
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Rent the Runway, Inc.

(Name of Issuer)

Class A Common Stock, \$0.001 par value per share

(Title of Class of Securities)

76010Y202

(CUSIP Number)

**Bjorn Sperber
11111 Santa Monica Blvd, Ste 350
Los Angeles, CA, 90025
(424) 330-8820**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

10/28/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 76010Y202

Name of reporting person

1

Gateway Runway, LLC

Check the appropriate box if a member of a Group (See Instructions)

2

- (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 WC
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 DELAWARE

7 Sole Voting Power

Number of Shares Beneficially Owned by Each Reporting Person With: 8 0.00
Shared Voting Power

9 4,274,394.00
Sole Dispositive Power

10 0.00
Shared Dispositive Power

11 4,274,394.00
Aggregate amount beneficially owned by each reporting person

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13
Percent of class represented by amount in Row (11)

14 12.8 %
Type of Reporting Person (See Instructions)

OO

SCHEDULE 13D

CUSIP No. 76010Y202

1 Name of reporting person
Gateway Runway Intermediate Holdings, Inc.
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 AF
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With: 7 Sole Voting Power
0.00

Owned by Each Reporting Person With:	8	Shared Voting Power
		4,274,394.00
		Sole Dispositive Power
	9	0.00
		Shared Dispositive Power
	10	4,274,394.00
11	Aggregate amount beneficially owned by each reporting person	
		4,274,394.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)	
		<input type="checkbox"/>
13	Percent of class represented by amount in Row (11)	
		12.8 %
14	Type of Reporting Person (See Instructions)	
		CO

SCHEDULE 13D

CUSIP No. 76010Y202

1	Name of reporting person	
	Nexus Special Situations III, L.P.	
	Check the appropriate box if a member of a Group (See Instructions)	
2	<input type="checkbox"/>	(a)
	<input checked="" type="checkbox"/>	(b)
3	SEC use only	
4	Source of funds (See Instructions)	
	AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	
	<input type="checkbox"/>	
6	Citizenship or place of organization	
	DELAWARE	
		Sole Voting Power
	7	0.00
		Shared Voting Power
Number of Shares Beneficially Owned by Each Reporting Person With:	8	4,274,394.00
		Sole Dispositive Power
	9	0.00
		Shared Dispositive Power
	10	4,274,394.00
11	Aggregate amount beneficially owned by each reporting person	
		4,274,394.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)	

Percent of class represented by amount in Row (11)
13 12.8 %
Type of Reporting Person (See Instructions)
14 PN

SCHEDULE 13D

CUSIP No. 76010Y202

1 Name of reporting person
Nexus Special Situations III (Cayman) L.P.
Check the appropriate box if a member of a Group (See Instructions)
2 (a)
 (b)
3 SEC use only
Source of funds (See Instructions)
4 AF
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
5
Citizenship or place of organization
6 CAYMAN ISLANDS
Sole Voting Power
7 0.00
Number of Shares Beneficially Owned by Each Reporting Person With:
8 Shared Voting Power
4,274,394.00
Sole Dispositive Power
9 0.00
Shared Dispositive Power
10 4,274,394.00
Aggregate amount beneficially owned by each reporting person
11 4,274,394.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12
Percent of class represented by amount in Row (11)
13 12.8 %
Type of Reporting Person (See Instructions)
14 PN

SCHEDULE 13D

1 Name of reporting person
Nexus Capital Management LP
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 AF
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 DELAWARE
Sole Voting Power

7 0.00
Number of Shares Beneficially Owned by Each Reporting Person With:

8 Shared Voting Power
4,274,394.00

9 Sole Dispositive Power
0.00

10 Shared Dispositive Power
4,274,394.00

11 Aggregate amount beneficially owned by each reporting person
4,274,394.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12
Percent of class represented by amount in Row (11)

13 12.8 %
Type of Reporting Person (See Instructions)

14 PN

SCHEDULE 13D

1 Name of reporting person
Nexus Special Situations GP III, L.P.
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4

AF

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

DELAWARE

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially

8

Owned by

4,274,394.00

Each

Sole Dispositive Power

Reporting

9

Person

0.00

With:

