement ", and together with the initial Shelf Registration Statement, the " Registration Statements "), so as to cover all of such Registrable Securities as soon as practicable, but in any event not later than thirty (30) Business Days after the necessity therefor arises. The Company shall use commercially reasonable efforts to cause such amendment to the Shelf Registration Statement or New Registration Statement, as applicable, to become effective as soon as practicable following the filing thereof. The Registration Statements (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

3. REGISTRATION PROCEDURES AND OBLIGATIONS .

With respect to the Registrable Securities registered pursuant to any Registration Statement, the Company shall use commercially reasonable efforts to effect the registration of such Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

(a) The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to any Registration Statement and the prospectus used in connection with such Registration Statement as may be necessary to keep such Registration Statement effective at all times during the Registration Period, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by any Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement.

(b) With respect to each registration statement filed pursuant to this Agreement and any and all amendments and supplements thereto, the Company shall permit the Representative to review and comment thereupon at least five (5) Business Days prior to its filing with the SEC, and the Company shall not file any registration statement, amendment or supplement thereto, or prospectus or prospectus supplement in a form to which the Representative reasonably objects. The Company shall furnish to Representative, without charge, any correspondence from the SEC to the Company or its representatives relating to any registration statement filed hereunder, and any and all amendments and supplements to such registration statements.

(c) Upon request of the Representative, the Company shall furnish to the Representative, (i) promptly after the same is prepared and filed with the SEC, at least one copy of each registration statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits, (ii) upon the effectiveness of any registration statement, a copy of the prospectus included in such registration statement and all amendments and supplements thereto (or such other number of copies as the Representative may reasonably request) and (iii) such other documents, including copies of any preliminary or final prospectus, as the Representative may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities.

(d) Without limitation of any of the foregoing obligations of the Company, the Company shall use commercially reasonable efforts to (i) register and qualify the Registrable Securities covered by a registration statement under such other securities or "blue sky" laws of such jurisdictions in the United States as the Representative reasonably requests, (ii) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) cause the Registrable Securities covered by any registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Securities and (iv) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; *provided, however* , that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d) , (y) subject itself to general taxation in any such jurisdiction or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify the Representative of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

(e) As promptly as practicable after becoming aware of such event or facts, the Company shall notify the Representative in writing of the happening of any event or existence of such facts as a result of which the prospectus included in any registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and promptly prepare a supplement or amendment to such registration statement to correct such untrue statement or omission, and deliver a copy of such supplement or amendment to the Representative (or such other number of copies as the Representative may reasonably request). The Company shall also promptly notify the Representative in writing (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and when a registration statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to the Representative by email or facsimile on the same day of such effectiveness and by overnight mail), (ii) of any request by the SEC for amendments or supplements to any registration statement or related prospectus or related information, and (iii) of the Company's reasonable determination that a post-effective amendment to a registration statement would be appropriate.

(f) The Company shall use commercially reasonable efforts to prevent the issuance of any stop order or other suspension of effectiveness of any registration statement, or the suspension of the qualification of any Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify the Representative of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(g) The Company shall cause all the Registrable Securities to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed. The Company shall pay all fees and expenses in connection with satisfying such obligations.

(h) The Company shall cooperate with the Representative to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be offered pursuant to any registration statement and enable such certificates to be in such denominations or amounts as the Representative may reasonably request and registered in such names as the NextGen Sellers may request, and upon sale, to not bear any restrictive legend.

(i) The Company shall at all times provide a transfer agent and registrar with respect to the Registrable Securities.

(j) If reasonably requested by the Representative, the Company shall (i) as soon as reasonably practicable, incorporate in a prospectus supplement or post-effective amendment such information as the Representative believes should be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities; and (ii) make all required filings of such prospectus supplement or post-effective amendment as soon as practicable upon notification of the matters to be incorporated in such prospectus supplement or post-effective amendment.

(k) Within one (1) Business Day after any registration statement which includes the Registrable Securities is declared effective by the SEC, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Representative) confirmation that such registration statement has been declared effective by the SEC. Thereafter, if requested by the Representative at any time, the Company shall require its counsel to deliver to the Representative a written confirmation whether or not the effectiveness of such registration statement has lapsed at any time for any reason (including, without limitation, the issuance of a stop order) and whether or not the registration statement is current and available to the Representative and each of the NextGen Sellers for sale of all of the Registrable Securities .

(l) The Company shall take all other reasonable actions necessary to expedite and facilitate disposition by each NextGen Seller of Registrable Securities pursuant to any registration statement.

4. OBLIGATIONS OF THE REPRESENTATIVE AND THE NEXTGEN SELLERS .

(a) The Company shall notify the Representative in writing of the information the Company reasonably requires from each of the NextGen Sellers in connection with any registration statement hereunder. The Representative shall furnish to the Company such information regarding each NextGen Seller, the Registrable Securities held by each NextGen Seller and the intended method of disposition of the Registrable Securities held by each NextGen Seller as shall be reasonably required to effect the registration of such Registrable Securities and each NextGen Seller shall execute such documents in connection with such registration as the Company may reasonably request.

(b) Each NextGen Seller agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any registration statement hereunder.

(c) Each NextGen Seller agrees that, upon receipt of any notice from the Company of the happening of any event or existence of facts of the kind described in the first sentence of Section 3(e) , such NextGen Seller will immediately discontinue disposition of Registrable Securities pursuant to any registration statement(s) covering such Registrable Securities until such NextGen Seller's receipt of the copies of the supplemented or amended prospectus contemplated by the first sentence of Section 3(e) . Notwithstanding anything to the contrary, the Company shall cause its transfer agent to promptly deliver shares of common stock of the Company in connection with any sale of Registrable Securities with respect to which any NextGen Seller has entered into a contract for sale prior to the NextGen Seller's receipt of a notice from the Company of the happening of any event of the kind described in the first sentence of Section 3(e) and for which such NextGen Seller has not yet settled.

5. EXPENSES OF REGISTRATION .

The Company shall pay and be responsible for any and all fees, costs, disbursements and expenses incidental to the Company's performance of or compliance with the terms of this Agreement, including, without limitation, the following: (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC or FINRA, (ii) all fees and expenses relating to compliance with state securities or "blue sky" laws, (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses, (iv) all fees and disbursements of the Company's counsel and accountants, and (v) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange; *provided, however* , that all underwriting discounts, selling commissions, selling or placement agent or broker fees and commissions, and transfer taxes, if any, applicable to the Registrable Securities shall be borne by the NextGen Sellers, in proportion to the number of Registrable Securities sold by each such NextGen Seller .

6. INDEMNIFICATION .

(a) To the fullest extent permitted by law, the Company will indemnify, hold harmless and defend each NextGen Seller, the members, directors, officers, partners, employees, agents, representatives of each NextGen Seller and each Person, if any, who controls any NextGen Seller within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the " Exchange Act ") (each, an " Indemnified Person "), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, attorneys' fees, amounts paid in settlement or expenses, joint or several (collectively, " Claims "), incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto (" Indemnified Damages "), to which any of them may become subject insofar as such Claims arise out of or are based upon any untrue statement or alleged untrue statement of a material fact in any registration statement, prospectus, or any amendment or supplement thereto or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Company shall reimburse each Indemnified Person promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a) shall not apply to a Claim by an Indemnified Person to the extent such Claim is based on an untrue statement, alleged untrue statement, omission or alleged omission that is contained in any information furnished in writing to the Company by any NextGen Seller expressly for use in connection with the preparation of the applicable registration statement, prospectus or any amendments or supplements thereto.

(b) To the fullest extent permitted by law, each NextGen Seller agrees to severally indemnify, hold harmless and defend, in the same manner as is set forth in Section 6(a) , the Company, each of its directors, each of its officers who signs a registration statement covering Registrable Securities, each underwriter, broker or other Person acting on behalf of the holders of Registrable Securities and each Person, if any, who controls any of the foregoing Persons within the meaning of the Securities Act or the Exchange Act (collectively and together with an Indemnified Person, an " Indemnified Party "), against any Claim or Indemnified Damages to which any of them may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any untrue statement or alleged untrue statement of a material fact in any registration statement, prospectus, or any amendment or supplement thereto or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, occurring based on written information furnished to the Company by such NextGen Seller or the Representative expressly for use in connection therewith; *provided, however* , that no NextGen Seller shall be liable under this Section 6(b) for the amount of any Claim or Indemnified Damages that exceeds the net proceeds to such NextGen Seller as a result of the sale of Registrable Securities pursuant to such registration statement.

(c) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6 , deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be ; *provided* , *however* , that if any Indemnified Party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such Indemnified Party which are additional to or conflict with those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity agreement provided hereunder, the indemnifying party shall not have the right to assume the defense of such action on behalf of such Indemnified Party (but shall have the right to participate therein with counsel of its choice) and such indemnifying party shall reimburse such Indemnified Party for that portion of the fees and expenses of any counsel retained by the Indemnified Party which is reasonably related to the matters covered by the indemnity agreement provided hereunder . The Indemnified Party or the Indemnified Person, as the case may be, shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or claim by the Indemnifying Party or Indemnified Person, as the case may be, and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person, as applicable, fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its written consent, *provided, however* , that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified Person, as applicable, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person, as applicable, of a release from all liability in respect to such claim or litigation. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Party or Indemnified Person, as applicable, under this Section 6 , except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(d) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

(e) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. CONTRIBUTION .

If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any Claim or Indemnified Damages, then the indemnifying party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amounts paid or payable by such Indemnified Party as a result of such Claim or Indemnified Damages in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions which resulted in such Claim or Indemnified Damages, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by *pro rata* allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty or liable of fraudulent misrepresentation shall be entitled to contribution from any Person.

8. ASSIGNMENT OF REGISTRATION RIGHTS .

The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Representative, except as permitted by the terms of the Purchaser Shareholders Agreement and the Purchase Agreement. Each NextGen Seller may assign its rights hereunder to any purchaser or transferee of Registrable Securities, subject to the terms of the Purchaser Stockholders Agreement and the Purchase Agreement; *provided, however* , no NextGen Seller shall assign any of its rights hereunder to a Person not already a party to this Agreement as a NextGen Seller unless and until such Person executes and delivers to the Company a joinder to this Agreement, pursuant to which such Person will thereupon become a party to, and be bound by and obligated to comply with the terms and provisions of this Agreement as a NextGen Seller hereunder.

9. MISCELLANEOUS .

(a) A Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from the registered owner of such Registrable Securities.

(b) All notices and other communications under this Agreement shall be in writing and shall be given by personal delivery, nationally recognized overnight courier or certified mail at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to the Company:

Smart Server, Inc.
4521 Sharon Road, Suite 370
Charlotte, NC 28211
Attn: Steven Berrard

With a copy to (which shall not constitute notice or service of process):

Akerman LLP
350 East Las Olas Blvd., Suite 1600
Fort Lauderdale, FL 33301
Attn: Michael Francis

If to the Representative or any NextGen Seller:

NextGen Dealer Solutions, LLC
300 E. John Carpenter Freeway, Suite 650Irving, TX 75062
Attn: Kartik Kakarala

With a copy to (which shall not constitute notice or service of process):

Offit Kurman, P.A.
8171 Maple Lawn Boulevard, Suite 200
Maple Lawn, MD 20759
Attn: Glenn D. Solomon, Esquire

Any such notice or communication shall be deemed to have been received (i) when delivered, if personally delivered, (ii) on the next Business Day after dispatch, if sent postage pre-paid by nationally recognized, overnight courier guaranteeing next Business Day delivery, and (iii) on the 5th Business Day following the date on which the piece of mail containing such communication is posted, if sent by certified mail, postage prepaid, return receipt requested.

