

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

FORD MOTOR COMPANY,

Plaintiff,

Case No. _____

vs.

JOHN CENA,

Defendant.

Lisa A. Brown (P67208)
 Jong-Ju Chang (P70584)
 Whitley S. Granberry (P81202)
 DYKEMA GOSSETT PLLC
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FORD MOTOR COMPANY’S COMPLAINT

Plaintiff Ford Motor Company (“Ford”), through its counsel Dykema Gossett PLLC, alleges as its Complaint against Defendant John Cena (“Mr. Cena”), as follows:

DYKEMA GOSSETT • A PROFESSIONAL LIMITED LIABILITY COMPANY • 400 RENAISSANCE CENTER • DETROIT, MICHIGAN 48243

NATURE OF THE ACTION

1. This is an action for breach of contract, fraudulent misrepresentation, and unjust enrichment arising out of Mr. Cena's improper and unlawful resale of a custom-made, model year 2017 Ford GT sports car, in violation of the Ford GT Application Program and contracts pertaining to same. Indeed, after being selected from thousands of applicants for the opportunity to purchase the Ford GT, Mr. Cena flipped his vehicle shortly after taking delivery of it, despite his agreement with Ford to maintain ownership of the vehicle for 24 months. Upon information and belief, Mr. Cena has unfairly made a large profit from the unauthorized resale flip of the vehicle, and Ford has suffered additional damages and losses, including, but not limited to, loss of brand value, ambassador activity, and customer goodwill due to the improper sale.

THE PARTIES

2. Ford Motor Company ("Ford") is a Delaware corporation with its principal place of business located at One American Road, Dearborn, Michigan 48126.

3. John Cena is an individual, who, upon information and belief, resides and is domiciled in the state of Florida.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(a), as the parties are citizens of different states, and the amount in controversy exceeds \$75,000.

5. There is complete diversity of citizenship because Ford is a citizen of the states of Michigan and Delaware, and Mr. Cena is a citizen of Florida.

6. The amount in controversy exceeds \$75,000, exclusive of interests and costs, because Ford seeks, among other things, the disgorgement of profit that Mr. Cena made on his improper resale, and other damages, including, but not limited to, damages for loss of brand value, ambassador activity, and customer goodwill, which exceed \$75,000.

7. Personal jurisdiction and venue in this Court are proper under the forum selection clause in the parties' Contract, referenced below, which provides in the Program Terms and Conditions and Affidavit that all legal proceedings must be initiated only in courts located in Wayne County, Michigan.

OPERATIVE CONTRACT DOCUMENTS

8. The documents related to the 2017 Ford GT Program, comprising the contract between Ford and Mr. Cena, include the Ford GT Application Program Terms and Conditions ("Program Terms and Conditions") (screen shots of same, attached as **Exhibit 1**); an Affidavit of Eligibility and Release ("Affidavit") that

Mr. Cena executed and had notarized on July 29, 2016 (attached as **Exhibit 2**); and a Ford GT Order Confirmation (“Order Confirmation”) that Mr. Cena executed on January 28, 2017 (attached as **Exhibit 3**). Collectively, these documents are referred to herein as the parties’ “Contract.”

GENERAL ALLEGATIONS

The Ford GT Program and Application Process

9. The Ford GT “super car” is a limited edition, two-seater sports car designed to deliver extraordinary speed and exceptional handling found only in purpose-built racing cars. It has a 647 horsepower, 3.5L EcoBoost V6 engine, and the base vehicle sells at a manufacturer’s suggested retail price (“MSRP”) of over \$450,000. Ford intends to build a very low volume of the Ford GT, for an approximate total of 1,000 vehicles over the next several years.

10. Accordingly, Ford reserves these unique vehicles for only those individuals who truly desire a special ownership experience, such as car enthusiasts and collectors, those individuals who will be influencers and ambassadors of the vehicle and the Ford brand, and those individuals who truly desire to maintain ownership of the vehicle for their own use and not for purposes of reselling, flipping, or brokering the vehicle, or for price speculation. As a result, Ford requires that the individuals who are ultimately selected to purchase the Ford GT agree not to sell their vehicle for 24 months after delivery.

11. Ford anticipated that there would be more potential purchasers than there are available Ford GTs. As a result, Ford conducted a selection process for the opportunity to purchase the vehicle through the Ford GT Application Program (the “Program”). Under the Program, Ford selects individuals who are best suited to enjoy the Ford GT to discuss a potential purchase of the vehicle. In selecting these individuals, Ford takes into account, among other things, each applicant’s interest in Ford cars, specifically the GT and in collectible cars generally, each applicant’s relationship with Ford, if any, and each applicant’s involvement in the motorsports community, if any. Thousands of individuals applied for the opportunity to purchase a Ford GT under the Program.

12. Applicants for the Program, including Mr. Cena, completed an on-line application through Ford’s website. To sign into the site and register, applicants, including Mr. Cena, were provided access to the Program Terms and Conditions (Ex. 1), and asked to check a box reflecting their agreement to same before they could proceed further. Mr. Cena checked the box that he agreed to the Program Terms and Conditions.

13. Applicants were then invited to complete their application electronically and answer specific questions about their relationship with Ford and Ford products, their car collections, their public influence, their involvement in the motorsports community, their vehicle-related charitable activities, and other

questions intended to provide Ford with information about the applicant and his or her interest in the Ford GT and experiences as a car owner. Applicants could also post links to videos and photographs to support their applications and to show why they would be good Ford GT owners. Mr. Cena posted such a video for Ford's consideration, but upon information and belief, it has since been taken down and can no longer be accessed.

