

# BUYER'S ORDER

BUYER: **Sobex Enterprises**  
 CO-BUYER:  
 ADDRESS: **92 Dovetail Drive**  
 CITY, ST, ZIP: **Richmond Hill, ON**  
 PHONE: **(716)406-8871**

CA L4E5A7

DATE: **08/15/2012** STOCK NO.: **3286**  
 SELLER/CREDITOR: **Texas Import Sales**  
 ADDRESS: **14807 Venture Dr.**  
 CITY, ST, ZIP: **Farmers Branch TX 75234**  
 PHONE: **(972)888-9998** **(972)888-9959**

<b>VEHICLE BEING SOLD:</b> I/We hereby purchase from you, under the terms and conditions specified, the following:					
Stock No.:	Year:	Make:	Model:	Color:	
<b>3286</b>	<b>2008</b>	<b>Lexus</b>	<b>LX 570</b>	<b>Sport Utility</b>	<b>Mercury Metallic</b>
V.I.N.:	Mileage:	License (St. & No.):		<b>VEHICLE PRICE</b>	
<b>JTJHY00W284000759</b>	<b>48310</b>			<b>\$ 52,500.00</b>	

## Options, Accessories, and Services

4WD/AWD,ABS Brakes,Air Conditioning,Alloy Wheels,AM/FM Radio,Automatic Headlights,Automatic Load-Leveling,Cargo Area Tiedowns,CD Changer,CD Player,Cruise Control,Daytime Running Lights,Deep Tinted Glass,Driver Airbag,Driver Multi-Adjustable Power Seat,Electrochromic Exterior Rearview Mirror,Electrochromic Interior Rearview Mirror,Electronic Brake Assistance,Electronic Parking Aid,First Aid Kit,Fog Lights,Front Air Dam,Front Heated Seat,Front Power Lumbar Support,Front Power Memory Seat,Front Side Airbag,Full Size Spare Tire,Genuine Wood Trim,Heated Exterior Mirror,Interval Wipers,Keyless Entry,Leather Seat,Leather Steering Wheel,Limited Slip Differential,Load Bearing Exterior Rack,Locking Differential,Manual Sunroof,Navigation Aid,Passenger Airbag,Passenger Multi-Adjustable Power Seat,Power Adjustable Exterior Mirror,Power Door Locks,Power Sunroof,Power Trunk Lid,Power Windows,Rain Sensing Wipers,Rear Spoiler,Rear Window Defogger,Rear Wiper,Running Boards,Second Row Folding Seat,Second Row Side Airbag,Second Row Sound Controls,Separate Driver/Front Passenger Climate Controls,Side Head Curtain Airbag,Splash Guards,Steering Wheel Mounted Controls,Tachometer,Telescopic Steering Column,Tilt Steering,Tilt Steering Column,Tire Pressure Monitor,Tow Hitch Receiver,Traction

Show Lien To:	Phone:	<b>TOTAL CASH PRICE</b>	<b>\$ 52,500.00</b>	
Address:		Gross Trade-in Allowance	<b>\$ 0.00</b>	
		Net Trade-in Payoff	<b>\$ 0.00</b>	
Quoted By:	Dated:	Lien Amount:	<b>Unpaid Balance of Cash Price</b>	<b>\$ 52,500.00</b>
		\$		
<b>TRADE-IN INFORMATION</b>		Stock No.:	Dealer's Inventory Tax	<b>\$ 0.00</b>
Year:	Make:	Model:	State Sales Tax	<b>\$ 0.00</b>
V.I.N.:	Mileage:	License (St. & No.):	License and Registration Fees	<b>\$ 0.00</b>
Payoff To:	Phone:		Certificate of Title Fee	<b>\$ 0.00</b>
Address:			<b>** Documentary Fee</b>	<b>\$ 0.00</b>
				<b>0.00</b>
Good Until:	Quoted By:			<b>0.00</b>
				<b>0.00</b>
Purchaser represents and warrants with regard to any trade in:			<b>SUB-TOTAL</b>	<b>\$ 52,500.00</b>
____ 1. The true and actual mileage is as stated above. The odometer is working at this time and has not been repaired or replaced.			<b>Cash Tendered</b>	<b>\$ 0.00</b>
____ 2. The vehicle has not been rendered a total loss or unrepairable by an insurance company and has not been issued a salvage, rebuilt/or reconditioned title, and has not been exposed to flood damage.				<b>0.00</b>
			<b>TOTAL DUE</b>	<b>\$ 52,500.00</b>

**\*\* Documentary Fee:** A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.  
 Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.

