



1155 N. Warson Rd.
St. Louis, MO. 63132
PH: (314) 970 2427

EXOTICS

Private Party Purchase Agreement

July 18, 2025

This Agreement is made this **July 18, 2025** by and between RP Exotics, LLC, in St. Louis, MO and **Earth Motor Cars** hereinafter referred to as "Seller(s)" and RP Exotics, LLC hereinafter referred to as "Buyer".

Address of the Seller(s)

Earth Motor Cars

Seller Name

Home/Main Phone Number

Mobile Phone Number

Email Address

Description of the Vehicle (the "Vehicle"):

Sedan	2025	BMW	M5
Body Type	Year	Make	Model
WBS83FK06SCT42170			2,000
Vehicle Identification Number			Mileage

Financial Information:

Purchase Price: \$30,000	Payoff Amount: \$N/A
Purchase Price (\$)	Payoff Amount (\$)
Amount Due to Customer: \$N/A	Amount Due to RP Exotics: \$N/A
Amount Due to Customer (\$)	Amount Due to RP Exotics (\$)

General Terms of the Agreement:

- Possession and Inspection:** Seller(s) shall transfer possession of the vehicle to RP Exotics upon execution of this Agreement.
- Vehicle Condition:** If the vehicle's condition is wrongfully described by the Seller(s), RP Exotics retains the right to cancel the purchase within five (5) business days or be reimbursed the original purchase amount if Seller(s) have already received payment.
- Seller Representations:** Seller(s) represents that the vehicle is in good working order and has disclosed any known issues or defects, mechanical and/or cosmetic. This includes accurate odometer and mileage disclosure.
- Transfer of Ownership:** Seller(s) is the transferor of the vehicle and is responsible for ensuring all necessary disclosures are made in accordance with state and federal law.
- Payment Terms:** All payments will be sent out within five (5) business days of the execution of this agreement. Please refer to the Additional Terms outlined below for details based on your individual circumstances.

Additional Terms for Vehicles with Title in Hand and No Lien:

- Delivery of Payment:** RP Exotics will send the Seller(s) an overnight envelope containing a check for the agreed purchase price of the vehicle. This envelope will also include a prepaid return label and envelope for the Seller(s) to use.
- Title Transfer Requirements:** The Seller(s) is required to sign and place their title in the provided return envelope and send it back to RP Exotics using the provided label. The title must be received at RP Exotics before the Seller(s) is authorized to deposit the check. *Note: For inquiries on title execution, contact your RP Exotics onboarding specialist.*
- Check Deposit and Positive Pay System:** RP Exotics employs the Positive Pay banking system to ensure security and proper sequence in the transaction. Should the check be deposited before the title is received by RP Exotics, the deposit will be denied. A new check will be issued once the title is received in-house.
- Vehicle Pickup Coordination:** Once the check is delivered to the Seller(s), your RP Exotics onboarding specialist will contact the Seller(s) to schedule the pickup of the vehicle. Arrangements will be made for a transport truck to arrive within (72) hours of check delivery.

Additional Terms for Vehicle Transactions Involving Liens:

- 1. Documentation and Payment Envelope: Upon execution of the Buyer's Order, RP Exotics will send the payoff to the lienholder through their preferred payment method (i.e. check, wire transfer, ACH). If applicable, a check representing the Seller's positive equity will be sent directly to the Seller(s).
 - a. For Seller(s) in title holding states (Kentucky, Maryland, Michigan, Minnesota, Missouri, Montana, New York, Oklahoma, and Wyoming), RP Exotics will provide a shipping envelope and label to facilitate the direct sending of the title to RP Exotics.
- 2. Check Deposit Conditions: The positive equity check should not be deposited until the title has been signed and received at RP Exotics. If the check is deposited prematurely, it will be voided, and a new check will be issued once the title has been received.
- 3. Lien Payoff Process: RP Exotics will send payment directly to the lienholder using their preferred method (e.g., ACH transfer, wire, or check).
- 4. Proof of Payment and Tracking: RP Exotics will provide the Seller(s) with copies of the payment confirmation and, if applicable, a tracking number for the payment sent to the lienholder.
- 5. Negative Equity Payment: If the Seller(s) has negative equity, this amount must be resolved before any payoff payments are made to the lienholder. The Controller at RP Exotics will manage the collection of these funds.
- 6. Title Transfer Instructions: RP Exotics will instruct the lienholder to send the title directly to RP Exotics once it is paid off and released by the bank.
 - a. Should the lienholder send the title directly to the Seller(s), please notify your onboarding specialist immediately.
- 7. Vehicle Pickup Scheduling and Coordination: Vehicle pickup will be scheduled within (72) hours of the execution of this agreement and upon receiving proof of the payment being sent to the lienholder (except for banks utilizing DealerTrack). Lienholders can take up to (4) weeks to reflect a completed payoff. Pickup shall not be delayed by Seller(s) pending the lienholder's internal processing of the payoff.

We, the undersigned, confirm this comprises the entire agreement affecting the purchase of the Vehicle and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. Further, we certify that all information in this agreement and all information furnished in support of this agreement is accurate and complete to the best of my/our knowledge and belief.

Seller Signature	Date
Co-Seller Signature	Date
Dealer Authorized Representative	Date



EXOTICS

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PH: (314) 970 2427
info@rpexotics.com

POWER OF ATTORNEY

DATE: 7/18/2025

STOCK #: UNKNOWN

CUSTOMER: Earth Motor Cars

I/WE Earth Motor Cars
OF _____

YEAR: 2025 MAKE: BMW

MODEL: M5

VIN: WBS83FK06SCT42170

MILEAGE: 2,000

Constitute and appoint RP Exotics my (our) true and lawful attorney-in-fact for the purpose of transferring title and registration, assignment of title, and applications for titles to the above described motor vehicle with full authority to sign on my (our) behalf all papers and documents and to do all things necessary to this appointment.

Executed on this _____ day of _____, _____.

Signed: _____

Co-Signer: _____

Notary Information

Subscribed and sworn before me, this

_____ day of _____ Year _____

State _____ County _____

My commission Expires (_____/_____/_____))

Notary Public Signature

Notary Public Name (Typed or Printed)