14. Accordingly, by applying under the Program, Mr. Cena confirmed his agreement to comply with the requirements in the Program Terms and Conditions.

The Program Terms and Conditions specifically provide that:

All information provided in the application must be accurate and provided with the express authorization of the applicant in the event that the application is completed by a third-party on applicant's behalf. Additionally, each applicant must also expressly acknowledge and agree to these Terms and Conditions, the Terms of Use and Ford's Privacy Policies.

(Ex. 1, at ¶5).

15. On or about April 14, 2016, Mr. Cena completed his Program application. Among other things, Mr. Cena acknowledged in his application that he was "well aware how selective Ford w[ould] be in allocating cars," and that the Ford GT would go "to an owner who truly deserved it and would care properly for the car." He further stated: "That being said, I am so absolutely astounded by what the Ford team has done with this new design, if I were to be deemed fit for

ownership I would most certainly use every vehicle of communication to let the world know about the car, the brand, and the experience.”

16. In addition, in his application, Mr. Cena portrayed himself as an enthusiast of high-end automobiles, as well as the Ford brand, by attaching to his application, photographs, video clips, and web posts of himself in, and promoting, high-end cars. Moreover, Mr. Cena is a known car collector, and referenced numerous limited edition and high-end vehicles that he owned and collected at the time of his application, including a model year 2006 Ford GT.

17. Further, in his application materials, not only did Mr. Cena represent that he would promote the Ford GT, but he also listed numerous media outlets, shows, public platforms, and links on which he appeared. Mr. Cena further represented his extensive and influential presence on social media, stating that he has “over 50 million unique social voices on Facebook, Twitter, and Instagram.”

18. Consequently, Ford selected Mr. Cena for the Program and determined that he was eligible for ownership of the Model Year 2017 GT based on his application materials and representations made to Ford. As a result, Ford relied on these representations in selecting Mr. Cena for the Program over thousands of other applicants.

19. On July 29, 2016, after Ford selected Mr. Cena to be eligible for ownership, Mr. Cena signed and notarized the Affidavit of Eligibility and Release

attached as Exhibit 2. Mr. Cena also completed certain forms after being selected for the Program, including a Vehicle Ownership Preferences Form, in which he confirmed that his delivery location in Florida was where he would primarily be operating his vehicle.

20. In Section 3 of the Affidavit, Mr. Cena attested that: “I have read and understand, agree to and have fully complied with the Terms and Conditions applicable to the Program....” (Ex. 2, ¶ 3).

21. In addition, in Section 4 of the Affidavit, titled “Accuracy of Information,” Mr. Cena also agreed that: “All of the information I submitted (or that was submitted on my behalf) in connection with my application in the Program is accurate. I answered all questions and provided all requested information in the application truthfully, accurately and completely.” (Ex. 2, ¶ 4).

22. Further, in Section 6 of the Affidavit, titled “Sales of the GT,” Mr. Cena agreed that:

6. Sales of the GT.I understand and acknowledge that any rights obtained by me in connection with the Program are not transferable.

(Ex. 2, ¶ 6).

23. On December 12, 2016, the Ford GT Concierge Team—which is a group dedicated to assist selected Program applicants throughout the purchase

process—sent Mr. Cena an email, notifying him of the time window in which he could order his custom vehicle, and reminding him of the following:

Your opportunity to purchase this vehicle is non-transferable and you agree to retain ownership for a minimum of 24 months after delivery and not to re-sell the vehicle within this period of time. The new Ford GT can only be purchased through a Ford GT Selling Dealer.

24. Moreover, on January 28, 2017, Mr. Cena signed an Order Confirmation (Ex. 3), in which he agreed that:

“By signing this Order Confirmation Form you are verifying the following: ... (B) You understand that being selected for the opportunity to purchase this vehicle is non-transferable and agree not to sell the vehicle within the first 24 months of delivery.”

25. Mr. Cena then made his first payment of \$230,000 for the vehicle. This payment had to be made before the vehicle would be built. On or about September 21, 2017, Mr. Cena made his second, final payment of \$233,376.50 for the vehicle.

26. On or about September 23, 2017, the vehicle was delivered to Elder Ford in Naples, Florida. Mr. Cena then took possession of his 2017 Ford GT thereafter.

Mr. Cena’s Improper Resale of His Ford GT

27. By or around October 20, 2017, Ford learned that Mr. Cena had sold his 2017 Ford GT, despite having just taken possession of it a few weeks earlier.

Mr. Cena made this resale of the vehicle without Ford's knowledge or approval, and in violation of his Contract with Ford.

28. Upon learning this information, on or about October 25, 2017, a Ford representative contacted Mr. Cena to discuss the unlawful resale of the Ford GT. In a telephone call, the Ford representative directly asked Mr. Cena if he had sold his 2017 Ford GT, to which Mr. Cena responded that he did.

29. Thereafter in a subsequent text chain, in which the Ford representative pointed out the consequences of Mr. Cena's Contract violation, Mr. Cena responded, "I completely understand and as stated am willing to work with you and Ford to make it right. My sincerest apologies."

30. In a subsequent communications with the Ford representative, Mr. Cena again admitted he had sold the vehicle, and did so along with other assets to liquidate for cash to take care of expenses.

31. Thereafter, on November 3, 2017, the Ford representative emailed Mr. Cena, formally notified Mr. Cena of his breach of the Contract, and requested that Mr. Cena obtain an immediate return of the vehicle. The Ford representative further stated that Ford was prepared to facilitate a buyback of the vehicle at the price for which Mr. Cena purchased it and that they could discuss how to address the profit he received from the unauthorized resale. Finally, the Ford representative requested that Mr. Cena provide Ford with all documentation

relating to Mr. Cena's unauthorized resale of his Ford GT. Mr. Cena responded that same day and stated that he would "get to work on this right away."