☐ CASH SALE ☐ FINANCED

**SELLER'S DISCLAIMER OF WARRANTIES:** Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the motor vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the motor vehicle that the motor vehicle manufacturer may provide. In disclosing the mileage and/or odometer reading of this vehicle to the buyer, the seller has relied in good faith on written information as to the mileage and/or odometer reading of the vehicle supplied by the prior owner of the vehicle and/or a statement of mileage that appears on the title certificate of the vehicle which was issued by the state in which the vehicle was last registered.

**I/WE HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THIS BUYER'S ORDER.**

Seller: **Texas Import Sales** Buyer: \_\_\_\_\_ Date: **08/15/2012**  
 Sobex Enterprises

Officer: \_\_\_\_\_ Co-Buyer: \_\_\_\_\_ Date: **08/15/2012**

**THIS CONTRACT ORDER IS NOT BINDING ON DEALER UNTIL APPROVED BY AN OFFICER OF THE DEALER, AT THE DEALER'S OFFICE.**



# TEXAS IMPORT SALES

## Terms and Conditions

1. If, for any reason, full payment for the Vehicle is not received by Dealer within seven (7) business days of said Vehicle being made ready for pickup or delivery, Dealer has right to dispose of Vehicle without liability to Dealer whatsoever. The foregoing does not release Buyer from any liability Buyer may have to Dealer for failure to pay the full amount of the purchase price.
2. A Documentation fee is not an official fee. A Documentation fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of the sale. Buyers may avoid payment of the fee to the Dealer by handling the documents and performing the services relating to the closing of the sale. A documentation fee may not exceed \$150. This notice is required by law.
3. It is expressly understood and agreed by and between Purchaser and Dealer that any New Vehicle Warranty or Extended Service Contract covering the Vehicle is made exclusively by Manufacturer or Warranty Company and not by Dealer.
4. The Vehicle is being sold AS IS WHERE IS, with no guarantees or warranties written or implied unless specifically set forth by Dealer in writing. As required by Federal Law, an AS-IS Buyer's Guide will be included along with the sales documents and accepted by Purchaser. If such document was not included in the sales documents, please alert Dealer before signing these Terms and Conditions. Otherwise, your signature below will acknowledge the receipt of same.
5. If the Vehicle is shipped, the Vehicle shipping will be completed by a third party shipping and logistical company. Dealer will not be responsible for any consequential damages, special damages, or any further loss by contracted shipping company. All claims are to be filed with said shipping company.
6. As used in this Order, the terms (a) "Dealer" shall mean Texas Import Sales, (b) "Purchaser" shall mean the party purchasing the Vehicle from Dealer, (c) "Manufacturer" shall mean the manufacturer of the Vehicle; and (d) the "Vehicle" shall mean that certain 2008 Lexus LX 570 [VIN: JTJHY00W284000759]. Purchaser acknowledges that Dealer is in no respect the agent of Manufacturer and that Dealer and Purchaser are the sole parties to these Terms and Conditions.
7. If the used motor vehicle which has been traded-in as a part of the consideration for the Vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of the Vehicle ordered hereunder, the used motor vehicle shall be re-appraised at the time and such re-appraised value shall determine the allowance made for such used motor vehicle. If such re-appraised value is lower than the original allowance shown on the Retail Buyer's Order, Purchaser may, if dissatisfied therewith, cancel this Order without penalty, provided however, that such right to cancel is exercised prior to the delivery of the Vehicle purchased hereunder to Purchaser and surrender of the used motor vehicle to Dealer. Purchaser agrees to deliver to Dealer title to any used motor vehicle traded-in as a part of the consideration for the Vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
8. Dealer shall not be liable to Purchaser for any failure to deliver or for any delay in delivering to the Vehicle covered by agreement in the event such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Dealer.
9. Purchaser assumes and agrees to pay, unless prohibited by law, any sales tax, use or occupational taxes or state fees applicable to Buyer's state of residence. Seller guarantees free and clear title on Vehicle unless otherwise stated in writing. Title work and processing may take up to 21 business days.
10. Purchaser, before or at the time of delivery of the Vehicle covered by this order, shall execute such other and further agreements or documents as may be required by the terms and conditions of payment indicated on the Retail Buyer's Order.
11. By signing these terms and conditions, Purchaser acknowledges that:

