

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FISKER, INC., <i>et al.</i> ,	Case No. 24-11390 (TMH)
Debtors.	(Jointly Administered) Hearing Date: January 29, 2026 at 10:00 a.m. (ET) Objection Deadline: December 22, 2025 at 4:00 p.m. (ET)

**RESPONSE OF HESHAM M. SHARAWY TO LIQUIDATING TRUSTEE'S FIFTEENTH  
OMNIBUS OBJECTION (NON-SUBSTANTIVE) PURSUANT TO 11 U.S.C. § 502, FED.  
R. BANKR. P. 3007 AND LOCAL RULE 3007-1 TO CERTAIN NO LIABILITY CLAIMS**

Hesham Sharawy (the "Claimant"), by and for himself, hereby submits this Response to the Liquidating Trustee's Fifteenth Omnibus Objection (Non-Substantive) to Certain No Liability Claims (the "Objection") and respectfully states as follows:

1. Claim Identification.

Claimant is the holder of a timely filed Proof of Claim, Claim Number, 3571, in the above-captioned case in the amount of \$43,813.21, filed on September 11, 2024 (the "Claim").

2. Basis of Claim.

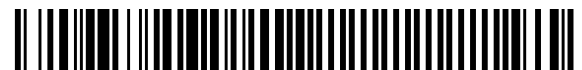
The Claim arises from damages incurred as a direct and foreseeable result of Fisker, Inc.'s bankruptcy filing and the resulting collapse of consumer support, serviceability, and market viability of Fisker vehicles. Claimant purchased and 100% financed a Fisker Ocean vehicle through Fisker Finance (a/k/a JPMorgan Chase Bank, N.A.). After Fisker publicly announced its bankruptcy filing, continued ownership and resale of the vehicle was no longer commercially reasonable due to the lack of service infrastructure, software support, parts availability, and market confidence.

3. Damages Incurred.

As a direct consequence of Fisker's bankruptcy and operational collapse, Claimant was forced to trade in the Fisker Ocean vehicle in order to purchase a substitute vehicle. At the time of the trade-in, the value of the Fisker Ocean had materially declined, resulting in a substantial deficiency between the outstanding loan payoff amount and the trade-in value received. The Claim represents this deficiency and resulting economic loss, totaling \$43,813.21.

4. Response to Objection.

The Objection asserts that the Claim should be disallowed on the grounds that (i) the Debtors' books and records allegedly reflect no liability and (ii) the Proof of Claim did not include sufficient supporting documentation. Claimant disputes these assertions. The absence of a corresponding entry in the Debtors' internal books and records does not negate liability for



damages arising from the Debtors' conduct and the foreseeable consequences of their bankruptcy filing.

5. Supporting Documentation.

In support of the Claim, Claimant submits the supporting documentation attached hereto as Exhibit A, which includes the following:

Exhibit A-1: Fisker Ocean Buyer's Order and Purchase Contract;

Exhibit A-2: Promissory Note and Financing Agreement with Fisker Finance (a/k/a JPMorgan Chase Bank, N.A.);

Exhibit A-3: Mercedes-Benz GLE 450 Buyer's Order reflecting trade-in of the Fisker Ocean, payoff amount, trade-in value, and negative equity; and

Exhibit A-4: Claimant Loss Calculation Summary.

6. Prima Facie Validity.

The documentation attached as Exhibit A constitutes sufficient evidence under Bankruptcy Rule 3001 to establish the prima facie validity and amount of the Claim. To the extent the Debtors' books and records do not reflect this liability, such records are incomplete or inaccurate as to consumer losses caused by the Debtors' bankruptcy and cessation of meaningful operational support.

7. Reservation of Rights.

Claimant reserves all rights to supplement this Response and to provide additional documentation as may be necessary.

8. Request for Relief.

Claimant respectfully requests that the Court overrule the Objection as to Claimant's Claim and allow the Claim in the amount of \$43,813.21.

Dated: December 18, 2025

Respectfully submitted,

/s/ Hesham M. Sharawy

Hesham M. Sharawy

21314 Olde Quarry Lane

Cornelius, NC 28031

Telephone: (202) 246-4122

Email: heshamdc@gmail.com

**CERTIFICATE OF SERVICE**

I hereby certify that on December 18, 2025, a true and correct copy of the foregoing **RESPONSE OF HESHAM M. SHARAWY TO LIQUIDATING TRUSTEE'S FIFTEENTH OMNIBUS OBJECTION (NON-SUBSTANTIVE) PURSUANT TO 11 U.S.C. § 502, FED. R. BANKR. P. 3007 AND LOCAL RULE 3007-1 TO CERTAIN NO LIABILITY CLAIMS**, together with Exhibit A, was filed with the was filed with the Clerk of the United States Bankruptcy Court for the District of Delaware by hand delivery via an authorized courier service.