(c) If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement shall remain in effect. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means shall be effective as delivery of a manually executed counterpart to the Agreement.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada (without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada). Each of the parties submits to the exclusive jurisdiction of any state or federal court within [_____] County, Nevada in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding shall be exclusively heard and determined in any such court. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought. The court shall award to the prevailing party in any dispute under this Agreement all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with the proceeding. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

This Agreement and the Purchase Agreement represent the entire understanding and agreement among the parties with respect to the subject matter hereof and can only be amended, supplemented or changed by written instrument making specific reference to this Agreement signed by the Company or the Representative on behalf of the NextGen Sellers. Any provision hereof can be waived by written instrument signed by the Company, in the case of an amendment, supplement, modification or waiver sought to be enforced against the Company, or by written instrument signed by the applicable NextGen Seller or the Representative on behalf of such NextGen Sellers, in the case of an amendment, supplement, modification or waiver sought to be enforced against any NextGen Seller. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of day and year first above written.

THE COMPANY:

SMART SERVER , INC.

/s/ Marshall Chesrown
Name: Marshall Chesrown
Title: Chief Executive Officer

REPRESENTATIVE :

/s/ Kartik Kakarala
Kartik Kakarala

STOCKHOLDER :

NEXTGEN DEALER SOLUTIONS, LLC

By: /s/ Kartik Kakarala
Name: Kartik Kakarala
Title: Manager

[Signature Page to Registration Rights Agreement]

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this " Agreement ") is made and entered into as of the February 8, 2017 (the " Effective Date "), by and between Smart Server, Inc., a Nevada corporation (the " Company "), and Kartik Kakarala (the " Consultant " and together with the Company the " Parties " and each a " Party ").

WHEREAS, the Company desires to engage the Consultant to perform certain services upon the terms and conditions hereinafter set forth; and

WHEREAS, the Consultant is willing to make his expertise and experience available to the Company upon the terms and conditions hereinafter set forth.

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

1. Term; Termination . The term of this Agreement shall commence on the date hereof and shall continue until terminated (the " Term "). Either Party may terminate this Agreement for any reason at any time, which termination shall be effective upon delivery by the terminating Party of a written notice to the other Party. The termination of this Agreement shall be without prejudice to the rights and claims of the Parties hereunder accrued prior to the termination.

2. Services . The Consultant shall provide the services set forth on Annex A to the Company and its subsidiaries (" Services "). Such Services shall include, but not be limited to, consulting with the Company's management, employees and representatives (whether by phone or in person), attending meetings, and other responsibilities inherent or ancillary to the Services.

3. Fees . As sole compensation for the Services, the Company hereby agrees to pay the Consultant during the Term services fees at the rate of $5,000 per month (the " Fees "). The Fees will be prorated for the first and last month of the Term based on the number of actual days included in the Term. The Fees with respect to any month during the Term will be due and payable not later than 15 calendar days after the end of such calendar month.

4. Independent Contractor . In performing the Services provided for hereunder, the Consultant is acting as an independent contractor, and the Consultant's employees at all times during the term of this Agreement shall be in the employment, and under the supervision and responsibility, of the Consultant and no person employed by the Consultant either directly or indirectly shall be deemed by virtue of this Agreement to be the servant, agent or employee of the Company or any affiliate of the Company for any purpose whatsoever. The Company will not withhold any monies for any state, local or federal taxing authorities from compensation earned by the Consultant pursuant to this Agreement. The Company shall prepare and file a Form 1099 with the Internal Revenue Service reporting the compensation paid to the Consultant. The Consultant shall receive no fringe benefits from the Company whatsoever and will not be eligible for any medical, dental or other health and welfare plans of the Company or its affiliates. The Consultant shall be solely responsible for the payment of all taxes on the amounts received or receivable by Consultant under this Agreement.

5. Indemnification . The Consultant shall indemnify the Company and its affiliates and their respective officers, directors, employees, stockholders, representatives, members, managers, successors, assigns and agents and hold each of them harmless, from and against and in respect of any and all damage, loss, deficiency, liability, obligation, commitment, cost or expense (including the reasonable fees and expenses of counsel) resulting from, or in respect of, any taxes, penalties, interest or other amounts related to the compensation received or receivable by Consultant or its employees or affiliates hereunder.

6. Assignment . All of the terms of this Agreement shall inure to the benefit of, be enforceable by and be binding upon the parties hereto and their respective successors and assigns; provided , that the Consultant shall not have the right to assign his rights or duties hereunder or any interest herein without the prior written consent of the Company.

7. Notices . All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent by registered or certified mail, return receipt requested, with first-class postage fees prepaid, or if hand delivered against receipt or if sent via facsimile transmission upon electronic confirmation of receipt thereof during normal business hours, to the applicable Party at the address indicated below:

If to the Consultant:

Kartik Kakarala
1431 Greenway Drive
Suite 775
Irving, TX 75038

If to the Company:
Smart Server, Inc.
4521 Sharon Road
Suite 370
Charlotte, NC 28211
Attn: Steven Berrard

With a copy (which shall not constitute notice or services of process) to:

Akerman LLP
Three Brickell City Centre
98 SE 7 th Street, Suite 1100
Miami, FL 33131
Attn: Scott A. Wasserman

or, to each Party, to such other address as shall be designated by such Party in a written notice to the other Party pursuant to the provisions of this Section 7.

8. Severability . In the event any part of this Agreement, for any reason, shall be finally adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and this Agreement shall be reformed consistent with the original objectives of this Agreement. The invalidity of any part or parts of this Agreement shall not relieve the parties from their other duties and obligations under this Agreement.

9. Waiver . The failure of either Party to enforce any provision of this Agreement or exercise any right granted hereby shall not be construed to be a waiver of such provision or right nor shall it affect the validity of this Agreement or any part hereof or limit in any way the right of either Party subsequently to enforce any such provision or exercise such right in accordance with its terms.

10. No Third-Party Beneficiaries . This Agreement shall be construed to be for the benefit of only the parties hereto and shall confer no right or benefit upon any other person based on the theory of third party beneficiaries or otherwise.

11. Amendments . The terms of this Agreement may be amended, modified, discharged, waived or terminated only by a written instrument executed by both parties or, in the case of a waiver, by the Party waiving compliance, unless such waiver is conditional.

12. Titles and Headings . The titles and headings included in this Agreement are inserted for convenience only and shall not be deemed to be a part of or considered in construing this Agreement, nor limit or otherwise affect the meaning hereof.

13. Counterparts . This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and which together shall constitute but one and the same instrument.

14. Entire Agreement . This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

15. Several Remedies . Monetary damages and losses would not be a sufficient remedy for any breach of this Agreement by the Consultant. The Company shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law.

16. Applicable Law . This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Texas without regard to choice-of-law principles thereof.

17. WAIVER OF JURY TRIAL . EACH PARTY HERETO EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL CONCERNING ANY CIVIL ACTION THAT MAY ARISE FROM THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES HERETO.

18. CONSENT TO JURISDICTION; SERVICE OF PROCESS . EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, IN CONNECTION WITH ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS AGREEMENT OR THE SUBJECT MATTER HEREOF MAY NOT BE ENFORCED BY SUCH COURTS.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date and year first above written.

SMART SERVER, INC.

By: /s/ Marshall Chesrown
Name: Marshall Chesrown
Title: Chief Executive Officer

KARTIK KAKARALA
/s/ Kartik Kakarala

ANNEX A

SERVICES

- Act as the Company's Chief Technology Advisor;
- Provide advisory services in support of the technology related aspects of the Company's business;
- Provide advisory services related to the design and implementation of technology platform necessary to operate the business;
- Advise Company project manager on Company’s efforts to design and implement software offerings for dealer services;
- Support overall business planning strategy as requested by the CEO.

SERVICES AGREEMENT

This Services Agreement, dated as of February 8, 2017 (the " **Effective Date** "), is by and between Smart Server, Inc., a Nevada corporation (the " **Company** "), and **Halcyon Consulting, LLC** , a Maryland limited liability company (" **Halcyon** ") (each a " **Party** " and collectively, the " **Parties** ").

WHEREAS, the Company has agreed to engage Halcyon to, and Halcyon has agreed to, deliver certain development and support services to the Company with respect to the technology described in Exhibit A (the " **Technology** ").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, subject to the terms and conditions set forth herein and intending to be legally bound, the Parties hereby agree as follows:

1. Services

1.1. Overview. Halcyon shall perform the services described in Exhibit A with respect to development, enhancement and support of the Technology, and such other services as agreed in writing between the Parties from time-to-time (collectively, the " **Services** "). At the Company's request, Halcyon shall work with and cooperate with the Company's personnel and third party service providers.

1.2. Delivery; Remote Access. Halcyon shall deliver all software to the Company in both source code and object code format, as applicable and as requested by the Company. All audiovisual works and documentation shall be delivered in formats as requested by the Company. Throughout the Term, Halcyon shall make all work-in-progress remotely accessible to the Company on a real-time basis to enable the Company to monitor, test, download and otherwise review all work-in-progress under the Services. Such access shall be through a secure, password-protected virtual private network (or other mode mutually agreed between the Parties) accessible only by Halcyon and the Company and/or the Company's designated representatives.

1.3. Review. All work product shall be subject to the Company's review and approval. In the event that the Company identifies any issues with the work product, Halcyon shall promptly address the issues and resubmit for review by the Company. No deliverables shall be deemed complete until finally approved and accepted by the Company.

1.4. Workmanship. All work performed by Halcyon shall be in accordance with best practices. Halcyon shall take all necessary precautions to ensure the safety, security, integrity and quality of all work performed, including but not limited to engineering and management practices, regular backup and recovery, disaster prevention and recovery, anti-virus and intrusion prevention, server and system performance and availability, and documentation. Halcyon shall be liable for any loss of source code, designs, data, or other work or work in progress resulting from the actions of Halcyon or its subcontractors.

1.5. Time of the Essence . Halcyon acknowledges that time is of the essence with respect to Halcyon's obligations hereunder and agrees that prompt and timely performance of all such obligations in accordance with this Agreement is strictly required.

2. Personnel

2.1. Project Manager. Company shall appoint a "Project Manager" who (a) will be the primary contact with Halcyon during the Term, and (b) will have overall responsibility for managing and coordinating Halcyon's resources and cooperation with the Company hereunder.

2.2. Staffing. Halcyon shall assign sufficient onshore personnel at appropriate levels of experience and responsibility to timely perform its obligations under this Agreement. Upon request, Halcyon shall provide the Company with an opportunity to review and approve such personnel. Halcyon acknowledges and agrees that continuity of personnel on the projects hereunder is critical to the success of the Services. Accordingly, Halcyon shall not, without the Company's prior written consent, transfer, reassign or otherwise re-deploy any onshore senior designers, engineers or other critical personnel from performance of the Services and shall not take any other action which would result in the material reduction of time expended by such personnel in performance of the Services unless such personnel cease to employed by Halcyon. Notwithstanding the foregoing, if the Company identifies an issue with any Halcyon personnel, Halcyon shall promptly meet with the Company and work to resolve the problem as mutually agreed by the parties (including, as necessary, reassigning such personnel off the Services). For purposes of this Agreement, with prior written consent of the Company, Halcyon may perform the Services through its affiliates and their personnel provided that such affiliates shall be subject to the terms of this Agreement and Halcyon shall be liable for all acts and omissions thereof. For as long as the following conditions are satisfied, Company hereby consents that Halcyon may perform Services hereunder through its offshore affiliate, Halcyon Technologies Pvt. Ltd.: (1) that certain Independent Contractor Work for Hire & Assignment Agreement by and between Halcyon and Halcyon Technologies Pvt. Ltd., in the form attached hereto as Exhibit B (the " Subcontractor Invention Assignment Agreement ") remains in full force and effect, (2) neither Halcyon, nor to the knowledge of Halcyon after due inquiry, Halcyon Technologies Pvt. Ltd. are in breach of the Subcontractor Invention Assignment Agreement, and (3) Halcyon Technologies Pvt. Ltd. does not sub-subcontract the performance of the Services to any other party.