Shared Dispositive Power

10

4,274,394.00

Aggregate amount beneficially owned by each reporting person

11

4,274,394.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

12.8 %

Type of Reporting Person (See Instructions)

14

PN

SCHEDULE 13D

CUSIP No. 76010Y202

Name of reporting person

1

Nexus Partners III, LLC

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

AF

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

DELAWARE

Sole Voting Power

7

0.00

Number of
Shares

Beneficially

Owned by

8

Shared Voting Power

Each

Reporting Person With: 4,274,394.00
 Sole Dispositive Power
 9
 0.00
 Shared Dispositive Power
 10
 4,274,394.00
 Aggregate amount beneficially owned by each reporting person
 11
 4,274,394.00
 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
 12

 Percent of class represented by amount in Row (11)
 13
 12.8 %
 Type of Reporting Person (See Instructions)
 14
 OO

SCHEDULE 13D

CUSIP No. 76010Y202

1 Name of reporting person
 Damian Giangiacomo
 Check the appropriate box if a member of a Group (See Instructions)
 2
 (a)
 (b)
 3 SEC use only
 Source of funds (See Instructions)
 4
 AF
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
 5

 Citizenship or place of organization
 6
 UNITED STATES
 Sole Voting Power
 7
 0.00
 Shared Voting Power
 Number of Shares Beneficially Owned by Each Reporting Person With: 8
 4,274,394.00
 Sole Dispositive Power
 9
 0.00
 Shared Dispositive Power
 10
 4,274,394.00
 Aggregate amount beneficially owned by each reporting person
 11
 4,274,394.00
 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
 12

13 Percent of class represented by amount in Row (11)

12.8 %

Type of Reporting Person (See Instructions)

14

IN, HC

SCHEDULE 13D

CUSIP No. 76010Y202

Name of reporting person

1

Michael Cohen

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

AF

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

UNITED STATES

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially 8

Owned by

4,274,394.00

Each

Sole Dispositive Power

Reporting 9

Person

0.00

With:

Shared Dispositive Power

10

4,274,394.00

Aggregate amount beneficially owned by each reporting person

11

4,274,394.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

12.8 %

Type of Reporting Person (See Instructions)

14

IN, HC

SCHEDULE 13D

CUSIP No. 76010Y202

1 Name of reporting person
Daniel Flesh
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 AF
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 UNITED STATES

7 Sole Voting Power
Number of Shares Beneficially Owned by Each Reporting Person With: 0.00
8 Shared Voting Power
4,274,394.00
9 Sole Dispositive Power
0.00
10 Shared Dispositive Power
4,274,394.00

11 Aggregate amount beneficially owned by each reporting person
4,274,394.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12
Percent of class represented by amount in Row (11)

13 12.8 %
Type of Reporting Person (See Instructions)

14 HC, IN

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a) Class A Common Stock, \$0.001 par value per share

Name of Issuer:

(b) Rent the Runway, Inc.

Address of Issuer's Principal Executive Offices:

(c) 10 Jay Street, Brooklyn, NEW YORK , 11201.

Item 2. Identity and Background

(a) This Schedule 13D is being filed by the following (each a "Reporting Person," and collectively the "Reporting Persons"): (i) Gateway Runway, LLC ("Gateway Runway"); (ii) Gateway Runway Intermediate Holdings, Inc. ("Gateway Runway Intermediate"); (iii) Nexus Special Situations III, L.P. ("Nexus SS III"); (iv) Nexus Special

Situations III (Cayman) L.P. ("Nexus SS III Cayman"); (v) Nexus Special Situations GP III, L.P. ("Nexus SS GP III"); (vi) Nexus Partners III, LLC ("Nexus Partners"); (vii) Nexus Capital Management LP ("Nexus Capital Management"); (viii) Daniel Giangiacomo; (ix) Michael Cohen; and (x) Daniel Flesh. The Reporting Persons have entered into a joint filing agreement, a copy of which is attached hereto as Exhibit 99.1.