32. To date, however, Mr. Cena has not "made it right," has not sought a return of the vehicle, and upon information and belief, has made a profit from the improper resale. In addition, Mr. Cena still has failed to provide any documentation concerning the improper re-sale and is now refusing to do so, despite his earlier indications otherwise.

33. Accordingly, Ford has incurred and will continue to incur substantial damages as a result of Mr. Cena's unlawful resale. Upon information and belief, Mr. Cena has improperly benefited to Ford's detriment by receiving a large profit from the resale. Ford also has lost almost two years of ambassadorship and brand value that Mr. Cena would have offered by owning the vehicle for the contractually required time. Moreover, the unlawful resale bypassed a line of people waiting to purchase the vehicle through the Program, thus affecting Ford's goodwill and customer relationships. Ford also lost the opportunity to put the vehicle into the hands of a customer who desired to own the vehicle and comply with the resale restrictions. In addition, because of the unauthorized resale, Ford has lost the ability to control the reputation of its brand, the integrity of the Program and selection process, and who will receive a Ford GT in relation to the Program.

COUNT I
(Breach of Contract)

34. The preceding paragraphs are hereby repeated and re-alleged as if set forth fully herein.

35. Ford and Mr. Cena entered into a valid and binding Contract concerning Mr. Cena's 2017 Ford GT, which is comprised of documents including the Program Terms and Conditions, Affidavit and Order Confirmation. (See Ex. 1-3).

36. Ford has complied with all of its obligations under the Contract.

37. Mr. Cena has breached the ownership and restriction of transfer provisions in the Contract by selling his 2017 Ford GT within 24 months of taking delivery of the vehicle and by failing to maintain ownership of the vehicle for 24 months.

38. In addition, by flipping his vehicle within just weeks of receiving delivery, Mr. Cena further breached the provisions of the Contract in which he promised that all information in his application under the Program was accurate and true. Specifically, Mr. Cena's quick re-sale of the vehicle shows he never intended to own the vehicle or abide by any transfer restrictions.

39. Finally, by reselling his vehicle to a third-party, Mr. Cena violated the provision in Paragraph 6 in his Affidavit, in which he acknowledged that any rights obtained by him in connection with the Program were not transferable.

40. All conditions precedent to Ford's enforcement of the Contract have occurred or been met.

41. Mr. Cena has actual notice of his breach of the parties' Contract.

42. As a result of Mr. Cena's breach, Ford has suffered damages in excess of \$75,000, including, but not limited to, loss of brand value, ambassador activity, and customer goodwill. In addition, upon information and belief, Mr. Cena has improperly received a profit from his breach under the unlawful re-sale above MSRP.

43. Consequently, Mr. Cena is liable to Ford for its damages.

COUNT II
(Fraud)

44. The preceding paragraphs are hereby repeated and re-alleged as if set forth fully herein.

45. During the Program application process from approximately April 14, 2016 through the time Mr. Cena took delivery of his Ford GT in or about the end of September or early October 2017, Mr. Cena made certain misrepresentations of material fact regarding his eligibility to be a Ford GT owner and as to his intent to maintain ownership of the vehicle for his own use, including:

- Falsely representing that he would be a good Ford GT owner;
- Falsely representing in his Vehicle Ownership Preferences form that he would be primarily operating the Ford GT in Tampa, Florida;

- Falsely representing that he would own the Ford GT for at least 24 months;
- Falsely representing that he would not sell the Ford GT during the first 24-month period after delivery;
- Falsely representing that he is best suited to enjoy the Ford GT as an owner;
- Falsely representing that he would care properly for the vehicle as an owner;
- Falsely representing he was eligible to own a Ford GT when he intended to sell the vehicle after less than one month; and
- Falsely representing in his Application and Order Confirmation that he wanted to be a part of a Program designed to maintain and promote the vehicle for at least 24 months.

46. Mr. Cena's representations were false and misleading.

47. Mr. Cena made these representations knowingly and recklessly with respect to their truth or falsity.

48. Mr. Cena made these representations with the intent that Ford would rely on them and that Ford would select Mr. Cena for the opportunity to purchase the Ford GT.

49. Ford justifiably relied on the representations to its detriment.

50. As a result of Mr. Cena's representations, Ford has suffered damages in excess of \$75,000.

COUNT III
(Silent Fraud)

51. The preceding paragraphs are hereby repeated and re-alleged as if set forth fully herein.

52. During the Program application process from approximately April 14, 2016 through the time Mr. Cena took delivery of his Ford GT in or about the end of September or early October 2017, Mr. Cena failed to disclose material facts that he had a duty to disclose, including that he intended to resell his Ford GT shortly after taking delivery of it, and submitting an application that omitted facts concerning his view and intent on ownership and resale of the Ford GT.

53. Mr. Cena had actual knowledge of the fact that he intended to resell and not own his Ford GT within the first 24 months after delivery.

54. Mr. Cena's failure to disclose the foregoing facts caused Plaintiff to have a false impression of Mr. Cena's Program eligibility and desire to own the vehicle for 24 months.

55. When Mr. Cena failed to disclose the foregoing facts, Mr. Cena knew the failure would create a false impression.

56. When Mr. Cena failed to disclose the foregoing facts, Mr. Cena intended that Ford would rely on the resulting false impression and select him under the Program to purchase a Ford GT.

