

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

CASE NO. 8:20-cv-00325-MSS-AEP

SECURITIES & EXCHANGE COMMISSION

Plaintiff,

v.

BRIAN DAVISON;  
BARRY M. RYBICKI;  
EQUIALT LLC;  
EQUIALT FUND, LLC;  
EQUIALT FUND II, LLC;  
EQUIALT FUND III, LLC;  
EA SIP, LLC;

Defendants, and

128 E. DAVIS BLVD, LLC;  
310 78TH AVE, LLC;  
551 3D AVE S, LLC;  
604 WEST AZEELE, LLC;  
2101 W. CYPRESS, LLC;  
2112 W. KENNEDY BLVD, LLC;  
5123 E. BROADWAY AVE, LLC;  
BLUE WATERS TI, LLC;  
BNAZ, LLC;  
BR SUPPORT SERVICES, LLC;  
BUNGALOWS TI, LLC;  
CAPRI HAVEN, LLC;  
EA NY, LLC;  
EQUIALT 519 3RD AVE S., LLC;  
MCDONALD REVOCABLE LIVING TRUST;  
SILVER SANDS TI, LLC;  
TB OLDEST HOUSE EST. 1842, LLC;

Relief Defendants.

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**NOTICE OF FILING CORRECTED EXHIBIT TO LIMITED  
OBJECTION IN OPPOSITION TO RECEIVER'S MOTION TO APPROVE  
SALE OF PERSONAL PROPERTY (LUXURY VEHICLES) [Doc. 123]**

FERRARI FINANCIAL SERVICES, INC. gives notice of filing a corrected copy of Exhibit B to its Limited Objection to the Receiver's Motion to Approve Sale of Personal Property (Luxury Vehicles) [Doc. 123]. The attached exhibit reflects a full copy of the retail installment agreement for the loan number ending in 3837 as more fully set forth in the response.

Dated: July 1, 2020

**SAUL EWING ARNSTEIN & LEHR LLP**

/s/ Carmen Contreras-Martinez

Carmen Contreras-Martinez

Florida Bar No. 93475

701 Brickell Avenue, Suite 1700

Miami, Florida 33131

Telephone No.: 305-428-4500

Facsimile No.: 305-374-4744

Email: [Carmen.Contreras-Martinez@saul.com](mailto:Carmen.Contreras-Martinez@saul.com)

*Counsel for Ferrari Financial Services, Inc.*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on July 1, 2020 a true and correct copy of the foregoing was served by automatic email generated by the CM/ECF System to all parties listed to receive email notice in this case.

By: /s/ Carmen Contreras-Martinez  
Carmen Contreras-Martinez

Buyer(s) Name(s) and Address(es): BRIAN DAVISON 128 BISCAYNE AVE TAMPA FL 33606-2510	Seller Name and Address: FERRARI OF TAMPA BAY 2420 TAMPA ROAD PALM HARBOR, FL 34683
Month of Birth: OCTOBER	Month of Birth:

This is an agreement for the installment purchase by you of the motor vehicle described below. As used in this Contract, the words "you" and "your" mean the Buyer or Buyers who sign below. The words "we", "us" and "our" refer to the Seller whose name and address appear above and to anyone to whom this Contract is assigned or who succeeds to the interests of the Seller. By signing below, you agree to all of the terms of this Contract.

**PROMISE TO PAY.** You promise to pay to us the Amount Financed and a Finance Charge computed daily on the unpaid balance of the Amount Financed outstanding from time to time at the Annual Percentage Rate set forth below. You agree to make payments according to the Payment Schedule set forth below. You agree to send your payments to the address on our invoice or as otherwise directed by us.

**PURCHASE AND DELIVERY RECEIPT.** You have today purchased and received in satisfactory condition the vehicle described below. You had a choice of paying either the cash price or the Total Sale Price and chose to pay the Total Sale Price.