- (b) The principal business address and principal office address of each of the Reporting Persons is 11111 Santa Monica Blvd, Ste 350, Los Angeles, CA 90025.
- (c) The principal business of each of the Reporting Persons is investment holding.
- (d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the Reporting Persons has been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or is subject to a judgement, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Each of Gateway Runway and Nexus Partners is a Delaware limited liability company. Gateway Runway Intermediate is a Delaware corporation. Each of Nexus SS III, Nexus SS GP III and Nexus Capital Management is a Delaware limited partnership. Nexus SS III Cayman is a Cayman Islands limited partnership. Each of Daniel Giangiacomo, Michael Cohen and Daniel Flesh is a United States citizen.

Item 3. Source and Amount of Funds or Other Consideration

The information set forth in Item 4 of this Schedule 13D is incorporated by reference into this Item 3. The funds used to acquire the shares of Class A Common Stock issued pursuant to the Rights Offering Backstop Agreement (as defined in item 4 hereof) and the Debt and Equity Purchase Agreement (as defined in Item 4 hereof) were obtained from the working capital of Gateway Runway.

Item 4. Purpose of Transaction

Exchange Agreement On July 23, 2018, Rent the Runway, Inc. (the "Issuer") entered into a credit agreement with CHS (US) Management, LLC (as successor-in-interest to Double Helix Pte Ltd.) ("CHS US Management") as administrative agent and the lenders from time to time party thereto (the "Existing Credit Agreement"). On August 20, 2025, CHS US Investments LLC ("CHS US Investments") entered into an exchange agreement (the "Exchange Agreement") with the Issuer in connection with the Issuer's proposed recapitalization transactions. Pursuant to the Exchange Agreement, CHS US Investments, as lender under the Existing Credit Agreement, agreed to (i) exchange \$100 million of existing outstanding indebtedness owed to it under the Existing Credit Agreement on a dollar-for-dollar cashless basis for new term loans (the "Exchange Consideration Term Loans") under an amended and restated credit agreement (the "New Credit Agreement") by and among the Issuer, CHS US Management, CHS US Investments, Gateway Runway, and S3 RR Aggregator, LLC ("Story3" and together with CHS US Investments and Gateway Runway, the "Investor Group") and (ii) contribute all outstanding indebtedness owing to it under the Existing Credit Agreement in excess thereof to the Issuer in exchange for newly issued shares of the Issuer's Class A Common Stock, par value \$0.001 per share (the "Class A Common Stock," and such consideration, the "Exchange Stock"), equal to 86% of the number of outstanding shares of Class A Common Stock following the closing of the transactions contemplated by the Exchange Agreement and related agreements (the "Closing"), after giving effect to the conversion by holders of the Issuer's Class B Common Stock, par value \$0.001 per share into shares of Class A Common Stock, but before giving effect to the Rights Offering (as defined below) and an increase in the maximum number of shares of Class A Common Stock authorized for issuance under the Issuer's Amended and Restated 2021 Incentive Award Plan. Further, pursuant to the Exchange Agreement and the Investor Rights Agreement (described below), the Issuer agreed to take all commercially reasonable actions as may be necessary to cause upon the Closing its board of directors (the "Board") to consist of seven members, including Jennifer Hyman, a director selected by Ms. Hyman and approved by the Investor Group, a director designated by Gateway Runway, a director designated by Story3, and three directors designated by the Board and subject to the approval of the Investor Majority (as defined in the Investor Rights Agreement). The Reporting Persons nominated Damian Giangiacomo to serve on the Board pursuant to the terms of the Investor Rights Agreement and the Exchange Agreement. On October 28, 2025, Mr. Giangiacomo was appointed to Board. The transactions contemplated by the Exchange Agreement closed on October 28, 2025. Gateway Runway received 3,926,279 shares of Exchange Stock pursuant to the Debt and Equity Purchase Agreement described below. The foregoing description of the Exchange Agreement is qualified in its entirety by reference to the full text thereof, a copy of which is attached hereto as Exhibit 99.2 and incorporated herein by reference. New Credit Agreement On October 28, 2025, the Investor Group, CHS US Management, and the Issuer entered into the New Credit Agreement, which amended and restated the Existing Credit Agreement and provides for \$120 million in aggregate principal amount of term loans comprised of (x) \$100 million of Exchange Consideration Term Loans and (y) \$20 million of new money term loans provided by the Investor Group (the "New Money Term Loans"). All such term loans mature on the fourth anniversary of the Closing and bear interest, at the Issuer's option, at either (i) a bank reference rate, plus 4.00% or (ii) term SOFR plus 5.00%, in each case per annum. The New Credit Agreement also modifies the Existing Credit Agreement in certain other respects, including by temporarily reducing the minimum liquidity maintenance covenant from \$30 million to \$15 million during the period from the date of the Closing until February 20, 2027, which reverts thereafter to \$30 million. The foregoing description of the New Credit Agreement is qualified in its entirety by reference to the full text thereof, a copy of which is attached hereto as Exhibit 99.3 and incorporated herein by reference. Debt and Equity Purchase Agreement In connection with the Exchange Agreement, the Investor Group entered into a Debt and Equity Purchase Agreement (the "Debt and Equity Purchase Agreement") with the Issuer, pursuant to which each of Story3 and Gateway Runway agreed to enter into the New Credit Agreement, to provide its share of the New Money Term Loans, and to purchase (i) \$15 million of the