I further certify that on the same date, a true and correct copy of the foregoing Response and Exhibit A was served by electronic mail upon counsel for the Liquidating Trustee at the addresses listed in the Notice of Objection, including:

Cole Schotz P.C.  
ASK LLP

Dated: December 18, 2025

/s/ Hesham M. Sharawy  
Hesham M. Sharawy

# **FISKER** **Purchase Order**

Seller's name: Fisker Group Inc

Address: 1888 Rosecrans Ave

City: Manhattan Beach

State: CA

Email: FiskerVehicleAdmin@fiskerinc.com  
Zip: 90266

Purchaser's Name: HESHAM M SHARAWY

Address: 21314 Olde Quarry Lane

City/State: Cornelius NC

Telephone: 4122

Email:

Zip: 28031

Co-Purchaser's Name:

Address:

City/State:

Telephone:

Email:

Zip:

## **VEHICLE BEING SOLD**

Stock No:

Year: 2023

Make: Fisker

Model: Ocean

Trim: One

VIN: VCF1ZBU26PG004850

Ref #: 00301

Odometer: 4

## **OPTIONS**

Recycled Floor Mats

Emergency Kit

Tow Package - US

Expanding Cargo Organizer

## **VEHICLE PRICE**

\$68,999.00

\$250.00

\$70.00

\$1,200.00

\$0.00

\$70,519.00

\$70,519.00

\$2,188.71

\$235.00

\$2,438.00

\$299.00

\$75,679.71

\$5,250.00

## **TRADE-IN INFORMATION (if applicable)**

Year:

Make:

Stock No:

VIN:

Model:

License Plate:

Mileage:

Lienholder:

Address:

Telephone:

Lien/Payoff amount:

Payoff amount good unit:

## **Purchaser represents and warrants with regard to any trade-in:**

As the seller, you hereby sell, transfer, and convey all rights, title, and interest in and to the vehicle to Fisker, and future assignors designated by Fisker. In consideration of the sale of the vehicle to Fisker the seller enters into an agreement for the amount displayed, which represents the full Value of the Vehicle.

initial

You hereby represent and warrant to us that you are the sole legal and record owner of the Vehicle, and that no other party has any interest in or to the Vehicle unless disclosed as Lienholder above. You agree that you are responsible for any negative equity in connection with vehicle payoff. Funds may be utilized from financing with the new Fisker to cover any negative equity. Seller represents and warrants that the odometer of the Vehicle reflects the actual mileage, unless noted below.

initial

Amount of Mileage in excess of Mechanical limits

initial

IS NOT actual mileage or there is an odometer discrepancy

initial

Total due \$70,429.71

Your signature acknowledges and agrees that the Fisker Ocean One Preorder Agreement Terms and Conditions Addendum and all documents referenced therein are incorporated into this Purchase Order and complete the terms of sale.

PURCHASER

Hesham M. Sharawy

CO PURCHASER

Date 10/23/2023

SELLER

Damon Alford

TITLE

Sr VP, Global Marketing, Sales &amp; Service

Date 10/23/2023

\*Fisker Finance<sup>SM</sup> customers: you will receive a text at this number to facilitate signing your loan documents. Message and data rates may apply.

Redacted

Fisker Finance  
PO Box 182055  
Columbus, OH 43218-2055

**FISKER  
FINANCE**

## PROMISSORY NOTE AND SECURITY AGREEMENT

(IA Residents: THIS IS A CONSUMER CREDIT TRANSACTION; RI Residents: NON-NEGOTIABLE CONSUMER NOTE; LA and WI Residents: CONSUMER PAPER)

<b>Note Date:</b>	11/03/2023
<b>Borrower Name:</b>	HESHAM M SHARAWY
<b>Borrower Name:</b>	N/A
<b>Address:</b> 21314 OLDE QUARRY LANE CORNELIUS, NC, MECKLENBURG 28031	<b>Address:</b> N/A

**Lender:** JP MORGAN CHASE BANK, NA

Each person ("you") who signs this Promissory Note and Security Agreement ("Agreement") is equally responsible to JPMorgan Chase Bank, N.A. (also referred to as "Chase", "we" and "our") for all obligations under this Agreement, including repaying the amounts below.