**VEHICLE DESCRIPTION.** The motor vehicle which you are purchasing is a:

New or Used USED	Year 2015	Make FERRARI	Model 458 SPECIALE	Color WHITE	Vehicle Identification Number ZFF75VFA3F0212818
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The vehicle will be used primarily for personal, family or household purposes. However, if the following box is checked, the vehicle will be used primarily for business or commercial purposes: ☒

**GARAGING ADDRESS** (if different from your address(es) above): N/A

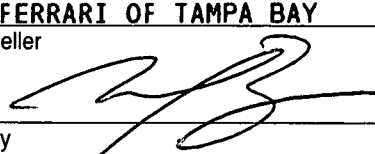


FEDERAL TRUTH-IN-LENDING DISCLOSURES				
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 3.99 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. \$ 37464.14	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. \$ 204069.77	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled. \$ 241533.91	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down payment of \$ 208811.98 \$ 450345.89
Your payment schedule for the contract term of _____ months will be.				
<b>Number of Payments</b>		<b>Amount of Payments</b>	<b>When Payments Are Due</b>	
59		1195.49	Monthly, beginning 07/28/2017	
1		171000.00	DUE ON: 06/28/2022	
<b>Late Charge.</b> If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 5% of the unpaid installment.				
<b>Prepayment.</b> If you pay off this Contract early, you will not have to pay a penalty.				
<b>Security Interest.</b> You are giving us a security interest in the property being purchased.				
<b>Filing Fees.</b> N/A (Complete only if fees are paid in cash.)				
<b>Additional Information.</b> See the other side of this Contract for more information about nonpayment, default, any required repayment in full before the scheduled date, prepayment penalties and security interest.				

<b>Required Physical Damage Insurance.</b> You agree to have physical damage insurance covering theft, loss or damage to the vehicle for the term of this Contract, including any extensions. You may obtain your required insurance from any agent and company of your choice acceptable to us.	<b>ITEMIZATION OF AMOUNT FINANCED</b>	
	<b>1. Cash Price of Vehicle</b>	\$ 397295.00
<b>LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.</b>	<b>2. Down Payment</b>	
	a. Cash Down Payment	\$ 200000.00
<b>BALLOON PAYMENT.</b> If this box is checked <input checked="" type="checkbox"/> , YOUR CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS: AN INSTALLMENT OF \$ 171000.00 ("BALLOON PAYMENT") WILL BE DUE ON 06/28/2022. (Note: Depending on when you make your monthly payments, the final amount due by you may not be equal to this Balloon Payment.) See paragraph 4 for information regarding your options when the balloon payment is due.	<b>Trade-in Information</b>	
	YEAR MAKE MODEL	
By Initialing here, you acknowledge and understand that this Contract contains a Balloon Payment. You also acknowledge that the amount of the balloon payment was mutually agreed upon by you and us based upon the conditions that existed at the time the contract was entered. At the time that the balloon becomes due, changes in market conditions could impact the value of the vehicle relative to the balloon payment.  Initials <u>B</u>	2015 FERRARI 458 ITALIA	
	b. Trade-in Allowance	\$ 172000.00
	c. Trade-in Payoff	\$ 163188.02
	d. Net Allowance (2b - 2c) (if negative, enter "0")	\$ 8811.98
	e. TOTAL DOWN PAYMENT (2a + 2d)	\$ 208811.98
	<b>3. Unpaid Balance of Cash Price (1 - 2e)</b>	\$ 188483.02
	<b>4. Other Charges Including Amounts Paid on Your Behalf</b>	
	a. Title Fee	\$ N/A
	b. Lien or Filing Fee	\$ N/A
	c. License Fee	\$ 250.00
	d. Registration Fee	\$ N/A
	e. Documentary Stamp Tax	\$ 714.35
	f. Sales and Other Taxes	\$ 13627.40
	g. Tire and Battery Fees	\$ N/A
* h. Paid to: FERRARI OF TAMPA For: DOC FEE	\$ 995.00	
* i. Paid to: N/A For: N/A	\$ N/A	
* j. Paid to: N/A For: N/A	\$ N/A	
	k. TOTAL OTHER CHARGES	\$ 15586.75
	<b>5. AMOUNT FINANCED (3 + 4k)</b>	\$ 204069.77

SERVICE CONTRACT			
Although you are not required to do so, you may choose to buy a Service Contract by initialing in the applicable area(s) below. A Service Contract covers the repair of certain major mechanical breakdowns of the vehicle and related expenses. You will refer to the Service Contract for details about coverage and duration.			
Service Contract Price \$	N/A	Service Contract Administrator	N/A
		Term	N/A
		Initials	

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its rights to receive a part of the Finance Charge.