2.3. Independent Contractor Status. Neither Halcyon nor any of its personnel shall be considered employees or agents of the Company. As between the Company and Halcyon, Halcyon shall be solely responsible for payment of any and all unemployment, social security, and other payroll related taxes, worker's compensation premiums and any other comparable taxes, premiums or payments for its employees and agents, as applicable, including any related assessments and contributions required by law. Halcyon and its personnel shall not be eligible for any of the Company's employee benefit programs, for sick or vacation leave, retirement benefits, worker's compensation benefits or unemployment benefits, and the Company shall not be liable for the payment of same to any government or agency.

2.4. Subcontracting. Halcyon may not subcontract any of its obligations under this Agreement without the Company's prior written consent. In any event, Halcyon shall be liable for all acts and omissions of its subcontractors and such subcontractors shall be subject to all provisions applicable to Halcyon and Halcyon's personnel hereunder including, without limitation, Sections 2.3, 5 , and 7.1 .

3. Payment Terms

3.1. Fees. Except as otherwise agreed by the Parties in writing for specific Services, all Services shall be performed on a time and materials basis. Halcyon's initial hourly rates are specified in **Exhibit A.** After the first year of the Term, and annually thereafter, Halcyon and the Company shall agree on such rates, provided, however, the rates may not be higher than one hundred ten percent (110%) of the immediately preceding year's rates.

3.2. Expenses. The Company shall reimburse Halcyon for any pre-approved out-of-pocket or reasonable Company-requested travel expenses in connection with performance of the Services. Halcyon shall use commercially reasonable efforts to minimize such out-of-pocket expenses. Notwithstanding the foregoing or anything else contained in this Agreement, in no event shall license fees or royalties incurred by H alcyon be a reimbursable expense.

3.3. Invoices. Halcyon shall invoice the Company on a monthly basis for all work actually performed during the preceding month. Each invoice shall be in a form reasonably agreed upon by the Parties, including detail reasonably sufficient to enable the Company to verify the calculation of fees due thereunder. All fees and expenses are payable in U.S. dollars. The Company shall pay all undisputed invoices within thirty (30) days of receipt thereof.

3.4. Taxes. Halcyon is responsible for any and all taxes in connection with the Services including, without limitation, income, payroll, sales, use, gross receipt or other taxes imposed upon Halcyon in connection with this Agreement.

3.5. Records; Inspection. Halcyon shall maintain complete and accurate records relating to the Services and the performance of its duties hereunder. All records shall be maintained by Halcyon for at least three (3) years after the termination of this Agreement, and shall at all reasonable times be available for inspection or audit by the Company or its representatives. Halcyon shall, upon a request by the Company, promptly prepare and deliver to the Company and its representatives reports regarding its activities and expenses in connection with this Agreement. If the Company discovers that Halcyon has overcharged the Company by more than five percent (5%) with respect to any invoice, then Halcyon shall refund or credit the Company with the amount of such overcharge already paid by the Company, correct and resubmit all relevant invoices not yet paid by the Company, and reimburse the Company for the cost of the inspection.

4. Term; Termination

4.1. Initial Term; Renewals. The initial term of this Agreement shall run for a period of twenty-four (24) months from the Effective Date ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional, consecutive twelve (12) month renewal periods unless either Party provides the other Party notice of non-renewal at least ninety (90) days prior to expiration of the then current term or it is terminated pursuant to Section 4.2 or 4.3 below. The initial term and all renewal terms are collectively referred to hereinafter as the "Term."

4.2. Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches any of its obligations and fails to cure such breach within thirty (30) days of notice thereof. Either Party may terminate this Agreement immediately if the other party makes a general assignment for the benefit of creditors, is subject of a petition for bankruptcy, has a receiver appointed or is otherwise declared insolvent or if the Company is liquidated. The Company may terminate this Agreement immediately by written notice to Halcyon if Halcyon violates any applicable law in the performance of the Services.

4.3. Other Termination. Company and Halcyon may mutually agree in writing to terminate this Agreement at any time. The Company or Halcyon may terminate this Agreement or any Services hereunder at any time after the Initial Term upon ninety (90) days' prior written notice to the other.

4.4. Effect of Termination. In the event of termination, Halcyon shall immediately deliver to the Company all Company materials, deliverables, databases, documentation and any other work in progress developed or then in development by Halcyon. With respect to software, such materials shall be delivered in both source code and object code formats. Halcyon shall also return all Confidential Information, as defined below, to the Company.

5. Ownership

5.1. Intellectual Property Rights . Intellectual Property Rights means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

5.2. Work Product. Halcyon hereby agrees that all items delivered by Halcyon to the Company and all information and Intellectual Property Rights arising from Halcyon's performance of the Services for the Company (such as ideas, technology, software, databases, data, inventions, concepts, designs, discoveries, developments, media, content, improvements and innovations, whether or not patentable or reduced to practice) conceived, made or developed by Halcyon whether alone or together with others, during the course of performing the Services are and shall be the sole and exclusive property of the Company. All of the rights and things described in the foregoing sentence and Intellectual Property Rights shall be defined, collectively, as the "Halcyon Work Product." Halcyon agrees that all Halcyon Work Product is created as a "work made for hire" for the Company as defined in Section 101 of the Copyright Act of 1976 . To the extent any Halcyon Work Product does not qualify as, or otherwise fails to be, "work made for hire", Halcyon hereby gives, transfers and assigns to the Company all right, title and interest in and to the Halcyon Work Product, including all Intellectual Property Rights therein , and hereby assigns to the Company or waives any so-called "moral rights" or rights of *droit moral* in the Halcyon Work Product, to the extent permitted by law. Such assignments are perpetual, worldwide and irrevocable. Halcyon agrees to, and to cause its personnel to, execute and deliver such additional documents and take such additional reasonable actions as the Company deems necessary or convenient to perfect or evidence the Company's ownership of the Halcyon Work Product or to enable the Company to record this Agreement and/or secure rights of copyright and/or letters patent in its name, or otherwise to enforce its rights in the Halcyon Work Product in any country throughout the world or otherwise carry out the provisions of this Section 5.2.

5.3. Company Materials. Halcyon acknowledges and agrees that all software, content, equipment and other materials provided by the Company to Halcyon in connection with this Agreement, including, without limitation, the Technology and all intellectual property rights related thereto, shall remain the exclusive property of the Company. Nothing in this Agreement shall be deemed to grant Halcyon any right or title in such materials and Halcyon shall use such materials solely to provide the Services to the Company hereunder.

5.4. Third Party Materials. Halcyon shall not, and shall ensure that its personnel do not, incorporate any third party materials (including, without limitation, open source software, freeware, shareware, so called "public domain" materials, etc.) into any deliverables or Halcyon Work Product hereunder or into the Company materials (including, without limitation, the Technology) without the Company's prior written consent. In any event, Halcyon shall not incorporate into any deliverable (or otherwise combine, compile or otherwise integrate the Technology with) any "open source" software that is subject to a license (e.g., the GPL or Affero GPL) that could: (a) require divulgement to any third party of any source code that is part of the Company's Technology or other products; (b) grant a license to any Company intellectual property for purpose of derivative works; or (c) grant a license to any third party to redistribute any Company intellectual property at no charge.

5.5. Pre-Existing Halcyon Materials. In addition, Halcyon shall not incorporate any Halcyon materials developed independent of Halcyon's work for the Company or NextGen Dealer Solutions, LLC as the Company's predecessor in interest into any deliverables, Halcyon Work Product or Company materials without the Company's prior written consent. In the event that Halcyon incorporates such independently developed or pre-existing Halcyon materials (or any other Halcyon know-how or other intellectual property), Halcyon hereby grants to the Company a perpetual, worldwide, sublicensable, transferrable, royalty-free, irrevocable license to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of, distribute, import, make, have made, sell, and offer to sell and otherwise exploit for all or any purposes whatsoever such Halcyon materials and Intellectual Property Rights in connection with the Company's products and services.

6. Warranties; Covenants

6.1. Warranties. Halcyon represents, warrants and covenants that:

6.1.1. the Services will be performed in a timely, competent and workmanlike manner by individuals of appropriate training and experience, and that all work will meet or exceed industry standards and the Company's specifications;

6.1.2. the deliverables and Halcyon Work Product created or contributed by Halcyon hereunder do not and will not violate or infringe upon the rights of any third party, including without limitation, Intellectual Property Rights or other proprietary rights of any kind;

6.1.3. (i) Halcyon and its affiliates have obtained and will obtain written confidentiality, work-for-hire, and intellectual property rights assignment agreements substantially in the form provided to the Company giving the Company rights consistent with those set forth herein from all personnel, employees, independent contractors, consultants, subcontractors and co-developers of any rights they may have in the Technology, any of the deliverables or Halcyon Work Product, (ii) no person that has developed or created or will develop or create on Halcyon's behalf any software, code or other copyrightable work for the Company retains or will retain any rights, interest or title in the Technology or any software, code or other copyrightable work made part thereof and (iii) prior to the assignment set forth in Section 5.2 above, Halcyon and its affiliates did not transfer, and will not transfer, any right or interest in the foregoing (including, without limitation, a license) to any third party;

6.1.4. except as agreed in writing by the Parties, Halcyon has not incorporated into the deliverables or any other software serviced under this Agreement any hidden or otherwise undocumented screens or other functions; or secret or otherwise undocumented sounds, images or other features unless and only to the extent that the same have been expressly approved in writing to the Company; and

6.1.5. the deliverables and Halcyon Work Product provided by Halcyon hereunder do not, and shall not, contain any programming devices (e.g., viruses, key locks, etc.) which would (a) cause an unforeseen disruption in the performance of the software or any part of the network connected to the software, or (b) permit Halcyon personnel or other third parties to access the software or any of the Company's equipment connected to the software without the Company's authorization.

6.2. Security. Halcyon shall use commercially reasonable efforts to protect the physical security and electronic security of the equipment utilized to provide the Services to the Company, including by using anti-virus, security and firewall technology commonly used in the industry.

6.3. Export. In the event that Halcyon elects to use non-U.S. citizens or other offshore resources to perform any Services hereunder, Halcyon shall at all times be responsible for related regulatory compliance issues including, without limitation, obtaining any relevant export/import licenses or regulatory approvals. Software, Technology and other technical information hereunder may be subject to the export and re-export laws and regulations of the United States and other jurisdictions.

6.4. Insurance . Throughout the Term, Halcyon shall maintain commercially reasonable insurance in accordance with industry standards and regulatory requirements, including, without limitation: (i) comprehensive commercial general liability insurance; (ii) worker's compensation insurance as required by the jurisdictions applicable to all personnel performing the Services; (iii) professional errors & omissions insurance; and (iv) cyber liability insurance.

6.5. Liens . Halcyon shall not encumber or permit a lien on any work-in-progress, code, software or other deliverables included in the Services without the Company's prior written consent. The Company will receive good and valid title to all Halcyon Work Product, free and clear of all encumbrances or liens of any kind.

7. Confidentiality; Non-Compete

7.1. Halcyon acknowledges that it will have access to certain confidential information of the Company and its customers concerning their business, plans, employees, and other information held in confidence by the Company ("Confidential Information"). Confidential Information includes all information in tangible or intangible form regarding the Company, including the information that (a) relates to the Company's products and services (including, without limitation, the Technology), (b) relates to the Company's customers, or (c) is otherwise marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information also includes this Agreement and all services provided by Halcyon to the Company. Halcyon agrees that it will not use in any way, for its own account or the account of any third party, except as necessary to meet its obligations under this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Company's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information. Halcyon shall require all of its personnel involved in the Services to sign written confidentiality agreements that are at least as strict as the confidentiality requirements of this Section 7.1 , and Halcyon shall remind each individual of his/her confidentiality obligations upon termination of such individual's employment with Halcyon.

