

[REDACTED]

RESALE RESTRICTIONS
AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS RESALE RESTRICTIONS AND RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement"), dated as of 2-13, 2023, is made and entered into by and between [REDACTED] MOTORS, LLC, a Delaware limited liability company dba [REDACTED] Ford ("Dealer"), and [REDACTED] ("Customer"). Dealer and Customer may be each referred to as a "Party" and collectively referred to as the "Parties".

WHEAREAS, Dealer operates an automotive dealership located at [REDACTED]; and

WHEAREAS, Customer desires to purchase that certain 2023, Ford model Maverick with a VIN of 3FTTW8 [REDACTED] (the "Vehicle"); and

Dealer is willing to sell the Vehicle to Customer subject to certain terms and conditions, including, but not limited to, the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, and in further consideration of Dealer agreeing to sell the Vehicle to Customer (which Dealer would not do but for Customer undertaking the terms, conditions, and restrictions contained herein), the Parties agree as follows:

1. Customer recognizes that the Ford Maverick is a limited availability vehicle and that it is the goal of both Ford Motor Company ("Ford") and the Dealer to offer and sell such vehicles principally to Ford enthusiasts who are purchasing the vehicles for their own use and enjoyment, and not for purposes of resale or price speculation. Customer further recognizes that, given the limited availability of the Ford Maverick , vehicles like the Vehicle have frequently appreciated in value, such that used and "almost new" vehicles can be sold at prices in excess of the original sale price. While there is neither a guarantee from Ford or Dealer, nor an expectation from Customer, that the valuation of the Vehicle will appreciate post-sale, Customer acknowledges that Ford and Dealer have a legitimate interest in minimizing price speculation of the Vehicle, at least at the time of, and for a reasonable time after, introduction of the Ford Maverick and for so long as the availability remains limited.

2. To address the foregoing concerns. Customer hereby represents, covenants, warrants, and agrees that Customer will not sell, offer to sell, or otherwise transfer any ownership interest in the Vehicle prior to the first anniversary of the date hereof. Customer further agrees that Dealer may (i) seek injunctive relief to prevent the transfer of title of the Vehicle and/or (ii) seek payment from Customer of all value received by Customer as consideration from any prohibited sale or transfer of the Vehicle.

3. To safeguard Dealer in the event that Customer elects nonetheless to sell the Vehicle prior to the expiration of the first anniversary of the date hereof (the "Restricted Period"), or in the event that such restriction of the resale of the Vehicle during the Restricted Period is limited or curtailed by applicable law, and notwithstanding any remedies available to Dealer under Section 2 above, Customer hereby grants to Dealer as of the date of Customer's