### DESCRIPTION OF VEHICLE SECURING THIS LOAN ("Vehicle"):

NEW 2023 FISKER OCEAN ONE AWD VCF1ZBU26PG004850

"e" means an estimate

### TRUTH-IN-LENDING DISCLOSURES:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
7.38 %	\$ 20,227.29	\$ 70,429.71	\$ 90,657.00 e

**PAYMENT SCHEDULE:** You promise to pay us 83 equal payments of \$ 1,079.25 due on the same date of each month starting on 12/18/2023 and one final payment of \$ 1,079.25 due on 11/18/2030.

**PREPAYMENT:** You will not have to pay a penalty if you pay off this loan early.

**SECURITY:** You are giving us a security interest in the Vehicle including any accessories, equipment and replacement parts installed in or on the Vehicle, as further described in this Agreement.

**LIEN FILING FEE:** \$ N/A

**LATE FEE:** If a payment is more than 10 days late, you will be charged 5% of the unpaid portion of the amount due with a minimum of \$25.00 and a maximum of \$50.00.

**OTHER TERMS:** You should read this Agreement in full for additional information, including our security interest in the Vehicle, nonpayment, default, prepayment penalties, and our right to require repayment in full before the scheduled date.

**ADDITIONAL AMOUNTS:** The amount you borrowed from us was determined from information given to us by you, or by people directed by you (such as your dealer). If the amounts are not accurate or if you fail to pay amounts necessary to perfect our first priority lien on title to the Vehicle, we may ask that you pay those additional amounts and if you don't, we may add those amounts to your loan balance and accrue interest at the APR. If that occurs, your minimum monthly payment won't change, but your final payment will be larger.

**ITEMIZATION OF AMOUNT FINANCED**

(a)	Amount Given to Vehicle Seller	\$ 65,269.00
(b)	Amount Given Directly to You	\$ N/A
(c)	Fees and Taxes Paid to Governmental Agencies	\$ 235.00
(d)	Maintenance Contract	\$ N/A
(e)	Extended Service Agreement	\$ N/A
(f)	Tire and Wheel	\$ N/A
(g)	N/A	\$ N/A
(h)	STATE TAX	\$ 2,188.71
(i)	DESTINATION FEE	\$ 2,438.00
(j)	PROCESSING FEE	\$ 299.00

**Amount Financed**

\$ 70,429.71

[ ] If this box is checked, a Florida documentary stamp tax required by law in the amount of \$ N/A has been paid, or will be paid directly to the Department of Revenue. Certificate of Registration No. 78-8013462047-4.

By initialing below, you acknowledge that you have been informed of the rate of interest and term.

Rate of interest: 7.38 % Term: 84 (mos.)

Borrower's Initials: [Redacted]

Borrower's Initials: [Redacted]

**FOR MARRIED WI RESIDENTS:** You agree that (a) no provision of any marital property agreement, unilateral statement under the Wisconsin Marital Property Law or court decree will adversely affect our interests unless, prior to the time that this Agreement is signed, we are given a copy of the Agreement, statement, or decree or we have actual knowledge of the adverse provision, and (b) the obligations under this Agreement are incurred in the interest of your marriage or family. Further, you understand and agree that we may give notice of this Agreement to your spouse.

(Borrower's signature)

(Borrower's signature)

**INFORMATION ABOUT YOUR LOAN**

**GOVERNING LAW:** This Agreement is governed by federal law and the laws of the State of Ohio. If any provision of this Agreement is found to conflict with applicable law, it will be considered to be modified to comply with that law and the remaining provisions of this Agreement shall continue.

**YOUR REPAYMENT PROMISE:** You promise to pay us in installments as shown above, the Amount Financed plus the Finance Charge determined by applying a daily rate of  $1/365^{\text{th}}$  ( $1/366^{\text{th}}$  in a leap year) of the APR to the unpaid balance each day. The loan is made when we receive a signed Agreement and related documents and disburse the proceeds of the loan. The Finance Charge will start to accrue on the later of the date we disburse the proceeds of this loan or the Note Date above.

**SIMPLE INTEREST LOAN:** This is a simple interest loan, which means we compute interest each day at the APR shown above on the unpaid balance. Making payments early means you will owe less Finance Charge over the term of the loan, while making payments later means you will owe more. Before your last payment is due, we will tell you about any additional amount you owe us (if it is \$1.00 or more). After your last payment, we will refund any amount we owe you (if \$1.00 or more).