- a. I have as much opportunity to review the Buyer's Order and any and all written agreements by and between Dealer and Purchaser as I require. If I require more time to review such written agreements, I will do so before signing these Terms and Conditions.
- b. I have taken the time to independently investigate the Vehicle and the price of the Vehicle, accessories, and services the Dealer is offering to sell me. If I require more time to investigate the Vehicle or the price of the Vehicle, accessories or services Dealer is offering to sell me, I will do so before signing these Terms and Conditions.
- c. Dealer has recommended to me that I have a third-party certified inspection facility of my choosing perform, at my own expense, a mechanical or visual inspection of the Vehicle. I was given an opportunity to have such an inspection performed and have either (check appropriate box):

\* Please  
check one  
box.

- ☐ had such inspection performed and am satisfied with the results; or  
☐ waive the right to have such inspection performed.

d. I have reviewed the charges and calculations contained in the Buyer's Order and all other documents signed by me pursuant to the purchase of the Vehicle. I agree that each charge and calculation contained in these documents are correct and acceptable to me. If I disagree with any charge or calculation, I will do so before signing these Terms and Conditions, and will make sure that any such documents are corrected to my satisfaction before signing these Terms and Conditions.

e. I acknowledge that I am not required to finance the purchase of the Vehicle through any of the lenders or finance programs Dealer offers to me. I have been given the opportunity to pay cash for the Vehicle or to independently seek third-party financing for the purchase of the Vehicle. If I desire to do so, I will do so before signing these Terms and Conditions.

f. If I choose to finance the purchase of the vehicle through any of the lenders or finance programs Dealer offers to me, I acknowledge that Dealer made no representation to me regarding whether or not such lender, rate, or finance program was the "best" loan, rate, or program available to me. Further, I understand that Dealer may receive incentives or other compensation from the lender as a part of such financing.

g. I acknowledge that I am aware that several of the charges and credits contained in the Buyer's Order and other documents executed pursuant to my purchase of the Vehicle, including but not limited to the amount offered by Dealer to purchase my trade-in, the cost of insurance products, the amount of Dealer's Inventory Tax, the cost of any service contract, are subject to negotiation. If I desire to further negotiate the amounts of these charges and credits, I will do so before signing these Terms and Conditions, and will make sure such documents are corrected to reflect the product of such further negotiation before signing these Terms and Conditions.

12. All obligations regarding Purchaser's purchase of the Vehicle from Dealer shall be performable in Farmer's Branch, Dallas County, Texas. Purchaser and Dealer agree that the proper venue for any suit regarding Purchaser's purchase of the Vehicle from Dealer shall be in courts of Dallas County, Texas.

The Warranties contained or incorporated herein, if any, are in lieu of all other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Purchaser(s) acknowledges and agrees to the foregoing Terms and Conditions.

X \_\_\_\_\_

X \_\_\_\_\_

Purchaser: Sobex Enterprises

Co-Purchaser: \_\_\_\_\_

Date: 08/15/2012

Date: 08/15/2012



VTR-40 (Rev. 6/2005)  
DHT # 142235

# ODOMETER DISCLOSURE STATEMENT

Federal and State Law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. This form **may not be used** in conjunction with title transfer documents, which comply with federal and state odometer disclosure requirements such as Texas Certificate of Titles issued on or after April 29, 1990.

