

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2021

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

For the transition period from _____ to _____

Commission file number: 001-38839

Shift Technologies, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

82-5325852
(IRS Employer Identification No.)

2525 16th Street, Suite 316 San Francisco, California 94103-4234
(Address of principal executive offices)

Registrant's telephone number, including area code: (855) 575-6739
Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.0001 per share	SFT	Nasdaq Capital Market

Securities registered pursuant to Section 12(g) of the Exchange Act: None

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 every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No
Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input checked="" type="checkbox"/>		

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

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

As of May 13, 2021 the registrant had 84,144,419 shares of common stock outstanding.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Statements contained in this Quarterly Report on Form 10-Q that reflect our current views with respect to future events and financial performance, business strategies, and expectations for our business constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Our forward-looking statements include, but are not limited to, statements regarding our or our management’s expectations, hopes, beliefs, intentions or strategies regarding the future. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “would,” “will,” “approximately,” “shall”, the negative of any of these and any similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking.

The forward-looking statements contained in this Quarterly Report are based on our current expectations and beliefs concerning future developments and their potential effects on us. We cannot assure you that future developments affecting us will be those that we have anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond our control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements.

Some factors that could cause actual results to differ include, but are not limited to:

- our ability to sustain our current rate of growth;
- our ability to establish our software as a platform to be used by automotive dealers;
- risks relating to our inspection and reconditioning hubs;
- impacts of COVID-19 and other pandemics;
- our reliance on third-party carriers for transportation;
- cyber-attacks or other privacy or data security incidents;
- our reliance on third-party service providers to provide financing;
- changes and ambiguity in the prices of new and used vehicles;
- access to desirable vehicle inventory;
- changes in applicable laws and regulations;
- our ability to timely obtain and maintain state dealer and finance licenses necessary for our business.
- access to additional debt and equity capital;
- changes in technology and consumer acceptance of such changes;
- our reliance on internet search engines, vehicle listing sites and social networking sites to help drive traffic to our website;
- any restrictions on the sending of emails or messages or an inability to timely deliver such communications;
- seasonal and other fluctuations in our quarterly results of operations;
- competition in the markets in which we operate;
- changes in the auto industry and conditions affecting automotive manufacturers;
- natural disasters, adverse weather events and other catastrophic events;

- our dependence on key personnel;
- our dependence on the continuation of key banking relationships through which auto financing is provided to our customers;
- our reliance on third-party technology and information systems;
- our ability to remediate the material weakness in our internal controls; and
- other economic, business and/or competitive factors, risks and uncertainties, including those described in “Item 1A. Risk Factors.”

We do not undertake, and expressly disclaim, any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws. We caution you not to place undue reliance on the forward-looking statements, which speak only as of the date of this filing.

Part I - Financial Information

ITEM 1. FINANCIAL STATEMENTS

SHIFT TECHNOLOGIES, INC. AND SUBSIDIARIES
Condensed Consolidated Balance Sheets
(in thousands, except share and per share amounts)
(unaudited)

	As of March 31, 2021	As of December 31, 2020
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 176,985	\$ 233,936
Accounts receivable, net	21,208	8,426
Inventory	74,253	49,086
Prepaid expenses and other current assets	9,607	5,478
Total current assets	282,053	296,926
Property and equipment, net	3,440	2,123
Capitalized website and internal use software costs, net	7,207	6,542
Restricted cash, non-current	1,730	1,605
Deferred borrowing costs	1,391	2,149
Other non-current assets	2,331	2,748
Total assets	<u>\$ 298,152</u>	<u>\$ 312,093</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 12,906	\$ 10,675
Accrued expenses and other current liabilities	25,170	22,286
Flooring line of credit	31,343	13,870
Total current liabilities	69,419	46,831
Financial instruments liability	23,077	25,230
Other non-current liabilities	3,018	2,850
Total liabilities	95,514	74,911
Commitment and contingencies (Note 10)		
Stockholders' equity:		
Preferred stock – par value \$0.0001 per share; 1,000,000 shares authorized at March 31, 2021 and December 31, 2020, respectively	—	—
Common stock – par value \$0.0001 per share; 500,000,000 shares authorized at March 31, 2021 and December 31, 2020, respectively; 84,136,987 and 83,904,182 shares issued and outstanding at March 31, 2021 and December 31, 2020, respectively	8	8
Additional paid-in capital	519,828	511,617
Accumulated deficit	(317,198)	(274,443)
Total stockholders' equity	202,638	237,182
Total liabilities and stockholders' equity	<u>\$ 298,152</u>	<u>\$ 312,093</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

SHIFT TECHNOLOGIES, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Operations and Comprehensive Loss
(in thousands, except share and per share amounts)
(unaudited)

	Three Months Ended March 31,	
	2021	2020
Revenue		
Ecommerce revenue, net	\$ 88,954	\$ 21,916
Other revenue	4,019	683
Wholesale vehicle revenue	13,031	7,354
Total revenue	<u>106,004</u>	<u>29,953</u>
Cost of sales	<u>98,638</u>	<u>26,610</u>
Gross profit	7,366	3,343
Operating expenses:		
Selling, general and administrative expenses	50,234	13,446
Depreciation and amortization	1,101	982
Total operating expenses	<u>51,335</u>	<u>14,428</u>
Loss from operations	(43,969)	(11,085)
Change in fair value of financial instruments	2,153	—
Interest and other expense, net	(939)	(1,246)
Net loss and comprehensive loss attributable to common stockholders	<u>\$ (42,755)</u>	<u>\$ (12,331)</u>
Net loss and comprehensive loss per share attributable to common stockholders, basic and diluted	<u>\$ (0.55)</u>	<u>\$ (3.84)</u>
Weighted-average number of shares outstanding used to compute net loss per share attributable to common stockholders, basic and diluted	<u>77,909,110</u>	<u>3,214,113</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

SHIFT TECHNOLOGIES, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Stockholders' Equity
(in thousands, except share and per share amounts)
(unaudited)

	Convertible Preferred Stock		Common Stock		Additional Paid in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balance at December 31, 2020	—	\$ —	83,904,182	\$ 8	\$ 511,617	\$ (274,443)	\$ 237,182
Warrant exchange	—	—	125,160	—	(497)	—	(497)
Issuance of common stock upon exercise of vested options	—	—	107,645	—	200	—	200
Repurchase of shares related to early exercised options	—	—	—	—	132	—	132
Vesting of early exercised options	—	—	—	—	1	—	1
Stock-based compensation	—	—	—	—	8,375	—	8,375
Net loss and comprehensive loss	—	—	—	—	—	(42,755)	(42,755)
Balance at March 31, 2021	—	\$ —	84,136,987	\$ 8	\$ 519,828	\$ (317,198)	\$ 202,638

	Convertible Preferred Stock		Common Stock		Additional Paid in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balance at December 31, 2019	255,237,101	\$ 223,631	37,432,555	\$ 3	\$ 34,997	\$ (215,297)	\$ (180,297)
Retroactive application of recapitalization	(255,237,101)	(223,631)	(6,037,592)	—	223,631	—	223,631
Adjusted balance, beginning of period	—	—	31,394,963	3	258,628	(215,297)	43,334
Issuance of common stock upon exercise of vested options	—	—	38,860	—	59	—	59
Repurchase of shares related to early exercised options	—	—	—	—	41	—	41
Stock-based compensation	—	—	—	—	327	—	327
Net loss and comprehensive loss	—	—	—	—	—	(12,331)	(12,331)
Balance at March 31, 2020	—	—	31,433,823	3	259,055	(227,628)	31,430

SHIFT TECHNOLOGIES, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	\$ (42,755)	\$ (12,331)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	1,173	982
Stock-based compensation expense	8,203	267
Change in fair value of financial instruments	(2,153)	\$ —
Contra-revenue associated with milestones	159	159
Amortization of debt discount	—	1,092
Changes in operating assets and liabilities:		
Accounts receivable	(12,782)	(618)
Inventory	(25,167)	(3,537)
Prepaid expenses and other current assets	(4,129)	(534)
Other non-current assets	296	130
Accounts payable	1,760	1,309
Accrued expenses and other current liabilities	3,005	2,160
Other non-current liabilities	915	(17)
Net cash, cash equivalents, and restricted cash used in operating activities	<u>(71,475)</u>	<u>(10,938)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(1,135)	(168)
Capitalized website internal-use software costs	(1,353)	(1,103)
Net cash, cash equivalents, and restricted cash used in investing activities	<u>(2,488)</u>	<u>(1,271)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from flooring line of credit facility	57,096	8,103
Repayment of flooring line of credit facility	(39,661)	(10,380)
Exchange of warrants for cash	(497)	—
Proceeds from stock option exercises, including from early exercised options	200	59
Repurchase of shares related to early exercised options	(1)	—
Net cash, cash equivalents, and restricted cash provided by (used in) financing activities	<u>17,137</u>	<u>(2,218)</u>
Net decrease in cash, cash equivalents and restricted cash	(56,826)	(14,427)
Cash, cash equivalents and restricted cash, beginning of period	235,541	44,576
Cash, cash equivalents and restricted cash, end of period	<u>\$ 178,715</u>	<u>\$ 30,149</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest	<u>\$ 176</u>	<u>\$ 287</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Vesting of exercised options	<u>\$ 132</u>	<u>\$ 41</u>
Stock-based compensation capitalized to internal-use software	<u>\$ 172</u>	<u>\$ 60</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

SHIFT TECHNOLOGIES, INC. AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
(unaudited)

1. DESCRIPTION OF THE BUSINESS AND ACCOUNTING POLICIES

Shift Platform, Inc., formerly known as Shift Technologies, Inc. (“Legacy Shift”) was incorporated in the State of Delaware on December 9, 2013. The Company conducts its business through Legacy Shift and its wholly owned subsidiaries Shift Operations, LLC, and Shift Finance, LLC.

The Company is based in and operates out of San Francisco, California and operates hubs to purchase, recondition and/or sell vehicles in San Francisco, Los Angeles, Sacramento, San Diego, Portland, and Seattle. Shift operates an innovative platform to make car purchases, car sales and ownership simple. Shift’s innovative platform, which includes proprietary pricing technology, provides consumers with a digital purchase and selling experience, and includes offerings throughout the sales cycle, including vehicle pickup and delivery at a customer’s location.

The Company currently is organized into two reportable segments: Retail and Wholesale. The Retail segment represents retail sales of used vehicles through the Company’s ecommerce platform and fees earned on sales of value-added products associated with those vehicles sales such as vehicle service contracts, guaranteed asset protection waiver coverage, prepaid maintenance plans, and appearance protection plans. The Wholesale segment represents sales of used vehicles through wholesale auctions or directly to a wholesaler (“DTW”).

Insurance Acquisition Corp. Merger

On October 13, 2020, Insurance Acquisition Corp. (“IAC”), an entity listed on the Nasdaq Capital Market under the trade symbol “INSU”, acquired Legacy Shift by the merger of IAC Merger Sub, Inc., a direct wholly owned subsidiary of IAC, with and into Legacy Shift, with Legacy Shift continuing as the surviving entity and a wholly owned subsidiary of IAC (the “Merger”). The public company resulting from the merger was renamed Shift Technologies, Inc., which we refer to as Shift, we, us, our, SFT, or the Company. Upon the consummation of the Merger, Shift received approximately \$300.9 million, net of fees and expenses. See Note 2 - Merger for additional details regarding this transaction.

COVID-19

In March 2020, the World Health Organization declared the outbreak of the novel coronavirus disease (“COVID-19”) as a pandemic, and the Company expects its operations in all locations to be affected as the virus continues to proliferate. The Company saw a slowing of vehicle sales immediately following the shelter in place ordinances in March; however, within five weeks, weekly sales volume rebounded nearly to pre-COVID-19 volumes. The Company has adjusted certain aspects of its operations to protect its employees and customers while still meeting customers’ needs for vital technology, including implementing contactless purchase and delivery processes and applying long-term antimicrobial surface and air protection systems for its entire inventory.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), was signed into law in response to the COVID-19 pandemic. The CARES Act includes several significant income tax relief provisions as well as the deferral of the employer portion of the social security payroll tax. The income tax benefits include a favorable increase in the interest expense limitation under section 163(j), allowing a five-year net operating loss (“NOL”) carryback provision for certain NOLs, and increasing the amount of NOLs corporations may use to offset income for taxable years beginning before 2021. The Company has evaluated the income tax impacts of the CARES Act and does not expect that the income tax relief provisions of the CARES Act would not significantly impact the Company, since it has had taxable losses since inception. In addition, the Company has adopted the deferral of the employer portion of the social security payroll tax. The deferral is effective from the enactment date through December 31, 2020. As of March 31, 2021, the Company had deferred \$1.3 million. The deferred amount will be paid in two installments and the amount will be considered timely paid if 50% of the deferred amount is paid by December 31, 2021 and the remainder by December 31, 2022.

SHIFT TECHNOLOGIES, INC. AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
(unaudited)

Basis of Presentation

Our unaudited interim condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

The interim condensed consolidated balance sheets as of March 31, 2021 and December 31, 2020, the interim condensed consolidated statements of operations and comprehensive loss, condensed consolidated statements of stockholders' equity for the three months ended March 31, 2021 and 2020, and condensed consolidated statements of cash flows for the three months ended March 31, 2021 and 2020, and amounts relating to the interim periods included in the accompanying notes to the interim condensed consolidated financial statements are unaudited. The unaudited interim financial statements have been prepared on the same basis as the audited consolidated financial statements contained in the Company's most recent Annual Report on Form 10-K, and in management's opinion, includes all adjustments, consisting of only normal recurring adjustments, necessary for the fair presentation of the Company's condensed consolidated balance sheet as of March 31, 2021, and its results of operations for the three months ended March 31, 2021 and 2020, and cash flows for the three months ended March 31, 2021 and 2020. The results for the three months ended March 31, 2021, are not necessarily indicative of the results expected for the fiscal year or any other periods. These interim financial statements should be read in conjunction with the Company's consolidated financial statements and related notes for the fiscal year ended December 31, 2020 included in our Annual Report on Form 10-K filed with the United States Securities and Exchange Commission ("SEC") on March 19, 2021.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. On an ongoing basis, the Company evaluates its estimates and assumptions, including those related to the valuation of vehicle inventory, capitalized website and internal-use software development costs, fair value of common stock, financial instruments, stock-based compensation and income taxes.

The COVID-19 pandemic has adversely impacted the global economy, as well as the Company's operations, and the extent and duration of the impacts remain unclear. The Company's future estimates, including, but not limited to, the inventory valuations, and fair value measurements, may be impacted and continue to evolve as conditions change as a result of the COVID-19 pandemic.

Management bases its estimates on historical experience and various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ materially from those estimates.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability.

The authoritative guidance on fair value measurements establishes a three-tier fair value hierarchy for disclosure of fair value measurements as follows:

Level 1 — Quoted prices in active markets for identical assets or liabilities.