**NOTICE TO THE BUYER:** Do not sign this Contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Contract you sign. Keep it to protect your legal rights.

<b>ACCEPTANCE AND ASSIGNMENT.</b> By signing below, the Seller accepts the terms and conditions of this Contract with the Buyer(s) identified above and assigns it to Ferrari Financial Services, Inc. ("FFS") 250 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 or its assigns in accordance with the provisions of the Dealer Financial Services Agreement made between the Seller and FFS as the same may be amended from time to time.	<b>YOU ACKNOWLEDGE RECEIVING A TRUE, CORRECT AND COMPLETELY FILLED IN COPY OF THIS CONTRACT FROM THE SELLER WHEN YOU SIGNED IT.</b>
FERRARI OF TAMPA BAY Seller 	Buyer Signature <u>BRIAN DAVISON</u>
By 	Buyer Signature
Title 	

<b>Other Owners:</b> An Other Owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The Other Owner knows that the creditor has a security interest in the vehicle, grants a security interest in the vehicle, and agrees to all provisions of this Contract regarding the vehicle and the Seller's rights concerning the vehicle.	
Other Owner Signs Here	Address

1. **OWNERSHIP AND RISK OF LOSS.** You agree to pay us all you owe under this Contract according to its terms even if, after the vehicle is delivered to you, it is damaged, destroyed, stolen, lost or confiscated. You will advise us within 2 business days if any of these events occur. You agree not to sell, rent, lease, mortgage, or otherwise transfer any interest in the vehicle or this Contract without prior written permission. You agree to keep the vehicle properly maintained and to repair or replace anything which is damaged or not working, with genuine manufacturer replacement parts. You agree not to remove the vehicle from the United States, move the vehicle from your address except for temporary periods (less than 90 days) in its normal and customary usage or change the vehicle's garaging address unless we agree in writing. If you permanently remove the vehicle to another state with our written consent, you must retitle and register the vehicle in the new state and pay any official fees. The vehicle must be titled and registered in the state where the vehicle is garaged. You will not use the vehicle or permit it to be used for any illegal purpose, for track use, for racing, for hire, rental, livery, law enforcement, emergency, or rescue, or by anyone other than you and your immediate family members who reside with you. You will make sure our security interest (lien) on the vehicle is shown on the title throughout the term of this Contract. You will deliver the original certificate of title to the vehicle to us and agree that we may hold it during the term of this Contract. You will do whatever we require to protect our interest in the vehicle. You authorize us to sign your name to any documents necessary to transfer title to the vehicle or carry out the provisions of this Contract.

2. **SECURITY INTEREST.** To secure the payments of the amounts due hereunder, you and the Other Owner, if any, hereby grant us a continuing security interest under the Uniform Commercial Code in the vehicle being purchased and, unless prohibited by law, any accessories, equipment and replacement parts now or later installed in the vehicle and all proceeds thereof. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension or assignment of this Contract. It also secures your other agreements in this Contract.

3. **PAYMENTS.** Until the Amount Financed is paid in full, you must pay a finance charge on the unpaid portion at the Annual Percentage Rate, disclosed on the front of this Contract. You agree to make payments as they become due under this Contract. Each payment shall be credited first to the Finance Charge due and the remainder, if any, to the Amount Financed due. If payments are consistently received earlier than the day of the month when due, the Finance Charge over the term of this Contract will be less, which may result in a smaller final payment. If payments are consistently received later than the day of the month when due, the Finance Charge over the term of this Contract will be greater which may result in a larger final payment. You may prepay this Contract in full or in part at any time without penalty.

4. **OPTIONS UPON DUE DATE OF BALLOON.** This paragraph applies if the BALLOON PAYMENT box on the front of this Contract is checked. In lieu of paying the full Balloon Payment in cash upon its due date as set forth in the payment schedule, you may have the option of refinancing the vehicle.