## VEHICLE DESCRIPTION

Year <b>2008</b>	Make <b>Lexus</b>	Body Style <b>SPORT UTILITY 4-DR</b>	Model <b>LX 570</b>
Vehicle Identification Number <b>JTJHY00W284000759</b>		<b>3286</b>	

I, **Texas Import Sales**, \_\_\_\_\_, certify to the best of my knowledge that the odometer reading is  
(Seller/Agent Name)  
the actual mileage of the vehicle described above unless one of the following statements is checked:

Odometer Reading <b>48310</b> (No Tenths)
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- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage.  
**WARNING – ODOMETER DISCREPANCY.**

**08/15/2012**

Date of Statement	Signature of Seller/Agent	Printed Name (Same as Signature)
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**Texas Import Sales**

If titled in a firm's name, print the firm's name on the line above.

<b>14807 Venture Dr.</b>	<b>Farmers Branch</b>	<b>TX</b>	<b>75234</b>
Street Address	City	State	Zip Code

## ACKNOWLEDGMENT OF ODOMETER DISCLOSURE BY BUYER/AGENT

I am aware of the above odometer certification made by the seller/agent.			
<b>08/15/2012</b>	<b>Sobex Enterprises</b>		
Date of Statement	Signature of Buyer/Agent	Printed Name (Same as Signature)	
If purchased by a firm, print the firm's name on the line above.			
<b>92 Dovetail Drive</b>	<b>Richmond Hill, ON</b>	<b>CA</b>	<b>L4E5A7</b>
Street Address	City	State	Zip Code

**WARNING: TRANSPORTATION CODE, §501.155, PROVIDES THAT FALSIFYING INFORMATION ON ANY REQUIRED STATEMENT OR APPLICATION IS A THIRD-DEGREE FELONY.**



## TEXAS MOTOR VEHICLE SALES TAX EXEMPTION CERTIFICATE —FOR VEHICLES TAKEN OUT OF STATE

Name of purchaser <b>Sobex Enterprises</b>	
Address (Street & number, P.O. Box or route number) <b>92 Dovetail Drive</b>	Phone (Area code and number) <b>(716)406-8871</b>
City, state and ZIP Code <b>Richmond Hill, ON CA 0</b>	

I, the purchaser named above, claim an exemption from payment of motor vehicle sales tax for the purchase of the motor vehicle described below:			
Vehicle identification number <b>JTJHY00W284000759</b>	Make of vehicle <b>Lexus</b>	Year model <b>2008</b>	State or country where vehicle will be used/registered <b>CA</b>
Seller <b>Texas Import Sales</b>			
Street address <b>14807 Venture Dr.</b>			
City, state and ZIP Code <b>Farmers Branch TX 75234</b>			
<p>I claim this exemption because the vehicle is to be transported outside this state, prior to any use in this state other than the transportation of the vehicle out of state, for use exclusively outside this state. I understand that, if I register the vehicle in Texas, the exemption I am claiming will be presumed invalid.</p> <p>By signing below, I hereby authorize the Comptroller to provide a copy of this certificate to the state or country in which the vehicle will be titled, registered and used. I understand that I will be liable for payment of motor vehicle sales or use taxes that may become due if I fail to comply with the provisions of the Texas Tax Code, Chapter 152, <i>Taxes on Sale, Rental, and Use of Motor Vehicles</i>.</p> <p>I understand that it is a criminal offense to give a Texas Motor Vehicle Sales Tax Exemption Certificate to the seller for a motor vehicle that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and that the offense is a felony punishable by imprisonment for not more than 10 nor fewer than 2 years, or a fine of not more than \$10,000, or both.</p>			
Purchaser <b>sign here</b>		Title	Date <b>08/15/2012</b>

NOTE: THIS CERTIFICATE DOES NOT REQUIRE A TAXPAYER NUMBER TO BE VALID.