Level 2 — Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

SHIFT TECHNOLOGIES, INC. AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
(unaudited)

Assets and liabilities measured at fair value are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires management to make judgments and consider factors specific to the asset or liability. As of March 31, 2021 and December 31, 2020, all liability-classified financial instruments that are remeasured on a recurring basis have been valued using Level 3 inputs. The determination of the fair value of the Lithia warrants subject to remeasurement is based on the Black-Scholes valuation model, which requires significant estimates including the expected volatility of our common stock, expected dividend yield, option term and risk-free rate.

The fair value of the Escrow Shares was determined using a Monte Carlo valuation model, which requires significant estimates including the expected volatility of our common stock. The liability arising from the Escrow Shares is included in financial instruments liability in the condensed consolidated balance sheets. The expected annual volatility of our common stock was estimated to be 67.60% and 63.93% as of March 31, 2021 and December 31, 2020, respectively, based on the historical volatility of comparable publicly traded companies.

The below table illustrates the changes in the fair value of the Company's Level 3 financial instruments:

<i>(in thousands)</i>	2021	2020
Balance as of January 1,	\$ 25,230	\$ 4,810
Remeasurement of Escrow Shares liability	(2,153)	—
Balance as of March 31,	<u>\$ 23,077</u>	<u>\$ 4,810</u>

All Legacy Shift warrants outstanding prior to the merger were exercised and settled via net share settlement. The number of shares issued upon the exercise of the warrants was reduced in lieu of cash payment for the exercise price of the warrants. There were no warrants outstanding at March 31, 2021.

Recently Issued Accounting Standards

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. This ASU requires a lessee to recognize in the statement of financial position a liability to make lease payments (the lease liability) and a right-to-use asset representing its right to use the underlying asset for the lease term. This ASU is effective for public and private companies' fiscal years beginning after December 15, 2018, and December 15, 2021, respectively, with early adoption permitted. The Company expects to adopt ASU 2016-02 under the private company transition guidance beginning January 1, 2022, and is currently evaluating the impact on the Company's condensed consolidated financial statements.

In June 2016, the FASB issued ASU 2016-13, *Financial instruments — Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and subsequent related ASUs, which amends the guidance on the impairment of financial instruments by requiring measurement and recognition of expected credit losses for financial assets held. This ASU is effective for public and private companies' fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2019, and December 15, 2022, respectively. The Company expects to adopt ASU 2016-13 under the private company transition guidance beginning January 1, 2023, and is currently evaluating the impact on the Company's condensed consolidated financial statements.

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* ("ASU 2019-12"). ASU 2019-12 removes certain exceptions to the general principles in Topic 740 and also clarifies and amends existing guidance to improve consistent application. ASU 2019-12 will be effective for public entities for interim and annual periods beginning after December 15, 2020, with early adoption permitted. ASU 2019-12 will be effective for the Company for annual periods beginning after December 15, 2021, and interim periods beginning after December 15, 2022, with early adoption permitted. The Company is currently assessing the impact, if any, the guidance will have on the Company's condensed consolidated financial statements.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform*, which provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. The guidance is effective for all entities during the period March 12, 2020, through December 31, 2022. The Company is currently assessing the impact, if any, the guidance will have on the Company's consolidated financial statements.

SHIFT TECHNOLOGIES, INC. AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
(unaudited)

2. MERGER

On October 13, 2020, Legacy Shift and IAC consummated the Merger, with Legacy Shift surviving the Merger as a wholly-owned subsidiary of IAC, which was renamed “Shift Technologies, Inc.” Immediately prior to the closing of the Merger, all shares of outstanding redeemable convertible preferred stock of Legacy Shift were automatically converted into shares of Legacy Shift common stock, and all outstanding warrants for Legacy Shift shares were exercised. Upon the consummation of the Merger, each share of Legacy Shift common stock issued and outstanding was canceled and converted into the right to receive 0.1073 shares (the “Exchange Ratio”) of Class A common stock of IAC.

In connection with the execution of the merger agreement, IAC entered into separate subscription agreements (each, a “Subscription Agreement”) with a number of investors (each a “Subscriber”), pursuant to which the Subscribers agreed to purchase, and IAC agreed to sell to the Subscribers, an aggregate of 18,900,000 shares of common stock (the “PIPE Shares”), for a purchase price of \$10 per share and an aggregate purchase price of \$189.0 million, in a private placement pursuant to the subscription agreements (the “PIPE”). The PIPE investment closed simultaneously with the consummation of the Merger.

The Merger is accounted for as a reverse recapitalization in accordance with GAAP. Under this method of accounting, IAC was treated as the “acquired” company for financial reporting purposes (See Note 1 - Description of the Business and Accounting Policies). Accordingly, for accounting purposes, the Merger was treated as the equivalent of Shift issuing stock for the net assets of IAC, accompanied by a recapitalization. The net assets of IAC of \$0.1 million are stated at historical cost, with no goodwill or other intangible assets recorded.

Escrow Shares

The former Legacy Shift stockholders are entitled to receive up to an additional 6,000,218 shares of the Company’s common stock (the “Escrow Shares”). The Escrow Shares were issued to a third-party escrow agent in connection with the closing of the Merger, with each former Legacy Shift stockholder listed as beneficiary in proportion to their percentage ownership of Legacy Shift common shares immediately prior to the Merger. The Escrow Shares will be released to the beneficiaries if the following conditions are achieved following October 13, 2020, the date of the closing of the Merger:

- i. if at any time during the 12 months following the closing, the closing share price of the Company’s common stock is greater than \$12.00 over any 20 trading days within any 30 trading day period, 50% of the Escrow Shares will be released; and
- ii. if at any time during the 30 months following the closing, the closing share price of the Company’s common stock is greater than \$15.00 over any 20 trading days within any 30 trading day period, 50% of the Escrow Shares will be released.
- iii. If, during the 30 months following the closing, there is a change of control (as defined in the Merger Agreement) that will result in the holders of the Company’s common stock receiving a per share price equal to or in excess of \$10 per share (as equitably adjusted for stock splits, stock dividends, special cash dividends, reorganizations, combinations, recapitalizations and similar transactions affecting the common stock after the date of the Merger), then all Escrow Shares shall be released to the Legacy Shift stockholders effective as of immediately prior to the consummation of such change of control.

The Escrow Shares are legally outstanding and the beneficiaries retain all voting, dividend and distribution rights applicable to the Company’s common stock while the shares are in escrow. If the conditions for the release of the Escrow Shares are not met, the shares and any dividends or distributions arising therefrom shall be returned to the Company. The Escrow Shares are not considered outstanding for accounting purposes, and as such are excluded from the calculation of basic net loss per share (see Note 12).

SHIFT TECHNOLOGIES, INC. AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
(unaudited)

The Escrow Shares meet the accounting definition of a derivative financial instrument. As the number of Escrow Shares that will ultimately be released is partially dependent on variables (namely, the occurrence of a change in control) that are not valuation inputs to a “fixed for fixed” option or forward contract, the Escrow Shares are not considered to be indexed to the Company’s common stock and are therefore classified as a liability. The Company’s obligation to release the Escrow Shares upon achievement of the milestones was recorded to financial instruments liability on the condensed consolidated balance sheets at fair value as of the date of the Merger. Subsequent changes in the fair value of the liability are recorded to change in fair value of financial instruments on the condensed consolidated statements of operations and comprehensive loss. No Escrow Shares had been released as of March 31, 2021. During the three months ended March 31, 2021, the Company recognized a gain related to the change in fair value of the Escrow Shares of \$2.2 million, which is included in change in fair value of financial instruments on the condensed consolidated statements of operations and comprehensive loss.

3. PROPERTY AND EQUIPMENT, NET

Property and equipment, net consists of the following (in thousands):

	<u>As of March 31, 2021</u>	<u>As of December 31, 2020</u>
Equipment	\$ 3,420	\$ 2,132
Furniture and fixtures	191	158
Leasehold improvements	1,695	1,408
Total property and equipment	5,306	3,698
Less: accumulated depreciation	(1,866)	(1,575)
Property and equipment, net	<u>\$ 3,440</u>	<u>\$ 2,123</u>

Depreciation expense related to property and equipment was \$0.3 million and \$0.2 million for the three months ended March 31, 2021 and 2020, respectively, is included in depreciation and amortization in the condensed consolidated statements of operations and comprehensive loss.

4. CAPITALIZED WEBSITE AND INTERNAL-USE SOFTWARE COSTS, NET

Capitalized website and internal use software costs, net consists of the following (in thousands):

	<u>As of March 31, 2021</u>	<u>As of December 31, 2020</u>
Capitalized website domain costs – nonamortizable	\$ 385	\$ 385
Capitalized website and internal-use software development costs – amortizable	18,857	17,308
Less: accumulated amortization	(12,035)	(11,151)
Capitalized website and internal-use software development costs, net	<u>\$ 7,207</u>	<u>\$ 6,542</u>

Amortization of capitalized software development costs is included in depreciation and amortization in the condensed consolidated statements of operations and comprehensive loss and amounted to \$0.9 million and \$0.7 million for the three months ended March 31, 2021 and 2020, respectively.

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5. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consist of the following (in thousands):

	As of March 31, 2021	As of December 31, 2020
Liability for vehicles acquired under OEM program	\$ 10,940	\$ 11,461
Accrued payroll related costs	5,462	4,155
Provision for DMV refunds	1,049	1,093
Accrued sales taxes	3,056	1,503
Common stock subject to repurchase liability, current	379	524
Other accrued expenses	4,284	3,550
Total accrued expenses and other current liabilities	\$ 25,170	\$ 22,286

In November 2019, the Company entered into an arrangement with an original equipment manufacturer (“OEM”) to sell vehicles sourced locally through the trade-in program of the OEM on the Company’s platform. Under the terms of the arrangement, the Company has the option to provisionally accept any trade-ins based on information provided by the OEM. The Company transports any accepted vehicles to its inspection and reconditioning center where Shift inspects the vehicle and makes a final purchasing decision regarding the vehicle. Any rejected vehicles are sent to wholesale auction facilities at Shift’s expense, at which point Shift has no further obligations to the automaker for the rejected vehicle. The Company records inventory received under the arrangement with the OEM equal to the amount of the liability due to the OEM to acquire such vehicles. The liability due to the OEM provider for such acquired vehicles is equal to the OEM’s original acquisition price. The final price paid to the OEM upon sale of the vehicle includes an additional amount equal to 50% of the excess of the sales price over the original acquisition price.

6. BORROWINGS

Flooring Line of Credit

On October 11, 2018, the Company entered into a flooring line of credit facility (“FLOC”) with U.S. Bank National Association (“US Bank”), with the proceeds from such arrangement available to finance the purchase of vehicles. The FLOC initially allowed for a \$30.0 million commitment of advances, whereby the Company may borrow, prepay, repay and reborrow the advances. Advances may be prepaid in part or in full at any time without charge, penalty or premium. The Company may request a one-time increase in the commitment by an amount equal to \$20.0 million, provided that certain conditions in the facility agreement are met. The expiration date of the facility was initially September 30, 2019. Advances under the facility accrue interest at LIBOR plus 2.00% and as of March 31, 2021, LIBOR was 0.11%. The obligations under the facility are secured by substantially all of the Company’s inventory, both currently owned or acquired thereafter. Repayment of obligations under the facility are guaranteed by Lithia. Upon expiration of the facility, Lithia has guaranteed the provision of the flooring line of credit through October 11, 2021 if the Company is unable to secure an extension of the flooring line of credit facility with US Bank. With the signing of the flooring line of credit with US Bank, the Company entered into the commercial agreement for Milestone 1 and the related warrants were issued. Refer to Note 9 - Related Party Transactions for further details regarding the guarantee of the flooring line of credit, the commercial agreement and the warrants.

The loan and security agreement contained a financial covenant that required the Company to maintain a total balance of unrestricted cash and the amount of principal available to be drawn (together, the “Borrower’s Liquidity”) equal to or exceeding four times the decrease, if any, of the cash and cash equivalents balance on the determination date compared with the balance three months prior (together calculated with the Borrower’s Liquidity, the “Liquidity Covenant”). The loan and security agreement also sets forth negative covenants that restrict indebtedness, liens, investments, sales of assets, fundamental changes, distributions and other matters.

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On February 14, 2019, the Company entered into the first amendment to the FLOC to increase the loanable amount to 100% of cost for used vehicles purchased at auction or 100% of the wholesale value of used cars determined by US Bank. The original loanable amount ranges from 50% to 100%, depending on the purchased channel and model years of each vehicle. The Company also agreed to open a commercial sweep account that reduces the principal balance outstanding. Interest income is earned from the commercial sweep account.

On November 29, 2019, the loan and security agreement expiration date was amended from December 31, 2019 to September 30, 2020. The advance for loan amount was reduced from 100% to 80% of the wholesale value of used vehicles acquired. The Company is required to pay the remaining related principal portion for any used vehicle not sold at least six months after the advance/funding date. The Liquidity Covenant was further reduced to two times the Company's three-month cash burn amount of January, February and March 2020, one-half times the three-month cash burn amount of April, May and June 2020, and one times the three-month cash burn amount of succeeding months.

On December 21, 2020, the loan and security agreement was further amended to extend the expiration date to October 11, 2021 and to increase the amount available under the FLOC to \$50.0 million. The amendment also requires the Company to pay a fee of 0.40% per annum on unused availability under the FLOC.

The FLOC is subject to customary subjective acceleration clauses, effective upon a material adverse change in the Company's business or financial condition, or a material impairment in the Company's ability to repay the borrowing. As of March 31, 2021, the Company was not in breach of any debt covenants or subjective acceleration clauses.

Delayed Draw Term Loan Agreement

Concurrent with the initial closing of the Series D Convertible Preferred Stock, the Company also entered into the Delayed Draw Term Loan Agreement ("DDTL") with Lithia, whereby Lithia agreed to make up to two term loans ("Term Loan A" and "Term Loan B") from November 29, 2019, to June 12, 2020 (extended by amendment to July 31, 2020), with a maximum principal amount of \$12.5 million per term loan. Interest accrues on the outstanding principal amount of each Term Loan at a rate equal to LIBOR plus 0.50%. The terms of the DDTL include various restrictive covenants, events of default, and security interests in the Company's assets.

In December 2019, the Company drew down on Term Loan A in the amount of \$12.5 million. In July 2020, the Company drew down \$12.5 million to fund Term Loan B. The DDTL, including both Term Loans A and B, was repaid in full in November 2020.

SBA PPP Loan

On April 22, 2020, the Company, through Shift Platform Inc. (then named Shift Technologies, Inc.), and its wholly owned subsidiary, Shift Operations LLC, obtained loans under the Paycheck Protection Program (the "PPP Loans") with an outstanding principal amount of \$6.1 million. The PPP Loans were made through Newtek Small Business Finance (the "Lender"), and the Company entered into two U.S. Small Business Administration Paycheck Protection Program Notes (the "Agreements") with the Lender evidencing the PPP Loans. Interest accrues on the outstanding principal balances of the PPP Loans at a fixed rate of 1.0%, which is deferred for the first nine months of the term of the PPP Loans.