57. Ford relied on the false impression.

58. Ford was damaged as a result of its reliance.

COUNT IV
(Innocent Misrepresentation)

59. The preceding paragraphs are hereby repeated and re-alleged as if set forth fully herein.

60. During the Program application process from approximately April 14, 2016 through the time Mr. Cena took delivery of his Ford GT in or about the end of September or early October 2017, Mr. Cena made representations of material fact, including that he would be a good Ford GT owner; that he would be primarily operating the Ford GT in Tampa, Florida; that he would own the vehicle and not sell it for 24 months after delivery; that he was best suited to enjoy the Ford GT as an owner and would care for the vehicle properly; that he was eligible to own a Ford GT; and that he wanted to be part of the Program designed to maintain and promote the vehicle for at least 24 months.

61. Mr. Cena made these representations in connection with his Contract with Ford.

62. The representations were false when Mr. Cena made them.

63. Ford would not have entered into the Contract if Mr. Cena had not made the foregoing representations.

64. Ford has a loss as a result of entering into the contract, including loss of brand value, ambassador activity, customer goodwill, and the ability to control

its Program and who will receive a Ford GT under same. In addition, upon information and belief, Mr. Cena has improperly received a profit from his breach under the unlawful re-sale above MSRP.

65. Ford's loss benefitted Mr. Cena, including, that, upon information and belief, Mr. Cena made a profit from the unauthorized resale of the vehicle.

COUNT V
(Unjust Enrichment)

66. The preceding paragraphs are hereby repeated and re-alleged as if set forth fully herein.

67. Mr. Cena has received benefits as stated above, including profit from the improper sale of the 2017 Ford GT in the form of cash, that is unjust, unfair, inequitable, and should be turned over to Ford.

68. These benefits have come at Ford's expense, and it would be inequitable for Mr. Cena to retain the benefits.

69. Mr. Cena has been unjustly enriched at Ford's expense.

70. Mr. Cena is responsible to Ford for damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Ford Motor Company respectfully requests that the Court award the following relief:

(A) Enter judgment in favor of Ford on all counts and award Ford all of its damages;

(B) Award Ford all of its direct, incidental, and consequential damages suffered as a result of Mr. Cena's breach;

(C) Order that Mr. Cena must disgorge his profits to Ford from the improper resale of his 2017 Ford GT;

(D) Award Ford its litigation costs, interest, and attorneys' fees; and

(E) Grant such other relief that this Court deems equitable, just, and appropriate.

Date: November 30, 2017

DYKEMA GOSSETT PLLC

By: /s/ Jong-Ju Chang

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EXHIBIT 1

Ford Logo

Cars Crossovers & SUVs Trucks & Vans



TERMS & CONDITIONS

FORD GT APPLICATION PROGRAM

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") contain important information regarding the Ford GT Application Program (the "Program") conducted by Ford Motor Company ("Ford"). Please read these Terms and Conditions carefully. By submitting an application in the Program, you represent that you have read, understand and agree to be bound by these Terms and Conditions and that you will comply with all of the requirements set forth in these Terms and Conditions. **IE**



FORD GT APPLICATION PROGRAM

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") contain important information regarding the Ford GT Application Program (the "Program") conducted by Ford Motor Company ("Ford"). Please read these Terms and Conditions carefully. By submitting an application in the Program, you represent that you have read, understand and agree to be bound by these Terms and Conditions and that you will comply with all of the requirements set forth in these Terms and Conditions. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, DO NOT SUBMIT AN APPLICATION.**

1. THE PROGRAM: Ford is conducting the Program in connection with the upcoming introduction of the 2017 and 2018 model year Ford GT supercars (each a "GT" and collectively, "GTs"). Ford intends to manufacture very limited quantities of the GT and to make available via the Program a minimum of one hundred and fifty (150) 2017 model year GTs and a minimum of one hundred and fifty (150) 2018 model year GTs. Because Ford anticipates that there will be more potential purchasers than there are available GTs, Ford intends through the Program to select individuals who will be invited to discuss a potential purchase of a GT on terms to be agreed to by the seller and the purchaser.

2. NOT AN OFFER OR CONTRACT FOR SALE: The purpose of the Program is to identify potential GT purchasers. The Program is not an offer by Ford or any dealer to sell a GT, and submission of an application is not an offer by the applicant to purchase a GT. Sales of the GT will be made by Ford dealers in the Participating Territories (as defined below) (except with respect to sales in Austria, Belgium, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden, Switzerland, and the United Kingdom, as to which sales will be made by Ford or Ford affiliates). The Ford dealers that are involved in sales of the GT outside of the countries specified in the prior sentence are not employees, affiliates or subsidiaries of Ford. Applicants who will be invited to discuss with a Ford dealer a potential purchase of a GT ("Selected Applicants") will be directed to Ford dealers. The purchase price and all other terms of sale will be determined by the seller in accordance with such terms and processes as the seller may establish. Each seller of a GT will have the right to condition the sale on the purchaser's agreement to restrictions on resale or transfer of the GT or to a right of the seller to repurchase the GT within specified time periods, to the extent such restrictions or requirements are permitted under applicable law. Submitting an application does not guarantee that you will be selected as a Selected Applicant. Submitting an application is only an indication of your potential interest in purchasing a GT. If you are identified as a Selected Applicant, that selection will not obligate you to purchase a GT. If you are selected as a Selected Applicant, there is no guarantee that you will be offered an opportunity to purchase a GT, because the terms of any purchase are subject to mutual agreement by the pertinent seller and the prospective purchaser. GTs will be delivered only to locations in which sale and delivery of the GT is lawful. The Program is not a lottery, sweepstakes, contest, game, commercial competition, prize competition or promotion.

