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ASSET SALE AGREEMENT

This Asset Sale Agreement (the "Agreement") is made and entered into as of 17 January 2025 by and between:

Seller:
(1) Londonist DMC Ltd incorporated and registered in England and Wales with company number 08392889 and registered office at 5 Great James Street, London, WC1N 3DB (“Seller”) and;

Buyer:
(2) Asim Erturk ("Buyer")

Recitals

WHEREAS the Seller desires to sell and the Buyer desires to purchase certain assets from the Seller on the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

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1. SALE OF ASSET

1.1 **Asset Sold**
The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the following asset of the Seller's business (the "Asset"): [Vehicle: BMW G07 X7 xDrive40d M Sport LCI];

1.2 **Purchase Price**
The total purchase price for the Asset is £65,522.93 (the "Purchase Price").

2. PAYMENT TERMS

2.1 **Loan to Buyer**
The Buyer acknowledges that the Seller will provide a loan to the Buyer in the amount of the Purchase Price. The loan will be used exclusively to finance the purchase of the Asset, and the Buyer agrees to repay the loan in instalments as set forth below.

2.2 **Repayment of Loan**
The Buyer agrees to repay the loan in monthly instalments of £250.00 each, commencing on 31 January 2025 and thereafter due on the last business day of each month until the Purchase Price is paid.

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2.3 **Interest-Free Terms:**
The Purchase Price shall be paid on an interest-free basis. The Buyer will not be charged any interest on the balance owed.

3. Transfer of Ownership

Ownership of the Asset shall pass from the Seller to the Buyer upon receipt of the full Purchase Price. The Seller shall provide the Buyer with all necessary documentation to transfer legal ownership of the Asset, including but not limited to a bill of sale, title transfer documents (if applicable), and any other documents required.

4. Warranties and Representations

- **Seller's Warranties:**
  - The Seller warrants that it has full legal ownership of the Asset and the right to sell them.
  - The Asset are free from all liens, encumbrances, or claims at the time of sale, except as specifically noted.
- **Buyer's Acknowledgements:**
  - The Buyer acknowledges that no other warranties or representations, expressed or implied, are made by the Seller, except as expressly stated in this Agreement.

5. Taxes

The Buyer shall be responsible for all taxes, duties, levies, or fees arising from the sale or transfer of the Asset, including but not limited to VAT, stamp duty, registration fees, or transfer fees, unless otherwise agreed.

6. Indemnity

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, losses, or costs (including reasonable legal fees) arising out of the breach of any provision of this Agreement or any action or omission relating to the Asset prior to the completion of the sale.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflicts of law principles.

8. Dispute Resolution

Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be resolved by the courts of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

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9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the sale of the Asset and supersedes any prior discussions, agreements, or understandings between the parties.

10. Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

11. Severability

If any provision of this Agreement is found to be invalid, unenforceable, or void, the remainder of the Agreement shall remain in full force and effect.

12. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Seller:

DocuSigned by:
Umang Gandecha
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Umang Gandecha

For and on behalf of Londonist DMC Ltd

Buyer:

DocuSigned by:
Asim Erturk
AECE36E74E944C4...

Asim Erturk