



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

EXOTICS

Wholesale 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".

3216 Kellway Dr, Carrollton, TX 75006

Address of the Seller(s)

Earth Motor Cars

Seller Name

+1 (214) 406-3336

alex@earthmotorcars.com

Home/Main Phone Number

Mobile Phone Number

Email Address

Description of the Vehicle (the "Vehicle"):

Sedan	2014	FORD	Mustang
Body Type	Year	Make	Model
1ZVBP8AM4E5212606			20,000
Vehicle Identification Number			Mileage

Financial Information:

Sale Price: \$3,000,000

Sale Price (\$)

Note: Only sale price is shown for wholesale purchase agreements. Other financial details are handled separately.

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.

Additional Terms for Wholesale Purchase Agreements:

- 1. Dealer-to-Dealer Transaction:** This is a wholesale transaction between licensed dealers. All terms and conditions are subject to dealer agreements and industry standards.
- 2. Payment Processing:** Payment will be processed according to the agreed payment terms between the parties.
- 3. Title Transfer:** Title transfer will be handled according to standard wholesale procedures and applicable state regulations.
- 4. Vehicle Condition:** Vehicle is sold AS-IS, WHERE-IS with no warranties expressed or implied unless specifically noted in writing.
- 5. Dispute Resolution:** Any disputes shall be resolved through arbitration in St. Louis County, Missouri, in accordance with the laws of the State of Missouri.

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
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Dealer Authorized Representative	Date
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