3. PARTICIPATING TERRITORIES: The "Participating Territories" are Austria, Belgium, Canada, China, France, Germany,

3. PARTICIPATING TERRITORIES: The "Participating Territories" are Austria, Belgium, Canada, China, France, Germany, Ireland, Italy, Macao, Mexico, the Netherlands, Philippines, Saudi Arabia, Spain, Sweden, Switzerland, Taiwan, Turkey, United Arab Emirates, the United Kingdom and the United States of America.

4. ELIGIBILITY: The Program is open only to natural persons who (a) are able to take delivery of the car in a Participating Territory; (b) are of sufficient age to enter into a legal agreement for the purchase a GT; and (c) are of legal driving age in their jurisdiction of residence.

5. HOW TO APPLY: Ford will accept applications in the Program beginning on January 26, 2016 at approximately 12:01 AM GMT, through approximately 11:59 PM GMT on February 29, 2016 (the "Application Period"). Submission of an application will require the applicant to provide the applicant's name, address, telephone number and email address and such other information as Ford may require in the application. Each applicant will also be required to answer one or more questions concerning the applicant and his or her relationship to Ford, if any, and other questions intended to provide Ford with information about the applicant and his or her interest in the GT and experiences as a car owner. To be considered, the application must be complete and all required information submitted by no later than the end of the Application Period. Application times will be determined by Ford. Each applicant must answer all questions and provide all requested information truthfully, accurately and completely. All information provided in the application must be accurate and provided with the express authorization of the applicant in the event that the application is completed by a third-party on applicant's behalf. Additionally, each applicant must also expressly acknowledge and agree to these Terms and Conditions, the Terms of Use and Ford's Privacy Policies.

6. SELECTION PROCESS: After the conclusion of the Application Period, the Selected Applicants will be determined by Ford (in its sole discretion), based on Ford's evaluation of the information provided by the applicants through the Program and Ford's determination of the applicants that are best suited to enjoy the GT, taking into account, among other things, each applicant's interest in Ford cars and the GT and in collectible cars generally, each applicant's relationship with Ford (if any) and each applicant's involvement in the motorsports community (if any). Such review and determination will be made by a panel of Ford executives (and/or such other representatives and agents designated by Ford) in the United States and/or by executives of Ford's affiliated companies (and/or such other representatives and agents designated by Ford) in other Participating Territories (as applicable). The selection of the Selected Applicants, and all other determinations in connection with the Program, will be made by Ford in its sole discretion based on both objective and subjective factors. The number of Selected Applicants will be determined by Ford in its sole discretion. Ford may allocate particular quantities of Selected Applicants to particular Participating Territories. With respect to any particular Participating Territory, there is no guarantee that any GTs, or any particular quantity of GTs, will be made available for purchase by residents of that Participating Territory. During the course of Ford's evaluation, Ford reserves the right to contact and interview applicants, and/or request additional materials in support of an application. All decisions of Ford will be binding, and each applicant agrees to comply with all such decisions. Selected Applicants will not be determined in

particular quantities of Selected Applicants to particular Participating Territories, with respect to any particular

Participating Territory, there is no guarantee that any GTs, or any particular quantity of GTs, will be made available for purchase by residents of that Participating Territory. During the course of Ford's evaluation, Ford reserves the right to contact and interview applicants, and/or request additional materials in support of an application. All decisions of Ford will be binding, and each applicant agrees to comply with all such decisions. Selected Applicants will not be determined in a random drawing or similar mechanism. All review and selection assessments and determinations will be strictly confidential, and Ford will not be obligated to disclose any information regarding the application and selection process for the Program, other than as otherwise set forth in these Terms and Conditions. In determining the Selected Applicants, Ford will not discriminate on any basis prohibited by applicable laws, which may include, age, race, ethnic origin, sex or gender, gender identity or gender expression, sexual orientation, citizenship, marital status, family status, civil status, birth, caste, wealth, religion, creed or beliefs, political beliefs, trade union convictions, language, current or future state of health, disability, physical or genetic characteristics, membership of the travelling community or social origin.

7. NOTIFICATION AND VERIFICATION OF SELECTED APPLICANTS: Ford expects that Selected Applicants will be notified of their selection, using the e-mail information provided by the Selected Applicants in their applications, on or around April, 2016. Ford may also in its sole discretion identify and/or notify applicants who will be placed on a waitlist in case any Selected Applicants determine not to purchase a GT. Ford will send up to 5 e-mails over a 120 hour period following selection to contact the potential Selected Applicant. If the potential Selected Applicant does not respond to Ford's e-mail during the 120 hour period in which he/she is contacted (no phone calls will be made, nor will messages will be left on answering machines or voicemail systems), the potential Selected Applicant will be excluded, at Ford's discretion. If Ford is successful in contacting the potential Selected Applicant, he or she must (a) within 10 days of being contacted by Ford, provide Ford with all requested information in order for Ford to prove eligibility, and (b) within 10 days of receipt of such documents from Ford, complete, sign and deliver to Ford (i) an affidavit of eligibility and release of Released Parties (as defined below), and (ii) any additional legal documentation furnished by Ford for purposes of verifying Selected Applicant's eligibility and acceptance of these Terms and Conditions and the conditions of participation in the Program. Participation in this program constitutes your agreement to provide, sign and/or timely deliver all such information and documents (as applicable).

