

## **PURCHASE AND TRANSFER AGREEMENT OF HAMMERKING PRODUCTIONS, INC.'S ULTRA4 VIMEO LIVESTREAM SUBSCRIPTION ACCOUNT**

This Purchase And Transfer Agreement Of Hammerking Productions, Inc.'s Ultra4 Vimeo Account ("Agreement") is made and entered into as of July 22, 2022, by and between HAMMERKING PRODUCTIONS, INC., a California corporation ("Seller") and AMERICA OFFROAD ENDURANCE, LLC ("Buyer") (each a "Party" or "Parties").

WHEREAS, the Seller is in the business of promoting off-road races, events and race series, is the owner of all of the Ultra4 Unlimited 4 Wheel Drive Racing Series worldwide and premier events including the ten race East, West and North Regional Ultra4 National Championship Race Series operated in the territory of the United States of America ("US Ultra4 National Championship Race Series"). This Agreement and the companion contract entitled "Asset Purchase Agreement For The US Ultra4 National Championship Race Series" were contemplated by the Parties at the time of the creation and execution of the "Purchase Agreement To Buy Ultra4 From Hammer King Productions" and is intended by the Parties to, and shall act to modify, supplement, clarify, and supersede the March 4, 2022 "Purchase Agreement to buy Ultra4 from Hammer King Productions". In the event any terms or conditions in this Agreement or the companion and dependent contract entitled "Asset Purchase Agreement For The US Ultra4 National Championship Race Series" conflict with any terms or conditions contained in the "Purchase Agreement to buy Ultra4 from Hammer King Productions", the Parties agree that the terms and conditions contained in this Agreement and the companion contract entitled "Asset Purchase Agreement For The US Ultra4 National Championship Race Series" will control.

The Parties have agreed to modify the March 4, 2022 "Purchase Agreement to buy Ultra4 from Hammer King Productions" into two separate contracts, this Agreement and the companion "Asset Purchase Agreement For The US Ultra4 National Championship Race Series" and delete various rights and responsibilities attendant to the EV Spec Race Program as identified in the companion Asset Purchase Agreement For The US Ultra4 National Championship Race Series". By this Agreement Seller agrees to sell, assign and transfer its rights and interests in its Ultra4 Vimeo Subscription Account as defined herein (the "Ultra4 Vimeo Livestream Subscription Account") on the terms and conditions set forth herein.

WHEREAS, the Buyer desires to purchase and the Seller desires to sell the Ultra4 Vimeo Livestream Subscription Account pursuant to the terms hereof;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is hereby agreed by and between the parties as follows:

1. Sale, Assignment and Transfer. Subject to the provisions of this Agreement, Buyer agrees to purchase, and Seller agrees to sell, all Seller's rights, title and interest, to: a) the "Ultra4 Vimeo Livestream Subscription Account", b) any goodwill symbolized thereby; and c) and all rights to sue for past infringement, if any, and to receive any recoveries therefore, all as set forth on Exhibit A, hereto and incorporated herein by this reference (the "Purchased

Assets"). Seller does hereby sell, assign, convey and transfer to Buyer and Buyer hereby accepts, all of Seller's right, title and interest including but not limited to all of Seller's common law rights in and to the Purchased Assets. In addition, Seller hereby sells, assigns, conveys and transfers to Buyer all data, user or customer lists, receivables and all other information as it pertains to the operation of the "Ultra4 Vimeo Livestream Subscription Account" listed on Exhibit A.