Redacted

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The tradename Fisker Finance and the Fisker logo are owned by Fisker Group Inc. Or its affiliates and are licensed to JPMorgan Chase Bank, N.A. ("Chase"). Fisker Group Inc. is solely responsible for its products and services and for promotional statements about them, and is not affiliated with Chase or its affiliates. Auto finance accounts are owned by Chase and are subject to credit approval, terms and conditions.

CADIRECT-ECONTRACT REV 8/2022

**HOW WE APPLY PAYMENTS TO YOUR LOAN BALANCE:** For each payment made, we apply the money to interest that has accrued since your last payment and then to the unpaid balance. If you make payments that are more than your regular monthly payment, we apply the extra amount to any fees owed and then, if any amount remains, to your unpaid balance. In addition, any amounts received by us, including amounts or refunds of optional products you purchased or insurance proceeds, will be credited to your loan or returned to you.

#### **GRANT OF SECURITY INTEREST AND OBLIGATIONS REGARDING THE VEHICLE**

**SECURITY INTEREST:** You grant us a security interest in the Vehicle, any proceeds of the Vehicle, and any accessories, equipment and replacement parts installed in the Vehicle. You will not allow any subordinate or other liens to be placed on the Vehicle. The security interest also covers other products financed in this Agreement, proceeds of those products, and any insurance proceeds. The security interest secures payment of all amounts you owe under this Agreement and in any transfer, renewal, extension, refinancing, modification, or assignment of this Agreement. It also secures your other obligations in this Agreement. We may assist you in doing so, but it is your responsibility to ensure our lien is noted on the title to the Vehicle.

**AZ Residents:** You acknowledge an express intent to grant a security interest in the Vehicle and waive and abandon all personal property exemptions granted upon the Vehicle, which is the subject of this contract. **NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM THE VEHICLE EXEMPT FROM PROCESS.**

**VEHICLE CARE AND RESPONSIBILITY, RISK OF LOSS:** You bear the risk of loss of the Vehicle, which means you must repay us all amounts under this Agreement even if the Vehicle is damaged, destroyed or missing, whether or not it is insured. If you are in an accident or your car is stolen and the amount of your insurance proceeds doesn't pay your loan in full, you will still be required to pay the remaining amount owed on this loan. You will not allow anyone else to possess the Vehicle or allow it to be removed from the United States without us giving you prior written permission to do so (which we do not have to give). You will keep the Vehicle in good condition and allow us to inspect it if we ask. You will not allow anyone else to claim an interest in the vehicle through seizure, a lien, or by any other means. You promise that only licensed operators will operate the vehicle and you will keep it at the address stated above or will tell us if you move or want to keep it in a different location. If we pay fees, taxes or amounts to third parties to pay off prior loans or to allow our lien to be perfected, or any other amounts to protect our interest in the Vehicle, you will pay us those amounts when we ask or, we may add the amounts to your loan balance, which will accrue interest at the APR. If that occurs, you will continue to make your regularly scheduled payment amount but your final payment will be larger.

**VEHICLE TITLE/REGISTRATION:** You agree to: (1) promptly title and register the Vehicle in your name(s) and list us as lienholder; and (2) pay applicable taxes and fees incurred in connection with purchasing and owning the Vehicle, including sales tax.

**INSURANCE REQUIREMENTS:** You agree to insure the Vehicle, through a policy you already have or a new policy, from an insurance company that you choose who is authorized to sell the insurance, provided the company and policy is reasonably acceptable to us. We will notify you if it is not. Who you choose will not affect our credit decision, except that we may impose reasonable requirements concerning the credit worthiness of the insurer and type of coverage you chose. You must insure the Vehicle with a policy which has a maximum \$1000 deductible covering comprehensive fire, theft and collision coverage, in an amount sufficient to cover the replacement value. You will name us the loss payee of any insurance policy and if we ask, give us written evidence that you have obtained the required insurance. We have the right to receive any insurance settlement and apply it to repair the Vehicle or to your unpaid balance, at our option or if we receive any charges returned for your insurance. We may credit the amount to your unpaid balance or return it to you if the loan has been paid in full. We also have the right to make a claim under your policy or cancel the policy if you are in default under this Agreement.