7.2. Information will not be deemed Confidential Information hereunder if such information: (i) is known to Halcyon prior to receipt from the disclosing party directly or indirectly from a source other than NextGen Dealer Solutions, LLC, its representatives or another third party having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by Halcyon or its representatives or sub-contractors; or (iv) is independently developed by Halcyon after the date of this Agreement. Halcyon may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the Company reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

7.3. Halcyon agrees that during the Term and for a further period of two (2) years thereafter, Halcyon and its affiliates shall not directly or indirectly (i) engage in any Restricted Business or (ii) assist, provide any services or any technology, software or other materials to any third party engaged in any Restricted Business. If requested by the Company, Halcyon shall require all of its personnel involved in providing the Services to sign a written non-competition agreement on substantially the same terms as the preceding sentence. "Restricted Business" means (i) any business that provides software programs or applications that provide inventory management to the powersports, recreational vehicle, or marine, industries (which includes, without limitation, motorcycles, all-terrain vehicles, and personal watercraft), including all ancillary functionality; and (ii) any other business in which the Company is engaged or actively pursuing at the applicable time of determination for which the Company has engaged Halcyon to provide software development services pursuant to an executed services agreement; provided, however, that a Restricted Business shall not include any business disclosed on Schedule 7.3 hereto, in the case of a business referred to in clause (i); and, in the case of a business referred to in clause (ii), that it was engaged in and had commercialized without violation of this Section 7.3 prior to the time at which the Company first engaged in or began to actively pursue that otherwise Restricted Business. Following a termination of this Agreement, the phrase "applicable time of determination" shall mean the date of termination.

7.4. Notwithstanding anything contained in this Services Agreement to the contrary, upon a monetary default under the Subordinated Secured Confessed Judgement Promissory Note executed on the date hereof by the Company in favor of NextGen Dealer Solutions, LLC, and the failure to cure the default after the expiration of any applicable cure period, the restrictive covenants contained in Section 7.3 that restrict Halcyon shall lapse and be of no further force or effect.

7.5. Arbitration. Any dispute whatsoever arising as to the interpretation of any provision of this Agreement or as to the rights, duties, or obligations of any of the parties hereto in connection with any provision of this Agreement, as well as any and all statutory and tort claims arising out of the same operative facts (a "Dispute"), shall be settled in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (the "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court in the State of Delaware having jurisdiction thereof, subject to the following conditions:

7.5.1. The arbitration shall be held in Wilmington, Delaware and in accordance with the Rules, except that pre-hearing discovery between the parties shall be limited to the exchange of documents.

7.5.2. The arbitration shall be heard by a single arbitrator who shall be selected mutually by the parties within 10 days of receipt of a notice of arbitration of a Dispute or, if the parties fail to select an arbitrator by mutual agreement within such 10 day period, by JAMS in accordance with the Rules. Any arbitrator selected by JAMS shall be an attorney or retired judge experienced in business matters.

7.5.3. The hearings shall be transcribed by a certified court reporter.

7.5.4. The arbitrator shall issue a reasoned award, which shall include a memorandum opinion discussing the facts and legal grounds supporting the award. The arbitrator appointed, rather than a court, shall determine any and all challenges and disputes with respect to the arbitrability of a Dispute and the scope of the arbitration obligation under this Agreement. Furthermore, the arbitrator shall, rather than a court, determine all challenges to the enforceability of this Agreement and the obligation to arbitrate a Dispute.

7.5.5. Each party to any arbitration proceeding hereunder shall bear its own expenses in connection with such arbitration, including those of attorneys and experts, and each party shall bear 50% of the costs of the arbitrator and arbitration proceeding, e.g., the arbitration facilities and transcript. Failure to pay the fees of JAMS and the arbitrator when due shall constitute a separate breach of this Agreement for which the damages shall be awarded by the arbitrator and shall consist of the reasonable attorneys' fees and costs incurred to obtain payment of such fees. Notwithstanding anything in this Section 7.4.5 to the contrary, the prevailing party in any such proceeding (as determined by the arbitrator) shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including reasonable attorneys' fees and the cost of arbitration, incurred in prosecuting the dispute.

7.5.6. The parties hereby exclude any right of appeal to any court on the merits of a Dispute. The provisions of this Section 7.4 may be enforced in any court having jurisdiction over the award or any of the parties or any of their respective assets, and judgment on award (including without limitation equitable relief required for enforcement of the award) may be entered in any such court.

7.5.7. The arbitration of a Dispute under this Section 7.4 shall be governed, construed and enforced solely pursuant to the United States Arbitration Act, 9 U.S.C. Section 1 et seq.

8. Miscellaneous

8.1. Relationship of the Parties. Halcyon agrees to perform the Services hereunder solely as an independent contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership or relationship of employer and employee between the parties. Halcyon is not authorized to enter into or commit the Company to any agreements, and Halcyon shall not represent itself as the agent or legal representative of the Company.

8.2. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, but is not assignable by any party without the prior written consent of the other parties hereto; provided, however, that the Company may assign any or all of its respective rights or obligations hereunder to any of its respective lenders as collateral security, or in connection with a sale of all or substantially all of its assets and business in either case, without the consent of Halcyon.

8.3. Third Party Beneficiaries. This Agreement does not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto.

8.4. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto must be in writing, and (i) sent by facsimile transmission, (ii) delivered in person, (iii) mailed by first class registered or certified mail, postage prepaid, (iv) sent by electronic mail or (iv) sent by Federal Express or other overnight courier of national reputation, addressed as follows:

If to Company:

Smart Server, Inc.
4521 Sharon Road
Suite 370
Charlotte, NC 28211
Attn: Steven Berrard

If to Halcyon:

Halcyon Consulting, LLC
1431 Greenway Drive
Suite 775
Irving, TX 75038
Attn: Kartik Kakarala

With a copy to:

Offit Kurman, P.A.
8171 Maple Lawn Boulevard
Suite 200
Maple Lawn, MD 20759
Attn: Glenn D. Solomon, Esquire

or to such other address with respect to a party as such party notifies the other in writing as above provided. Each such notice or communication will be effective (i) if given by facsimile, when the successful sending of such facsimile is electronically confirmed, (ii) if given by any other means specified in the first sentence of this Section 8.4 upon delivery or refusal of delivery at the address specified in this Section 8.4. Each such notice or communication shall be deemed to have been received on the next Business Day if not received on a Business Day or if required after 5 p.m. on a Business Day

8.5. Complete Agreement. This Agreement and the Annexes, Schedules and Exhibits and the other documents delivered by the parties in connection herewith, contain the complete agreement between the Parties hereto with respect to the transactions contemplated hereby and thereby and supersede all prior agreements and understandings among the Parties with respect hereto and thereto.

8.6. Indemnification . Halcyon shall defend, indemnify, and hold harmless the Company and the Company's affiliates, and each of their respective officers, directors, employees, agents, successors, and assigns (each, a " Company Indemnitee ") from and against all any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers that are incurred by a Company Indemnitee ("Losses") arising out of or resulting from any third party claim, suit, action, or proceeding (each, an "Action") that results from:

8.6.1. Halcyon's breach of any representation, warranty, covenant, or obligation of Halcyon (including any action or failure to act by any subcontractor that, if taken or not taken by Halcyon, would constitute such a breach by Halcyon) under this Agreement; or

8.6.2. any negligence or willful misconduct in connection with the performance or activity required by or conducted in connection with this Agreement by Halcyon or any of its subcontractors in connection with performing Services under this Agreement.

8.7. Captions. The captions contained in this Agreement are for convenience of reference only and do not form a part of this Agreement.

8.8. Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by all Parties.

8.9. Waiver. Any Party may extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, or (c) waive compliance with any of the covenants, agreements or conditions contained herein, to the extent permitted by applicable Law. Any agreement to any such extension or waiver will be valid only if set forth in a writing signed by the Party granting such extension or waiver. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8.10. Governing Law; Consent to Jurisdiction. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws, and, as applicable, U.S. federal law.

8.11. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.10.

8.12. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

8.13. Counterparts; Electronic Transmission. This Agreement may be executed in two or more counterparts (any of which may be delivered by facsimile or electronic mail transmission), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8.14. Construction. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words "include," "includes" or "including" (or any other tense or variation of the word "include") in this Agreement shall be deemed to be followed by the words "without limitation." When reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference shall be to an Article, Section, Exhibit or Schedule of this Agreement unless otherwise indicated. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as the feminine and neuter genders of such terms.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

Smart Server, Inc.

By:/s/ Marshall Chesrown

Name: Marshall Chesrown

Its: Chier Executive Officer

Halcyon Consulting, LLC

By: /s/ Kartik Kakarala

Name: Kartik Kakarala

Its: CEO

[Signature Page to Smart Server, Inc. Services Agreement with Halcyon Consulting, LLC]

EXHIBIT A

Technology :

The "Technology" refers to the inventory management, functionality software product for the powersports, recreational vehicles and marine industries (which includes, but is not limited to, motorcycles, personal watercraft, all-terrain vehicles and personal watercraft) commonly known as CyclePro and all of its variants held by Halcyon, its affiliates or subsidiaries, which includes but is not limited to all designs, source code, databases, user interfaces, functionality, documentation, brands, media, logos, artwork, domain names, business processes and derivative works that may be known by other names, as well as any updates, enhancements, modifications, adaptations, error corrections or improvements thereto developed under this Agreement or otherwise provided by the Company to Halcyon to work on under this Agreement.

Services :

Development Services

- Halcyon shall initially make up to 15 full time equivalent resources available to the Company to perform software design, development, corrections, testing, delivery, installation, configuring, integration and customization upon request. Halcyon shall ensure all Technology complies with the specifications therefor.

- The Company may increase or decrease the utilization of such resources — or the allocation of such resources (e.g., switching developers for quality assurance personnel) upon ten (10) business days' prior written notice.

- Halcyon personnel will work side-by-side with Company personnel and contractors upon request by, and at the direction of, the Company. Such direction shall include working on developments within the Company's product roadmap for the Technology.

Documentation

- Prior to or concurrently with the delivery of any software hereunder, Halcyon shall provide the Company with complete and accurate documentation for such software, such documentation including, but not limited to, all user manuals, operating manuals, technical manuals, and any other instructions, specifications, documents, and materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, and technical and other components, features, and requirements of any software that, collectively, includes all such information as may be reasonably necessary for the effective installation, testing, use, support, and maintenance of the applicable software by the Company, including the effective configuration, integration, and systems administration of the software and performance of all other functions set forth in the specifications.

On-Going Support Services

- Halcyon shall devote staff to address bugs identified in the Technology by the Company.
- With respect to bugs, errors or other performance issues that the Company identifies as critical (i.e., materially impacting performance of the Technology and operation of the Company or its customers), Halcyon shall, upon the Company's request, work to address the bug within 24 hours of becoming aware of the issue and to resolve the bug as soon as is reasonably practical.

Hourly Rates:

The following * rates apply for the * of the Term: *

* Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for Confidential treatment

DATA CONFIDENTIALITY AGREEMENT **February 8, 2017**

1. Sharing of Data . Cycle Express, LLC (the " **Company** ") shall provide to Smart Server, Inc. and its wholly-owned subsidiaries (collectively, " **Recipient** ") certain non-public, confidential auction data (" **Confidential Information** "), including up to the number of NPA Value Guide API look-ups per year specified on Annex A attached hereto (the " **Pricing Annex** "), to be used for (i) trade-in appraisals and inventory valuation in Recipient's product known as "CyclePro" or (ii) Recipient's products that aggregate Confidential Information with other proprietary data available to Recipient and deliver the aggregated data or analysis derived therefrom to Recipient's customers without attribution of individual sources of data (collectively, the " **Purpose** "). For the purposes of this agreement, Confidential Information shall include any notes, analyses, reports, compilations, or studies that either contain or are derived from such information. The parties acknowledge that the Confidential Information may contain third party data. The continued provision to Recipient by the Company of such third party data is conditioned upon consent from the applicable third party to such data sharing arrangement. As between Recipient and the Company, the Company retains all right, title and ownership interests in all Confidential Information. Recipient shall acquire no rights in the Confidential Information other than those limited rights of access and use specifically conferred by the terms of this Agreement.