If you are not in default, and you meet our credit requirements, you may refinance the Balloon Payment at an annual percentage rate and monthly term then available. If you select this option, we will calculate a new payment amount based on the applicable rate and term and you must sign a new agreement agreeing to pay that monthly amount until the amount owed under the contract is paid in full.

5. **REQUIRED PHYSICAL DAMAGE INSURANCE.** You agree to have physical damage insurance covering theft, loss or damage to the vehicle for the term of this Contract, including any extensions, in amounts and types satisfactory to us. The insurance company you select must be reasonably acceptable to us and the policy (which shall not be cancellable on less than 30 days notice to us) must name us as loss payee. You will deliver such policy or a certificate of insurance to us. If you fail to file an insurance claim within 60 days after a casualty to the vehicle, we may file a claim and settle it with the insurance company on whatever terms we decide, and you irrevocably appoint us as your agent for this purpose. You authorize the insurance company to pay any loss to us. You agree that as your agent we may sign any proof of loss and endorse any check, draft or other form of payment issued by the insurance company or its agent as a loss payment. If the vehicle is lost, stolen, or damaged, you agree that we can use any insurance settlement either to (1) repair or replace the vehicle, or (2) reduce your debt.

At any time during the term of the Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge, at your option, in full within 10 days from the date we mail or tender to you a notice that we have paid for such insurance, or in equal installments along with the payments shown on the payment schedule.

6. **SERVICE CONTRACT CHARGES RETURNED TO US.** This Contract may contain charges for a service contract. If the vehicle is repossessed or the contract is cancelled, you agree that we may claim benefits under this contract and/or terminate it to obtain a refund for unearned charges and you irrevocably appoint us as your agent for this purpose. If any charge is returned to us, it may be credited to your account or used to buy a similar contract. Any refund on an optional contract obtained by us will be credited to your account.

7. **PAYMENT OF FEES AND TAXES.** You agree to pay all taxes, fees, assessments, obligations, charges and costs when they are due and payable. If you fail to pay the taxes, fees, assessments, obligations, charges and costs when due, we may, but will not be obligated to pay them for you. If we do so, you agree to repay us on demand, together with interest at the Annual Percentage Rate disclosed on the front of this Contract if permitted by law or, if not, at the highest lawful rate.

8. **LATE CHARGE/RETURNED INSTRUMENT CHARGE.** You will have to pay a late charge on each payment received by us more than 10 days after its due date. The Late Charge is shown on the front of this Contract. You must also pay any cost paid by us to collect any late payment pursuant to paragraph 13. We may also take the steps set forth below if there is any late payment.

For each check, draft or other similar instrument presented to us that is dishonored or returned to us unpaid by a depository institution, you agree to pay us a returned instrument charge of 5%.

of the face amount of the instrument or such amount as provided by applicable law.

9. **DEFAULT.** Default shall exist if: (a) you fail to make any payment according to the payment schedule or fail to pay any other amounts owed hereunder; (b) you breach any of the terms or conditions of this Contract; (c) you do not keep the required insurance in force; (d) any credit application information is false or misleading; (e) you file for bankruptcy, receivership or insolvency or someone files for same against you; (f) you die; (g) the vehicle is attached, levied upon or seized pursuant to law; or (h) you are a company and your stock is sold to someone who is not a Buyer of this Contract, or you liquidate substantially all of your assets, cease to exist as a going concern, or dissolve or merge into another company. If you default, we may: (1) demand full payment of all that you owe under this Contract; (2) take any reasonable measures designed to correct the default or save ourselves from loss and you will pay on demand the costs and expenses we incur together with interest at the Annual Percentage Rate shown on the front of this Contract if permitted by law or, if not, at the highest lawful rate; (3) take possession of the vehicle as provided in paragraph 10; and/or (4) pursue any other remedy permitted by law. All remedies are cumulative and can be asserted in any order.

10. **REPOSSESSION.** If you default, we can take the vehicle from you with or without demand, court order or other judicial process. To take the vehicle you agree we can enter your property (or the property where it is stored) as your invitee so long as it is done peacefully and lawfully. All accessories, equipment and parts will remain with the vehicle.