#### **NM Residents:**

**FREEDOM TO CHOOSE INSURANCE COMPANY AND INSURANCE PROFESSIONAL:** You acknowledge that you have been informed by JPMorgan Chase Bank, N.A. that although you may be required by the seller or lender to purchase insurance to cover the property that is being used as security for the loan, you may purchase that insurance from the insurance company or agent of your choice, and you cannot be required by the seller or lender, as a condition of the sale or loan, to purchase or renew any policy of insurance covering the property through any particular insurance company, agent, solicitor, or broker.

**IN THE EVENT OF DEFAULT**

**DEFAULT AND REPOSSESSION:** To the extent allowed by applicable law, you are in default under this Agreement if: (1) you don't make any payment when it is due or don't pay us any other amounts you owe under this Agreement; (2) you break any of the obligations in the Agreement; (3) you die; (4) anyone tries to take the Vehicle by legal proceedings; (5) you made any materially false statements when you applied for the loan given under this Agreement; (6) you don't keep the Vehicle insured; (7) the Vehicle is stolen and not recovered, destroyed, seized or confiscated; (8) you assign this Agreement to someone else, without getting our approval in writing first; (9) you don't get title to the Vehicle and have it put in your name; (10) you materially change the Vehicle, rent it or use it to carry passengers or goods for hire or any unlawful purpose; (11) you don't get our lien noted on the title as a first priority lien, or don't cooperate in making sure that happens; or (12) the prospect of payment, performance, or realization of Vehicle is significantly impaired by your action or inaction.

*The following applies to persons other than LA Residents:* If you default, we can, upon written notice to you as may be required by law, and subject to any right you may have to cure the default: (1) take immediate possession of the Vehicle with or without legal process; (2) demand that you pay all you owe on this Agreement at once, which will be subject to interest at the APR until paid; and (3) exercise any other legal or equitable remedy available to us. You also have the right to voluntarily surrender the Vehicle, although we do not have the right to require or ask you to do so. If you voluntarily surrender the Vehicle, you will give up the right to a hearing on the issue.

*The following applies to LA Residents only:* If you default, we have the right to accelerate payment of the remaining balance, which will be subject to the APR until paid. We will also have the right to foreclose under this Agreement and to seize and sell the Vehicle under ordinary or executory process with or without appraisal, in accordance with Louisiana law, whether during term of court or on vacation, without the necessity that we demand from you or notify you or place you in default. You agree that we may appoint a keeper of the Vehicle in the event that we foreclose.

For purposes of foreclosure under Louisiana executory process procedures, **BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE TO BE INDEBTED TO US AND CONFESS JUDGMENT IN OUR FAVOR UP TO THE FULL AMOUNT OF THIS AGREEMENT (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) AND IN THE AMOUNT OF ALL OTHER FUNDS WHICH WE MAY ADVANCE ON YOUR BEHALF UNDER THIS AGREEMENT.** To the extent permitted under applicable Louisiana law, you additionally waive (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (b) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (c) the 3 days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (d) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.

As permitted by law, we may also repossess the Vehicle without legal process, which means that we take the Vehicle from you. To take the Vehicle we can enter your property or the property where the Vehicle is stored as long as it is done peacefully. You authorize us to use your license plates for the Vehicle to move it. Any accessories, equipment or replacement parts will remain with the Vehicle. If the Vehicle is moved to another location and you are or become in default, you agree that we may take possession of the Vehicle in any manner then permitted under the laws of the jurisdiction where the Vehicle is then located. **LOUISIANA LAW PERMITS REPOSSESSION OF MOTOR VEHICLES WITHOUT JUDICIAL PROCESS.**

If we repossess the Vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the Agreement (not just past due payments) plus the cost of taking and storing the Vehicle and our other expenses. Your right to redeem will end when the Vehicle is sold.

**POSSESSION OF THE VEHICLE UPON DEFAULT:** Upon possession, you authorize us to use your Vehicle license plates to move it. Any accessories, equipment or replacement parts, whether on the Vehicle as of the date of this Agreement or added after, will remain with the Vehicle. Any personal items found in the Vehicle at the time of repossession may be held at a storage facility and, as permitted by law, you may have to pay the storage facility a reasonable fee to reclaim them. If not timely retrieved, the items may be disposed of as permitted by law. **NOTICE: THE VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.**

