

DECLARATION AND WAIVER

I, the undersigned, [REDACTED], make this Declaration and Waiver to Porsche Cars N.A., Inc. relating to the Carrera Cup vehicle, vehicle identification number WP0AB296 8 MS4 20554.

I hereby acknowledge that I have been informed and fully understand that this Porsche model 911 Carrera Cup was originally designed to be street legal, but capable of use for competition. Therefore, this vehicle was originally built to lightweight standards for possible competition use. As a result, certain running gear and sound deadening components differ from regular production versions.

The major items which differ are as follows:

- Hood is made of aluminum
- Body cavity wax, undercoating and sound deadening components have been eliminated
- Sport flywheel
- Steel synchronizer rings in transmission
- Suspension has different struts and spring rates
- Braking systems have different calibrations
- Manual steering
- Master electric cutoff in trunk
- Partial electric seats
- No air conditioner
- Package shelf (no rear seats)
- No sunroof
- Racing electrical charging system
- 36 ampere hour battery
- Race type engine mounts
- Manual mirrors left and right
- Adjustable stabilizer bars

As a result of some of these changes, this vehicle will exhibit different ride, cornering, braking and interior noise characteristics which are considered normal.

I fully appreciate that said vehicle may not have the fit and finish quality of a regular production 911 Carrera 2 vehicle. Furthermore, I understand that the electrical charging system is not designed for short trip driving and that such use may result in dead battery complaints. As is customary for competition cars, I also understand and accept that I am purchasing the subject 911 Carrera Cup Vehicle as is, with all faults, and that the Porsche Entities make no EXPRESS WARRANTIES other than those contained in the 911 Carrera Cup Warranty Booklet delivered with the vehicle, and specifically disclaim any IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, (except in those jurisdictions in which disclaimers are not allowed). I further recognize that automotive sports, competition and racing are inherently abusive of any

vehicle. I accordingly agree to assume full responsibility for any legal liabilities that may arise out of use of the said 911 Carrera Cup vehicle for such purposes and recognize that portions of the warranty, if not all, may be void if it is used on a track or for competition purposes. Furthermore, the Corrosion Limited Warranty which is available for all other new 911 series vehicles is NOT APPLICABLE to this vehicle.

In the event that I should, in the future, desire to sell, lease, assign or otherwise transfer this Porsche model 911 Carrera Cup vehicle, I agree that I will prior thereto fully inform all prospective purchasers, lessees, assigns or other transferees of the terms and conditions of this Declaration and Waiver and will, as a precondition of any such sale or transfer, require the said purchaser, lessee, assignee or other transferee to assume in writing all of my obligations herein, although such assumption shall not relieve me of my obligation hereunder. I understand and agree that, if for any reason, said purchaser, lessee, assignee or other transferee shall fail to assume my obligations set forth hereunder, I personally shall continue to be fully bound and obligated by this Declaration and Waiver.

I hereby acknowledge and state that, other than as set forth herein, no representation, whether written or oral, has been made to me concerning the matters contained in this Declaration and Waiver.

I understand and agree that, if any part of this Declaration and Waiver is declared invalid, the rest shall remain valid and in full force and effect.

Signature: Brian W. Hall
Date: 10/30/92

Owner's Name: Brian W. Hall
Mailing Address: 5007 W. 80th Ave
City, State, Zip: Anchorage, Alaska 99502
Business Phone No.: 786 8246
Home Phone No.: 248 2564

On ___ day of _____, 1992, before me, the undersigned, a notary public in and for the State of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument after stating that he had read and understood it.

Notary Public