In performing the repossession and in holding and disposing of the vehicle following repossession, we will have all the rights of a secured party under the Uniform Commercial Code or any other applicable law; in addition to any other rights and remedies which we are given under this Contract. Use of one remedy will not stop us from using any other remedy which we may have. Instead of repossessing the vehicle ourselves, we may require you to return the vehicle to us at a place we designate which is reasonably convenient to you and us. You must notify us within 48 hours of the time the vehicle is retaken by us if you claim that any of your property was in the vehicle when it was retaken. After we receive your notice, we will determine whether your property is in the vehicle and will notify you whether the property is found. We will not be responsible for any alleged loss of the property. If your property is found in the vehicle but you do not claim it and pay storage fees within 30 days, we may sell it or dispose of it in any other reasonable manner and apply any proceeds to your debt.

11. **GETTING THE VEHICLE BACK.** If we repossess the vehicle, you may have the right to get it back (redeem). After repossession, we will send you a written notice telling you the amount you must pay, or other actions you must take to redeem the vehicle. In determining what you must pay to redeem the vehicle, we will have all the rights and remedies provided by law. Your right to redeem will end when the vehicle is sold.

12. **SALE OF THE REPOSSESSED VEHICLE.** If you fail to redeem the vehicle, we may sell it at a public or private sale and may sell it to a dealer to the extent allowed by applicable law. We will give you at least 10 days notice of the sale. We will apply the net proceeds of the sale to the unpaid balance of your obligation. The net proceeds will be determined by subtracting from the price for which the vehicle is sold any charges for taking and storing the vehicle, costs of sale (such as cleaning or repairing it), auction fees, sales commissions and other expenses. If you owe less than the proceeds of sale, we will pay you the difference, unless required to pay it to someone else. If you owe more than the net proceeds of sale, you will pay us the difference.

13. **COLLECTION COSTS.** If we hire an attorney who is not one of our salaried employees to enforce our rights or to collect what you owe, you will pay the attorneys' reasonable fees and any court costs.

14. **DELAY IN ENFORCING RIGHTS.** We can delay or refrain from enforcing any of our rights or remedies under this Contract without losing them. For example, we can extend the time for making some payments without extending others or can accept late or partial payments without waiving our right to have future payments made when due.

15. **DEFERRAL CHARGES.** If you are not in default, you may defer the scheduled due date of all or any part of any payment. If you defer any such payment, you agree to: (i) pay a \$15 deferral fee, (ii) extend the insurance coverage required by this Contract to cover the period of payment deferral and pay for all costs related to such insurance extension, and (iii) pay any additional Finance Charges as a result of your deferral. If you approve, the Creditor may also extend any optional insurance coverage which you purchased in connection with this Contract. You agree to pay for all costs related to such optional insurance extension.

16. **OTHER IMPORTANT TERMS.** This Contract has been executed and delivered in Florida and its validity, construction and enforceability shall be governed by the laws of Florida unless federal law shall otherwise apply. If any provision of this Contract is held to be invalid or unenforceable, it will be considered to be modified to comply with the law or if it cannot lawfully be modified, deleted from this Contract and the other provisions shall remain valid.

Headings used in this Contract are for convenience only and do not limit or affect its terms. Unless otherwise expressly stated, completing a blank with a "0" does not mean the item is free. You understand and agree that the relationship between the Seller and FFS is one of independent contractors.

17. **ASSIGNMENT.** You understand and agree that this Contract may be assigned by us and we shall be permitted to make further assignments hereof. You may not assign the Contract without our prior written approval.

18. **ENTIRE AGREEMENT/WRITTEN CHANGES ONLY.** This Contract contains the entire agreement between both you and us and is binding upon the parties, their heirs, executors, personal representatives, and/or successors and assigns. No party hereto has relied on any representations except those expressly set forth herein. Any changes in terms of this Contract must be in writing and signed by us. No oral changes are binding.

19. **JOINT LIABILITY.** If more than one Buyer signs this Contract, all Buyers are jointly and severally liable. We may enforce our rights as to one Buyer without affecting our rights as to the other. We can also release a Buyer without releasing any other signer.