**SALE OF THE VEHICLE AFTER DEFAULT:** If we get possession of your Vehicle after default, we will sell the Vehicle in accordance with applicable law and will notify you at least 10 days before the sale. The notice will also tell you how to get the Vehicle back (redeem it). We will sell the Vehicle if you don't redeem it by the sale date in the notice. Unless an alternative method is required by applicable law, we will use the gross proceeds from the sale of the Vehicle, minus, to the extent permitted by law, any (1) charges for possessing the Vehicle (including payment of liens, taxes, or other fees related to the Vehicle); (2) charges for storing, cleaning, advertising and selling the Vehicle; (3) reasonable attorney's fees, and court costs related to the possession; and (4) other charges permitted by law, and apply the remaining amount to the loan balance. If you owe less than that amount, we will give you the difference unless someone else has an interest in the Vehicle or is otherwise entitled to those proceeds by applicable law or if the vehicle's fair market value is used to calculate the amount. If you owe



more than the amount remaining after the sale, you will pay us the remaining amount as allowed by law. If you do not pay the difference when asked, interest may accrue daily on this amount at the APR until paid.

**ATTORNEYS' FEES:** To the extent allowed by law, if you default and we hire an attorney who is not our salaried employee to enforce this Agreement, you will pay our actual and reasonable attorneys' fees, and any court costs. These will not exceed 25% of the total amount payable under this Agreement if you reside in LA.

**RETURNED PAYMENT FEE:** If your payment is returned or dishonored for any reason, we may charge you a Returned Payment Fee of \$25.

**ELECTRONIC CONTRACTING AND SIGNATURE ACKNOWLEDGEMENT:** You agree that (i) this Agreement is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this Agreement and for this Agreement be legally valid and enforceable as if you had executed this Agreement using your written signature, and (iii) the authoritative copy of this Agreement ("Authoritative Copy") shall be the electronic copy that resides in a document management system designated by us for storing authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Converted Agreement"), then you acknowledge and agree that (i) your execution of this Agreement with your electronic signature also constitutes issuance and delivery of such Converted Agreement, (ii) your electronic signature associated with this Agreement, when affixed to the Converted Agreement, constitutes your legally valid and binding signature on the Converted Agreement and (iii) subsequent to such conversion, your obligations will be evidenced by the Converted Agreement alone.

#### IMPORTANT LEGAL NOTICES

**NO WAIVER OF RIGHTS:** If we choose to not enforce our rights, or delay enforcing any of our rights, we can still enforce those rights and are not waiving any rights. For example, if we don't charge a late fee for a late payment, we will have the right to charge a late fee on any subsequent late payment and have not waived that right.

**USE OF AUTOMATED TELEPHONE DIALING EQUIPMENT AND TEXT MESSAGES:** When you give us your mobile phone number, we have your permission to contact you at that number about this account. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls related to your auto loan with Chase, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service this account. Message and data rates may apply. You may contact us anytime to change these preferences.

**CREDIT REPORT:** By submitting your application, you gave us permission to obtain a consumer credit report from one or more consumer credit reporting agencies. You also agree that we can obtain additional credit reports and other information about you in connection with updates, renewals, extensions, account review, collections activity or for other legitimate purposes.

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

Copy

**AGREEMENT TO ARBITRATE DISPUTES:**

**The following Arbitration Agreement can significantly affect your rights in any dispute with us. Please read it carefully before signing this Agreement.**

You and we agree that upon the election of either of us, any claims or disputes relating in any way to your Agreement, financing account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. All such claims or disputes are referred to in this agreement as "Claims." However, claims relating to the scope, enforceability or validity of this agreement to arbitrate are for a court of competent jurisdiction to decide. The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the Vehicle, to recover a deficiency balance, or for individual injunctive relief. Arbitration procedures are generally simpler than court rules, and discovery can be more limited. Certain rights that you have in court may not be available in arbitration.

YOU AND WE AGREE NOT TO: 1) SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING; 2) SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE; 3) BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR 4) SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

The party filing a Claim in arbitration must select either: JAMS or the American Arbitration Association ("AAA") as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The single arbitrator will conduct the arbitration and decide the Claim in accordance with all applicable substantive law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the Claims between you and us.

A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any arbitration decision and award will be final and binding on the named parties and enforceable by any court having jurisdiction.

We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. All other fees will be allocated according to the arbitration administrator's rules and applicable law.