2. Use of Data . The Confidential Information shall be made available to Recipient on an on-demand basis via electronic methods and in accordance with Company's specifications. Recipient shall not use the Confidential Information for any purpose other than the Purpose. For the avoidance of doubt, Recipient shall not be permitted to publish, license, sell or distribute the Confidential Information, other than for the Purpose, nor shall Recipient be permitted to retain or reuse Confidential Information for any purpose, except to the extent such information is retained as part of the aggregated data or analysis derived therefrom for no more than 30 days.

3. Consideration . As consideration for the rights granted to Recipient herein, Recipient shall pay to the Company the sum specified on the Pricing Annex. Amounts payable pursuant hereunder shall be paid in immediately available cash by wire transfer, valid company check of Recipient, or such other method of payment as may be agreed between the parties from time to time to the Company on or prior to the 1st day of every month.

4. Confidentiality Obligations . Recipient shall not disclose any Confidential Information to any person except (a) authorized users of the CyclePro product or users of any product of Recipient that uses Confidential Information only in the aggregated form, (b) to its employees, officers, directors, representatives, advisers, counsel or agents (any such person, a " **Representative** " and the Recipient together with its Representatives, the " **Recipient Entities** ") who have a need to know the Confidential Information in connection with the Purpose, (c) with the written consent of the Company, (d) to its applicable regulatory authorities, examiners (including self-regulatory authorities) and auditors or (e) pursuant to a subpoena, civil investigative demand (or similar process), order, statute, rule or other legal requirement, including the rules of any stock exchange on which Recipient's stock is traded. If the Recipient intends to disclose any Confidential Information pursuant to clause (e) above, Recipient will give the Company prompt written notice of such intent so that the Company may seek an appropriate order or other remedy protecting the Confidential Information from disclosure, and Recipient will reasonably cooperate with the Company to obtain such protective order or other remedy. In the event that a protective order or other remedy is not obtained or the Company waives its right to seek such an order or other remedy, Recipient may, without liability under this Agreement, furnish only that portion of the Confidential Information which, in the opinion of the Recipient's counsel, Recipient is legally required to disclose, provided that Recipient gives the Company written notice of the information to be disclosed as far in advance of its disclosure as practicable and Recipient uses its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

Recipient shall be responsible for any actions taken by its Representatives in violation of this agreement. Recipient further agrees (i) to notify the Company promptly in writing of any use, disclosure or misappropriation of the Confidential Information in violation of this agreement which may come to Recipient's attention and (ii) to cooperate with the Company in remedying such unauthorized use or disclosure or misappropriation of the Confidential Information.

Information will not be deemed Confidential Information if it is or becomes available in the public domain on or after the date hereof (other than as a result of a disclosure by any Recipient Entity in breach of this agreement).

5. Trademark . During the term of this agreement, the Company hereby grants Recipient a limited, non-exclusive, non-transferable, non-sublicenseable license to display the mark "NPA Value Guide" (the " **Mark** ") solely for the Purpose stated in clause (i) of Section 1. Recipient shall not acquire any right, title or interest in to the Mark, or any goodwill associated with the Mark, by its use of the Mark; Recipient's use of the Mark inures solely to the benefit of the Company. The foregoing license does not include the right to use any marks of the Company other than the Mark. Recipient shall not do anything inconsistent with the Company's ownership of the Mark, interfere with the Company's use and/or registration of the Mark, or attempt to register a trademark, service mark, logo, tag line, company name, trade name, user name, e-mail address or domain name that contains, is confusingly similar to, or is suggestive or derivative of the Mark. Recipient shall not combine the Mark with any other trademarks, service marks or copyrightable subject matter (other than the "CyclePro" mark so long as the two marks are clearly distinguishable) without prior written approval of the Company. Recipient acknowledges the importance to the Company of the goodwill of the Mark. Recipient shall conform its use of the Mark to reasonable standards that the Company may establish from time to time. Recipient shall use reasonable commercial efforts to protect and preserve the commercial value of the Mark and to immediately notify the Company in writing if it becomes aware of any infringement, dilution, misappropriation or other violation of the Company's rights in the Mark by Recipient or its Representatives. Company shall have the sole right and discretion to bring and/or defend actions or proceedings involving the Mark, including, without limitation, actions for infringement, dilution and/or unfair competition. At the Company's expense, Recipient agrees to cooperate in any such proceedings brought by the Company. If the Company decides to enforce or defend its rights in the Mark against a third party, all costs incurred and recoveries made from such third party shall be for the account of the Company. Recipient shall not delete, remove, modify, obscure or in any way interfere with any trade secret, trademark or copyright notice.

6. Security . Smart Server shall comply with all applicable data security laws, use commercially reasonable efforts to protect the electronic security of the Confidential Information, including by using anti-virus, security and firewall technology commonly used in the industry, and promptly notify the Company of any failure to comply with law, breach of security, unauthorized access to Confidential Information or unauthorized access to Company's systems.

7. Restrictive Covenant . Recipient shall not use the Confidential Information or the Mark in any business other than the Business or in any way that materially and directly interferes with the Company's auction and auction-related business taken as a whole. "Business" means the development, marketing, distribution, licensing, operation and/or maintenance of CyclePro software and the product(s) contemplated in clause (ii) of Section 1.

8. Indemnity . From and after the date hereof, Recipient shall indemnify, defend and hold harmless the Company, its affiliates and each of their respective officers, directors, members, partners, employees, agents and representatives from and against any and all claims, liabilities, obligations, losses, fines, costs, proceedings or damages, including all reasonable fees and disbursements of counsel incurred in the investigation or defense of any of the same or in asserting any of the Company's rights hereunder, based on, resulting from, arising out of or relating to (a) Recipient's use of the Confidential Information or the Mark or (b) Recipient's breach of this agreement.

9. Further Cooperation . When and if the Company subsequently develops a form data licensing agreement, Recipient agrees to enter into such agreement (on the terms mutually acceptable to both parties) to formalize the terms pursuant to which Recipient may continue to use the Confidential Information.

10. Termination . This agreement and the obligations of all parties hereunder shall terminate one (1) year from the date of this agreement. In addition, the Company may terminate this agreement by providing written notice to Recipient if Recipient or any of its Representatives: (a) breaches this agreement (other than Section 7 hereof) and fails to cure such breach with 15 days of a notice by the Company specifying the breach, (b) breaches Section 7 of this agreement and fails to cure such breach within 30 days of a notice by the Company specifying such breach, (c) disparages the Company, or its products, Mark or clients (other than in the course of legal proceedings to enforce the rights of the parties hereunder), (d) makes any unauthorized use of the Mark, the Confidential Information and fails to discontinue such unauthorized use within 10 days after receipt of a notice from the Company specifying the unauthorized use, or (e) takes any action which tarnishes the Company's reputation or Mark (other than in the course of legal proceedings to enforce the rights of the parties hereunder). Upon termination, Recipient shall immediately cease all use of the Confidential Information and the Mark and shall not thereafter use any name, mark, logo, trade name, domain name or other indicia of origin that is identical or visually, aurally or phonetically similar to the Mark. Sections 4, 8 and 10-13 of this agreement shall survive the termination of this agreement.

11. Assignment . This Agreement may not be assigned by Recipient except to a successor to all of its assets and business.

12. Disclaimer of Warranties & Limitation of Liability . Recipient acknowledges and agrees that the Mark, Confidential Information and other materials and products provided under this agreement are provided "AS IS" and THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Under no circumstances shall the Company be liable to Recipient or any third party in connection with this agreement for any special, indirect, incidental or consequential damages, including, but not limited to, any loss of revenues, lost profits or other lost or interrupted business, however caused and whether based in tort (including negligence), contract or any other theory of liability, even if such party had been advised of the possibility of such damages. In any event, under no circumstances shall the Company's aggregate liability to Recipient or third parties under this Agreement exceed an amount equal to $10,000.

13. Miscellaneous . This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without respect to principles regarding conflicts of law, and shall benefit and be binding upon the parties hereto and their respective successors and assigns. This letter agreement may be executed simultaneously in any number of counterparts and may be executed by facsimile. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Data Confidentiality Agreement as of the date first set forth above.

SMART SERVER, INC.

By: /s/ Marshall Chesrown
Name: Marshall Chesrown
Title: Chief Executive Officer

CYCLE EXPRESS, LLC

By: /s/ James Woodruff
Name: James Woodruff
Title: Chief Operating Officer

ANNEX A

Pricing Annex

* Confidential terms omitted and provided separately to the Securities and Exchange Commission.

Exhibit 10.11

Amendment to Convertible Note

Reference is made to that certain 6% Convertible Note made by Smart Server, Inc. (the "Company") in favor of Berrard Holdings Limited Partnership (the "Holder") dated July 13, 2016 and having and aggregate principal amount of $191,858.25 (the "Note").

For good and valuable consideration, including the funding by Holder of the Company's bank account with Wells Fargo, N.A. in the amount of $5,000.00 and the payment by Holder of certain invoices of the Company in the amount of $500.00, the Company and Holder hereby agree that the aggregate principal amount of the note shall be increased by $5,500.00 such that the new aggregate principal amount of the Note shall be $197,358.25, effective as of August 31, 2016. Other than as expressly set forth herein, all other terms of the Note remain unchanged.

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

SMART SERVER, INC.
a Nevada corporation

By: /s/ Steven Berrard
Name: Steven R. Berrard
Title: Chief Executive Officer

Exhibit 10.12

UNCONDITIONAL GUARANTY AGREEMENT

THIS UNCONDITIONAL GUARANTY AGREEMENT (the "Guaranty") is made as of the 8th day of February, 2017, by NEXTGEN PRO, LLC, a Delaware limited liability company (the "Guarantor") to and for the benefit of NEXTGEN DELAER SOLUTIONS, LLC, a Delaware limited liability company (the "Lender").

R E C I T A L S

A. Pursuant to the Asset Purchase Agreement executed on January 8, 2017 by and among the Lender, Smart Server, Inc. (“Borrower”), Halcyon Consulting, LLC (“Halcyon”) and certain other parties signatory thereto, the Lender agreed to sell and the Borrower agreed to purchase substantially all of the assets of the Lender (the “Asset Purchase Agreement”).

B. One Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($1,333,333.00) of the purchase price under the Asset Purchase Agreement is to be paid pursuant to the terms and conditions set forth in the Subordinated Secured Confessed Judgment Promissory Note of even date herewith executed by Borrower in favor of the Lender (the "Note").

C. On the date hereof, Borrower assigned its rights, but not obligations, under the Asset Purchase Agreement to the Guarantor.

D. As a condition precedent to the Lender’s agreement to close under the Asset Purchase Agreement, the Guarantor has agreed to execute and deliver this Guaranty pursuant to which the Guarantor will guarantee to the Lender (the "Beneficiary") the full payment and performance of all of the Borrower's obligations under the Note.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor agrees as follows:

1. Guaranty. The Guarantor unconditionally guarantees to the Beneficiary and its respective successors and assigns, the full and prompt payment to the Beneficiary when due of all amounts of every kind due to the Beneficiary from the Borrower pursuant to the Note, and the full and prompt performance of all of the Borrower's obligations to the Beneficiary under the Note. The Guarantor unconditionally guarantees that all sums due and owing under the Note shall be paid when and as due, whether by reason of installments, acceleration or otherwise, time being of the essence.

2. Nature of the Guaranty. This is a guaranty of payment and not of collection and the obligations of the Guarantor hereunder shall be direct, immediate and primary. This Guaranty shall in all respects be a continuing absolute and unconditional guarantee irrespective of the genuineness, validity or enforceability of the Note or any part thereof, or by the existence, enforceability, perfection or extent of any collateral therefor.

3. Beneficiaries Need Not Pursue Rights Against Borrower, Any Guarantor, or Collateral. The Guarantor authorizes the Beneficiary without notice, demand or any reservation of rights against the Guarantor and without affecting the Guarantor's obligations hereunder, from time to time, to resort to the Guarantor for payment of the amounts due and performance of the obligations under the Note or any part thereof, whether or not the Beneficiary shall have resorted to any collateral securing the Note or any part thereof or shall have proceeded against any other person principally or secondarily obligated with respect to the Note or any part thereof.

