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WHOLESALE VEHICLE PURCHASE AGREEMENT AS IS SALE - SOLD WITHOUT WARRANTY

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, CarMax ("Seller") agrees to sell and Purchaser agrees to buy the vehicle identified below (the "Vehicle") pursuant to the terms and conditions in this Wholesale Vehicle Purchase Agreement (the "Purchase Agreement"), dated 12/07/2005.

Year 998 Make KAMU Model 40

VIN BAGF8326MDL55228 Stock Number 2667886

EXCEPT FOR THOSE WARRANTIES OUTLINED IN THE CARMAX GENERAL AUCTION POLICIES, WHICH IS INCORPORATED HEREIN BY REFERENCE, CARMAX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED. **THIS DISCLAIMER OF WARRANTIES INCLUDES, BUT IS NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.** PURCHASER UNDERSTANDS THAT NO PERSON IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTIES NOR ASSUME ANY LIABILITY WITH REGARD TO THE VEHICLE OR THE SALE OF THE VEHICLE.

VEHICLE MILEAGE AND CONDITION STATEMENT

Federal and State law require a statement of the Vehicle's mileage upon transfer of ownership. Providing a false statement or failure to complete such a statement may result in fines and/or imprisonment.

I, CARMAX - TEXAS STADIUM, (transferor's name) state that the odometer of the Vehicle now reads 92,873 (mileage, no tenths) miles and that to the best of my knowledge it reflects the actual mileage of the Vehicle, unless otherwise noted below.

COMMENTS:

DEALER # [#41]	ENTRY NO.	<u>12</u>
COMPANY <u>MILLENNIUM INVESTMENTS GROUP</u>	SELLING PRICE	\$ <u>11,300.00</u>
ADDRESS <u>1100 GRIFFIN ST WEST</u>	BUYER'S FEE	\$ <u>155.00</u>
CITY <u>DALLAS</u>	ADMINISTRATIVE FEE	\$ <u>35.00</u>
STATE / ZIP <u>TX 75215</u>	TOTAL	\$ <u>11,490.00</u>

Purchaser hereby acknowledges that Purchaser has read, understands and accepts the terms and conditions of this Purchase Agreement, including the terms and conditions on the reverse of this document.

X [Signature] 2-7-05
Purchaser's Signature Date

X [Signature] 2-7-05
Seller's Signature Date

ROBERTSON RICK
Purchaser's Name (Print)

CarMax - TEXAS STADIUM
Seller's Name (Print)

PT: CSH, CHK, DRF

GOVERNMENT EXHIBIT
399
3:07-CR-0289-M

Additional Terms and Conditions

PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST AND/OR MAY OCCUR IN OR TO THE VEHICLE, UNLESS THE SELLER PROMISES TO CORRECT SUCH DEFECTS IN WRITING. To the extent permitted by applicable law, Seller shall not be liable for any damages relating to loss of use of the products, loss of time, inconvenience or commercial loss, or any other incidental or consequential damages. Any and all warranties are extended only to the original purchaser(s).

Security Agreement: Purchaser grants Seller a security interest in the Vehicle, all accessories and accessions attached thereto and any and all proceeds derived therefrom, as security for payment of the Vehicle's purchase price as well as all other amounts otherwise due Seller by Purchaser. Only upon receipt of payment in full of the Vehicle purchase price in collected funds shall Seller's security interest in the Vehicle terminate.

Default: If any of the following occurs, Purchaser shall be in default of this Purchase Agreement: failure by Purchaser to make payment on the Vehicle or any other vehicle acquired by Purchaser from Seller; the return of any instrument given by Purchaser to Seller in payment for the Vehicle, or any other vehicle acquired by Purchaser from Seller; the filing by Purchaser for protection under any state or federal insolvency or bankruptcy proceeding; the filing by a third-party against Purchaser under any state or federal insolvency or bankruptcy proceeding; or a breach by Purchaser of any term, representation or warranty made to Seller, whether hereunder or under any other agreement with Seller. Purchaser's failure to comply with any and all terms in the Dealer Registration Packet constitutes an act of default under this Purchase Agreement.

Remedies Upon Default: If Purchaser defaults, Seller may, with or without notice, declare any and all amounts owed by Purchaser to Seller, whether arising hereunder or otherwise due Seller for any reason whatsoever, immediately due and payable. Seller may exercise any and all rights and remedies as both a secured party and a seller under the Uniform Commercial Code provisions as adopted by applicable state law, or which are otherwise generally available to creditors.

Representations of Solvency: Purchaser represents that at the time this Purchase Agreement is executed, Purchaser is solvent. Purchaser agrees that in the event any instrument given by Purchaser to Seller as partial or full payment for the Vehicle is not honored, such act shall evidence Purchaser's insolvency. Purchaser agrees that such misrepresentation of solvency by Purchaser permits Seller to exercise its right to retake the vehicle under applicable Uniform Commercial Code provisions.

Nonresident Purchases in Nevada: In the event this Purchase Agreement is executed in Nevada and Purchaser represents that he/she is not a resident of Nevada, then Purchaser warrants and affirms that the Vehicle is not for storage, use or consumption in Nevada and that the Vehicle will be transported on Purchaser's own carrier out of Nevada within 15 days from the date of sale. In the event Purchaser breaches this promise, Purchaser shall, at its sole expense, defend any legal proceeding brought by a third party against CarMax for such breach. Further, CarMax shall be entitled to recover from Purchaser all losses, liabilities, taxes, claims, suits, proceedings, demands, judgments, expenses and costs, including, without limitation, reasonable attorneys' fees, costs and expenses incurred in the investigation, defense or settlement of any claims which CarMax may suffer or incur for the same. Purchaser shall hold CarMax harmless against any fees and expenses arising out of any such proceeding.

Governing Law: This Purchase Agreement shall be governed by federal law and the law of the state where this Purchase Agreement was executed (signed).

Entire Agreement: Except where otherwise noted, this Purchase Agreement contains the entire agreement between Seller and Purchaser relating to the sale of the Vehicle. Any changes to this Purchase Agreement must be in writing and must be signed by both the Seller and Purchaser. Oral modifications to this Purchase Agreement are not binding.