Rules and forms may be obtained from, and Claims may be filed with JAMS (800.352.5267 or jamsadr.com) or the AAA (800.778.7879 or www.adr.org). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

**NEGATIVE CREDIT REPORTING NOTICE:**

We may report information about your account to credit reporting agencies. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.**

**NOTICE TO CONSUMER:** 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

**IMPORTANT: READ BEFORE SIGNING. YOU SHOULD READ THIS AGREEMENT CAREFULLY. THIS WRITTEN AGREEMENT IS THE ONLY ENFORCEABLE DOCUMENT AND NO OTHER TERMS OR OTHER PROMISES (INCLUDING ORAL PROMISES) CAN BE ENFORCED. YOU CAN ONLY CHANGE THE TERMS OF THIS AGREEMENT THROUGH ANOTHER WRITTEN AGREEMENT SIGNED BY YOU AND US AND THIS DOCUMENT IS THE FINAL AGREEMENT BETWEEN YOU AND US AND NO ORAL PROMISES THAT CONFLICT WITH THIS AGREEMENT WILL BE ENFORCEABLE. HOWEVER, IF WE PROVIDE YOU NOTICE, WE CAN MAKE CHANGES THAT ARE AT LEAST AS FAVORABLE TO YOU.**

**AL Residents:** CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

**AZ Residents: Liability for Failure to Return Vehicle:** If you are in default, we may send you a notice of default. It is unlawful to fail to return a motor vehicle subject to a security interest within 30 days after receiving notice of default. A notice of default may be mailed to the address on the contract. It is your responsibility to keep the listed address current. Assuming you have no history of prior felony convictions, the maximum penalty for failure to return a motor vehicle subject to a security interest is 1.5 years in prison and a \$150,000 fine.

**CA Residents:** You waive the provisions of California Vehicle Code 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

**IA Residents: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU OR I MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**KS Residents:** NOTICE TO CONSUMER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty.

**LA Residents: NOTICE TO BORROWER: DO NOT SIGN THIS AGREEMENT IF THERE ARE BLANK SPACES. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT PRIOR TO SIGNING WITH ALL BLANKS FILLED IN AND THAT YOU HAVE READ IT AND UNDERSTAND IT. YOU ARE ALSO ENTITLED TO RECEIVE A COPY OF THIS AGREEMENT SIGNED BY ALL PARTIES. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

**MO Residents:** ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**NJ Residents:** Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

**TX Residents:** THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. YOU WAIVE THE RIGHT TO RECEIVE A NOTICE THAT WE INTEND TO ASK YOU FOR ALL AMOUNTS AT ONCE AND A NOTICE OF THE FACT THAT ALL AMOUNTS ARE DUE.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT AND OF EACH WRITING THAT OBLIGATES YOU OR THE DEBTOR ON THIS DEBT, YOU HAVE READ IT AND UNDERSTAND IT AND AGREE TO BE RESPONSIBLE FOR REPAYING THIS DEBT UNDER THESE TERMS.

YOU ACKNOWLEDGE AND AGREE THAT NO DEBT CANCELLATION, GUARANTEED AUTO PROTECTION ("GAP"), CREDIT INSURANCE, OR SIMILAR PRODUCTS, OR ANY OTHER OPTIONAL PRODUCTS OR SERVICES WHICH WE HAVE NOTIFIED YOU ARE PROHIBITED IN CONNECTION WITH THIS LOAN, WERE SOLD TO YOU IN CONNECTION WITH THE SALE OF THE VEHICLE SECURING THIS AGREEMENT, AND THAT YOU HAVE NOT PAID FOR ANY SUCH PRODUCTS IN CASH OR WITH FUNDS OBTAINED FROM US UNDER THIS AGREEMENT.

**UT Residents:** This written agreement is a final expression of the agreement between you and us and the written agreement may not be contradicted by evidence of any alleged oral agreement.

**VT Residents:** NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

**WA Residents:** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

**WI Residents:** NOTICE TO BORROWER: (A) DO NOT SIGN BEFORE YOU READ THE WRITING ON ALL PAGES OF THIS AGREEMENT, EVEN IF OTHERWISE ADVISED, (B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES, (C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN, (D) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT.