4. Accuracy of Representations. The Guarantor warrants that all of the representations made by the Guarantor in connection with the Note and the transactions contemplated thereby are true and correct and not knowingly misleading and the Guarantor agrees to indemnify the Beneficiary from any loss or expense as a result of any representation or statement of the Guarantor or the Borrower being false, incorrect, or knowingly misleading

5. Representations of the Guarantor. To induce the Beneficiary to accept this Guaranty for the purposes for which it is given, the Guarantor represents and warrants to the Beneficiary as follows:

A. Organization . Guarantor is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business. Guarantor is duly qualified or authorized to do business as a foreign company and is in good standing under the laws of each jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except to the extent the failure to do so would not reasonably be expected to result in a material adverse effect on Guarantor.

B. Non-Existence of Defaults, etc. The Guarantor is not in material default with respect to any of its existing indebtedness, and the making and performance of this Guaranty will not immediately, or with the passage of time, the giving of notice, or both, constitute a default under any existing indebtedness of Guarantor.

C. Violation of Laws. In the conduct of its businesses and affairs, the Guarantor is not in violation of any applicable federal, state or local laws, the violation of which would cause a material adverse effect on the Guarantor.

D. Capacity. The execution, delivery and performance of this Guaranty has been duly authorized by all necessary action by or on behalf of Guarantor. The Guarantor has the legal capacity to execute and deliver this Guaranty as a valid obligation, which is binding and enforceable in accordance with the terms hereof.

E. No Insolvency . There is no pending or threatened bankruptcy or insolvency proceeding by or against the Guarantor.

6. Security . As security for the prompt payment and complete performance by Guarantor of its obligations under this Guaranty, Guarantor has executed and delivered to the Lender on the date hereof the Security Agreement (hereinafter defined in Section 9).

7. Rights of Beneficiary to Deal With Borrower, Guarantor, and Collateral. The Beneficiary may, without compromising, impairing, diminishing, or in any way releasing the Guarantor from the Guarantor's obligations hereunder and without notifying or obtaining the prior approval of the Guarantor at any time or from time to time: (a) waive or excuse a default or defaults by the Borrower or any person who has guaranteed in whole or in part any of the Borrower's obligations under the Note, or a delay in the exercise by the Beneficiary of any or all of the Beneficiary's rights or remedies with respect to such default or defaults; (b) grant extensions of time for payment or performance by the Borrower or any person who has guaranteed in whole or in part any of the Borrower's obligations under the Note; (c) release, substitute, exchange, surrender, or add collateral of the Borrower or any person who has guaranteed in whole or in part any of the Borrower's obligations under the Note, or waive, release or subordinate, in whole or in part, any lien or security interest held by the Beneficiary on any real or personal property securing payment or performance, in whole or in part, of the Borrower's obligations under the Note; (d) release the Borrower or any person who has guaranteed in whole or in part, any of the Borrower's obligations under the Note; (e) apply payments made by the Borrower, or by any person who has guaranteed in whole or in part, any of the Borrower's obligations under the Note, to any sums owed by the Borrower to the Beneficiary, in any order, or manner, or to any specific account or accounts, as the Beneficiary may elect; or (f) modify, change, renew, extend, or amend, in any respect any of the provisions of the Note or this Guaranty.

8. Waivers by the Guarantor. The Guarantor waives: (a) any and all notices whatsoever with respect to this Guaranty or with respect to any of the Borrower's obligations under the Note, including, but not limited to, notice of: (i) the Beneficiary's acceptance hereof or the Beneficiary's intention to act, or the Beneficiary's action, in reliance hereon; (ii) the present existence or future occurrence of an event of default of any of the Borrower's obligations under the Note or any terms or amounts thereof of any change therein; (iii) any default by the Borrower or any surety, pledgor, grantor of security, guarantor or other person who has guaranteed or secured in whole or in part the Borrower's obligations under the Note; and (iv) the obtaining or release of any guaranty or surety agreement (in addition to this Guaranty), pledge, assignment, or other security for any of the Borrower's obligations under the Note; and (b) (i) presentment, protest and demand for payment of any sum due from the Borrower under the Note or any person who has guaranteed in whole or in part any of the Borrower's obligations under the Note, including the Guarantor; (ii) notice of default by the Borrower or any person who has guaranteed in whole or in part any of the Borrower's obligations under the Note, including the Guarantor; (iii) demand for performance by the Borrower or any person who has guaranteed in whole or in part any of the Borrower's obligations under the Note.

9. Events Authorizing Acceleration of Guaranty. In the event any of the following occur with respect to the Guarantor or, with respect to the Borrower (an "Event of Default"), the Beneficiary may, in the Beneficiary's sole and absolute discretion, accelerate and call due as to the Guarantor all sums due from the Borrower: (a) Guarantor shall commence a voluntary case concerning itself under Title 11 of the United States Code entitled “Bankruptcy,” as now or hereafter in effect, or any successor thereto (the “ Bankruptcy Code ”); or an involuntary case is commenced against Guarantor under the Bankruptcy Code, and the petition is not controverted within 30 days, or is not dismissed within 90 days, after commencement of the case; or a trustee or custodian is appointed for, or takes charge of, all or substantially all of the property of Guarantor, or Guarantor commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to Guarantor, or there is commenced against Guarantor any such proceeding which remains undismissed for a period of 90 days, or Guarantor is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or Guarantor makes a general assignment for the benefit of creditors; (b) any "Default" as defined under the Note or under the Security Agreement between the Guarantor and the Lender, dated the date hereof, attached hereto as Exhibit A and incorporated herein by reference (the “Security Agreement”), or (c) a default by the Guarantor in payment or in performance of any of its obligations under this Guaranty.

10. Confession of Judgment. **UPON A DEFAULT OF THIS GUARANTY, THE GUARANTOR AUTHORIZES ANY ATTORNEY ADMITTED TO PRACTICE BEFORE ANY COURT OF RECORD IN THE UNITED STATES, INCLUDING GLENN D. SOLOMON, AS GUARANTOR'S TRUE AND LAWFUL ATTORNEY-IN-FACT, WITH FULL POWER AND AUTHORITY FOR GUARANTOR, IN GUARANTOR'S NAME, PLACE AND STEAD, ON GUARANTOR'S BEHALF, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND CONFESS JUDGMENT AGAINST GUARANTOR, IN THE FULL AMOUNT THEN DUE UNDER THIS GUARANTY, INCLUDING ANY EXPENSES OF COLLECTION, PLUS REASONABLE ATTORNEYS' FEES. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST GUARANTOR SHALL NOT BE EXTINGUISHED BY ANY JUDGMENT ENTERED PURSUANT THERETO; SUCH AUTHORITY AND POWER MAY BE EXERCISED ON ONE OR MORE OCCASIONS FROM TIME TO TIME, IN THE SAME OR DIFFERENT JURISDICTIONS, AS OFTEN AS THE BENEFICIARY SHALL DEEM NECESSARY OR ADVISABLE UNTIL ALL SUMS DUE UNDER THE GUARANTY HAVE BEEN PAID IN FULL** .

11. Collection Expenses. All reasonable and documented out-of-pocket costs and expenses (including reasonable attorney fees and expenses) of the prevailing party in any action to enforce any rights under this Guaranty, shall be borne and paid by the non-prevailing party.

12. Subordination of Certain Indebtedness . If the Guarantor shall advance any sums to Borrower or its successors or assigns or if the Borrower or its successors or assigns shall hereafter become indebted to the Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Beneficiary. Nothing herein contained shall be construed to give the Guarantor any right of subrogation in and to any obligations of the Borrower to the Beneficiary, or in any of the collateral therefor, or all or any part of the Beneficiary's interest therein.

13. Invalidity of Any Part. If any provision or part of any provision of this Guaranty shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Guaranty and this Guaranty shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

14. Subrogation Rights. The Guarantor waives and releases the Beneficiary from any damages which the Guarantor may incur as a result of any impairing, diminishing, or destroying of any of the Guarantor's rights of subrogation, unless such impairing, diminishing or destroying is willful or grossly negligent. To the extent that the Guarantor satisfies or discharges any of the Borrower's obligations to the Beneficiary, the Beneficiary does hereby assign, transfer and convey unto the Guarantor any and all rights, interests, actions or causes of action, claims and remedies of the Beneficiary, provided, that, any and all such rights of the Guarantor shall be subordinate to the rights and interests of the Beneficiary hereunder.

15. Notices . Any notice or consent required or permitted by this Guaranty (but without implying any obligation to give a notice or obtain a consent) shall be in writing and shall be made by hand delivery, by overnight mail by nationally recognized courier, by wire or by certified mail, return receipt requested, postage prepaid, addressed to the Beneficiary or the Guarantor at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by either party, and shall be considered given as of the date of hand delivery or wire, one day after being sent by overnight mail or as of two (2) business days after the date of mailing, as the case may be:

If to the Beneficiary:

NextGen Dealer Solutions, LLC
1431 Greenway Drive
Suite 775
Irving, TX 75038
Attention: Kartik Kakarala

With a copy (which shall not constitute notice) to:

Glenn D. Solomon, Esquire
Offit Kurman, P.A.
8171 Maple Lawn Boulevard
Suite 200
Maple Lawn, MD 20759

If to the Guarantor:

NextGen Pro, LLC
4521 Sharon Road
Suite 370
Charlotte, NC 28211
Attn: Steven Berrard

With a copy (which shall not constitute notice) to:

Akerman LLP
Three Brickell City Centre
98 SE 7 th Street
Miami, FL 33131
Attn: Scott A. Wasserman

16. Effective Date. The guaranty of the Guarantor as herein set forth shall be effective as of the date of this Guaranty, independent of the date of execution or delivery thereof.

17. Duration. This Guaranty shall be a continuing one and shall be binding upon the Guarantor regardless of how long before or after the date of this Guaranty any of the Borrower's obligations to the Beneficiary were or are incurred by the Borrower. The guaranty under this Guaranty shall be terminated upon the repayment and performance in full of all of the Borrower's obligations under the Note.

18. Binding Nature. This Guaranty shall inure to the benefit of and be enforceable by the Beneficiary and the Beneficiary's successors and assigns and any other person to whom the Beneficiary may grant an interest in the Borrower's obligations to the Beneficiary, and shall be binding upon and enforceable against the Guarantor's heirs, personal representatives, and assigns.

19. Assignability. This Guaranty may be assigned by the Beneficiary at any time or from time to time. This Guaranty may not be assigned by the Guarantor.

20. Choice of Law; Consent to Jurisdiction. This Guaranty shall be construed, interpreted, and enforced under the laws of the State of Maryland.

21. Tense, Gender, Defined Terms, Captions. As used herein, the plural shall refer to and include the singular, and the singular the plural, and the use of any gender shall include and refer to any other gender. All captions are for the purpose of convenience only.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty under seal as of the date first written above, with the specific intention that this Guaranty constitutes an instrument under seal.

WITNESS:

_____

GUARANTOR

NEXTGEN PRO, LLC

By: /s/ Marshall Chesrown (SEAL)

Exhibit 10.13

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement"), made this 8th day of February, 2017, by and between NEXTGEN PRO, LLC, a Delaware limited liability company, with an address of 4521 Sharon Road, Suite 370, Charlotte, North Carolina 28211 (" **Debtor** "), and NEXTGEN DEALER SOLUTIONS, LLC, a Delaware limited liability company, with an address of 1431 Greenway Drive, Suite 775, Irving, Texas 75038 (the " **Secured Party** ").

1. **Grant of Security Interest** . Subject to the applicable terms of this Security Agreement, Debtor grants to Secured Party a security interest in the Collateral to secure the payment of the Obligation, provided that the security interest granted hereby is subject to the provisions of applicable law (e.g., UCC Section 9-408(c).

2. **The Obligation** . As used in this Agreement, " **Obligation** " means collectively all of the following:

(a) All amounts due pursuant to the terms of an Unconditional Guaranty Agreement dated even date herewith (the " **Guaranty** ") from the Debtor to Secured Party, pursuant to which the Debtor guaranteed the payment and performance of all obligations of Smart Server, Inc. under a Subordinated Secured Confessed Judgment Promissory Note dated even date herewith in the face amount of One Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars ($1,333,333.00).