2. Purchase Price and Costs of Transfer. The purchase price for the Purchased Assets will be four hundred thousand (\$400,000) United States Dollars ("Purchase Price"). The Purchase Price and all other amounts owed to Seller by Buyer pursuant to this Section 2 are to be paid in four (4) equal payments using the following payment schedule:
  - 2.1. Payment 1 of \$100,000 due on closing date pursuant to section 4.2 below
  - 2.2. Payment 2 of \$100,000 due on Sept 30, 2022
  - 2.3. Payment 3 of \$100,000 due on March 31, 2023
  - 2.4. Payment 4 of \$100,000 due on June 30, 2023
3. Further Assurances. Seller hereby covenants that it will, at any time upon request of Buyer, execute and deliver to Buyer any new or confirmatory instruments and do and perform (at Buyer's reasonable expense) any other acts which Buyer may reasonably request in order to fully sell assign and transfer to and vest in Buyer, all of Seller's right, title and interest in and to the Purchased Assets, including, without limitation transfer of the "Ultra4 Vimeo Livestream Subscription Account".
4. Closing.
  - 4.1. Pre-Closing Conditions. The following are material conditions precedent to Closing: Buyer acknowledges that Seller has facilitated the transfer of the "Ultra4 Vimeo Livestream Subscription Account" over to Buyer by providing Buyer with passwords and account information necessary access to all required accounts, files, images and data bases.
  - 4.2. The actions to be taken by the parties hereto to close the transaction as provided shall take place on or before July 22, 2022 (the "Closing Date"). The four equal payments shall be payable by electronic transfer into Seller's account of choice following the payment schedule referred to in section 2. Within a reasonable time after the Closing Date, not to exceed 5 business days, Seller shall execute any required assignment and transfer instruments to transfer the Purchased Assets to Buyer.

5. Warranties and Representations. Seller hereby represents and warrants to Buyer that:
  - 5.1. Seller has all necessary power and authority to own and operate its Purchased Assets and to operate the Business as now being conducted;
  - 5.2. Seller has the requisite power and authority to execute, deliver, and perform this Agreement, and when executed and delivered at Closing, will constitute a valid and binding obligation of Seller;
  - 5.3. Seller has good and marketable title to all Purchased Assets;
  - 5.4. All representations and warranties made by Seller shall survive the Closing.
  
6. Miscellaneous.
  - 6.1. Assignment. Neither this Agreement nor any right or obligation under this Agreement is assignable in whole or in part by any Party without the prior written consent of the other Parties and any attempted assignment without such consent shall be null and void and of no force or effect.
  - 6.2. Complete Agreement. This Agreement, including any and all Schedules and attachments to this Agreement, which are hereby incorporated by reference into this Agreement, constitutes the complete and integrated understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, with respect to the same subject matter.
  - 6.3. Amendments. This Agreement may only be amended by a written agreement duly signed by persons authorized to sign agreements on behalf of each Party.
  - 6.4. 7.4. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any Party to the other Party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight air courier addressed as provided on the first page of this Agreement.
  - 6.5. Governing Law and Jurisdiction. The interpretation and construction of this Agreement, to the extent the particular issue is controlled by state law, shall be governed by and construed in accordance with the Laws (but not including choice of law provisions) of the State of California. The state and federal courts located in San Diego County, CA shall have exclusive jurisdiction to adjudicate all disputes between the parties concerning the subject matter hereof.
  - 6.6. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of each Party appears on each counterpart, but it shall be sufficient that the signature of or on behalf of each Party appears on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. A facsimile copy or other reliable reproduction of this Agreement shall be deemed an original.
  - 6.7. Benefits; Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective Parties and their permitted assigns and successors in interest.

7. Attorneys' Fees. The prevailing party in any dispute concerning this Agreement shall be entitled to recover reasonable attorneys' fees incurred as a result of defending or prosecuting the claim, as the case may be.

*(Signatures on Following Page)*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date herein first above-written.

SELLER:

**HAMMERKING PRODUCTIONS, INC., a California corporation**

By 

Name: Ryan Thomas

Title: President

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BUYER:

AMERICA OFFROAD ENDURANCE, LLC

By 

Name: JASON ROBINETTE

By 

Name: GAYLA ROBINETTE

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VIMEO LIVESTREAM SUBSCRIPTION ACCOUNT**

**Exhibit A**

Description of the Purchased Assets:

A. The Ultra4 Vimeo Livestream Subscription Account(s) :

<b>Type</b>	<b>Product</b>	<b>Start Date</b>	<b>End Date</b>	<b>Account ID</b>
Subscription:	Livestream Premium Yearly	11/13/2020	11/13/2022	10509265
Subscription :	Vimeo OTT - Branded 6 App Suite	11/13/2020	11/13/2022	122463
Subscription	Vimeo OTT - Gold Support Package	11/13/2020	11/13/2022	122463
Subscription	Vimeo OTT - Live Event-Based Channel	11/13/2020	11/13/2022	122463
Subscription	Vimeo OTT Enterprise	11/13/2020	11/13/2022	122463
Subscription	Vimeo Premium	11/13/2020	11/13/2022	126907558