

IN THE COURT OF COMMON PLEAS  
CIVIL DIVISION  
HAMILTON COUNTY, OHIO

FLORENCE SWATERS	:	Case No. A1001370
	:	
JACQUES "JACK" SWATERS	:	Judge Nadel
	:	
Plaintiffs,	:	AGREED RESTRAINING
	:	ORDER AND PRELIMINARY
KRISTINE KLEVE LAWSON, et al	:	INJUNCTION
	:	
Defendants.	:	
	:	

Defendant Joseph Ford purports to have entered into a contract with Christopher Gardner (the "Contract"). Mr. Ford and Mr. Gardner signed the Contract on January 31, 2011. An Addendum to the Contract was executed by Messrs. Ford and Gardner on April 5, 2011 ( the "Addendum"). The Contract and the Addendum are attached as Exhibit A. The existence of the Contract and the Addendum was first disclosed to counsel for the Plaintiff, Florence Swaters, on the afternoon of September 5, 2011, the day before Ms. Swaters was scheduled to be deposed.

Defendants Ford and Lawson currently possess car parts. (See attached "B") Counsel for Defendants have disclosed that Mr. Gardner is traveling from Europe and will arrive in Cincinnati on September 7, 2011.

IT IS AGREED by the parties and ORDERED by the Court:


1. That Defendants, Ford and Lawson shall not provide anyone access to the Parts (See "B") but for the present Parties and their Attorneys;
2. The Defendants, Ford and Lawson shall not provide any information as to how to access the Parts (See "B") but for the present Parties and their Attorneys;
3. The Defendants, Ford and Lawson shall not provide access to, or information as to how to access the parts to anyone and none of the parts will be removed from their current location at the storage unit unless by Court Order or by Written Agreement by all present parties.

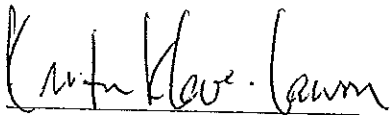
NO BOND IS REQUIRED.

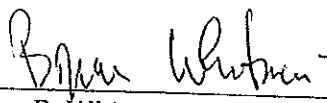
SO ORDERED:

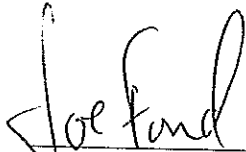
  
JUDGE NORBERT NADEL

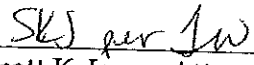
AGREED TO:


  
\_\_\_\_\_  
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\_\_\_\_\_  
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Joe Ford  
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ATTORNEYS FOR FLORENCE SWATERS

Ferrari 375 Plus Agreement

"A"

- JF JF CG
1. Joseph Ford ("Ford") and Christopher Gardner ("Gardner"), hereby make this agreement ("Agreement") regarding the Ferrari 375 Plus 0384AM ("0384AM") effective as of the date signed.
  2. In exchange for, and contingent upon Gardner's contributions ("Contributions") defined as: a) Gardner's paying the prior and the future attorneys invoices incurred by Ford and incurred by Kristl-Kleve Lawson ("Lawson") for recovery and litigation efforts, on or before the 14<sup>th</sup> day after Ford's receipt of any invoice, and b) Gardner's paying Ford's past and future expenses incurred relative to Ford's recovery and litigation efforts, Ford hereby grants to Gardner a lien right against Ford's interest, equal to the dollar value of half of Ford's interest and rights as defined by, and to the extent of, the 2.25.10 Sale Agreement ("SA") and the 2.25.10 Option Agreement ("OA") and any changes, including but not limited to changes #1 through #3, the last of which requires Gardner to make \$75,000 time of the essence payment to Ford so he can promptly pay the \$75,000 to Lawson.
  3. The Gardner lien right is contingent upon Gardner performing his ongoing obligations in this Agreement. Ford and Gardner agree not to sell, pledge, or in any way convey or encumber their rights that are granted by, or result from, this Agreement. Ford agrees to place the title and his rights into a trust, for the benefit of Ford and Gardner, with the trustee obligated to promote and sell the car and calculate and distribute the proceeds in accord with this Agreement and in accord with Ford's obligations from the SA and OA. The beneficiaries shall be Ford, Gardner, and Lawson. Ford and Gardner agree to set up this trust during Gardner's next visit to the USA. A key term of the trust is that Ford and Gardner can change any term of the trust if both Ford and Gardner do so in writing, and they then instruct the trustee with that written change, who will be obligated to follow that new instruction.
  4. The above described invoices and expenses, and thus Contributions, will likely extend through trial, appeals, and beyond until physical recovery of 0384AM is accomplished so that it can be promoted and sold.
  5. A winning or cost effective outcome of the litigation and recovery efforts is not guaranteed nor promised by Ford. Ford agrees to give Ford's share of the parts to Gardner in the event of a failed litigation and failed recovery effort. In the event of a failed litigation and failed recovery efforts, Gardner agrees to sell the parts on the open market within 30 months, and split with Ford on a 50/50 basis the proceeds that remain after first reimbursing Gardner for his Contributions. Until the time of such a failed litigation and failed recovery,
- JF JF CG

JF  
AP 5 20 11  
CG  
AP 5 20 11

JF JF CG

Ford and Gardner agree that the parts will be stored in the Ohio storage, in the name of Ford, with Gardner being given access code. If the Court adjudicates final ownership of the parts to Ford and they are no longer needed for the Ohio litigation, then they can be moved to a storage location of Gardner's choice, for safe and secure storage, though they are still the property of Ford, but subject to the lien rights and trust described herein.