(b) All costs incurred by Secured Party to enforce the security interest granted hereby (" **Security Interest** "), collect the Obligation, and maintain the Collateral free of liens (other than Permitted Encumbrances as defined on Exhibit A attached hereto), and including (but not limited to) reasonable attorneys' fees and legal expenses, and expenses of sale.

3. **The Collateral** . As used in this Security Agreement, " **Collateral** " shall mean all of Debtor's assets, both now and hereafter acquired, and wherever located, including but not limited to:

(a) Accounts;

(b) Chattel paper;

(c) Contracts;

(d) Deposit accounts;

(e) Documents;

(f) Equipment;

(g) Farm products;

(h) Fixtures;

(i) General intangibles;

(j) Goods;

(k) Instruments;

(l) Inventory;

(m) Investment property;

(n) Letter-of-credit rights;

(o) Franchise agreements; and

(p) The Patent Collateral (hereinafter defined);

(q) The Trademark Collateral (hereinafter defined);

(r) Intellectual property; and

(s) Proceeds and products of all of the foregoing;

provided however, that the "Collateral" shall exclude the " **Excluded Property** ". Excluded Property means (i) motor vehicles and other assets subject to certificates of title, letter of credit rights and commercial tort claims; (ii) pledges and security interests prohibited by applicable law, rule, regulation; (iii) equity interests in any person other than wholly-owned subsidiaries of Borrower; (iv) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto; (v) any governmental licenses or state or local franchises, charters and authorizations (but not registered patents and trademarks); (vi) any equipment or other asset subject to liens securing capitalized lease obligations or permitted purchase money indebtedness.

"Patent Collateral" means:

(a) All patents and patent applications, including patent application number 14614160 known as "Near Field Communication (NFC) Vehicle Identification System and Process" filed with the United States Patent and Trademark Office and all registrations, reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the " Patents ");

(b) all rights of any kind whatsoever of Debtor accruing under any of the Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Patents; and

(d) any and all claims and causes of action, with respect to any of the Patents, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

"Trademark Collateral" means:

(a) All trademark registrations and applications, including the trademark "CyclePro" registered with the United States Patent and Trademark Office, Registration number 4,662,863, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the **"** Trademarks **"),** excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Debtor accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Trademarks; and

(d) any and all claims and causes of action, with respect to any of the Trademarks, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

4. **Debtor's Covenants** .

(a) Debtor shall maintain at its principal place of business complete records regarding all account balances due Debtor, whether secured or unsecured, which account balances comprise the Collateral hereunder. Such records shall include, without limitation, current statements of balances due, and copies of all contracts, instruments or documents evidencing, securing or guarantying such balances. Upon reasonable prior notice by Secured Party, Debtor shall make all such records available for inspection and copying by Secured Party and/or its agents during normal business hours.

(b) Debtor covenants and agrees that it shall: (i) take adequate care of the Collateral (except as provided in 4(b)(viii) below) in accordance with reasonable and customary business practices for similar businesses as the Debtor's, reasonable wear and tear excepted; (ii) insure the Collateral for such hazards and in such amounts customary for similar businesses as the Debtor's, with policies to name the Secured Party as additional insured and/or loss payee, as the case may be; (iii) pay all costs necessary to enforce the Security Interest, collect the Obligation, and maintain the Collateral free of liens (other than Permitted Encumbrances), including (but not limited to) taxes, assessments, reasonable attorneys' fees and legal expenses, and expenses of sale; (iv) furnish Secured Party with any information on the Collateral reasonably requested by Secured Party; (v) upon receipt of reasonable prior written notice, allow Secured Party to inspect the Collateral, and inspect and copy all records relating to the Collateral and the Obligation, in each case, during business hours; (vi) take commercially reasonable steps to preserve the liability of account debtors, obligors, and secondary parties whose obligations are part of the Collateral; (vii) notify Secured Party of any material change occurring in or to the Collateral, taken as a whole, and (viii) in its sole discretion, make the decisions regarding any continued prosecution and maintenance of the Patent Collateral and Trademark Collateral.

(c) Debtor agrees and covenants that it shall not (without Secured Party's consent, which shall not be unreasonably withheld): (i) remove the Collateral or any records relating thereto from the address set forth above; (ii) allow the Collateral to become an accession to other goods; or (iii) allow the Collateral to be affixed to real estate, except goods identified herein as fixtures.

(d) Debtor warrants and represents to the best of its information, knowledge and belief, as follows: no financing statement or collateral assignment has been filed or executed with respect to the Collateral except in favor of the Secured Party; (ii) Debtor is absolute owner of the Collateral and the Collateral is not encumbered other than by Permitted Encumbrances; (iii) none of the Collateral is affixed to real estate or an accession to other goods, nor will Collateral acquired hereafter be affixed to real estate or an accession to other goods when acquired, unless Debtor has furnished Secured Party the consents or disclaimers necessary to make this Security Interest valid against persons holding interests in the real estate or other goods; (iv) all of the Collateral is located at Debtor's address set forth above; (v) Debtor has never been known by, or done business under, any name other than those set forth above.

(e) Debtor authorizes Secured Party to (i) file financing statements and assignments covering the Collateral and all personal property of Debtor and containing such legends as Secured Party shall deem necessary or desirable to protect Secured Party's interest in the Collateral, and (ii) file and have recorded with the United States Patent and Trademark Office a short-form of a security agreement evidencing the Security Interest in the Patent Collateral and Trademark Collateral in the forms attached hereto and incorporated herein by reference as Exhibits B and C.

5. **Default** .

(a) Any "Default" as defined under the Note or the Guaranty shall be an event of default hereunder. "Senior Debt" means any indebtedness of the Debtor as defined under United States Generally Accepted Accounting Principles (" **GAAP** "), as in effect on the date hereof, that is secured by any assets of the Debtor, including, but not limited to (i) any indebtedness for borrowed money or indebtedness evidenced by notes, bonds or similar instruments, including any term loan, revolving credit financing, working capital financing, floor plan financing or real estate financing, and (ii) purchase money indebtedness and capital leases, in each case, whether now existing or entered into after the date hereof.

(b) When an event of default occurs, the entire Obligation becomes immediately due and payable at Secured Party's option without notice to Debtor, and Secured Party may proceed to enforce payment of same and exercise any and all of the rights and remedies available to a secured party under the Uniform Commercial Code as well as all other rights and remedies provided for herein or by law. When Debtor is in default, Debtor, upon demand by Secured Party, shall assemble the Collateral and make it available to Secured Party at a place reasonably convenient to both parties. Debtor is entitled to any surplus and shall be liable to Secured Party for any deficiency, arising from accounts, contract rights, or chattel paper included in the Collateral through sale thereof to the Secured Party.

6. **Remedies of Secured Party** . Secured Party may, in its discretion, after an event of default: (i) require Debtor to give possession or control of the Collateral to Secured Party, and Secured Party may take possession of the Collateral without the exercise of judicial process; (ii) indorse as Debtor's agent any instruments or chattel paper in the Collateral; (iii) notify account debtors and obligors on instruments to make payment directly to Secured Party; (iv) contact account debtors directly to verify information furnished by Debtor; (v) take control of proceeds and use cash proceeds to reduce any part of the Obligation; (vi) take any action Debtor is required to take or otherwise necessary to perfect, preserve, and enforce the Security Interest, and maintain and preserve the Collateral, without notice to Debtor, and add costs of same to the Obligation (but Secured Party is under no duty to take any such action); (vii) release Collateral in its possession to Debtor, temporarily or otherwise; (viii) take control of funds generated by the Collateral, such as dividends, interest, proceeds or refunds from insurance, and use same to reduce any part of the Obligation; and (ix) waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights.

7. **Satisfaction of Liens** . If Secured Party disposes of the Collateral following default, the proceeds of such disposition shall be applied first to the Note secured by the Guaranty included in the Obligation, and thereafter to all remaining Obligations secured hereby. For purposes of this paragraph, an extended or renewed guaranty will be considered executed on the date of the original Guaranty.

8. **Subordination** . Notwithstanding anything to the contrary set forth in this Security Agreement:

(a) The Security Interest shall be subordinated for all purposes and in all respects to the liens and security interests securing any Senior Debt, regardless of the time, manner or order of perfection of any such liens and security interests.

(b) Promptly upon Debtor's request, Secured Party will from time to time execute and deliver a subordination agreement on the terms consistent with Section 7 of the Note and this Section 8 and reasonably requested by any holder of any Senior Debt (or any agent for such holders), including but not limited to subordination provisions providing for subordination of the Note, the Obligation and the Security Interest to any Senior Debt.

9. **Release**. Upon payment in full of the Obligation, the Security Interest shall automatically terminate and be released without any further action of the Secured Party, and at such time Debtor is authorized to file terminations, releases and any other document necessary to terminate and release any evidence of the Security Interest delivered by Debtor or otherwise recorded or filed to evidence the Security Interest, including releases of UCC financing statements.

10. **Miscellaneous**. The rights and privileges of Secured Party shall inure to its successors and assigns. All representations, warranties, covenants and agreements of Debtor shall bind Debtor and Debtor's successors and assigns. Unless otherwise defined herein, definitions in the Uniform Commercial Code apply to words and phrases in this Agreement. Debtor waives presentment, demand, notice of dishonor, protest, and extension of time without notice as to any instruments and chattel paper in the Collateral. Notice mailed to Debtor's address set forth above, or to Debtor's most recent changed address on file with Secured Party, at least five (5) days prior to the related action (or, if the Uniform Commercial Code specifies a longer period, such longer period prior to the related action), shall be deemed reasonable. The laws of the State of Maryland shall govern the rights and obligations of the parties to this Security Agreement and the interpretation, construction and enforceability thereof. As used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. A photographic or other reproduction of this Security Agreement, or any financing statement signed by Debtor, is sufficient as a financing statement.

IN WITNESS WHEREOF, the parties have executed this Security Agreement under seal as of the day and year first above written.

WITNESS: NEXTGEN PRO, LLC

_____ By: /s/ Marshall Chesrown (SEAL)
Marshall Chesrown, President

"Debtor"

WITNESS: NEXTGEN DEALER SOLUTIONS, LLC

_____ By: /s/ Kartik Kakarala (SEAL)
Kartik Kakarala, Manager

"Secured Party"

EXHIBIT "A"

Permitted Encumbrances

(a) liens created hereby or otherwise securing the Note;

(b) the following liens existing on the date hereof and any renewals or extensions thereof: _____;

(c) liens (other than liens imposed under ERISA) for taxes, assessments or governmental charges or levies not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable person in accordance with GAAP;

(d) statutory or common law liens of landlords (and customary landlords' liens in leases), carriers, warehousemen, mechanics, materialmen and suppliers and other liens imposed by law or pursuant to customary reservations or retentions of title arising in the ordinary course of business, provided that such liens secure only amounts not overdue by more than 90 days or, if more than 90 days overdue, are unfiled and no other action has been taken to enforce such lien or which are being contested in good faith by appropriate proceedings for which adequate reserves determined in accordance with GAAP have been established;

(e) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any lien imposed by ERISA;

(f) deposits to secure the performance of bids, trade contracts and leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable person;

(h) judgment liens in respect of judgments, the uninsured portion of which, if any, does not exceed $100,000;

(i) liens securing Senior Debt;

(j) leases or subleases granted to others not interfering in any material respect with the business of Debtor;

(k) any interest of title of a lessor under, and liens arising from UCC financing statements (or equivalent filings, registrations or agreements in foreign jurisdictions) relating to, leases;

(l) normal and customary rights of setoff upon deposits of cash in favor of banks or other depository institutions;

(m) liens of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection;

(n) liens of sellers of goods to the Debtor arising under Article 2 of the Uniform Commercial Code or similar provisions of applicable law in the ordinary course of business, covering only the goods sold and securing only the unpaid purchase price for such goods and related expenses; and

(o) liens existing on property at the time of its acquisition; provided , that , (i) such lien was not created in contemplation of such acquisition, and (ii) such lien does not encumber any property other than the property encumbered at the time of such acquisition.