In conjunction with closing of the Merger in October 2020, the Company repaid the outstanding balance and accrued interest on the PPP Loans in full.

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7. STOCKHOLDERS' EQUITY

Warrant Exchange

On December 24, 2020, the Company announced the preliminary results of its offer to exchange ("Offer") 0.25 shares of Class A common stock and \$1.00 in cash, without interest, for each of the 7,532,500 outstanding publicly traded warrants to purchase the Class A common stock of the Company, formerly known as Insurance Acquisition Corp. ("IAC"), in connection with the initial public offering of IAC's securities on March 22, 2019, which entitle such warrant holders to purchase one share of Class A common stock at an exercise price of \$11.50, subject to adjustments (the "Public Warrants"), upon the terms and subject to the conditions set forth in the Company's Tender Offer Statement on Schedule TO originally filed by the Company with the Securities and Exchange Commission (the "SEC") on November 5, 2020, as amended. The Offer to exchange expired on December 23, 2020. On December 28, 2020, the Company issued an aggregate of 1,744,088 shares of Class A common stock and \$7.0 million in cash in exchange for the Public Warrants validly tendered and accepted for exchange in accordance with the Offer.

Pursuant to the terms of the Offer, on December 28, 2020, the Company issued an aggregate of 53,125 shares of Class A common stock and \$0.2 million in cash to the holders of 212,500 privately placed warrants, at the same exchange ratio offered to the Public Warrant holders in the Offer (the "Private Exchange").

In connection with the Offer and the Private Exchange, the Company issued an aggregate of 1,798,203 shares of Class A common stock, representing approximately 2.1% of the shares of Class A Common Stock outstanding after such issuances. The Company subsequently issued 125,160 additional shares of Class A common stock and distributed \$0.5 million in cash on January 14, 2021 in exchange for all remaining Public Warrants that were outstanding at December 31, 2020. There were no warrants outstanding at March 31, 2021.

8. STOCK-BASED COMPENSATION PLANS

The Company's 2014 Stock Option Plan (the "2014 Plan") provides for the grant of restricted stock awards and incentive and non-qualified options and to purchase common stock to officers, employees, directors, and consultants. Options granted to employees and non-employees generally vest ratably over four to five years, with a maximum contractual term of ten years. Outstanding awards under the 2014 Plan continue to be subject to the terms and conditions of the 2014 Plan. Following the Merger, no further awards will be made under the 2014 Plan. The number of shares authorized for issuance under the 2014 Plan was reduced to the number of shares subject to awards outstanding under the 2014 Plan immediately after the Merger. Shares reserved for awards that are subsequently expired or forfeited will no longer be returned to the pool of shares authorized for issuance under the 2014 Plan.

Each Legacy Shift option from the 2014 Plan that was outstanding immediately prior to the Merger, whether vested or unvested, was converted into an option to purchase a number of shares of post-Merger common stock (each such option, a "Converted Option") equal to the product (rounded down to the nearest whole number) of (i) the number of shares of Legacy Shift common stock subject to such Legacy Shift option immediately prior to the Merger and (ii) the equity award exchange ratio. The per share exercise price for each share of post-Merger common stock issuable upon exercise of the Converted Option is equal to the exercise price per Legacy Shift share of each Legacy Shift option immediately before the Merger, with certain adjustments necessary to preserve ISO classification of awards for income tax purposes. The mechanism of conversion resulted in the fair value of each Converted Option award equaling the fair value of the corresponding Legacy Shift option award immediately prior to the consummation of the Merger. Except as specifically provided in the Merger Agreement, following the Merger, each Converted Option continues to be governed by the same terms and conditions (including vesting and exercisability terms) as were applicable to the corresponding former Legacy Shift option immediately prior to the consummation of the Merger. All stock option activity was retroactively restated to reflect the Converted Options.

At the Company's special meeting of stockholders held on October 13, 2020, the stockholders approved the 2020 Omnibus Equity Compensation Plan (the "2020 Plan"). The 2020 Plan provides for the grant of incentive and non-qualified stock option, restricted stock units ("RSUs"), restricted share awards, stock appreciation awards, and cash-based awards to employees, directors, and consultants of the Company. Awards under the 2020 Plan expire no more than ten years from the date of grant. The 2020 Plan became effective immediately upon the closing of the Merger.

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Activity related to employee and non-employee stock options issued under the 2014 Plan is set forth below:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (000's)
As of December 31, 2020	2,356,623	\$ 1.80	8.40	\$ 15,230
Granted	—	—		
Exercised	(107,645)	1.86		
Forfeited	(178,441)	2.47		
Cancelled (expired)	(24,847)	3.30		
As of March 31, 2021	2,045,690	\$ 1.74	7.83	\$ 13,455
Exercisable as of March 31, 2021	2,045,690	\$ 1.74	7.83	\$ 13,455

Activity related to employee and non-employee RSU awards issued under the 2020 Plan is set forth below:

	Number of Shares	Weighted Average Grant Date Fair Value	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (000's)
As of December 31, 2020	—	\$ —	—	\$ —
Granted	7,345,862	7.04		
Vested	—	—		
Forfeited	(7,058)	8.26		
As of March 31, 2021	7,338,804	\$ 7.04	1.79	\$ 61,059

The RSUs granted during three months ended March 31, 2021 include 1,702,892 RSUs that vest if the closing price of the Company's common stock exceeds thresholds ranging from \$23 to \$28 during the two year period following the second anniversary of the closing of the Merger. The grant date fair values of awards with market-based vesting conditions were determined using a Monte Carlo valuation model, which requires significant estimates including the expected volatility of our common stock.

Stock-Based Compensation Expense

For the three months ended March 31, 2021 and 2020, the Company recorded stock-based compensation expense of \$8.2 million and \$0.3 million, respectively, to selling, general and administrative expenses on the condensed consolidated statements of operations and comprehensive loss. In addition, the Company capitalized stock-based compensation costs of \$0.2 million and \$0.1 million, respectively, to capitalized website and internal use software costs, net.

As of March 31, 2021, there was \$45.9 million of unrecognized stock-based compensation expense that is expected to be recognized over a weighted-average period of 2.45 years.

Common Stock Subject to Repurchase Related to Early Exercised Options

The Company typically allows employees to exercise options prior to vesting. Upon termination of service of an employee, the Company has the right to repurchase at the original purchase price any non-vested but issued common shares. Such an exercise is not substantive for accounting purposes. The consideration received for an exercise of an option is considered to be a deposit of the exercise price, and the related dollar amount is recorded as a liability. The liability is reclassified to additional paid in capital as the award vests.

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As of March 31, 2021 and December 31, 2020, the Company has recorded a liability of \$0.6 million and \$0.7 million relating to 147,659 and 294,761 options that were exercised but not vested, respectively.

9. RELATED PARTY TRANSACTIONS

Sales with Related Party

The Company operates a one-sided marketplace (“OSM”) program whereby the Company acquires cars from various sources in Oxnard, California and sells them directly and solely to Lithia. The Company invoices Lithia based on the purchase price of the car plus an agreed upon margin. During the three months ended March 31, 2021 and 2020, the Company recognized approximately \$2.3 million and \$1.0 million, respectively, of sales from the OSM agreement with Lithia.

Accounts Receivable from Related Party

As of March 31, 2021 and December 31, 2020, the Company has \$1.3 million and \$0.6 million in outstanding accounts receivable from Lithia, which is comprised of \$1.3 million and \$0.5 million, respectively, in vehicle sales and \$0.1 million and \$0.1 million, respectively, in commissions based on the number of loan contracts booked with US bank. The Company operates under Lithia’s master agreement with US Bank where the collections pass through Lithia.

Warrant and Commercial Agreements

In September 2018, the Company entered into a warrant agreement (the “Warrant Agreement”) and a commercial agreement for Milestone 1 with Lithia and granted Lithia a warrant to purchase 86,661,588 shares of Legacy Shift common stock at an exercise price of \$0.01 per share (the “Warrant Shares”). The Warrant Shares were scheduled to vest and become exercisable in six separate tranches of 14,443,598 shares each. Vesting and exercisability was dependent upon the achievement of the Milestones, as defined below. While the Warrant Agreement establishes general vesting terms for each of the six Milestones, each of the six Milestones contains substantive service or performance requirements, and were non-binding as neither the Company nor Lithia were obligated to perform until the commercial agreement associated with each Milestone was executed.

Two tranches of 14,443,598 Warrant Shares were scheduled to vest and become immediately exercisable upon the achievement of each of Milestone 1 and Milestone 2. The remaining four tranches of 14,443,598 Warrant Shares were scheduled to vest and become exercisable on January 12, 2020 (the “Vesting Cliff Date”), provided that Milestone 3, Milestone 4, Milestone 5 and Milestone 6 were achieved prior to such date. If such Milestone had not been achieved by the Vesting Cliff Date, such 14,443,598 Warrant Shares would vest and become immediately exercisable upon the achievement of such Milestone. With respect to any unvested Warrant Shares that had not vested by June 12, 2020 (the “Vesting Termination Date”), the Warrant would automatically terminate. All Warrant Shares became vested prior to the Vesting Termination Date and were exercised prior to the Merger.

- Milestone 1 — the Company, with Lithia’s assistance, enters into acceptable credit facilities with access to asset-based used vehicle floorplan financing.
- Milestone 2 — the Company and Lithia enter into a data sharing commercial agreement whereby Lithia agrees to transfer certain historical transaction and inventory data to the Company.
- Milestone 3 — the Company and Lithia enter into a lease and services agreement whereby Lithia will make available at least one of its locations for the Company’s use as a storage/reconditioning/retail delivery center.
- Milestone 4 — the Company and Lithia enter into a lease and services agreement whereby Lithia will make available at least three of its locations for the Company’s use as a storage/reconditioning/retail delivery center.
- Milestone 5 — the Company and Lithia enter a commercial agreement whereby Lithia agrees to use commercially reasonable best efforts to help the Company secure and maintain access to finance and insurance products on par with a typical Lithia store.

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- Milestone 6 — the Company and Lithia entering into a commercial agreement where Lithia will purchase mutually-agreed upon vehicles from the Company in a minimum of three existing Lithia markets.

2018 Milestones

The commercial agreement agreed to with Lithia in September 2018 was entered into concurrently with arrangements that provide for Lithia's guarantee of the flooring line of credit for a three-year period and the provision by Lithia for the delayed draw facility, see Note 6 - Borrowings. The Company determined that there was significant value in the terms received related to both the guarantee and delayed draw facility, for which the Company transferred the warrants identified in Milestone 1 as compensation. Accordingly, upon entering into the arrangements, the Company measured the fair value of the guarantee received at \$9.1 million and the fair value of the delayed draw facility at \$5.7 million.

The fair value of the guarantee is treated as a deferred borrowing cost associated with the flooring line of credit and is included within deferred borrowing costs on the condensed consolidated balance sheets and is being amortized over the three-year guarantee period, which resulted in \$0.8 million and \$0.9 million of interest expense during the three months ended March 31, 2021 and 2020, respectively. The deferred loan commitment cost was amortized over the four-year loan commitment period and the remaining balance was written off when the DDTL was repaid on November 10, 2020. Amortization of the deferred loan commitment cost associated with the delayed draw facility resulted in total interest expense of zero and \$0.3 million during three months ended March 31, 2021 and 2020, respectively.

The warrants issued with Milestone 1 were determined to be liability classified, subject to remeasurement, and were recorded as a non-current liability on the condensed consolidated balance sheets as of March 31, 2020. The warrants were exercised in connection with the Merger closing on October 13, 2020. No remeasurement gains or losses related to the warrants were recorded for the three months ended March 31, 2021 and 2020, respectively.

2019 Milestones

In connection with the negotiations related to Milestone 5, Lithia facilitated an agreement with Automotive Warranty Services ("AWS") to sell and market AWS's service plans, whereby the Company receives commission rates from AWS of comparable terms to those received by Lithia. In substance the Company paid Lithia, in the form of Warrant Shares, to make an upfront payment to Company's customers on behalf of the Company as the Company achieved favorable pricing from AWS. The benefits of this agreement were guaranteed by Lithia for an initial term of five years commencing on the signing date of the agreement. Such arrangement was the first of a number of agreements to be entered into under the terms of Milestone 5, see further discussion below. The estimated fair value of the in substance upfront payment to AWS was \$2.8 million with an offsetting entry recorded to additional paid-in capital, representing a capital transaction with a related party.

Milestone 5 was met in October 2019 and the Company recorded the warrants to additional paid-in capital based on a fair value of \$4.3 million. Milestone 5 was achieved after a mutual signed agreement was entered into evidencing that Lithia provided commercially best efforts to help the Company secure and maintain access to four finance and insurance products on par with a typical Lithia store. The fair value of the in substance upfront payment, other than the \$2.8 million for AWS discussed above, was \$0.4 million and was recorded to other non-current assets on the condensed consolidated balance sheets. The combined asset recorded of \$3.2 million is subject to amortization over a five-year period expected period of benefit. During the three months ended March 31, 2021 and 2020, the Company amortized \$0.2 million and \$0.2 million, respectively of the asset as a reduction to finance and insurance sales, which is recorded within other revenue on the condensed consolidated statements of operations and comprehensive loss. As of March 31, 2021 and December 31, 2020, the remaining asset, net of amortization, was \$1.7 million and \$1.9 million, respectively.

Lease Agreements

On November 1, 2018 and July 10, 2019, pursuant to Milestone 3 and 4, the Company and Lithia, entered into license and services agreements that govern the Company's access to and utilization of reconditioning, offices and parking spaces at the Concord and Portland facilities of Lithia, respectively. Both agreements expire on October 12, 2021, with automatic 12 month renewal subject to terms and conditions of the agreements. During the three months ended March 31, 2021 and 2020, total costs related to these agreements were approximately \$50 thousand and \$22 thousand, respectively, and were expensed to selling, general and administrative expenses on the condensed consolidated statements of operations and comprehensive loss.

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Flooring Line of Credit Guarantee

In February 2019, the Company entered into a guarantee agreement with Lithia. The interest rate is 1.50% per annum based on a daily outstanding flooring line of credit and is payable monthly to Lithia. For the three months ended March 31, 2021 and 2020, the Company recorded \$31 thousand and \$52 thousand of interest and \$0.8 million and \$0.9 million, respectively of deferred borrowing cost amortization to interest and other expense, net on the condensed consolidated statements of operations and comprehensive loss.

Delayed Draw Term Loan Agreement

The Company drew down \$12.5 million on December 27, 2019, in accordance with the DDTL agreement. On July 2, 2020, an additional \$12.5 million was drawn down. On November 10, 2020 the outstanding amount of \$25.0 million was repaid. For the three months ended March 31, 2021 and 2020, the Company recorded zero and \$0.1 million, respectively of interest and zero and \$0.3 million, respectively of deferred borrowing cost amortization to interest and other expense, net on the condensed consolidated statements of operations and comprehensive loss. See Note 6 - Borrowings for further discussion regarding the DDTL.

Accounts Payable Due to Related Party

As of March 31, 2021 and December 31, 2020 payables and accruals to Lithia consisted of other miscellaneous expenses of \$0.6 million and \$0.5 million, respectively.