8. APPLICATION CONTENT: The application process will require each applicant to provide certain information and to answer certain questions. The application process also may permit (but will not require) applicants to submit or provide links to videos that demonstrate why the applicant would be a desirable GT owner, among other things. All information and material supplied or made available by any applicant in the Program (collectively, "Application Content") must not contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable law or regulation. By submitting any Application Content, the applicant represents and warrants that the Application Content does not contain any such material and irrevocably grants to Ford and its parent companies, subsidiaries and affiliates,



contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable law or regulation. By submitting any Application Content, the applicant represents and warrants that the Application Content does not contain any such material and irrevocably grants to Ford and its parent companies, subsidiaries and affiliates, and the successors, agents, licensees and assigns of each of the foregoing (collectively, the "Program Entities") a non-exclusive license to reproduce, modify, edit and otherwise use the Application Content (and/or any portion thereof), in perpetuity, throughout the world, in all media and formats whether now or later known or developed, in connection with the administration of the Program and for any other lawful purposes (including, without limitation, in connection with the advertising, marketing and promotion of the GT and/or other Ford products and services), without further notice or compensation, unless prohibited by law.

9. RELEASE AND LIMITATION OF LIABILITY: By submitting an application in the Program, you release and agree to hold each of the Program Entities, all other companies involved in the development or operation of the Program, and the directors, officers, employees, agents and assigns of all of the foregoing (collectively, the "Released Parties"), harmless from and against any and all claims, damages and liability arising out of and/or related to your participation in the Program, the operation of the Program Website, and/or the promotion, offering or operation of the Program. You assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Program. The Released Parties are not responsible for any typographical or other error in any communication relating to the Program or the administration of the Program.

10. PUBLICITY: Applicants will not be required to, but may in Ford's discretion be requested to, participate in publicity or promotional activities. Applicants will not be obligated to consent to participation in, or to use of the applicant's name or likeness in, any publicity or promotional activities.

11. DISPUTES: By submitting an application in the Program, each applicant agrees that, to the maximum extent permitted by applicable law, (a) any and all disputes, claims, and causes of action arising out of or connected with the Program shall be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to you if you live in such a jurisdiction.), (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and where permitted by applicable laws, the lesser of such amount and \$1.00, including costs associated with submitting an application in the Program, but in no event attorneys' fees and (c) under no circumstances will any applicant be permitted to obtain any award for, and applicant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Except to the extent that applicable law requires otherwise, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the applicants and Ford in connection with the Program, shall be governed by, and construed in accordance with the laws of the State of Michigan in





have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Except to the extent that applicable law requires otherwise, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the applicants and Ford in connection with the Program, shall be governed by, and construed in accordance with the laws of the State of Michigan in the United States of America without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction. If a court determines that any term or condition in these Terms and Conditions is illegal, invalid or unenforceable, then such term or condition will be eliminated and the remaining terms and conditions will remain in force and effect and shall be interpreted so as to give effect to the parties' intentions as reflected in the eliminated term or condition to the extent possible. Any legal proceedings arising out of the Program or relating to these Terms and Conditions shall be instituted only in the courts located in Wayne County, Michigan, waiving any right to trial by jury. Each applicant consents to the exclusive jurisdiction of such courts with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules or the Program and waives any objection that any such court is an improper or inconvenient forum. In the event of any conflict between these Terms and Conditions and any Program information provided elsewhere, these Terms and Conditions shall prevail. In some countries you might have legal rights that may not be waived or derogated by contract. Nothing in this terms and conditions limits legal rights that may not be waived or derogated by contract.

12. PRIVACY POLICIES: By submitting any information, you agree to be bound by the website Privacy Policy displayed on the Ford GT application website footer, and the Privacy Policy governing the GT Application, which is also available on the Ford GT application website (including any licenses, permissions or grants or rights contained therein) (together, the "Privacy Policies").

13. EXPORT COMPLIANCE: Each applicant who purchases a GT must comply with all applicable export and re-export control agreements, laws, and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control. Each applicant agrees that the applicant shall not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any GT to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from Ford and the competent government authorities as required by those laws and regulations. Currently, prohibited destinations include Iran, Syria, Sudan, North Korea, Cuba, and Crimea. Each applicant shall indemnify Ford, to the fullest extent permitted by law from and against any fines or penalties that may arise as a result of the applicant breach of this provision. This export control clause shall survive termination or cancellation of these Terms and Conditions.

14. GENERAL: Ford reserves the right to modify these Terms and Conditions or to modify, suspend or terminate the Program at any time in its sole discretion. Ford reserves the right to adjust any of the dates and/or times stated in these



Program at any time in its sole discretion. Ford reserves the right to adjust any of the dates and/or times stated in these Terms and Conditions to the extent Ford deems such adjustment necessary as a result of any technical or other problem or because of any other circumstance that, in the opinion of Ford, affects the proper administration of the Program, or for any other reason, in Ford's discretion and without prior notice. The Released Parties are not responsible for late or incomplete applications, incorrect or inaccurate capture of, damage to, or loss of applications or Application Content, or any other human, mechanical or technical errors of any kind relating to the submission, collection, storage or processing of applications or the administration of the Program. Ford reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Program any individual who, in Ford's discretion, Ford determines or believes (a) has tampered with the application process, or has undermined the proper operation of the Program by engaging in hacking, deception or other unfair practices, (b) has engaged in conduct that annoys, abuses, threatens or harasses any other applicant or any representative of Ford or (c) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT BY AN APPLICANT TO DELIBERATELY UNDERMINE THE PROPER OPERATION OF THIS PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, FORD RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Ford reserves the right, in its sole discretion, to cancel, modify or suspend the Program should a technical problem, applicant fraud or misconduct, or other cause beyond the control of Ford corrupt the administration, integrity, security or proper operation of the Program or if for any other reason Ford is not able to conduct the Program as planned (including without limitation in the event the operation of the Program is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity or any law, order or regulation or court order). Any rights obtained by an applicant in connection with the Program are not transferrable. By participating in the Program, applicants agree to be bound by these Terms and Conditions.