6. Gardner agrees to pay all Contributions into an account as designated by Ford in writing, as has been done previously.
7. Ford agrees that after settlement or sale of 0384AM by Ford pursuant to the 2.25.10 SA and 2.25.10 OA with changes, Ford will then payoff the Lawson lien, and Ford will reimburse Gardner for his Contributions from Ford's 100% share, if any, and after that, Ford agrees to give Gardner half of the remaining of Ford's proceeds, if any.
8. Ford and Gardner agree to give written notices by email to each other at fordlogic@gmail.com or to onebugatti@bluewin.ch.
9. In the event of dispute and after giving notice that specifies what term is violated and what the proposed solution to the violation, Ford and Gardner agree to binding arbitration in Palm Beach County, Florida using the rules of the American Arbitration Association. Any final arbitration award shall be non-appealable in court and have the effect of a final judgment as if rendered by a court of law.
10. Any changes to this Agreement must be in writing, numbered sequentially, and must be signed by both parties and notarized in order to have any effect on this Agreement.
11. Ford and Gardner agree to keep this Agreement confidential, and to not use or interpret this Agreement such that it violates the standing Ohio court's Status Quo Order ("Order"). In the event this Agreement were to violate the Order, Ford and Gardner agree to rescind this Agreement, seek and obtain a modification of the Order, and to then automatically reinstate this Agreement. JF JF CG

Joseph Ford / date 3/1/11 Joseph Ford/date \_\_\_\_\_ Christopher Gardner / date 3/1/11

JF  
AP 5, 2011  
AP 5, 2011

Change No. 1 to the Ford/Gardner Agreement of January 31, 2011.

The undersigned parties, since both are in the same location today, hereby acknowledge and accept the above two page Jan. 31, 11 Agreement (attached herein), accept each other's performance to date in regards to the Agreement, and Ford hereby grants to Gardner a security interest in 0384AM equal to Gardner's share, which can be reflected in a lien on the title (title #31 0640 4902 now in Ford's name) to be recorded at some point in the future when Ford's counsel advises that doing so will not upset the proceedings.

Joseph Ford Apr 5, 2011

Joseph Ford      Date

Christopher Gardner Apr 5, 2011

Christopher Gardner      Date

Danielle McCabe

Notary

APR 15



Notary Public State of Florida  
Danielle McCabe  
My Commission Expires 06/14/2013

List of Parts in Ohio -- "Remaining Portion"  
for 1954 Ferrari 375 Plus #0384AM

"B"

1. Body part -- large trunk lid, raised for gas tank, louvered, deck lite, and headrest airfoil, original paint from last 1957 Cuba Gran Prix paint colors
2. Body part -- headrest airfoil closure panel riveted to lid, original paint from last 1957 Cuba Gran Prix paint colors
3. Body part -- headrest cushion, deteriorated due to age, flanged
4. Body part -- large louvered trunk floor or belly pan
5. Body part -- large louvered engine hood cover with center scoop, original paint from last 1957 Cuba Gran Prix paint colors
6. Body Part -- engine hood cover oil access latch cover, original paint from last 1957 Cuba Gran Prix paint colors
7. Body part -- driver door (RHD) approx 24", original paint from last 1957 Cuba Gran Prix paint colors
8. (Note: all body parts have trace paint remnants)
9. Hardware for body part -- driver door latch mechanism attached
10. Hardware for body part -- driver door hinge plates and bolts, door side attached
11. Hardware for body part -- engine hood hardware, front two tabs attached
12. Hardware for body part -- rare aerodynamic fin that fits to oil access latch cover attached
13. Hardware for body part -- screen mesh cover for engine hood scoop attached
14. Inner cockpit part -- large 50" floor pan near transmission tunnel, with raised and riveted parts
15. Inner cockpit part -- transmission tunnel cover, bolts to floor and forward footwell wall
16. Inner cockpit part -- 19" long cover panel with shaped flanged spout or scoop
17. Inner cockpit part -- driveshaft cover, floor and mounts to rear wall behind seat
18. Inner cockpit part -- 14" driveshaft cover, between other front and rear covers
19. Fasteners (screw- locks) for driveshaft cover attached
20. Belly pan part - large 49" belly closure pan numbered "505/1"
21. Transmission tail cone with rev gear and cable attached
22. Fuel system component -- large riveted gas tank with writings

List of Parts in Ohio -- "Remaining Portion"  
for 1954 Ferrari 375 Plus #0384AM

23. Fuel system component – lid to gas tank with hinge and latch mechanism attached
24. Fuel system component – mounts (two) for each side of gas tank to connect to chassis attached
25. Fuel system component – mounts (two) for bottom sides of gas tank to connect to chassis attached
26. Fuel system component – sending unit for gas tank (rusty) attached
27. Fuel system component – threaded drain spout, riveted to gas tank attached
28. Chassis suspension system component – wheel drum #1, alloy with riveted steel insert for drum brake pad friction
29. Chassis suspension system component – wheel drum #2, alloy with riveted steel insert for drum brake pad friction
30. Chassis suspension system component – wheel drum #3, alloy with riveted steel insert for drum brake pad friction
31. Electrical system component – marchal glass headlamp lens
32. Electrical / engine system component – distributor base and shaft
33. Wheel #1 – #18 -- rims with tires, used
34. Rim #19 – rim with no tire