Loan to Employees

On July 30, 2018 and April 4, 2019, the Company received partial recourse promissory notes for \$0.2 million and \$0.1 million, respectively, as loans to an employee. The notes bear interest of 2.87% and 2.59%, respectively, per year, compounded annually. The principal balance together with all accrued but unpaid interest shall be due and payable in full upon the earliest of the day before the ninth anniversary of the promissory note or earlier if the employee ceases to provide services to the Company subject to the terms of the promissory note. Concurrently, the Company entered into a stock pledge agreement whereby the employee granted security interest to the Company for all existing and new shares earned by the employee from the Company. The proceeds from loan the of \$0.2 million were used to exercise the employee's options and no cash was paid to the employee. The Company treated the loan as an off-balance sheet transaction. The proceeds from the loan of \$0.1 million was partially paid to the employee and partially used to pay off taxes resulting from exercise of options in 2018.

On January 14, 2019, the Company received a promissory note in exchange for a \$0.1 million loan to another employee. The note bears an interest of 2.72% per year, compounded annually. Each of these promissory notes was satisfied prior to the closing of the Merger via the issuance of bonuses to the employees.

10. COMMITMENTS AND CONTINGENCIES

Lease Agreements

The Company is a tenant under various operating leases with third parties, including leases of office facilities and parking/vehicle storage locations. These lease agreements are under non-cancelable leases and expire at various dates, ranging from 2021 and extending through 2028.

The Company records rent expense on a straight-line basis over the term of the lease. Rent expense was \$1.8 million and \$1.4 million for the three months ended March 31, 2021 and 2020, respectively and is recorded within selling, general and administrative expenses on the condensed consolidated statements of operations and comprehensive loss. Future minimum lease payments under non-cancellable operating leases in effect as of March 31, 2021, were as follows (in thousands):

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Year ended December 31,	Minimum Lease Commitments
2021	\$ 5,308
2022	6,090
2023	5,695
2024	4,467
2025	3,625
2026	1,444
Thereafter	1,726
Total minimum lease payments	<u>\$ 28,355</u>

Litigation

The Company may be subject to legal proceedings and claims that arise in the ordinary course of business. Other than the matter discussed below, Management is not currently aware of any matters that will have a material effect on the financial position, results of operations, or cash flows of the Company.

On May 7, 2021, we were named in a lawsuit filed in the U.S. District Court for the Southern District of New York (Stifel, Nicolaus & Company, Inc. v. Shift Technologies, Inc. 21-cv-04135) by a former financial advisor, Stifel, Nicolaus & Company, Inc. (“Stifel”), claiming that we are required to pay the former financial advisor certain compensation as a result of the Merger. In addition, the complaint seeks punitive damages as a result of alleged unjust enrichment for the amount of the benefits allegedly conferred on Shift by Stifel. The Company believes it has meritorious defenses against the claim, and the probable incurred losses related to the claim are immaterial as of March 31, 2021. Based on such information as is available to us, the range of additional reasonably possible losses related to the claim does not exceed \$4.0 million, excluding any punitive damages which the Company cannot currently estimate. The Company believes the claim is without merit and intends to defend itself vigorously; however, there can be no assurances that the Company will be successful in its defense.

11. SEGMENT INFORMATION

The Company currently is organized into two reportable segments: Retail and Wholesale. The Retail segment represents retail sales of used vehicles through the Company’s ecommerce platform and fees earned on sales of value-added products associated with those vehicles sales such as vehicle service contracts, guaranteed asset protection waiver coverage, prepaid maintenance plans, and appearance protection plans. The Wholesale segment represents sales of used vehicles through wholesale auctions or directly to a wholesaler (“DTW”).

No operating segments have been aggregated to form the reportable segments. The Company determined its operating segments based on how the chief operating decision maker (“CODM”) or decision-making group, reviews the Company’s operating results in assessing performance and allocating resources. The CODM is the Co-Chief Executive Officers. The CODM reviews revenue and gross profit for each of the reportable segments. Gross profit is defined as revenue less cost of sales incurred by the segment. The CODM does not evaluate operating segments using asset information as these are managed on an enterprise wide group basis. Accordingly, the Company does not report segment asset information. During the three months ended March 31, 2021 and 2020, the Company did not have sales to customers outside the United States. As of March 31, 2021 and December 31, 2020, the Company did not have any assets located outside of the United States.

Information about the Company’s reportable segments are as follows (in thousands):

	Three Months Ended March 31, 2021		
	Retail	Wholesale	Consolidated
Revenue from external customers	\$ 92,973	\$ 13,031	\$ 106,004
Segment gross profit	7,236	130	7,366

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	Three Months Ended March 31, 2020		
	Retail	Wholesale	Consolidated
Revenue from external customers	\$ 22,599	\$ 7,354	\$ 29,953
Segment gross profit	1,887	1,456	3,343

The reconciliation between reportable segment gross profit to net loss and comprehensive loss attributable to common stockholders is as follows (in thousands):

	Three Months Ended March 31,	
	2021	2020
Segment gross profit	\$ 7,366	\$ 3,343
Selling, general and administrative expenses	(50,234)	(13,446)
Depreciation and amortization	(1,101)	(982)
Change in fair value of financial instruments	2,153	—
Interest and other expense, net	(939)	(1,246)
Net loss and comprehensive loss attributable to common stockholders	<u>\$ (42,755)</u>	<u>\$ (12,331)</u>

12. NET LOSS PER SHARE

The following table sets forth the computation of net loss and comprehensive loss per share attributable to common stockholders, basic and diluted:

(in thousands, except share and per share amounts)	Three Months Ended March 31,	
	2021	2020
Net loss and comprehensive loss attributable to common stockholders	\$ (42,755)	\$ (12,331)
Weighted-average number of shares outstanding used to compute net loss per share attributable to common stockholders, basic and diluted	77,909,110	3,214,113
Net loss and comprehensive loss per share attributable to common stockholders, basic and diluted	<u>\$ (0.55)</u>	<u>\$ (3.84)</u>

The following potentially dilutive shares were not included in the calculation of diluted shares outstanding for the periods presented as the effect would have been anti-dilutive:

	As of March 31,	
	2021	2020
Escrow Shares	6,000,218	—
Stock options	2,045,690	3,269,218
Restricted stock units	7,338,804	—
Restricted stock awards	—	117,209
Contingently repurchasable early exercise shares	147,659	250,013
Total	<u>15,532,371</u>	<u>3,636,440</u>

13. INCOME TAXES

The Company did not record a provision or benefit for income taxes during the three months ended March 31, 2021 and 2020. The Company continues to maintain a full valuation allowance for its net U.S. federal and state deferred tax assets.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following management’s discussion and analysis together with our condensed consolidated financial statements and related notes included under Part I, Item 1 of this Quarterly Report on Form 10-Q. This discussion contains forward-looking statements about Shift’s business, operations and industry that involve risks and uncertainties, such as statements regarding Shift’s plans, objectives, expectations and intentions. Shift’s future results and financial condition may differ materially from those currently anticipated by Shift as a result of the factors described in the sections entitled “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements.” Throughout this section, unless otherwise noted “we”, “us”, “our” and the “Company” refer to Shift and its consolidated subsidiaries.

Insurance Acquisition Corp. Merger

On October 13, 2020, Insurance Acquisition Corp. (“IAC”), an entity listed on the Nasdaq Capital Market under the trade symbol “INSU”, acquired Shift Platform, Inc., formerly known as Shift Technologies, Inc. (“Legacy Shift”), by the merger of IAC Merger Sub, Inc., a direct wholly owned subsidiary of IAC, with and into Legacy Shift, with Legacy Shift continuing as the surviving entity and a wholly owned subsidiary of IAC (the “Merger”). The public company resulting from the merger was renamed Shift Technologies, Inc., which we refer to as Shift, we, us, our, SFT, or the Company. Upon the consummation of the Merger, Shift received approximately \$300.9 million, net of fees and expenses. See Note 2 - Merger, in the accompanying condensed consolidated financial statements for additional details regarding this transaction. For financial reporting purposes IAC was treated as the “acquired” company and Legacy Shift was treated as the accounting acquirer.

Overview

Shift is a leading end-to-end ecommerce platform transforming the used car industry with a technology-driven, hassle-free customer experience.

Shift’s mission is to make car purchase and ownership simple — to make buying or selling a used car fun, fair, and accessible to everyone. Shift provides comprehensive, technology-driven solutions throughout the car ownership lifecycle:

- finding the right car,
- having a test drive brought to you before buying the car,
- a seamless digitally-driven purchase transaction including financing and vehicle protection products,
- an efficient, fully-digital trade-in/sale transaction,
- and a vision to provide high-value support services during car ownership.

Each of these steps is powered by Shift’s software solutions, mobile transactions platform, and scalable logistics, combined with the Company’s six centralized inspection, reconditioning & storage centers, called hubs.

Shift’s vision is to provide a comprehensive experience for car owners, driven by technology at every step of the consumer lifecycle. Our continued investments in our research and discovery functionality create a platform that draws customers to engage with the Shift website and provide a seamless search experience.

There are three ways to purchase a car from Shift:

- **On-demand test drive:** Shift conveniently brings any car to the customer’s desired location for a no-obligation, contactless test drive, usually at their home or work. If the customer chooses to purchase the vehicle, a Shift concierge staff can process the transaction on-the-spot via a mobile app.
- **Buy online:** Customers can buy a car sight-unseen without a test drive and have it delivered to their home quickly with the same seven-day return policy as is offered on cars bought in person.
- **Hub test drive:** Customers may come to one of Shift’s hub locations to see and test drive multiple cars. When they arrive, customers can scan a QR code on each car to immediately view all relevant details, including ownership & service history, inspection reports, vehicle history reports, and most importantly, dynamic pricing and market price comparisons. This immediate access to all relevant information — without having to rely on a salesman — puts customers in control.

Launched in 2014, Shift currently operates six reconditioning facilities across the West Coast capable of reaching over 85%¹ of the California population and a large portion of the populations of Oregon and Washington, with proven success in San Francisco, Los Angeles and Orange County, San Diego, Sacramento, Portland, and Seattle. In May 2021, the Company began selling cars in the San Antonio and Austin, Texas markets and began acquiring cars in Las Vegas. The Company plans to expand to additional metropolitan areas. Once fully launched, each region is supported by one hub location that acts as the central point for reconditioning and vehicle storage that also enables customers who prefer to browse inventory onsite. For the three months ended March 31, 2021, the Company had \$106.0 million in revenue, an increase of 254% compared to \$30.0 million of revenue for the three months ended March 31, 2020. By targeting urban, densely populated markets, Shift has used direct-to-consumer digital marketing and a responsive ecommerce sales approach to grow its market penetration. With current operations out of six West Coast hubs and the launch of new Texas locations, Shift has significant runway for continued expansion.

Shift's differentiated strategy offers a wide variety of vehicles across the entire spectrum of model, price, age, and mileage to ensure that Shift has the right car for buyers regardless of interest, need, budget, or credit. Shift is the only online dealer to offer a fully omni-channel fulfillment model, led by Shift's patented system for managing on-demand test drives brought to customers at their preferred location, such as their home.

Regardless of the approach chosen by the customer, they will be supported by friendly Shift Concierge and Advisor team members. For all buyers, Shift offers a full suite of options to consumers to finance and protect their vehicle through the only mobile point-of-sale solution on the market. Through our platform, we connect customers to various lending partners for a completely digital end-to-end process for financing and service products. A customer can also complete a short online prequalification form and immediately see a filtered view of cars that meet their budget based on the financing options for which they are, statistically speaking, able to qualify. Customers can also get approved for financing before they even test drive a car, making it much more likely that the customer will purchase a car from us.

Shift focuses on unit economics driven by direct vehicle acquisition channels, optimized inventory mix and ancillary product offerings, combined with streamlined inventory onboarding, low fulfillment costs, and centralized software. For the three months ended March 31, 2021, Shift sourced 87% of its inventory from consumer-sellers and partners driving industry-leading margins and customer acquisition cost. Our data-driven vehicle evaluations help ensure acquisition of the right inventory at the right price to reduce days to sale. We believe that a differentiated ability to purchase vehicles directly from consumer-sellers as compared to our competitors, who purchase a higher percentage through the wholesale market, provides Shift access to a deeper pool of scarce, highly desirable inventory.

Sellers are able to go to Shift.com, submit information on their car, and get a quote instantly. Shift uses a proprietary algorithm for pricing that utilizes current market information about market conditions, demand and supply, and car option data, among other factors. Using proprietary pricing and Shift-built mobile diagnostic tools, Shift provides an immediate quote for a customer's trade-in vehicle, and will schedule an on-demand evaluation at the customer's location by a member of Shift's concierge staff. Shift provides selling customers with information on market rates and, when a customer is ready to sell their car, we can digitally initiate e-contracting and an ACH transfer and conveniently take the car on the seller's behalf so the seller doesn't even have to leave his or her home to sell their car.

Over time, we will expand our machine learning-enabled recommendation engine to help customers find the cars best suited to them. Customer response to the Shift experience is extremely positive, resulting in a 70 Net Promoter Score ("NPS"), an order of magnitude higher score than traditional auto retailers. These positive experiences allow Shift to serve customers over the entire lifecycle of vehicle ownership and retain customers for repeat sales and purchases. By continuing to invest in services that benefit the customer throughout the ownership phase of the lifecycle (for example, vehicle maintenance plans), we will continue to establish a long-term customer base that will return for future transactions.

¹Includes MSA's within 60 miles of Shift hub facilities in San Francisco, Los Angeles, San Diego, and Sacramento

Revenue Model

Shift's two-sided model generates value from both the purchase and sale of vehicles along with financing and vehicle protection products. We acquire cars directly from consumers, partners, and other sources and sell vehicles through our ecommerce platform directly to consumers in a seamless end-to-end process. This model captures value from the difference in the price at which the car is acquired and sold, as well as through fees on the sale of ancillary products such as financing, vehicle protection, and services. If a car that we purchase does not meet our standards for retail sale, we generate revenue by selling through wholesale channels. These vehicles are primarily acquired from customers who trade-in their existing vehicles in connection with a purchase from us. Our revenue for the three months ended March 31, 2021 and 2020, was \$106.0 million and \$30.0 million, respectively. For the three months ended March 31, 2021 and 2020, our revenue was impacted by contra-revenue charges of \$0.2 million and \$0.2 million, respectively related to certain milestones under our agreement with Lithia (see Note 9 - Related Party Transactions in the accompanying condensed consolidated financial statements). We expect significant growth going forward as we expand geographically, increase market penetration, and increase ancillary product sales. Our adjusted gross profit is equal to the revenue from vehicle sales and services, exclusive of the impact of the warrants issued related to milestone achievement under our Lithia agreement, less the costs associated with acquiring and reconditioning the vehicle prior to sale. Adjusted gross profit is a non-GAAP financial measure used by our management team to assess our business and consists of gross profit adjusted for non-cash items as set forth below under "*Non-GAAP Financial Measures.*"

Inventory Sourcing

We source the majority of our vehicles directly from consumers and partners who use the Shift platform to resell trade-in and other vehicles. These channels provide scarce and desirable local inventory of used cars of greater quality than those typically found at auction. In addition to those primary channels, we supplement our vehicle acquisitions with purchases from auto auctions, as well as some vehicles sourced locally through the trade-in program of an original equipment manufacturer ("OEM").