15. CONDUCT OF PROGRAM: The Program is conducted by Ford Motor Company, World Headquarters, One American Road, Dearborn, MI 48126. If you have any questions or complaints regarding these Terms and Conditions and/or the Program, please contact us at customer@fordgtconcierge.com. Ford will respond within 14 days of receipt of your question or complaint.

Disclaimer

* Available late 2016. Pre-production model shown in color for illustration only in all images.

EXHIBIT 2

AFFIDAVIT OF ELIGIBILITY AND RELEASE



FORD

This Affidavit of Eligibility and Release ("Affidavit and Release") must be fully completed, signed by the Selected Applicant (as defined below) in the presence of a Notary Public, notarized where indicated below, and returned within ten days.

Florida

STATE OF

Pasco

COUNTY OF

I, Jean Cox, being duly sworn, depose and say:

1. Purpose of Affidavit and Release. I am submitting this Affidavit and Release with the understanding that it will be relied upon to determine my eligibility for the Ford GT Application Program (the "Program") conducted by Ford Motor Company ("Ford") and to confirm the terms and conditions of my participation in the Program.

2. Eligibility.

- a. If I purchase a Ford GT supercar (a "GT"), I will be able to take delivery of the GT in a Participating Territory. The "Participating Territories" are Austria, Belgium, Canada, China, France, Germany, Ireland, Italy, Macau, the Netherlands, Philippines, Saudi Arabia, Spain, Sweden, Switzerland, Turkey, United Arab Emirates, the United Kingdom and the United States of America.
- b. I am of sufficient age to enter into a legal agreement for the purchase of a GT.
- c. I am of legal driving age in the jurisdiction in which I reside.

3. Terms and Conditions and Privacy Policies. I have read and understand, agree to and have fully complied with the Terms and Conditions applicable to the Program (the "Terms and Conditions"), the Terms of Use provided on the Program website and the Privacy Policies provided on the Program website.

4. Accuracy of Information. All of the information I submitted (or that was submitted on my behalf) in connection with my application in the Program is accurate. I answered all questions and provided all requested information in the application truthfully, accurately and completely.

5. Not an Offer or Contract for Sale. I understand and acknowledge that (a) the purpose of the Program is to identify potential GT purchasers, (b) the Program is not an offer by Ford or any dealer to sell a GT and (c) submission of an application in the Program is not an offer to purchase a GT.

6. Sales of the GT. I understand and acknowledge that (a) sales of the GT will be made by Ford dealers in the Participating Territories (except with respect to sales in Austria, Belgium, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden, Switzerland, and the United Kingdom, as to which sales will be made by Ford or Ford affiliates); (b) after verification of my eligibility and my compliance with the Terms and Conditions, I will be invited to discuss a potential purchase of a GT; (c) the purchase price and all other terms of sale will be determined by the seller in accordance with such terms and processes as the seller may establish; (d) each seller of a GT will have the right to condition the sale on the purchaser's agreement to restrictions on resale or transfer of the GT or to a right of the seller to repurchase the GT within specified time periods, to the extent such restrictions or requirements are permitted under applicable law; (e) the terms of any purchase are subject to mutual agreement by the seller and the purchaser; and (f) GTs will be delivered only to locations in which sale and delivery of the GT is lawful. I understand and acknowledge that any rights obtained by me in connection with the Program are not transferrable.

AFFIDAVIT OF ELIGIBILITY AND RELEASE

FORD

7. Application Content; Grant of Rights. I represent and warrant that all information and material supplied or made available by me in connection with the Program (collectively, "Application Content") does not contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable law or regulation. I hereby irrevocably grant to Ford and its parent companies, subsidiaries and affiliates, and the successors, agents, licensees and assigns of each of the foregoing (collectively, the "Program Entities") a non-exclusive license to reproduce, modify, edit and otherwise use the Application Content (and/or any portion thereof), in perpetuity, throughout the world, in all media and formats whether now or later known or developed, in connection with the administration of the Program and for any other lawful purposes (including, without limitation, in connection with the advertising, marketing and promotion of the GT and/or other Ford products and services), without further notice or compensation unless prohibited by law. I understand and acknowledge that I will not be required to, but may in Ford's discretion be requested to, participate in publicity or promotional activities, and that I will not be obligated to consent to participation in, or to use of my name or likeness in, any publicity or promotional activities.

8. Release. On behalf of myself and each of my heirs, executors, successors, assigns and representatives (collectively, my "Representatives"), to the fullest extent permitted by applicable law, I hereby release and agree to hold each of the Program Entities, all other companies involved in the development or operation of the Program, and the directors, officers, employees, agents and assigns of all of the foregoing (collectively, the "Released Parties"), harmless from and against any and all claims, damages and liability arising out of and/or related to my participation in the Program, the operation of the Program website and/or the promotion, offering or operation of the Program. I assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Program. I understand and acknowledge that the Released Parties are not responsible for any typographical or other error in any communication relating to the Program or the administration of the Program.

