

PORSCHE CARRERA CUP VEHICLE ORDER FORM

[Please print]

TEAM NAME: _____

BUYER'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP : _____

TELEPHONE: _____ NUMBER OF CARS: _____

TOTAL DEPOSIT: _____

Buyer hereby agrees to purchase _____ 1992 Porsche Carrera Cup vehicle(s) at a price of approximately \$100,000 per vehicle subject to the terms of this Agreement. Buyer hereby tenders \$ _____ (\$10,000 per vehicle) as a deposit for the purchase of _____ vehicle(s) plus a "good faith" bond of \$10,000 per vehicle which is not applied toward the purchase price of the vehicle.

Porsche Motorsport North America, Inc. ("PMNA") hereby accepts Buyer's order upon the following terms and conditions.

1. Acceptance of the order shall obligate PMNA to make best efforts to purchase and import a sufficient number of 1992 Porsche Carrera Cup vehicles to fill all firm orders. PMNA reserves the right to choose the customers to purchase these vehicles and participate in the 1992 Carrera Cup. PMNA's failure to provide Buyer with the ordered vehicle(s) shall entitle Buyer only to a refund of his deposit plus accord interest at 6% per annum. PMNA shall not be liable to Buyer for any incidental or consequential damages resulting from PMNA's failure to deliver the ordered vehicle(s).
2. Buyer acknowledges that a \$20,000 per vehicle deposit (including \$10,000 "good faith" bond) must be submitted with this order form in order to reserve each vehicle. The deposit will be refunded to the Buyer should PMNA fail to timely deliver the ordered vehicle to the Buyer. The \$10,000 deposit will not be refunded if Buyer fails to take timely delivery of the vehicle(s) in accordance with this Agreement; the performance bond will be refunded. The \$10,000 "good faith" bond will be refunded in full at the end of the season provided the Buyer campaigns the vehicle in at least 80 percent of the 1992 Carrera Cup races excluding mandatory participation in the season finale. No portion of the "good faith" bond will be refunded if Buyer fails to meet this

performance condition. If the failure is caused due to an event of hardship, agreed upon in advance by PMNA and Buyer, PMNA reserves the right to refund the bond in full.

3. Buyer represents to PMNA that Buyer intends to purchase the ordered vehicle(s) for use as a race car to compete in the 1992 IMSA Porsche Carrera Cup race series and does not intend to resell the car before competing in the Series.
4. Buyer acknowledges that this document is not a purchase agreement, but only an order form. All purchasers will be required to enter a formal purchase agreement before taking final delivery of each vehicle.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to Nevada's choice of law rules, it being the intent of the parties that the internal laws and forum of the State of Nevada shall govern any and all disputes arising out of or relating to this Agreement. By execution of this Agreement, the parties hereto consent to the jurisdiction of the state and federal courts of the State of Nevada, and further consent to the service of process by mail for purpose of instituting legal proceedings.
6. The parties agree to submit all disputes between them arising out of or related to this Agreement to arbitration under the current rules of the American Arbitration Association.

Buyer's Signature

Date: _____

Return completed order form with deposit to:

Porsche Motorsport North America, Inc.
Attention: Bob Carlson
100 West Liberty Street
P.O. Box 20911
Reno, NV 89520-3911