Proprietary machine learning-enabled software inputs vast quantities of data across both the supply and demand sides to optimize our vehicle acquisition strategy. As we grow volumes, we expect to improve the performance of our model to optimize our vehicle selection and disposal. To further increase our inventory, we intend to expand our current third-party relationships and enter into new partnerships that provide significant growth opportunities in a capital efficient manner.

Vehicle Reconditioning

All of the cars Shift sells undergo a rigorous 150+ point mechanical inspection and reconditioning process at one of our six regional reconditioning facilities (or at a third-party partner when additional capacity is needed, such as during the establishment of a new hub location) to help ensure that they're safe, reliable, up to cosmetic standards, and comfortable. We have created two classifications of inventory for reconditioning — Value and Certified — to optimize the level of reconditioning for each vehicle classification. This allows us to efficiently provide each customer with the greatest value through a tailored reconditioning approach. Value cars are typically sold at a lower price point and are sought after by consumers who have different expectations and tolerances for cosmetic reconditioning standards — therefore, we focus on mechanical and safety issues for these vehicles, with less emphasis on cosmetic repair, in order to optimize reconditioning costs. This key component of our reconditioning process impacts our ability to grow profitably and is a primary factor in our decision to conduct reconditioning in-house. With a 60-mile test drive service radius from our hub to a customer's home, each reconditioning facility is able to cover a large geographic range and service the surrounding metropolitan area. We plan to grow our reconditioning center network as we expand geographically and launch new markets.

Logistics Network

The primary component of our logistics network consists of intra-city concierge personnel and inter-city third-party carriers. Shift concierges are able to transport vehicles to and from customers, while providing a customer friendly white glove experience, including delivery, disposal, and at-home test drives. This provides the benefit of a seamless experience as well as an on-site sales support agent to guide the customer through the process. Our agreements with long distance haulers allow us to combine the nodes in our network and deliver vehicles between cities. Strategically, this provides customers with a broad set of inventory and a great speed of delivery.

Financing and Vehicle Protection Products

We generate revenue by earning no obligation referral fees for selling ancillary products to customers that purchase vehicles through the Shift platform. Since we earn fees for the financing and vehicle protection products we sell, also referred to as finance and insurance (“F&I”), our gross profit on these items is equal to the revenue we generate for the sale of those. Our current offering consists of financing from third-party lenders, guaranteed asset protection (“GAP”) waiver, and tire and wheel protection services. We plan to offer additional third-party products to provide a greater product offering to customers and expect these products to contribute to reaching our revenue and profitability targets.

Factors Affecting our Business Performance

Various trends and other factors have affected and may continue to affect our business, financial condition and operating results, including:

Deeper Market Penetration Within Our Existing Markets

We believe that there remains a large opportunity to capture additional market share within our existing service areas. We’ve proven our ability to command a strong market share through effective marketing channels, as demonstrated by our current market share in our most established cities in the San Francisco area, where we represent over 4% of the used car sales market.³ We believe that with effective brand marketing, we will be able to reach similar market penetration in our other geographic markets.

Expansion into New Markets

We believe that a phased, capital efficient, expansion model results in the most cost-effective new market launch strategy in the industry. Our approach to market expansion is to implement controlled launches to expand our existing service territory. This approach both bolsters our existing markets (with new inventory being acquired in nearby cities), while simultaneously providing the new market with the local talent and resources required for a successful launch.

Improvements in Technology Platform

We are constantly investing in our technology platform to improve both customer experience and our business performance. We regularly implement changes to our software to help customers find the right car for them, while the machine learning component of our inventory and pricing model ensures we get the right cars at the right price. As our algorithms evolve, we are able to better monetize our inventory of vehicles through better pricing, while simultaneously customers are much more likely to purchase a car on our website, thus driving higher demand and sales volume.

Improvements in Reconditioning Processes

We learned early on from our experience in the used car sales business that to be a reliable used car resource with desirable inventory for all customer types, we needed to control our own reconditioning processes. Our reconditioning program has constantly improved over the course of our history, and we are happy with what we have achieved. Each unit of our inventory is reconditioned with a focus on safety first, while optimizing for repairs that will have the highest return on investment (“ROI”). We believe that our network of reconditioning centers and connecting logistics routes have excess capacity, which we plan to utilize as we increase retail sales volumes. Increasing capacity utilization will positively affect Adjusted GPU by reducing per unit overhead costs. Due to hiring challenges in the COVID environment, our ability to grow our reconditioning teams could not keep pace with the consumer demand in the market, and we therefore outsourced the reconditioning process for select vehicles. We believe we’ve seen significant improvements in our in house reconditioning in 2021 as our technician hiring caught up to our throughput targets. However, the higher outsourced reconditioning costs incurred in 2020 will continue to impact results in the first half of 2021 as we sell through vehicles acquired and reconditioned in 2020.

³ Represents Shift’s 2019 total unit sales for ZIP codes in which Shift currently operates from San Francisco, South San Francisco, Daly City and Brisbane, divided by the total 2019 used vehicle sales in the same area.

Growth in Other Revenue from Existing Revenue Streams

We have made great strides over the past two years developing our “other revenue” streams, which comprise the financing and vehicle protection products that we can offer on our digital financing platform, and other ancillary products. We have invested in the technology, as well as the sales team, to increase the likelihood that consumers will purchase ancillary products in connection with the sale of a vehicle, and we see more opportunity for additional revenue within our existing channels purely from further expansion of our attach rates for our entire financing and vehicle protection product suite.

Growth in Other Revenue from Expansion of Product Offerings

We see great opportunity to further expand our other revenue streams through additional product offerings beyond the existing offerings on our platform. These incremental revenue streams will come in the form of on-boarding new lending partners to our existing loan program, as well as introducing entirely new financing and vehicle protection products to offer our customers. We intend to continue to grow this business segment to service every foreseeable need of our customers during the vehicle purchase process.

Seasonality

We expect our quarterly results of operations, including our revenue, gross profit, profitability, if any, and cash flow to vary significantly in the future, based in part on, among other things, consumers’ car buying patterns. We have typically experienced higher revenue growth rates in the second and third quarters of the calendar year than in each of the first or fourth quarters of the calendar year. We believe these results are due to seasonal buying patterns driven in part by the timing of income tax refunds, which we believe are an important source of car buyer down payments on used vehicle purchases. We believe that continued investments in growth, including effective marketing and new market entry, will allow us to maintain sales growth through seasonality, however we recognize that in the future our revenues may be affected by these seasonal trends as well as cyclical trends affecting the overall economy, specifically the automotive retail industry.

Impact of COVID-19

In March 2020, the World Health Organization declared a global pandemic related to the rapidly growing outbreak of a novel strain of coronavirus known as COVID-19, and in the following weeks, shelter-in-place ordinances were put into effect in regions where Shift operates. We saw a slowing of vehicle sales immediately following the shelter-in-place ordinances in March; however, within five weeks, we were back near our pre-COVID-19 weekly sales volumes. Although the ultimate impacts of COVID-19 remain uncertain, a recent survey found that 46% of U.S. adults surveyed plan to use their cars more often and public transportation less often in the future. Additionally, the pandemic is accelerating trends of online adoption more broadly as consumers seek to avoid physical retail locations. We believe that this global pandemic will push people to look to alternative means of personal transportation, and our product is well suited to provide customers with a safe, clean means of transportation, through our contactless purchase and delivery processes. Therefore, while it remains possible that sustained or deepened impact on consumer demand resulting from COVID-19 or the related economic recession could negatively impact Shift's performance, we believe that Shift is well positioned to weather the pandemic. In 2021, pandemic-related economic stimulus and constraints in the supply of new and used vehicles have increased demand for our products, while labor shortages have abated since the initial pandemic lockdowns.

Ultimately, the magnitude and duration of the impact to Shift's operations is impossible to predict due to:

- uncertainties regarding the duration of the COVID-19 pandemic and how long related disruptions will continue;
- the impact of governmental orders and regulations that have been, and may in the future be, imposed;
- the impact of COVID-19 wholesale auctions, state DMV titling and registration services and other third parties on which we rely;
- uncertainties related to the impact of COVID-19 variants and government actions that that may be taken in response;
- uncertainties as to the timing and impact of vaccination campaigns underway in key markets; and
- potential deterioration of economic conditions in the United States, which could have an adverse impact on discretionary consumer spending.

Key Operating Metrics

We regularly review a number of metrics, including the following key metrics, to evaluate our business, measure our progress and make strategic decisions. Our key operating metrics measure the key drivers of our growth, including opening new hubs, increasing our brand awareness through unique site visitors and continuing to offer a full spectrum of used vehicles to service all types of customers.

Ecommerce Units Sold

We define ecommerce units sold as the number of vehicles sold to customers in a given period, net of returns. We currently have a seven-day, 200 mile return policy. The number of ecommerce units sold is the primary driver of our revenues and, indirectly, gross profit, since ecommerce unit sales enable multiple complementary revenue streams, including all financing and protection products. We view ecommerce units sold as a key measure of our growth, as growth in this metric is an indicator of our ability to successfully scale our operations while maintaining product integrity and customer satisfaction.

Wholesale Units Sold

We define wholesale units sold as the number of vehicles sold through wholesale channels in a given period. While wholesale units are not the primary driver of revenue or gross profit, wholesale is a valuable channel as it allows us to be able to purchase vehicles regardless of condition, which is important for the purpose of accepting a trade-in from a customer making a vehicle purchase from us, and as an online destination for consumers to sell their cars even if not selling us a car that meets our retail standards.

Ecommerce Average Sale Price

We define ecommerce average sale price (“ASP”) as the average price paid by a customer for an ecommerce vehicle, calculated as ecommerce revenue divided by ecommerce units. Ecommerce average sale price helps us gauge market demand in real-time and allows us to maintain a range of inventory that most accurately reflects the overall price spectrum of used vehicle sales in the market.

Wholesale Average Sale Price

We define wholesale average sale price as the average price paid by a customer for a wholesale vehicle, calculated as wholesale revenue divided by wholesale units. We believe this metric provides transparency and is comparable to our peers.

Gross Profit per Unit

We define gross profit per unit as the gross profit for ecommerce, other and wholesale each of which divided by the total number of ecommerce units sold in the period. We calculate gross profit as the revenue from vehicle sales and services less the costs associated with acquiring and reconditioning the vehicle prior to sale. Gross profit per unit is driven by ecommerce vehicle revenue, which generates additional revenue through attachment of our financing and protection products, and gross profit generated from wholesale vehicle sales. We present gross profit per unit from our three revenues streams, as Ecommerce gross profit per unit, Wholesale gross profit per unit and Other gross profit per unit.

Average Monthly Unique Visitors

We define a monthly unique visitor as an individual who has visited our website within a calendar month, based on data collected on our website. We calculate average monthly unique visitors as the sum of monthly unique visitors in a given period, divided by the number of months in that period. To classify whether a visitor is “unique”, we dedupe (a technique for eliminating duplicate copies of repeating data) each visitor based on email address and phone number, if available, and if not, we use the anonymous ID which lives in each user’s internet cookies. This practice ensures that we do not double-count individuals who visit our website multiple times within a month. We view average monthly unique visitors as a key indicator of the strength of our brand, the effectiveness of our advertising and merchandising campaigns and consumer awareness.

Average Days to Sale

We define average days to sale as the number of days between Shift’s acquisition of a vehicle and sale of that vehicle to a customer, averaged across all ecommerce units sold in a period. We view average days to sale as a useful metric in understanding the health of our inventory.

Ecommerce Vehicles Available for Sale

We define ecommerce vehicles available for sale as the number of ecommerce vehicles in inventory on the last day of a given reporting period. Until we reach an optimal pooled inventory level, we view ecommerce vehicles available for sale as a key measure of our growth. Growth in ecommerce vehicles available for sale increases the selection of vehicles available to consumers, which we believe will allow us to increase the number of vehicles we sell. Moreover, growth in ecommerce vehicles available for sale is an indicator of our ability to scale our vehicle purchasing, inspection and reconditioning operations.

Number of Regional Hubs

We define a hub as a physical location at which we recondition and store units bought and sold within a market. Because of our omni-channel fulfillment model with our on-demand delivery test drive offering, we are able to service super-regional areas covering approximately a 60-mile radius from a single hub location. This is a key metric as each hub expands our service area as our service area, reconditioning and storage capacity.

Results of Operations

The following table presents our revenue, gross profit, and unit sales information by channel for the periods indicated:

	Three Months Ended March 31,		
	2021	2020	Change
(\$ in thousands, except per unit metrics)			
Revenue:			
Ecommerce vehicle revenue, net	\$ 88,954	\$ 21,916	305.9 %
Other revenue	4,019	683	488.4 %
Wholesale vehicle revenue	13,031	7,354	77.2 %
Total revenue	<u>\$ 106,004</u>	<u>\$ 29,953</u>	253.9 %
Cost of sales:			
Ecommerce vehicle cost of sales	\$ 85,737	\$ 20,712	313.9 %
Wholesale vehicle cost of sales	12,901	5,898	118.7 %
Total cost of sales	<u>\$ 98,638</u>	<u>\$ 26,610</u>	270.7 %
Gross profit:			
Ecommerce vehicle gross profit	\$ 3,217	\$ 1,204	167.2 %
Other gross profit	4,019	683	488.4 %
Wholesale vehicle gross profit	130	1,456	(91.1)%
Total gross profit	<u>\$ 7,366</u>	<u>\$ 3,343</u>	120.3 %
Unit sales information:			
Ecommerce vehicle unit sales	4,452	1,421	213.3 %
Wholesale vehicle unit sales	1,527	706	116.3 %
Average selling prices per unit ("ASP"):			
Ecommerce vehicles	\$ 19,981	\$ 15,423	29.6 %
Wholesale vehicles	\$ 8,534	\$ 10,417	(18.1)%
Gross profit per unit⁽¹⁾:			
Ecommerce gross profit per unit	\$ 723	\$ 847	(14.6)%
Other gross profit per unit	\$ 903	\$ 481	87.7 %
Wholesale gross profit per unit	\$ 29	\$ 1,025	(97.2)%
Total gross profit per unit	<u>\$ 1,655</u>	<u>\$ 2,353</u>	(29.7)%
Non-financial metrics			
Average monthly unique visitors	709,409	219,691	222.9 %
Average days to sale	47	70	(32.9)%
Ecommerce vehicles available for sale	3,736	1,401	166.7 %
# of regional hubs	6	5	20.0 %

(1) Gross profit per unit is calculated as gross profit for ecommerce, other and wholesale, each of which divided by the total number of ecommerce units sold in the period.