EXHIBIT “B”

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the “ Agreement ”), made this 8th day of February, 2017, by and between NEXTGEN PRO, LLC, a Delaware limited liability company, with an address of 4521 Sharon Road, Suite 370, Charlotte, North Carolina 28211 (“ Debtor ”), and NEXTGEN DEALER SOLUTIONS, LLC, a Delaware limited liability company, with an address of 1431 Greenway Drive, Suite 775, Irving, Texas 75038 (the “ Secured Party ”).

WHEREAS, Debtor has executed an Unconditional Guaranty Agreement dated even date herewith (the " **Guaranty** ") in favor of the Secured Party, pursuant to which the Debtor guaranteed the payment and performance of all obligations of Smart Server, Inc. under a Subordinated Secured Confessed Judgement Promissory Note executed in favor of the Secured Party on the date hereof.

WHEREAS, to secure the obligations under the Guaranty, the Debtor executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof (the “ Security Agreement ”).

WHEREAS, under the terms of the Security Agreement, the Debtor granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Debtor, and agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees with the Secured Party as follows:

1. Grant of Security . Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Debtor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “ Patent Collateral ”):

(a) All patents and patent applications, including patent application number 14614160 entitled “Near Field Communication (NFC) Vehicle Identification System and Process” filed with the United States Patent and Trademark Office and all registrations, reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “ Patents ”);

(b) all rights of any kind whatsoever of such Debtor accruing under any of the Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Patents; and

(d) any and all claims and causes of action, with respect to any of the Patents, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation . Debtor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Secured Party.

3. Loan Documents . This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement, including the provisions in Section 8 for subordination, shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Patent Collateral are as provided by the Security Agreement, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts . This Patent Security Agreement 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 to this Patent Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. Successors and Assigns . This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law . This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

[Intentionally Left BlankóSignature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEXTGEN PRO, LLC

By: /s/ Marshall Chesrown
Name: Marshall Chesrown
Title:President
Address for Notices:
4521 Sharon Road
Suite 370
Charlotte, North Carolina 28211
Attention: Steven Berrard

AGREED TO AND ACCEPTED:
NEXTGEN DEALER SOLUTIONS, LLC

By: /s/ Kartik Kakarala
Name: Kartik Kakarala
Title:President
Address for Notices:
1431 Greenway Drive
Suite 775
Irving, Texas 75038
Attention: Kartik Kakarala

EXHIBIT “C”

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “ Agreement ”), made this 8th day of February, 2017, by and between NEXTGEN PRO, LLC, a Delaware limited liability company, with an address of 4521 Sharon Road, Suite 370, Charlotte, North Carolina 28211 (“ Debtor ”), and NEXTGEN DEALER SOLUTIONS, LLC, a Delaware limited liability company, with an address of 1431 Greenway Drive, Suite 775, Irving, Texas 75038 (the “ Secured Party ”).

WHEREAS, Debtor has executed an Unconditional Guaranty Agreement dated even date herewith (the " **Guaranty** ") in favor of the Secured Party, pursuant to which the Debtor guaranteed the payment and performance of all obligations of Smart Server, Inc. under a Subordinated Secured Confessed Judgement Promissory Note executed in favor of the Secured Party on the date hereof.

WHEREAS, to secure the obligations under the Note, the Debtor executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof (the “ Security Agreement ”).

WHEREAS, under the terms of the Security Agreement, the Debtor granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Debtor, and agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees with the Secured Party as follows:

1. Grant of Security . Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Debtor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “ Trademark Collateral ”):

(a) All trademark registrations and applications, including the trademark

registered with the United States Trademark and Trademark Office, Registration number 4,662,863, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “ Trademarks ”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Debtor accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Trademarks; and

(d) any and all claims and causes of action, with respect to any of the Trademarks, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation . Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents . This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement, including the provisions in Section 8 for subordination, shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts . This Trademark Security Agreement 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns . This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law . This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEXTGEN PRO, LLC

By: /s/ Marshall Chesrown
Name: Marshall Chesrown
Title:President
Address for Notices:
4521 Sharon Road
Suite 370
Charlotte, North Carolina 28211
Attention: Steven Berrard

AGREED TO AND ACCEPTED:
NEXTGEN DEALER SOLUTIONS, LLC

By: /s/ Kartik Kakarala
Name: Kartik Kakarala
Title:President
Address for Notices:
1431 Greenway Drive
Suite 775
Irving, Texas 75038
Attention: Kartik Kakarala

Exhibit 31.1

CERTIFICATION

I, Marshall Chesrown, certify that:

(1) I have reviewed this Annual Report on Form 10-K 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.

February 14, 2017

By: /s/ Marshall Chesrown
Marshall Chesrown
Chairman and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Steven R. Berrard, certify that:

(1) I have reviewed this Annual Report on Form 10-K 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.

February 14, 2017

By: /s/ Steven R. Berrard
Steven R. Berrard
Chief Financial Officer

Exhibit 32.1

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

In connection with the accompanying Annual Report on Form 10-K of RumbleON, Inc. (the "Company") for the year ended December 31, 2016, 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 .

February 14, 2017

By: /s/ Marshall Chesrown
Marshall Chesrown
Chairman and Chief Executive Officer

Exhibit 32.2

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

In connection with the accompanying Annual Report on Form 10-K of RumbleON, Inc. (the "Company") for the year ended December 31, 2016, 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.

February 14, 2017

By: /s/ Steven R. Berrard
Steven R. Berrard
Chief Financial Officer

Exhibit 99.1

RumbleOn Announces Acquisition of NextGen Dealer Solutions, LLC and Technology Services Agreement with Halcyon Consulting, LLC

Kartik Kakarala will join the Board of Directors of RumbleON and serve as Chief Technology Advisor

Charlotte, NC, February 14, 2017: RumbleON (OTCQB: RMBL) today announced it has closed on the previously announced acquisition of the assets of NextGen Dealer Solutions, LLC and a technology services agreement with Halcyon Consulting, LLC.

NextGen's proprietary technology platform will underpin the operations of RumbleON and accelerate the implementation of its business plan. In addition, the technology services agreement with Halcyon Consulting will provide RumbleON with the ability to integrate NextGen's technology into the RumbleON platform and lead future enhancements. Mr. Kakarala will join the Board of Directors of RumbleON and serve as its Chief Technology Advisor.

"The acquisition of NextGen Dealer Solutions and the associated services agreement with Halcyon is a significant milestone for RumbleOn as the software acquired will significantly accelerate the RumbleON business plan and will provide us the opportunity to quickly roll out our online platform, said Marshall Chesrown, Chairman and CEO of RumbleON. "I have had personal experience with many of the previous game-changing technologies designed and built by Halcyon including applications for vehicle appraisal, inventory management and credit reporting. We are confident that utilizing this software will allow RumbleON the same opportunity in the powersports sector as we move forward. I am also pleased to welcome Kartik to the Board of Directors and as our Chief Technology Advisor, and I am confident that he will add significant value and insight to RumbleON in both roles."

About RumbleON

RumbleON (RMBL) is designed to be a unique, capital light, and disruptive e-commerce platform facilitating the ability of both consumers and dealers to Buy-Sell-Trade-Finance pre-owned recreation vehicles. It is our goal to have the platform recognized as the most trusted and effective solution for the sale, acquisition, and distribution of recreation vehicles and provide users an efficient, fast, transparent, and engaging experience. Our initial focus is the market for 650cc and larger on road motorcycles, particularly those concentrated in the Harley Davidson brand; we will look to extend to other brands and additional vehicle types and products as the platform matures.

FORWARD-LOOKING STATEMENTS

This press release contains “forward-looking statements,” as that term is defined under the Private Securities Litigation Reform Act of 1995 (PSLRA), which statements may be identified by words such as “expects,” “plans,” “projects,” “will,” “may,” “anticipate,” “believes,” “should,” “intends,” “estimates,” and other words of similar meaning. Such forward looking statements include statements about the NextGen acquisition, and the company’s implementation of its updated business plan and strategy. Readers are cautioned not to place undue reliance on these forward-looking statements, which are based on the company’s expectations as of the date of this press release and speak only as of the date of this press release and are advised to consider the following factors: the company has no operating history and no assurance can be given that the company will achieve or maintain profitability; the initial development and growth of the company’s business over the first 24 months of operations may not be indicative of the company’s future growth and, if the company continues to grow rapidly, it may not be able to manage its growth effectively; the company may require additional capital to pursue its business objectives and respond to business opportunities, challenges or unforeseen circumstances and if capital is not available on terms acceptable to the company or at all, the company may not be able to develop and grow its business as anticipated and its business, operating results and financial condition may be harmed; if key industry participants perceive the company in a negative light or relationships with them suffer harm, the company’s ability to operate and grow its business and its financial performance may be damaged; the company may be unable to develop, maintain or grow relationships with information data providers or may experience interruptions in the data feeds it provides, which may limit the information that it is able to provide to its users and dealers as well as adversely affect the timeliness of such information and may impair its ability to attract or retain consumers and dealers and to timely invoice all parties; if the company suffers a significant interruption in its ability to gain access to third-party data, its business and operating results will suffer; the success of its business will depend heavily on its marketing and branding efforts, especially with respect to the company’s website and branded mobile applications, as well as those websites of dealers that provide website solutions, and these efforts may not be successful; the failure to develop and maintain the company’s brand could harm its ability to grow unique visitor traffic and to expand the company’s dealer network; the company anticipates relying on internet search engines to drive traffic to its website, and if the company fails to appear prominently in the search results, its business would be adversely affected; a significant disruption in service on the company’s website or of its mobile applications could damage its reputation and result in a loss of consumers, which could harm its business, brand, operating results, and financial condition; if the company is unable to provide a compelling buying experience to its users, the number of transactions between the company’s users, the company and the dealers will decline and the company’s revenue and results of operations will suffer harm; the company expects that the growth of its business will rely significantly on its ability to increase the number of dealers such that the company is able to increase the number of transactions between its users and dealers and the failure to do so would limit the company’s growth; the company’s ability to grow its complementary product offerings may be limited, which could negatively impact its development, growth, revenue and financial performance; the company will be relying on third-party financing providers to finance a significant portion of its customers’ vehicle purchases; the company’s ability to sell recreational vehicles may be adversely impacted by increased supply of and/or declining prices for used recreational vehicles and excess supply of new recreational vehicles; the company will rely on a number of third parties to perform certain operating and administrative functions for the company; the company participates in a highly competitive market, and pressure from existing and new companies may adversely affect its business and operating results; seasonality or weather trends may cause fluctuations in the company’s unique visitors, revenue and operating results; the company expects to be subject to a complex framework of federal and state laws and regulations primarily concerning vehicle sales, advertising and brokering, many of which are unsettled, still developing and contradictory, which have in the past, and could in the future, subject the company to claims, challenge the company’s business model or otherwise harm its business; the company collects, processes, stores, shares, discloses and uses personal information and other data, and its actual or perceived failure to protect such information and data could damage its reputation and brand and harm its business and operating results; failure to adequately protect intellectual property could harm the company’s business and operating results; the company may in the future be subject to intellectual property disputes, which are costly to defend and could harm its business and operating results; the company depends on key personnel to operate its business, and if the company is unable to retain, attract and integrate qualified personnel, its ability to develop and successfully grow its business could be harmed; and the company may acquire other companies or technologies, which could divert management's attention, result in additional dilution to its stockholders and otherwise disrupt its operations and harm its operating results. Also, readers are advised to consider the additional factors under the heading “Cautionary Statement Regarding Forward-Looking Statements” and “Risk Factors” in the company’s Annual Report on Form 10-K, as may be supplemented or amended by the company’s Quarterly Reports on Form 10-Q and other filings with the SEC. The company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law.

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