Exchange Consideration Term Loans from CHS US Investments and (ii) 15% of the Exchange Stock from CHS US Investments for an aggregate purchase price of \$15 million. The transactions contemplated by the Debt and Equity Purchase Agreement closed on October 28, 2025, and Gateway Runway purchased an aggregate of 3,926,279 shares of Class A Common Stock from CHS US Investments. Investor Rights Agreement In connection with the Exchange Agreement, on August 20, 2025, the Investor Group entered into an investor rights agreement (the "Investor Rights Agreement") with the Issuer and certain entities affiliated with Jennifer Hyman, which such Investor Rights Agreement took effect at the Closing. Pursuant to the Investor Rights Agreement, the Issuer is required to file with the Securities and Exchange Commission within 20 days of the Closing a shelf registration statement registering the resale of Class A Common Stock held by the Investor Group and Ms. Hyman, and grants certain demand, piggyback and shelf registration rights to the Investor Group and Ms. Hyman. The Investor Rights Agreement also provides for certain board designation rights of the Investor Group and Ms. Hyman following the Closing. Pursuant to the Investor Rights Agreement, for so long as they meet certain minimum ownership thresholds, each of Story3 and Gateway Runway will be entitled to designate one director to the Board, and the Board will designate three directors to the Board, subject to the approval of the Investor Majority and after considering in good faith Ms. Hyman's views in connection therewith. In addition, the Investor Rights Agreement provides that, so long as Ms. Hyman serves as Chief Executive Officer of the Issuer, she will be designated as a member of the Board, and, for so long as she continues to own a specified minimum number of Class A Common Stock, Ms. Hyman will be entitled to appoint one additional director to the Board, subject to the reasonable approval of the Investor Majority. Subject to certain minimum ownership thresholds, each of Ms. Hyman, Gateway Runway and Story3 are also entitled to appoint a non-voting Board observer, and CHS US Investments is entitled to appoint two non-voting Board observers; provided, that (i) each of Story3 and Gateway Runway have the right to designate one Board observer in total pursuant to the Investor Rights Agreement and the New Credit Agreement and (ii) CHS US Investments has the right to designate two Board observers in total pursuant to the Investor Rights Agreement and the New Credit Agreement. The foregoing description of the Investor Rights Agreement is qualified in its entirety by reference to the full text thereof, a copy of which is attached hereto as Exhibit 99.4 and incorporated herein by reference. Rights Offering Backstop Agreement Pursuant to the Exchange Agreement, the Issuer conducted a \$12,500,000 rights offering (the "Rights Offering") which closed on October 21, 2025. In connection with the Rights Offering, the Investor Group entered into the Rights Offering Backstop Agreement, dated August 20, 2025 (the "Rights Offering Backstop Agreement"), pursuant to which the Investor Group agreed to purchase from the Issuer, at a price of \$4.08 per share, all unsubscribed shares of Class A Common Stock to be issued in connection with the Rights Offering, on the terms and subject to the conditions set forth in the Rights Offering Backstop Agreement. On October 23, 2025, the Issuer delivered to Gateway Runway a subscription notice with respect to its portion of the unsubscribed shares from the Rights Offering. As a result of the subscription notice, and pursuant to the Rights Offering Backstop Agreement, Gateway Runway purchased 348,115 shares of Class A Common Stock at a purchase price of \$4.08 per share. The foregoing description of the Investor Rights Agreement is qualified in its entirety by reference to the full text thereof, a copy of which is attached hereto as Exhibit 99.5 and incorporated herein by reference. General The Reporting Persons acquired the securities described in this Schedule 13D for investment purposes and they intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments. The Reporting Persons may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Persons may engage in discussions with management, the Board, and other securityholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or take-private transaction that could result in the de-listing or de-registration of the Class A Common Stock; security offerings and/or stock repurchases by the Issuer; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board. To facilitate their consideration of such matters, the Reporting Persons may retain consultants and advisors and may enter into discussions with potential sources of capital and other third parties. The Reporting Persons may exchange information with any such persons pursuant to appropriate confidentiality or similar agreements. The Reporting Persons will likely take some or all of the foregoing steps at preliminary stages in their consideration of various possible courses of action before forming any intention to pursue any particular plan or direction. Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)-(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer

The beneficial ownership percentages reported herein are based on 33,358,709 shares of Class A Common Stock outstanding, after giving effect to the transactions disclosed herein. Gateway Runway directly holds 4,274,394 shares of Class A Common Stock. Gateway Runway is jointly owned by Gateway Runway Intermediate and Nexus SS III.

- (a) Nexus SS III Cayman is the limited partner Nexus SS III. Nexus Capital Management is the investment manager of Nexus SS III and Nexus SS III Cayman. Nexus SS GP III is the general partner of Nexus SS III and Nexus SS III Cayman. Nexus Partners is the general partner of Nexus SS GP III. Mr. Giangiacomo, Mr. Cohen and Mr. Flesh are the owners of Nexus Capital Management and Nexus Partners.
- (b) The information set forth in the cover pages of this Schedule 13D is incorporated by reference into this Item 5(b).

Based on the terms of the Exchange Agreement, the Debt and Equity Purchase Agreement and the Rights Offering Backstop Agreement, the Reporting Persons believe Story3 has beneficial ownership of 4,274,394 shares of Class A Common Stock, or 12.8% of the Issuer's outstanding shares of Class A Common Stock, after giving effect to the transactions reported herein, and CHS US Investments has beneficial ownership of 19,983,656 shares of Class A Common Stock, or 59.9% of the Issuer's outstanding shares of Class A Common Stock, after giving effect to the transactions reported herein. Accordingly, the Reporting Persons believe that collectively, the Reporting Persons, Story3, and CHS US Investments have beneficial ownership of 28,532,444 shares of Class A Common Stock, or approximately 85.5% of the Issuer's outstanding shares of Class A Common Stock. The Reporting Persons expressly disclaim the existence of, or membership in a "group" within the meaning of Section 13(d)(3) of the Act and Rule 13d-5(b) thereunder with Story3 or CHS US Investments, as well as beneficial ownership with respect to any shares of Class A Common Stock beneficially owned by Story3 and CHS US Investments, and neither the filing of this Statement on Schedule 13D nor any of its contents shall be deemed to constitute an admission by any Reporting Person that it is the beneficial owner of any of the shares of Class A Common Stock referred to herein for purposes of Section 13(d) of the Act, or for any other purpose, and such beneficial ownership is expressly disclaimed by the Reporting Persons.

(c) The information set forth in Item 4 of this Schedule 13D is incorporated by reference into this Item 5(c). Except as otherwise disclosed herein, none of the Reporting Persons has effected any transaction with respect to the Class A Common Stock in the past 60 days.