We present operating results down to gross profit from three distinct revenue channels:

Ecommerce Vehicles: The ecommerce channel within our Retail segment represents sales of used vehicles directly to our customers through our website.

Other: The other channel within our Retail segment represents fees earned on sales of value-added products associated with the sale of ecommerce vehicles.

Wholesale Vehicles: The Wholesale channel is the only component of our Wholesale segment and represents sales of used vehicles through wholesale auctions.

Ecommerce Vehicle Revenue, Net

Ecommerce vehicle revenue increased by \$67.0 million, or 305.9%, to \$89.0 million during the three months ended March 31, 2021, from \$21.9 million in the comparable period in 2020. This increase was primarily driven by an increase in ecommerce unit sales, as we sold 4,452 ecommerce vehicles in the three months ended March 31, 2021, compared to 1,421 ecommerce vehicles in the three months ended March 31, 2020. The increase in unit sales was driven by increased investment in marketing and by increased inventory units available for sale. The increase in inventory levels was partly due to investments that increased our reconditioning throughput.

The increase in ecommerce vehicle revenue was also partly due to an increase in ecommerce ASP, which was \$19,981 for the three months ended March 31, 2021, compared to \$15,423 for the three months ended March 31, 2020. This increase in ecommerce ASP was primarily a reflection of changes to our inventory mix, as sales of highline and luxury vehicles were a greater share of our sales than in the comparable period.

Other Revenue

Other revenue increased by \$3.3 million, or 488.4%, to \$4.0 million during the three months ended March 31, 2021, from \$0.7 million in the comparable period in 2020. This increase was primarily due to strategic investments to enhance our ancillary products to better monetize our unit sales.

Wholesale Vehicle Revenue

Wholesale vehicle revenue increased by \$5.7 million, or 77.2%, to \$13.0 million during the three months ended March 31, 2021, from \$7.4 million in the comparable period in 2020. The increase was primarily due to an increase in wholesale unit sales as we sold 1,527 wholesale vehicles in the three months ended March 31, 2021, compared to 706 wholesale vehicles in the three months ended March 31, 2020. This increase in wholesale vehicle revenue was also partially offset by a 29.6% decrease in ASP. During the three months ended March 31, 2020, we sold several hundred newer vehicles that had been purchased from a defunct rental car business, which resulted in abnormally high wholesale average selling prices in the comparable period.

Cost of Sales

Cost of sales increased by \$72.0 million, or 270.7%, to \$98.6 million during the three months ended March 31, 2021, from \$26.6 million in the comparable period in 2020. The increase was primarily due to an increase in unit sales as we sold 5,979 total vehicles in the three months ended March 31, 2021, compared to 2,127 total vehicles in the three months ended March 31, 2020.

Ecommerce Vehicle Gross Profit

Ecommerce vehicle gross profit increased by \$2.0 million, or 167.2%, to \$3.2 million during the three months ended March 31, 2021, from \$1.2 million in the comparable period in 2020. The increase was primarily driven by an increase in ecommerce units sold, as described in “*Ecommerce Vehicle Revenue, Net*” above. The increase in ecommerce vehicle gross profit was partly offset by a decrease in ecommerce gross profit per unit, which shrank to \$723 per unit for the three months ended March 31, 2021, from \$847 per unit in the comparable period in 2020. This decrease in ecommerce gross profit per unit was largely driven by higher average reconditioning costs for vehicles reconditioned in the fourth quarter of 2020 and sold during the three months ended March 31, 2021. Reconditioning costs for vehicles acquired during the three months ended March 31, 2021 decreased due to decreased use of third party services and increased efficiency of internal reconditioning. The reduction in reconditioning costs will benefit future periods as the vehicles are sold.

Other Gross Profit

Other gross profit per unit increased to \$903 during the three months ended March 31, 2021, from \$481 per unit in the comparable period in 2020. Other revenue consists of 100% gross margin products for which gross profit equals revenue. Therefore, changes in other gross profit and the associated drivers are identical to changes in other revenue and the associated drivers.

Wholesale Vehicle Gross Profit

Wholesale vehicle gross profit decreased by \$1.3 million, or 91.1%, to \$0.1 million during the three months ended March 31, 2021, from \$1.5 million in the comparable period in 2020. The decrease was primarily driven by an decrease in wholesale gross profit per unit, which shrank to \$29 per unit for the three months ended March 31, 2021, from \$1,025 in the comparable period in 2020. During the three months ended March 31, 2020, we sold several hundred newer vehicles that had been purchased from a defunct rental car business on very favorable terms, which resulted in abnormally high wholesale gross margin in the comparable period.

Components of SG&A

	Three Months Ended March 31,		
	2021	2020	Change
	(\$ in thousands)		
Compensation and benefits ⁽¹⁾	\$ 22,257	\$ 6,577	238.4 %
Marketing expenses	15,393	1,786	761.9 %
Other costs ⁽²⁾	12,584	5,083	147.6 %
Total selling, general and administrative expenses	<u>\$ 50,234</u>	<u>\$ 13,446</u>	<u>273.6 %</u>

(1) Compensation and benefits includes all payroll and related costs, including benefits, payroll taxes and equity-based compensation, except those related to preparing vehicles for sale, which are included in cost of sales, and those related to the development of software products for internal use, which are capitalized to software and depreciated over the estimated useful lives of the related assets.

(2) Other costs include all other selling, general and administrative expenses such as hub operating costs, vehicle shipping costs for internal purposes, corporate occupancy, professional services, registration and licensing, and IT expenses.

Selling, general and administrative expenses increased by \$36.8 million, or 273.6%, to \$50.2 million during the three months ended March 31, 2021, from \$13.4 million in the comparable period in 2020. The increase was partly due to an increase in compensation costs of \$15.7 million, driven by the increase in headcount from 305 to 854. The increase was also partly due to the increase in marketing expense of \$13.6 million, which resulted from continued investment in brand marketing and opportunistic discretionary spending to leverage unusually favorable conditions in the used auto market. Lastly, other costs increased by \$7.5 million due primarily to increased selling costs and costs associated with being a public company such as increased accounting, compliance, and legal costs.

Liquidity and Capital Resources**Sources of liquidity**

Our main source of liquidity is cash generated from financing activities. Cash generated from financing activities through March 31, 2021 primarily includes proceeds from the Merger and PIPE financing completed in October 2020, sales of convertible preferred stock, and proceeds from our flooring line of credit facility with U.S. Bank in 2021 and 2020, which we refer to as the FLOC. Refer to Note 6 - Borrowings and Note 9 - Related Party Transactions in our "Notes to Condensed Consolidated Financial Statements" for additional information.

On October 13, 2020, Insurance Acquisition Corp. ("IAC"), an entity listed on the Nasdaq Capital Market under the trade symbol "INSU", acquired Shift Platform, Inc., formerly known as Shift Technologies, Inc., with Shift Platform, Inc. continuing as the surviving entity. The public company resulting from the merger was renamed Shift Technologies, Inc., which we refer to as Shift, we, us, our, SFT, or the Company. Upon the consummation of the Merger, Shift received approximately \$300.9 million net of fees and expenses. See Note 2 - Merger in the "Notes to Condensed Consolidated Financial Statements" for additional details regarding this transaction.

Since inception, the Company has generated recurring losses which has resulted in an accumulated deficit of \$317.2 million as of March 31, 2021. Further, during the three months ended March 31, 2021, the Company had negative operating cash flows of \$71.5 million. In the future, we may attempt to raise additional capital through the sale of equity securities or through equity-linked or debt financing arrangements. If we raise additional funds by issuing equity or equity-linked securities, the ownership of our existing stockholders will be diluted. If we raise additional financing by incurring indebtedness, we will be subject to increased fixed payment obligations and could also be subject to restrictive covenants, such as limitations on our ability to incur additional debt, and other operating restrictions that could adversely impact our ability to conduct our business. Any future indebtedness we incur may result in terms that could be unfavorable to equity investors.

Debt obligations

See Note 6 - Borrowings of the “Notes to Condensed Consolidated Financial Statements” for information regarding the Company’s debt obligations.

Cash Flows — Three Months Ended March 31, 2021 and 2020

The following table summarizes our cash flows for the periods indicated:

	Three Months Ended March 31,	
	2021	2020
	(\$ in thousands)	
Cash Flow Data:		
Net cash, cash equivalents, and restricted cash used in operating activities	\$ (71,475)	\$ (10,938)
Net cash, cash equivalents, and restricted cash used in investing activities	(2,488)	(1,271)
Net cash, cash equivalents, and restricted cash provided by (used in) financing activities	17,137	(2,218)

Operating Activities

For the three months ended March 31, 2021, net cash used in operating activities was \$71.5 million, an increase of \$60.5 million from cash used in operating activities of \$10.9 million for the three months ended March 31, 2020. The increase is primarily due to an increase in net loss of \$30.4 million. The increase was also partly due to an increase in accounts receivable of \$12.2 million and an increase in net inventory purchases of \$21.6 million.

Investing Activities

For the three months ended March 31, 2021, net cash used in investing activities of \$2.5 million was primarily driven by the capitalization of website and internal-use software costs and purchases of capital equipment.

For the three months ended March 31, 2020, net cash used in investing activities of \$1.3 million was primarily driven by the capitalization of website and internal-use software costs.

Financing Activities

For the three months ended March 31, 2021, net cash provided by financing activities was \$17.1 million, primarily due to increased utilization of the FLOC to finance inventory purchases.

For the three months ended March 31, 2020, net cash used in financing activities was \$2.2 million, primarily due to sales of vehicles financed vehicles (i.e., repayments on the FLOC balance) exceeding financed purchases of inventory.

Contractual Obligations

As of March 31, 2021, the Company reported a liability for vehicles acquired under OEM program of \$10.9 million. The Company records inventory received under the arrangement with the OEM equal to the amount of the liability due to the OEM to acquire such vehicles. The liability due to the OEM provider for such acquired vehicles is equal to the OEM’s original acquisition price.

The Company has various operating leases of real estate and equipment. See Note 10 - Commitments and Contingencies to the accompanying condensed consolidated financial statements for further discussion of the nature and timing of cash obligations due under these leases.

Off-Balance Sheet Arrangements

We are not a party to any off-balance sheet arrangements, including guarantee contracts, retained or contingent interests, certain derivative instruments and variable interest entities that either have, or are reasonably likely to have, a current or future material effect on our condensed consolidated financial statements.

Critical Accounting Policies and Estimates

See Part II, Item 7, "Critical Accounting Policies and Estimates" in our Annual Report on Form 10-K for the year ended December 31, 2020. There have been no material changes to our critical accounting policies and estimates since our Annual Report on Form 10-K for the year ended December 31, 2020.

Available Information

Our website is located at www.shift.com, and our investor relations website is located at www.investors.shift.com. Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, our Proxy Statements, and any amendments to these reports, are available through our investor relations website, free of charge, after we file them with the SEC.

We webcast via our investor relations website our earnings calls and certain events we participate in or host with members of the investment community. Our investor relations website also provides notifications of news or announcements regarding our financial performance and other items of interest to our investors, including SEC filings, investor events, press and earnings releases, and blogs. Further, corporate governance information, including our certificate of incorporation, bylaws, governance guidelines, board committee charters, and code of conduct, is also available on our investor relations website. The content of our websites are not incorporated by reference into this Quarterly Report on Form 10-Q or in any other report or document we file with the SEC, and any references to our websites are intended to be inactive textual references only.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable to Smaller Reporting Companies.

ITEM 4. CONTROLS AND PROCEDURES

1. Disclosure Controls and Procedures

We maintain disclosure controls and procedures (Disclosure Controls) within the meaning of Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended, or the Exchange Act. Our Disclosure Controls are designed to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act, such as this Quarterly Report on Form 10-Q, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. Our Disclosure Controls are also designed to ensure that such information is accumulated and communicated to our management, including our Co-Chief Executive Officers and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating our Disclosure Controls, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily applied its judgment in evaluating and implementing possible controls and procedures.

As of the end of the period covered by this Quarterly Report on Form 10-Q, we evaluated the effectiveness of the design and operation of our Disclosure Controls, which was done under the supervision and with the participation of our management, including our Co-Chief Executive Officers and our Chief Financial Officer. Based on the evaluation of our Disclosure Controls, our Co-Chief Executive Officers and Chief Financial Officer have concluded that, as of March 31, 2021, our Disclosure Controls were not effective due to a material weakness in the Company's internal control over financial reporting as disclosed below.

2. Material Weakness

During the course of preparing our financial statements as of and for the year ended December 31, 2020, management identified certain deficiencies in our internal control over financial reporting that management believes to be a material weakness. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that a reasonable possibility exists that a material misstatement of our annual or interim financial statements would not be prevented or detected on a timely basis. Specifically, a material weakness exists in the control environment as the Company does not have a process that demonstrates a commitment to attracting, developing, and retaining competent individuals in alignment with objectives. This material weakness impacted the effectiveness of our control environment, and our entity level controls. It resulted in the Company not maintaining a complement of personnel with an appropriate level of accounting knowledge, experience and training in the application of US GAAP commensurate with its financial reporting requirements and the complexity of the Company's operations and transactions.

This material weakness could result in a misstatement of account balances or disclosures that would result in a material misstatement of our annual or interim consolidated financial statements that may not be detected.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements or prevent or detect all error and fraud. Any control system, no matter how well designed and operated, is based upon certain assumptions, and can provide only reasonable, not absolute, assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the Company have been detected. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

3. Plan to Remediate Material Weakness

The Company is devoting significant time, attention, and resources to remediating the above material weakness. As of March 31, 2021, the Company had initiated the following steps intended to remediate the material weakness described above and strengthen our internal control:

- Hire, train and develop experienced accounting executives and personnel with a level of accounting knowledge and experience in the application of US GAAP commensurate with our financial reporting requirements and the complexity of our operations and transactions.
- Establish policies and practices for the attraction, development and retention of competent accounting personnel in alignment with objectives.

We plan to continue to devote significant time and attention to remediate the above material weakness as soon as reasonably practicable. As we continue to evaluate our controls, we will make the necessary changes to improve the organization's demonstration of commitment to attract, develop and retain competent individuals in alignment with objectives. We believe these actions will be sufficient to remediate the identified material weakness and strengthen our internal control over financial reporting; however, there can be no guarantee that such remediation will be sufficient. We will continue to evaluate the effectiveness of our controls and will make any further changes management determines appropriate.

4. Changes in Internal Control over Financial Reporting

Except as described above, there were no changes in our internal control over financial reporting that occurred during the quarter ended March 31, 2021, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II - Other Information

ITEM 1. LEGAL PROCEEDINGS

The Company may be subject to legal proceedings and claims that arise in the ordinary course of business. Other than the matter discussed below, Management is not currently aware of any matters that will have a material effect on the financial position, results of operations, or cash flows of the Company.