REVIEW  
Copy

  
HESHAM M SHARAWY

N/A

LENDER:



Date: 03/30/2024

BUYER

VEHICLE BUYER'S ORDER

<b>Buyer Name and Address</b> HESHAM MOHAMED SHARAWY 21314 OLDE QUARRY LN CORNELIUS NC 28031-7204  Email: Phone: Cell: (202) 246-4122	<b>Co-Buyer Name and Address</b> JILL MARIE DIAMOND 21314 OLDE QUARRY LN CORNELIUS NC 28031-7204  Email: Phone: Cell:	<b>Seller Name and Address</b> HENDRICK MOTORS OF CHARLOTTE 5201 EAST INDEPENDENCE BLVD. CHARLOTTE NC 28212  Salesperson: Deal Number: 185770
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THIS BUYER'S ORDER IS FOR THE FOLLOWING ☒ NEW ☐ USED ☐ CAR ☒ TRUCK

TO BE DELIVERED ON OR ABOUT 03/30/2024

Year	Make	Model	Type	Trim	Color	Mileage	Stock #
2024	MERCEDES L	GLE450W4	4DR 4MATIC	BLK LTH	CIRRUS SIL	262	DRH9064
<b>TRADE IN RECORD 1</b>				VIN REDACTED			
YR	MAKE	MODEL	TYPE	PRICE OF VEHICLE		\$ REDACTED	
2023	FISKER	OCEAN	4DR AWD ONE				
COLOR	TRIM	MILEAGE		SELLER ACCESSORIES:			
BLUE	ONE	2355		DOOR EDGE GUARDS			
VIN				NITROGEN			
VCF12BU26PG004850				TINTED GLASS 2 WINDOWS			
TITLE NO.		PLATE NO.	EXP. DATE	N/A			
OWNER		LOAN #		N/A			
HESHAM MOHAMED SHARAWY		JILL MARIE DIAMOND		N/A			
LIENHOLDER		PHONE		N/A			
CHASE AUTO FINANCE				N/A			
ADDRESS		SPOKE WITH		N/A			
14800 FRYE RD 1ST & TX1				N/A			
FORT WORTH TX 76155		VERIFIED BY		N/A			
AMOUNT		GOOD TELL		N/A			
68349.74				N/A			
<b>TRADE IN RECORD 2</b>				SUB-TOTAL			
YR	MAKE	MODEL	TYPE	REDACTED			
N/A	N/A	N/A	N/A	N/A			
COLOR	TRIM	MILEAGE		N/A			
N/A	N/A	N/A		N/A			
VIN				N/A			
N/A				N/A			
TITLE NO.		PLATE NO.	EXP. DATE	N/A			
N/A		N/A	N/A	N/A			
OWNER		LOAN #		N/A			
N/A		N/A		N/A			
LIENHOLDER		PHONE		N/A			
N/A		N/A		N/A			
ADDRESS		SPOKE WITH		N/A			
N/A		N/A		N/A			
AMOUNT		VERIFIED BY		N/A			
N/A		N/A		N/A			
<b>COLLISION COVERAGE</b>				TOTAL DELIVERED PRICE			
NAME OF AGENT		PHONE		TRADE-IN ALLOWANCE(S)			
				34000.00			
ADDRESS				CASH PRICE OR TRADE DIFFERENCE			
				N/A			
POLICY NUMBER		COLLISION DEDUCTIBLE		PLUS: SELLER ADMINISTRATIVE FEE			
Redacted				REDACTED			
INSURANCE CO.		SPOKE WITH		PLUS: HIGHWAY USE TAX			
Redacted				PLUS: TAG, TITLE, AND REGISTRATION FEE			
EFFECTIVE DATE		VERIFIED BY		PLUS: PAYOFF ON TRADE VEHICLE(S)			
				68349.74			
<b>NOTICE PROVIDED IN ACCORDANCE WITH N.C.G.S. 20-101.2</b>				TOTAL BALANCE			
Seller may receive a fee, commission or other compensation for providing, procuring or arranging financing for the retail purchase of a motor vehicle, for which Buyer may be responsible.				N/A			
<b>SELLER ADMINISTRATIVE FEE</b>				SERVICE CONTRACTS			
The Seller Administrative Fee represents Seller costs such as administrative services, notary services, courier expense and cleaning, inspecting and adjusting new and used vehicle inventories as well as additional Seller profit. It is not a government fee.				MAINTENANCE AGREEMENTS			
<b>NEGATIVE EQUITY</b>				LESS INITIAL PAYMENT/CASH DOWN			
Buyer is aware the balance owed on Buyer's trade-in exceeds the trade-in allowance offered by Seller. Accordingly, Buyer understands that				CLEAN VEHICLE TAX CREDIT			
34349.74 will be paid off on Buyer's behalf to				LESS REBATE/FACTORY INCENTIVE			
CHASE AUTO FINANCE and this amount is included				BALANCE DUE			
when computing the "balance due."							