9. Disputes. On behalf of myself and each of my Representatives, I hereby irrevocably agree that, to the maximum extent permitted by applicable law and except where prohibited for residents of Quebec, (a) any and all disputes, claims, and causes of action arising out of or connected with the Program shall be resolved individually, without resort to any form of class action (this provision will not apply if the jurisdiction in which I reside does not allow restricting access to class actions), (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and where permitted by applicable laws, the lesser of such amount

and \$1.00, including costs associated with submitting an application in the Program, but in no event attorneys' fees and (c) under no circumstances will I be permitted to obtain any award for and I hereby waive all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. I understand and acknowledge that except to the extent that applicable law requires otherwise and except where prohibited for residents of Quebec, all issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of me and Ford in connection with the Program, shall be governed by and construed in accordance with the laws of the State of Michigan in the United States of America, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction. Except where prohibited for residents of Quebec, I understand and acknowledge that any legal proceedings arising out of the Program or relating to the Terms and Conditions shall be instituted only in the courts located in Wayne County, Michigan, waiving any right to trial by jury. I consent to the exclusive jurisdiction of such courts with respect to any legal proceedings or disputes of whatever nature arising under or relating to the Terms and Conditions of the Program and waive any objection that any such court is an improper or inconvenient forum. I understand and acknowledge that in the event of any conflict between the Terms and Conditions and any Program information provided elsewhere, the Terms and Conditions shall prevail.

10. Export Compliance. If I purchase a GT, I shall comply with all applicable export and re-export control agreements, laws, and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control. I shall not - directly or indirectly - sell, export, re-export, transfer, divert, or otherwise dispose of any GT to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from Ford and the competent government authorities as required by those laws and regulations. Currently, prohibited destinations include Iran, Syria, Sudan, North Korea, Cuba, and Crimea. I shall indemnify Ford, to the fullest extent permitted by law from and against any fines or penalties that may arise as a result of breach by me of this provision.

11. Further Documents. In addition to completing, signing and returning this Affidavit and Release, I shall complete and sign (if applicable) and deliver to Ford any additional legal documentation furnished or required by Ford for purposes of verifying my eligibility for the Program or my acceptance of the Terms and Conditions.

AFFIDAVIT OF ELIGIBILITY AND RELEASE

FORD

I have read, understood, and voluntarily agree to be bound by this Affidavit and Release.

[Handwritten Signature]
SIGNATURE

7/29/16
DATE

Sworn to and subscribed before me this 29 day of July, 2016.

Christina Thomas
NOTARY PUBLIC

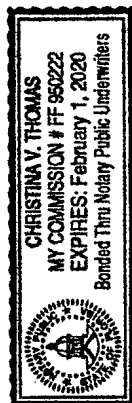


EXHIBIT 3



FORD GT ORDER CONFIRMATION

Client Name: John Cena
 Delivery Address: 9560 N. Florida Ave. Tampa, FL
 Selling Dealer: Elder Ford Tampa
 Prepared by: David
 Market: North America

ORDER GENERATION DATE: 1/27/2017
 ORDER FREEZE DATE: 2/1/2017
 Order ID Number: 4853-N078-001
 MODEL YEAR: 2017

Ford GT Standard Feature Highlights

- Structural Carbon Fiber Passenger Shell, Body Panels, & active aerodynamic elements
- Mid-mounted 3.5L Ecoboost V6 GTDI Engine
- 7-Speed, Dual Clutch Automated Manual Transmission
- Front & Rear Independent Suspension with Variable Ride Height and Selectable Drive Modes
- Brembo Carbon Ceramic Brakes

Order Details

PRICE

INITIALS

Order Details		PRICE	INITIALS
Ford GT		\$450,000.00	
Exterior Color	Liquid Blue	\$5,000.00	JC
Stripes	No stripes	N/C	JC
Wheels	20" Forged Aluminum Graphite w/ Black Lug Nuts	N/C	JC
Calipers	Silver	\$1,000.00	JC
Exterior Exposed Carbon Fiber Finish	Gloss Shadow Black	N/C	JC
Interior Theme	Dark Energy Ebony Alcantara Seats, Ribbed Cloth Inserts Matte Dark Stainless IP / Seat X-Brace Finishers — Ebony Alcantara IP, Headliner, Sills, Registers & Console	N/C	JC
Options	Titanium Exhaust System — Not Selected	\$0.00	JC
	Titanium Lug Nuts — Not Selected	\$0.00	JC
	Outdoor Car Cover — Not Selected	\$0.00	JC
	Indoor Car Cover — Not Selected	\$0.00	JC
	Factory Installed 6-Point Harness Anchors — Not Selected	\$0.00	JC
	Leather Wrapped Steering Wheel	\$250.00	JC
	Locking Lug Nuts — Not Selected	\$0.00	JC
Manufacturer's Suggested Retail Price*		\$456,250.00	
Destination and Delivery		\$3,750.00	
MSRP including Destination and Delivery		\$460,000.00	JC

By signing this Order Confirmation Form you are verifying the following:

- The specifications above accurately represent your Ford GT order.
- You understand that being selected for the opportunity to purchase this vehicle is non-transferable and agree not to sell the vehicle within the first 24 months of delivery. All vehicles must be purchased through a U.S. Ford dealer.

A 50% deposit based on the Total MSRP above must be paid to your selling dealer to finalize your order before it can be submitted to be built. The Ford GT Concierge must receive proof of your 50% deposit by 2/1/2017 or your build date will be delayed.

This MSRP is based on the selected vehicle options and does not include state and local taxes, duties, license, title and registration fees which will be provided by your selling dealer and included in the final transaction price of your vehicle.

CLIENT SIGNATURE

1/28/17
DATE



FORD PERFORMANCE

Please be advised any change requests must be submitted to your Concierge prior to your Order Freeze date and any changes may delay the status of your build.