


PORSCHE®

MEMORANDUM

DATE: September 2, 1992
TO: Charlie Simmons
FROM: Tom Kolesar 
SUBJECT: Carrera Cup Car Warranty And Declaration And Waiver

Enclosed herewith is the Warranty book for WP0AB2968NS420585 which is the Carrera Cup Car you were allocated. Please see that the customer receives this book. Also enclosed is a Declaration and Waiver which must be completed by you and signed by the customer. After you complete the letter by filling in the blanks, please forward it to me at:

Tom Kolesar
C/O Porsche Cars North America, Inc.
100 West Liberty Street
Reno, NV 89501

If you have any questions, I will be more than happy to answer them.

Thanks.



DECLARATION AND WAIVER

I, the undersigned, CHARLES M. NICHOLS, make this Declaration and Waiver to Porsche Cars N.A., Inc. relating to the Carrera Cup vehicle, vehicle identification number WPOAB296 ~~8~~ MS4 20585.

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: CM Nicholas
Date: 16 SEPT 92

Owner's Name: CHARLES M. NICHOLAS
Mailing Address: 1880 ANDRELL BLUFF BLVD,
City, State, Zip: JOHNS ISLAND SC 29455
Business Phone No.: 803-577-5011 EXT 7331
Home Phone No.: 803-768-0598

On 16 day of Sept, 1992, before me, the undersigned, a notary public in and for the State of S.C., 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.

Tommié Lée Markham
Notary Public

Tommié Lée Markham
My Commission Expires December 11, 2000