On May 7, 2021, we were named in a lawsuit filed in the U.S. District Court for the Southern District of New York (Stifel, Nicolaus & Company, Inc. v. Shift Technologies, Inc. 21-cv-04135) by a former financial advisor, Stifel, Nicolaus & Company, Inc. (“Stifel”), claiming that we are required to pay the former financial advisor certain compensation as a result of the Merger. In addition, the complaint seeks punitive damages as a result of alleged unjust enrichment for the amount of the benefits allegedly conferred on Shift by Stifel. The Company believes it has meritorious defenses against the claim, and the probable incurred losses related to the claim are immaterial as of March 31, 2021. Based on such information as is available to us, the range of additional reasonably possible losses related to the claim does not exceed \$4.0 million, excluding any punitive damages which the Company cannot currently estimate. The Company believes the claim is without merit and intends to defend itself vigorously; however, there can be no assurances that the Company will be successful in its defense.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 5. OTHER INFORMATION

None.

EXHIBIT INDEX

Exhibit No.	Description
10.1	Employment Agreement, dated October 13, 2020, by and between the Company and Karan Gupta (filed herewith). *
10.2	Form of Executive RSU Agreement under the Shift Technologies, Inc. 2020 Omnibus Equity Compensation Plan (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on February 3, 2021).
10.3	Employment Agreement, dated as of March 15, 2021, between the Company and Oded Shein (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on March 15, 2021). *
10.4	Amendment No. 1 to the Shift Technologies, Inc. 2020 Omnibus Equity Compensation Plan (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on April 6, 2021).
10.5	RSU Award Agreement dated as of April 5, 2021 by and between Shift Technologies, Inc. and George Arison (filed herewith). *
10.6	RSU Award Agreement dated as of April 5, 2021 by and between Shift Technologies, Inc. and Toby Russell (filed herewith). *
31.1	Certification of Co-Principal Executive Officer Pursuant to Securities Exchange Act Rules 13a-14(a) and 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
31.2	Certification of Co-Principal Executive Officer Pursuant to Securities Exchange Act Rules 13a-14(a) and 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
31.3	Certification of Principal Financial Officer Pursuant to Securities Exchange Act Rules 13a-14(a) and 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
32.1	Certification of Principal Executive Officers and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

(1) Portions of the exhibit have been omitted pursuant to Rule 406.

† The exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the Securities and Exchange Commission upon its request.

* Indicates management contract or compensatory plan or arrangement.

SIGNATURE

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

SHIFT TECHNOLOGIES, INC.

/s/ Oded Shein

Oded Shein

Chief Financial Officer

May 14, 2021

Offer Letter
Karan Gupta
February 21, 2020

Congratulations, Karan Gupta!

On behalf of Shift, we are pleased to offer you the position of Senior Vice President of Engineering. We are excited about you joining us in transforming how we buy and sell cars as part of the largest retail segment of the US economy.

/s/ George Arison /s/ Toby Russell
George Arison Toby Russell

Role Summary

Position

Vice President of Engineering

Start Date

March 16, 2020 or + 1 week

Manager

You will be reporting to Toby Russell. Keep in mind, we're growing fast, so your manager may change over time.

Office Location

You will be working from Shift's San Francisco office at 2525 16th Street, Suite 310, San Francisco, CA 94103.

Compensation Summary

Base Salary: \$325,000

Performance Based Compensation

15% target base, paid annually (in Q1 of the next year across company) If "exceeding expectations" in performance review, target bonus could increase by x2

Stock Options Granted

Option to purchase 1,500,000 options of the Company's common stock²

Strike Price

Fair market value (as determined by Shift's Board) of Shift's common stock at the time of grant

Understanding your equity

While we can't predict the future, we can help you make informed decisions. Here are some essentials needed to understand how options work, and how you can best evaluate the equity being offered to you.

Stock options give you the right to purchase a specific number of shares of company stock at a predetermined price (or "strike price").

- **Strike Price:** is the fixed price at which an employee can buy a share underlying your option. The price is set based on the fair market value of the common stock at the time you become an employee and your equity grant is approved by the board. The strike price stays the same even if the value of the shares changes over time.
- **Vesting Schedule:** When the shares underlying an option vest, you earn the right to buy those shares. All vested options will be eligible for exercise within 90 days of any termination of employment by either party.
- **Dilution:** Dilution refers to the decrease in value of existing equity that occurs when new equity is issued. For example, if you are entitled to one piece of a pie that is divided into 6 pieces, your piece will get smaller if the pie is instead divided into 8 pieces. Similarly, whenever a company raises more money and issues shares to new shareholders, existing shareholders get diluted.

Your recruiter will share our equity calculator with you which may help you understand how your Shift equity could perform at future valuations.

Please note: it is impossible to predict an exit valuation, established market value, or future dilution for a pre-IPO company. The equity calculator is a tool intended to help you understand the potential value of your equity, but the ultimate value is subject to factors that can't be certain for any company at this stage.

Additional Important Terms

1. **Compensation.** You will be paid semi-monthly. Future adjustments in compensation, if any, will be made by the Company in its sole and absolute discretion, subject to any limitations imposed by law.
2. **Stock Options.** Your stock option grant is subject to the approval of Shift's Board of Directors. Once approved, your stock option grant will be made in accordance with all respects with the Company's stock option plan and related option documents, and will remain subject to the terms and conditions thereof. Upon accepting your grant, you will be required to sign the Company's stock option agreement.
3. **At-Will Employment.** If you accept this offer, your employment with the Company will be "at will." In other words, either you or the Company can terminate your employment at any time for any reason, with or without cause and with or without notice. In addition, the Company reserves, to the extent permitted by applicable law, the right to modify your compensation, position, duties or reporting relationship to meet business needs and use its managerial discretion in deciding on appropriate discipline. The "at

will” nature of your employment can only be modified in writing, signed by you and an authorized representative of the Company.

4. Other Documents. This offer is contingent upon you: (1) signing the Company’s standard form of Employee Proprietary Information and Inventions Agreement and Arbitration Agreement (enclosed); (2) timely providing the Company with appropriate documents establishing your identity and right to work in the United States; and (3) timely providing the Company with verification of the information contained in your employment application, including references satisfactory to Shift.

5. Integration. This letter supersedes all negotiations, representations or agreements, whether prior or contemporaneous, written or oral, between you and the Company regarding the terms and conditions of your offer of employment with Shift.

Benefits and Perks

We strive to offer benefits that go beyond the norm and encourage our team members to do what they need to be rested to make great things happen.

Medical, Dental, and Vision

Employees and their dependents are eligible for robust benefits beginning on their start date, with minimal cost-sharing plans and HDHP 100% funded by Shift with very generous HSA contributions. In short, you’ll be provided with amazing benefits at minimal cost to you!

Food and beverages

- Stocked kitchen with snacks, drinks, and coffee options to keep you well fed and hydrated throughout the day
- Dinner if working after 7:00pm

Health and Fitness

- One Medical membership
- Discount pricing on ClassPass membership
- Access to health and wellness discounts through Active&Fit for Cigna and Kaiser plans

Flexible Vacation

- Take whatever time you need, whenever you need it, as long as your work gets done and your time off is approved by your manager.

Commuter Benefits

Shift subsidizes up to \$80/month for your commute (public transit, parking, rideshare). You can contribute up to \$265/month pre-tax.

Vehicle Purchase Program

Discounts for selling/buying a car through Shift. Refer to the purchase program for details.

401k

Offered by Vanguard/Ascensus.

Congratulations again Karan Gupta!

We are extremely excited to welcome you to Shift! Should you have any questions, please contact George Arison directly to discuss this offer. Please let us know the outcome of your decision by Monday, February 28, 2020.

Sincerely,

/s/ George Arison
George Arison

Acceptance

If you are in agreement with the terms set forth in this letter, please sign and date this letter on the spaces provided below.

/s/ Karan Gupta
Karan Gupta
02 / 22 / 2020

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement that Shift Technologies, Inc., a Delaware corporation (the "Company") and I (Karan Gupta) have had since the commencement of my employment (which term, for purposes of this agreement, shall be deemed to include any relationship of service to the Company that I may have had prior to actually becoming an employee) with the Company in any capacity and that is and has been a material part of the consideration for my employment by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.
2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively "Inventions") and I will promptly disclose all Inventions to Company. Without disclosing any third party confidential information, I will also disclose anything I believe is excluded by Section 2870 so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. Without limiting Section 1 or Company's other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or disclose my own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. Until one year after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment); provided, however, that the foregoing shall not prohibit a general solicitation to the public of general advertising or similar methods of solicitation by search firms not specifically directed at employees or consultants of Company.

6. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my

employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of the Company.

8. I agree that my obligations under paragraphs 2, 3, 4, 5 and 9 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

NOTICE: This agreement does not affect any immunity under 18 USC Sections 1833(b) (1) or (2), which read as follows (note that for purposes of this statute only, individuals performing work as contractors or consultants are considered to be employees):

(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Date:

Employees Name (Printed)

/s/ Karan Gupta

Karan Mohan Gupta

Accepted and Agreed to:

SHIFT TECHNOLOGIES INC.

/s/ George Arison

Name: Irakly George Arison Areshidze

Title: Co-CEO

APPENDIX A

California Labor Code Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

ARBITRATION AGREEMENT

This dispute resolution agreement is a contract and covers important issues relating to your rights. It is your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice outside the Company.

1. Arbitration. This Agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). This Agreement applies to any dispute arising out of or related to Employee's (sometimes "you" or "your") employment with Shift Technologies, Inc. ("Company") or one of its affiliates, successor, subsidiaries or parent companies, or termination of employment regardless of its date of accrual and survives after the employment relationship terminates. Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. Except as otherwise stated in this Agreement, you and the Company agree that any legal dispute or controversy covered by this Agreement, or arising out of, relating to, or concerning the validity, enforceability or breach of this Agreement (except with respect to the Class, Collective and Representative Action Waiver, below), shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association ("AAA Rules"), and not by court or jury trial, to be held (unless the parties agree in writing otherwise) within 45 miles of where you are or were last employed by the Company. The AAA Rules may be found at www.adr.org or by searching for "AAA Employment Arbitration Rules" using a service such as www.Google.com or www.Bing.com or by asking the Company's People Operations Department (people-ops@driveshift.com or tel. (415) 552-0100) for a copy of the rules. If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator.

Except as it otherwise provides, this Agreement also applies, without limitation, to disputes with any entity or individual arising out of or related to the application for employment, background checks, privacy, the employment relationship or the termination of that relationship, trade secrets, unfair competition, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, retaliation, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your employment or the termination of employment (including without limitation post-employment defamation or retaliation).

You and the Company shall follow the AAA Rules applicable to initial filing fees, but, unless applicable law provides otherwise, in no event will you be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. The Company shall pay all costs and expenses unique to arbitration, including without limitation the arbitrator's fees, unless applicable law provides otherwise, in which case applicable law will govern allocation of arbitration costs and expenses, including arbitrator's fees. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. The arbitrator's decision must be in writing and contain findings of fact and conclusions of law. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

This Agreement does not apply to claims for workers compensation, state disability insurance or unemployment insurance benefits. Nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures. Either you or the Company may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief.

Regardless of any other terms of this Agreement, a claim may be brought before and remedies awarded by an administrative agency if applicable law permits the agency to prosecute or adjudicate the claim notwithstanding the existence of an agreement to arbitrate governed by the Federal Arbitration Act. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board, or the Office of Federal Contract Compliance Programs. Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

Disputes that may not lawfully be subject to a predispute arbitration agreement pursuant to an applicable federal law or valid and enforceable federal Executive Order are excluded from the coverage of this Agreement.

2. **Class, Collective and Representative Action Waiver.** This Agreement affects your ability to participate in class, collective or representative actions. Both the Company and you agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, or

representative action, or as a member in any such class, collective, or representative proceeding ("Class Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You will not be retaliated against, disciplined or threatened with discipline as a result of your exercising your rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum. However, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

3. Enforcement of this Agreement. This Agreement replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement. In the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. If the Class Action Waiver in Section 2 of this Agreement is deemed to be unenforceable, the Company and you agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

AGREED:

SHIFT TECHNOLOGIES, INC.

/s/ George Arison

By: Name: George Arison

Title: Founder/Co-CEO

AGREED AND RECEIVED:

Karan M Gupta

Name (Printed)

/s/ Karan Gupta

02 / 22 / 2020

**SHIFT TECHNOLOGIES, INC.
2020 OMNIBUS EQUITY COMPENSATION PLAN**

RSU GRANT AGREEMENT

THIS AGREEMENT (this “Agreement”), effective as of April 5, 2021 (the “Date of Grant”), between Shift Technologies, Inc., a Delaware corporation (the “Company”), and George Arison (“Grantee”), is made pursuant and subject to the provisions of the Company’s 2020 Omnibus Equity Compensation Plan (the “Plan”), a copy of which has been made available to the Grantee. This Agreement is made as a modification of that certain RSU Agreement dated February 2, 2021, between the Company and Grantee (the “Original Agreement”), to reflect the grant of replacement awards that were rescinded and canceled by an amendment to the Original Agreement entered into between the Company and Grantee on the date hereof and amends and restates the version of this Agreement dated as of April 5, 2021. All capitalized terms used herein that are not otherwise defined in this Agreement have the same meaning given to them in the Plan.

1. **Award.** Subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, the Company hereby grants the Grantee 1,044,272 restricted Stock Units (“RSUs”), subject to the vesting terms set forth in Section 2 below. Subject to the provisions of this Agreement and the Plan, each vested RSU represents the right to receive one (1) share of Stock. The RSUs shall apply only with respect to a whole number of shares of Stock.

2. **Vesting.** The RSUs shall vest based on the passage of time (“Time RSUs”). The Time RSUs shall vest in accordance with the vesting schedule below. The “Vesting Commencement Date” shall be October 13, 2020.

(a) **Time RSUs.**

(i) The Time RSUs shall vest, subject to the Grantee’s continuous employment with the Company (or an Affiliate of the Company) through the applicable vesting date, as follows:

92,937	Jul. 12, 2022
190,267	Oct. 12, 2022
95,133	Jan. 12, 2023
95,134	Apr. 12, 2023
95,133	Jul. 12, 2023
95,134	Oct. 12, 2023
95,133	Jan. 12, 2024
95,134	Apr. 12, 2024
95,133	Jul. 12, 2024
95,134	Oct. 12, 2024

(ii) From and after the Vesting Commencement Date through the date on which the Time RSUs become fully vested pursuant to subparagraph (i) above, the unvested portion of the grant of Time RSUs remains subject to forfeiture in accordance with the terms of Section 3 hereof.

(j) **Change of Control.** Time RSUs that are outstanding and unvested as of the date of Change of Control shall become vested immediately prior to such Change of Control.

3. **Termination of Service.** When a Grantee's employment with the Company (or an Affiliate of the Company) terminates, any outstanding and unvested Time RSUs shall immediately terminate and become null and void.

4. **Settlement.** During the first open trading window of the Company following the end of each calendar quarter (i.e., March 31, June 30, September 30, December 31), the Company shall deliver to the Grantee one (1) share of Stock in settlement of each RSU that became vested during such calendar quarter, except that, any RSUs that vest on or before December 31, 2021, shall be settled during the first open trading window of the Company following December 31, 2021, provided that, in no event (i) will an RSU be settled later than March 15 of the year following the year in which such RSU vested, nor (ii) will the Grantee be permitted, directly or indirectly, to specify the taxable year of delivery of any RSU subject to this Agreement.