20. **NOTICES.** Unless the law provides a different notice period, type or manner, any notice which we give to you will be adequate if we send it by regular mail to your current address shown on the front of this Contract or such other address as you later provide us in writing at least 5 days (10 days for notice of sale) before we act on it. Any notice you send to us must be sent to Customer Service at Ferrari Financial Services, Inc. ("FFS"), 250 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

#### BINDING ARBITRATION.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH BINDING ARBITRATION INSTEAD OF JUDICIAL PROCEEDINGS IN A COURT OF COMPETENT JURISDICTION AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT.

Any disputes or claims, including those against any of our subsidiary, parent or affiliate companies and our successors and assigns, arising out of or relating to or from the relationships that likely result from this Motor Vehicle Retail Installment Sale Contract, including issues of interpretation, scope, validity, construction of this arbitration provision and arbitrability of any dispute or claim (whether based in contract, tort, statute, fraud, equitable relief, misrepresentation or any other legal theory including state and federal statutory claims) at the option of either you or us will be resolved exclusively by neutral binding arbitration. **IN ARBITRATION, YOU AND WE GIVE UP THE RIGHT TO A TRIAL BY A COURT OR A JURY.** The information that can be obtained in discovery from each other or from third persons in arbitration is generally more limited than in a lawsuit. Other rights that you and/or we would have in court may not be available in arbitration.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Binding arbitration shall be conducted and administered by the American Arbitration Association ("AAA") and shall proceed under the applicable rules of the AAA, which can be obtained at <http://www.adr.org>. The arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable AAA rules. The arbitrator shall apply the governing law of the jurisdiction where you reside consistent with the FAA and shall honor any claims of privilege recognized at law. Unless the AAA's rules require otherwise, the arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which you reside. The arbitrator shall not have the power to award punitive or treble damages against you or us.

#### YOU AND WE AGREE THAT ALL FORMS OF CLASS ACTION OR CLASS ARBITRATION ARE EXPRESSLY PROHIBITED.

For claims of less than \$1,000, you will be obligated to pay \$50 in arbitration fees and we will pay all other arbitration costs and fees. For claims over \$1,000 but under \$50,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a state court action filed in the jurisdiction where you reside. For arbitrations in excess of \$50,000, all administrative fees and expenses of arbitration will be divided equally between you and us and we will front the arbitration fees if you are unable to pay your share due to your financial condition. The fees will be equitably divided by the arbitrator in his or her final decision. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration unless otherwise mandated by state or federal law. Nothing in this arbitration clause shall prevent you from requesting that AAA reduce or waive any of your fees or that we voluntarily pay an additional share of the fees based upon your financial condition or nature of your claim.

Notwithstanding this clause, both you and we and our successors and assignees retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.

Any arbitration with respect to any disputes or claims must be brought within two years after the cause of action arises, or within the applicable statute of limitations, whichever is shorter. This limitations period does not apply to any given cause of action when the statutory limitations period for that cause of action cannot be waived, restricted, or otherwise limited by you. If any part of this arbitration clause is deemed to be invalid or otherwise unenforceable or illegal, the balance of this arbitration clause shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

**WARRANTIES SELLER DISCLAIMS.** You understand that the Seller is selling the vehicle "AS IS" and is not offering any warranties by the Seller, and that there are no implied warranties of merchantability, of fitness for a particular purpose, or any other warranties, express or implied by Seller, covering the vehicle unless the Seller extends to you its own written warranty or service contract within 90 days from the date of this Contract.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided to you by the manufacturer of the vehicle.

**THE FOLLOWING NOTICE APPLIES ONLY TO USED CAR SALES.** The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the Contract of Sale.

**EL SIGUIENTE AVISO SE APLICA ÚNICAMENTE A LAS VENTAS DE AUTOMÓVILES USADOS.** La información que aparece en el formulario de la ventana para este vehículo es parte de este Contrato. Información sobre la forma de ventanilla anula cualquier disposición en contrario en el contrato de venta.

**NOTICE:** ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID OR OWED BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the goods or services being purchased were obtained primarily for personal, family or household use. If this Contract is primarily for business use, Buyer will not assert against any subsequent holder or Assignee of this Contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this Contract.

Florida documentary stamp tax required by law in the amount of \$\_\_\_\_\_ has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. \_\_\_\_\_.