<p>This certificate should be furnished to, and retained by, the seller. The seller must also send a copy to</p> <p><b>Texas Comptroller of Public Accounts Business Activity Research Team P.O. Box 13003 Austin, Texas 78711-3003</b></p> <p>and then forward a copy of that correspondence to the purchaser.</p>
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<p><b><i>You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address listed on this form.</i></b></p>
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## DO NOT PRINT HIS PAGE

Please note, to facilitate the ability to print multiple vehicles on this Wholesale Purchase Agreement we made the fields from line 2 through 8 as well as the TOTAL line editable enabling you to add and edit up to 8 vehicles to be printed on this form.

Because of this, the TOTAL balance will show 4 digits behind the decimal point. To correct this please just click onto the amount and manually erase the 3rd and 4th digits. Thank You.

# WHOLESALE PURCHASE AGREEMENT

Selling Dealership: **Texas Import Sales** Date of Sale: **08/15/2012**  
 Seller's Address: **14807 Venture Dr.** **Farmers Branch TX 75234**  
 Purchasing Dealership: **Sobex Enterprises** Dealer License/Vendor No.: \_\_\_\_\_  
 Purchaser's Address: **92 Dovetail Drive** **Richmond Hill, ON CA L4E5A7**  
 Telephone No.: **(716)406-8871** Fax No.: \_\_\_\_\_  
 Purchaser's Representative: \_\_\_\_\_ Seller's Representative: \_\_\_\_\_

PURCHASER REPRESENTS THAT HE OR SHE, ACTING INDIVIDUALLY OR AS AN AGENT FOR THE DEALERSHIP LISTED ABOVE, HAS AUTHORITY TO ENTER INTO THIS WHOLESALE PURCHASE AGREEMENT AND THAT THE VEHICLES ARE BEING PURCHASED FOR RESALE. PURCHASER FURTHER AGREES TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THIS SALES TRANSACTION. THE ODOMETER READING FOR EACH VEHICLE IS ACCURATE UNLESS INDICATED OTHERWISE.

STOCK #	VEHICLE DESCRIPTION (YEAR, MAKE, AND MODEL)	VEHICLE IDENTIFICATION NO.	ODOMETER READING	PRICE
3286	2008 Lexus LX 570 Mercury Metal	JTJHY00W284000759	<b>48310</b> <input type="checkbox"/> Not Accurate	<b>\$52,500.00</b>
			<input type="checkbox"/> Not Accurate	
			<input type="checkbox"/> Not Accurate	
			<input type="checkbox"/> Not Accurate	
			<input type="checkbox"/> Not Accurate	
			<input type="checkbox"/> Not Accurate	
			<input type="checkbox"/> Not Accurate	
			<input type="checkbox"/> Not Accurate	
EACH VEHICLE LISTED ON THIS WHOLESALE PURCHASE AGREEMENT IS BEING SOLD BY SELLER AS-IS. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY VEHICLE LISTED ON THIS WHOLESALE PURCHASE AGREEMENT.  SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE FAILURE TO DELIVER A VEHICLE OR OTHER DELAYS RESULTING FROM ANY CAUSE BEYOND SELLER'S CONTROL, NOR SHALL PURCHASER BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE LISTED VEHICLES, INCLUDING DAMAGES FOR LOSS OF USE, TIME, PROFITS OR INCOME.			<b>TOTAL PRICE</b>	
			<b>AMOUNT PAID</b> Receipt# _____	
			<b>BALANCE DUE</b> Due By: _____	
Additional Comments: _____				

This Wholesale Purchase Agreement comprises the entire agreement affecting the sale of the above-listed vehicles and no other agreements have been made or will be recognized. By signing below, Purchaser acknowledges having read the terms and conditions of this Agreement, agrees to them and acknowledges receiving of a copy hereof. THIS AGREEMENT IS NOT BINDING UPON SELLER UNTIL SIGNED BY ITS AUTHORIZED REPRESENTATIVE.

Accepted By Purchaser: \_\_\_\_\_ Accepted By Seller: \_\_\_\_\_