5. **Delivery of Stock.** Certificates or evidence of book-entry shares representing the Stock issued upon settlement of RSUs pursuant to Section 4 of this Agreement will be delivered to or otherwise made available to the Grantee (or, at the discretion of the Grantee, joint in the names of the Grantee and the Grantee's spouse) or to the Grantee's nominee at such person's request. Delivery of shares of Stock under this Agreement will comply with all applicable laws (including, the requirements of the Exchange Act), and the applicable requirements of any securities exchange or similar entity.

6. **Shareholder Rights.** An RSU is not a share of Stock, and thus, the Grantee will have no rights as a stockholder with respect to the RSUs. Dividend Equivalents shall accrue on shares underlying the RSUs awarded hereunder and such dividends will be paid to Grantee upon the vesting of such RSUs.

7. **Transferability.** The RSUs subject to this Award may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered before they vest in accordance with Section 2. After such RSUs vest and are settled in accordance with Sections 2 and 4, no sale or disposition of such shares shall be made in the absence of an effective registration statement under the Exchange Act with respect to such shares unless an opinion of counsel satisfactory to the Company that such sale or disposition will not constitute a violation of the Exchange Act or any other applicable securities laws is first obtained.

8. **Change in Capital Structure.** The terms of this Agreement, including the number of shares of Stock subject to this RSU shall be adjusted as the Administrator determines is equitably required in the event the Company effects one or more stock dividends, spinoffs, recapitalizations, stock splits, combinations, exchanges or consolidations of shares or other similar changes in capitalization.

9. **Withholding.**

(a) The Grantee understands that when the RSUs are settled in accordance with Section 4, the Grantee will be obligated to recognize income, for Federal, state and local income tax purposes, as applicable, in an amount equal to the Fair Market Value of the share of Stock as of such date, and the Grantee is responsible for all tax obligations that arise in connection with the RSUs.

(b) Whenever shares of Stock are to be issued upon settlement of the RSUs, the Grantee shall assume sole responsibility for discharging all tax and other obligations associated therewith. The Company has no duty or obligation to minimize the tax consequences to the Grantee and will not be liable to the Grantee for any adverse tax consequences arising in connection with this Award. The Grantee agrees to indemnify the Company against any non-U.S., U.S. federal, state and local withholding taxes for which the Company may be liable in connection with the Grantee's acquisition, ownership or disposition of any shares of Stock.

(c) In its sole discretion, the Administrator of the Plan may permit the Grantee to satisfy the Company's tax withholding obligation with respect to RSUs settled in Stock by having shares withheld in accordance with Section 16(b) of the Plan. The elections described in this subsection (c) must be in a form and manner prescribed by the Administrator and may be subject to the prior approval of the Administrator.

10. **Compliance with Section 409A of the Code.** It is the intention of the Company that the Award and Plan are intended either to provide compensation that is exempt from Section 409A of the Code and the rules, regulations and other authorities promulgated thereunder (including the transition rules thereof) (collectively, “Section 409A”), (by reason of being a short-term deferral) or that is nonqualified deferred compensation that is compliant in all regards with the requirements of Code Section 409A, and all provisions of this Agreement will be construed and interpreted in a manner consistent with this intent. If the Grantee is a “Specified Employee” (within the meaning set forth in Section 409A(a)(2)(B)(i) of the Code) as of the date of the Grantee’s “separation from service” (within the meaning of Treasury Regulation Section 1.409A-1(h) and without regard to any alternative definition thereunder), then the issuance of any shares of Stock that would otherwise be made upon the date of the separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the earlier of: (i) the fifth business day following the Grantee’s death, or (ii) the date that is six (6) months and one day after the date of the separation from service, with the balance of the shares of Stock issued thereafter in accordance with the original vesting and issuance schedule set forth above, but if and only if such delay in the issuance of the shares of Stock is necessary to avoid the imposition of adverse taxation on the Grantee in respect of the shares of Stock under Section 409A. Each installment of shares of Stock that vests is intended to constitute a “separate payment” for purposes of Treasury Regulation Section 1.409A-2(b)(2).

11. **Conflicts.** In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, the provisions of the Plan shall govern. All references herein to the Plan mean the Plan as in effect on the date hereof.

12. **Grantee Bound by Plan.** The Grantee hereby acknowledges that a copy of the Plan has been made available to him or her and agrees to be bound by all the terms and provisions thereof.

13. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon and inure to the benefit of the successors of the Grantee and any transferee of the Grantee in accordance with Section 7 and the successors of the Company.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware.

15. **Acceptance.** The Grantee must accept the RSUs and agree to the terms and conditions of the RSUs as set forth in the Plan and this Agreement, by electronically accepting this Agreement immediately following the Date of Grant on E*Trade (or such other service as the Company may use from time to time).

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Agreement, and the Grantee has placed his or her signature hereon, effective as of the Date of Grant.

SHIFT TECHNOLOGIES, INC.

By: /s/ Tobias Russell
Signature

Name: Tobias Russell

Title: Co-Chief Executive Officer

Date: April 5, 2021

I hereby accept this Grant and I agree to be bound by the terms of the Plan and this Grant. I further agree that all of the decisions and interpretations of the Company with respect thereto shall be final and binding.

GRANTEE:

By: /s/ George Arison
Signature

Name: George Arison
Print Name

**SHIFT TECHNOLOGIES, INC.
2020 OMNIBUS EQUITY COMPENSATION PLAN**

RSU GRANT AGREEMENT

THIS AGREEMENT (this “Agreement”), effective as of April 5, 2021 (the “Date of Grant”), between Shift Technologies, Inc., a Delaware corporation (the “Company”), and Tobias Russell (“Grantee”), is made pursuant and subject to the provisions of the Company’s 2020 Omnibus Equity Compensation Plan (the “Plan”), a copy of which has been made available to the Grantee. This Agreement is made as a modification of that certain RSU Agreement dated February 2, 2021, between the Company and Grantee (the “Original Agreement”), to reflect the grant of replacement awards that were rescinded and canceled by an amendment to the Original Agreement entered into between the Company and Grantee on the date hereof and amends and restates the version of this Agreement dated as of April 5, 2021. All capitalized terms used herein that are not otherwise defined in this Agreement have the same meaning given to them in the Plan.

1. **Award.** Subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, the Company hereby grants the Grantee 1,044,272 restricted Stock Units (“RSUs”), subject to the vesting terms set forth in Section 2 below. Subject to the provisions of this Agreement and the Plan, each vested RSU represents the right to receive one (1) share of Stock. The RSUs shall apply only with respect to a whole number of shares of Stock.

2. **Vesting.** The RSUs shall vest based on the passage of time (“Time RSUs”). The Time RSUs shall vest in accordance with the vesting schedule below. The “Vesting Commencement Date” shall be October 13, 2020.

(a) **Time RSUs.**

(i) The Time RSUs shall vest, subject to the Grantee’s continuous employment with the Company (or an Affiliate of the Company) through the applicable vesting date, as follows:

92,937	Jul. 12, 2022
190,267	Oct. 12, 2022
95,133	Jan. 12, 2023
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95,134	Oct. 12, 2023
95,133	Jan. 12, 2024
95,134	Apr. 12, 2024
95,133	Jul. 12, 2024
95,134	Oct. 12, 2024

(ii) From and after the Vesting Commencement Date through the date on which the Time RSUs become fully vested pursuant to subparagraph (i) above, the unvested portion of the grant of Time RSUs remains subject to forfeiture in accordance with the terms of Section 3 hereof.

(j) **Change of Control.** Time RSUs that are outstanding and unvested as of the date of Change of Control shall become vested immediately prior to such Change of Control.

3. **Termination of Service.** When a Grantee's employment with the Company (or an Affiliate of the Company) terminates, any outstanding and unvested Time RSUs shall immediately terminate and become null and void.

4. **Settlement.** During the first open trading window of the Company following the end of each calendar quarter (i.e., March 31, June 30, September 30, December 31), the Company shall deliver to the Grantee one (1) share of Stock in settlement of each RSU that became vested during such calendar quarter, except that, any RSUs that vest on or before December 31, 2021, shall be settled during the first open trading window of the Company following December 31, 2021, provided that, in no event (i) will an RSU be settled later than March 15 of the year following the year in which such RSU vested, nor (ii) will the Grantee be permitted, directly or indirectly, to specify the taxable year of delivery of any RSU subject to this Agreement.

5. **Delivery of Stock.** Certificates or evidence of book-entry shares representing the Stock issued upon settlement of RSUs pursuant to Section 4 of this Agreement will be delivered to or otherwise made available to the Grantee (or, at the discretion of the Grantee, joint in the names of the Grantee and the Grantee's spouse) or to the Grantee's nominee at such person's request. Delivery of shares of Stock under this Agreement will comply with all applicable laws (including, the requirements of the Exchange Act), and the applicable requirements of any securities exchange or similar entity.

6. **Shareholder Rights.** An RSU is not a share of Stock, and thus, the Grantee will have no rights as a stockholder with respect to the RSUs. Dividend Equivalents shall accrue on shares underlying the RSUs awarded hereunder and such dividends will be paid to Grantee upon the vesting of such RSUs.

7. **Transferability.** The RSUs subject to this Award may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered before they vest in accordance with Section 2. After such RSUs vest and are settled in accordance with Sections 2 and 4, no sale or disposition of such shares shall be made in the absence of an effective registration statement under the Exchange Act with respect to such shares unless an opinion of counsel satisfactory to the Company that such sale or disposition will not constitute a violation of the Exchange Act or any other applicable securities laws is first obtained.

8. **Change in Capital Structure.** The terms of this Agreement, including the number of shares of Stock subject to this RSU shall be adjusted as the Administrator determines is equitably required in the event the Company effects one or more stock dividends, spinoffs, recapitalizations, stock splits, combinations, exchanges or consolidations of shares or other similar changes in capitalization.

9. **Withholding.**

(a) The Grantee understands that when the RSUs are settled in accordance with Section 4, the Grantee will be obligated to recognize income, for Federal, state and local income tax purposes, as applicable, in an amount equal to the Fair Market Value of the share of Stock as of such date, and the Grantee is responsible for all tax obligations that arise in connection with the RSUs.

(b) Whenever shares of Stock are to be issued upon settlement of the RSUs, the Grantee shall assume sole responsibility for discharging all tax and other obligations associated therewith. The Company has no duty or obligation to minimize the tax consequences to the Grantee and will not be liable to the Grantee for any adverse tax consequences arising in connection with this Award. The Grantee agrees to indemnify the Company against any non-U.S., U.S. federal, state and local withholding taxes for which the Company may be liable in connection with the Grantee's acquisition, ownership or disposition of any shares of Stock.

(c) In its sole discretion, the Administrator of the Plan may permit the Grantee to satisfy the Company's tax withholding obligation with respect to RSUs settled in Stock by having shares withheld in accordance with Section 16(b) of the Plan. The elections described in this subsection (c) must be in a form and manner prescribed by the Administrator and may be subject to the prior approval of the Administrator.

10. **Compliance with Section 409A of the Code.** It is the intention of the Company that the Award and Plan are intended either to provide compensation that is exempt from Section 409A of the Code and the rules, regulations and other authorities promulgated thereunder (including the transition rules thereof) (collectively, "Section 409A"), (by reason of being a short-term deferral) or that is nonqualified deferred compensation that is compliant in all regards with the requirements of Code Section 409A, and all provisions of this Agreement will be construed and interpreted in a manner consistent with this intent. If the Grantee is a "Specified Employee" (within the meaning set forth in Section 409A(a)(2)(B)(i) of the Code) as of the date of the Grantee's "separation from service" (within the meaning of Treasury Regulation Section 1.409A-1(h) and without regard to any alternative definition thereunder), then the issuance of any shares of Stock that would otherwise be made upon the date of the separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the earlier of: (i) the fifth business day following the Grantee's death, or (ii) the date that is six (6) months and one day after the date of the separation from service, with the balance of the shares of Stock issued thereafter in accordance with the original vesting and issuance schedule set forth above, but if and only if such delay in the issuance of the shares of Stock is necessary to avoid the imposition of adverse taxation on the Grantee in respect of the shares of Stock under Section 409A. Each installment of shares of Stock that vests is intended to constitute a "separate payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2).

11. **Conflicts.** In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, the provisions of the Plan shall govern. All references herein to the Plan mean the Plan as in effect on the date hereof.

12. **Grantee Bound by Plan.** The Grantee hereby acknowledges that a copy of the Plan has been made available to him or her and agrees to be bound by all the terms and provisions thereof.

13. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon and inure to the benefit of the successors of the Grantee and any transferee of the Grantee in accordance with Section 7 and the successors of the Company.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware.

15. **Acceptance.** The Grantee must accept the RSUs and agree to the terms and conditions of the RSUs as set forth in the Plan and this Agreement, by electronically accepting this Agreement immediately following the Date of Grant on E*Trade (or such other service as the Company may use from time to time).

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Agreement, and the Grantee has placed his or her signature hereon, effective as of the Date of Grant.

SHIFT TECHNOLOGIES, INC.

By: /s/ George Arison
Signature

Name: George Arison

Title: Co-Chief Executive Officer

Date: April 5, 2021

I hereby accept this Grant and I agree to be bound by the terms of the Plan and this Grant. I further agree that all of the decisions and interpretations of the Company with respect thereto shall be final and binding.

GRANTEE:

By: /s/ Tobias Russell
Signature

Name: Tobias Russell
Print Name

**CERTIFICATIONS PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, George Arison, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Shift Technologies, 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)) 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) 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
 - c) 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 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.

/s/ George Arison

George Arison
Co-Chief Executive Officer and Chairman of the Board of Directors
May 14, 2021

**CERTIFICATIONS PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Toby Russell, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Shift Technologies, 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)) 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) 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
 - c) 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 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.

/s/ Toby Russell

Toby Russell
Co-Chief Executive Officer and President
May 14, 2021

**CERTIFICATIONS PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Oded Shein, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Shift Technologies, 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)) 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) 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
 - c) 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 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.

/s/ Oded Shein

Oded Shein
Chief Financial Officer
May 14, 2021

**CERTIFICATIONS PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

In connection with the Quarterly Report of Shift Technologies, Inc., a Delaware corporation (the "Company"), on Form 10-Q for the three months ended March 31, 2021, as filed with the Securities and Exchange Commission (the "Report"), George Arison, Co-Chief Executive Officer of the Company, Toby Russell, Co-Chief Executive Officer of the Company, and Oded Shein, Chief Financial Officer (Principal Financial Officer) of the Company, each hereby certifies, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to his or her knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ George Arison

George Arison
Co-Chief Executive Officer
May 14, 2021

/s/ Toby Russell

Toby Russell
Co-Chief Executive Officer
May 14, 2021

/s/ Oded Shein

Oded Shein
Chief Financial Officer
May 14, 2021