(d) None.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth in Item 4 of this Schedule 13D is incorporated by reference into this Item 6. Except as otherwise described in this Schedule 13D, there are no contracts, arrangements, understandings or relationships between the Reporting Persons and any other person with respect to any securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1 - Joint Filing Agreement Exhibit 99.2 - Exchange Agreement (incorporated by reference to Exhibit 10.1 of the Issuer's Current Report on Form 8-K filed on August 21 2025) Exhibit 99.3 - New Credit Agreement (incorporated by reference to Exhibit 10.1 of the Issuer's Current Report on Form 8-K filed on October 29, 2025) Exhibit 99.4 - Investor Rights Agreement (incorporated by reference to Exhibit 10.2 of the Issuer's Current Report on Form 8-K filed on August 21 2025) Exhibit 99.5 - Rights Offering Backstop Agreement (incorporated by reference to Exhibit 10.3 of the Issuer's Current Report on Form 8-K filed on August 21 2025)

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Gateway Runway, LLC

Signature: /s/ Damian Giangiacomo

Name/Title: Damian Giangiacomo, President

Date: 10/29/2025

Gateway Runway Intermediate Holdings, Inc.

Signature: /s/ Damian Giangiacomo

Name/Title: Damian Giangiacomo, President

Date: 10/29/2025

Nexus Special Situations III, L.P.

Signature: /s/ Damian Giangiacomo

Name/Title: Damian Giangiacomo, Authorized Signatory

Date: 10/29/2025

Nexus Special Situations III (Cayman) L.P.

Signature: /s/ Damian Giangiacomo

Name/Title: Damian Giangiacomo, Authorized Signatory

Date: 10/29/2025

Nexus Capital Management LP

Signature: /s/ Damian Giangiacomo

Name/Title: Damian Giangiacomo, Authorized Signatory

Date: 10/29/2025

Nexus Special Situations GP III, L.P.

Signature: /s/ Damian Giangiacomo

Name/Title: Damian Giangiacomo, Authorized Signatory

Date: 10/29/2025

Nexus Partners III, LLC

Signature: /s/ Damian Giangiacomo

Name/Title: Damian Giangiacomo, Manager

Date: 10/29/2025

Damian Giangiacomo

Signature: /s/ Damian Giangiacomo

Name/Title: Damian Giangiacomo

Date: 10/29/2025

Michael Cohen

Signature: /s/ Michael Cohen

Name/Title: Michael Cohen

Date: 10/29/2025

Daniel Flesh

Signature: /s/ Daniel Flesh

Name/Title: Daniel Flesh

Date: 10/29/2025

AGREEMENT

The persons below hereby agree that the Schedule 13D to which this agreement is attached as an exhibit, as well as all future amendments to such Schedule 13D, shall be filed on behalf of each of them. This agreement is intended to satisfy the requirements of Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934.

Date: October 29, 2025

GATEWAY RUNWAY, LLC

By: /s/ Damian Giangiacomo
Name: Damian Giangiacomo
Title: President

GATEWAY RUNWAY INTERMEDIATE HOLDINGS, INC.

By: /s/ Damian Giangiacomo
Name: Damian Giangiacomo
Title: President

NEXUS SPECIAL SITUATIONS III, L.P.

By: /s/ Damian Giangiacomo
Name: Damian Giangiacomo
Title: Authorized Signatory

NEXUS SPECIAL SITUATIONS III (CAYMAN) L.P.

By: /s/ Damian Giangiacomo
Name: Damian Giangiacomo
Title: Authorized Signatory

NEXUS SPECIAL SITUATIONS GP III, L.P.

By: /s/ Damian Giangiacomo
Name: Damian Giangiacomo
Title: Authorized Signatory

NEXUS PARTNERS III, LLC

By: /s/ Damian Giangiacomo
Name: Damian Giangiacomo
Title: Manager

NEXUS CAPITAL MANAGEMENT LP

By: /s/ Damian Giangiacomo
Name: Damian Giangiacomo
Title: Authorized Signatory

DANIEL GIANGIACOMO

/s/ Daniel Giangiacomo

MICHAEL COHEN

/s/ Michael Cohen

DANIEL FLESH

/s/ Daniel Flesh