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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into this 9th day of February, 2016 by and between Ford Motor Company of Canada, Limited and Ford Motor Company (collectively “Ford”) and Nelson McHenry, the plaintiff in *Nelson McHenry v. Ford Motor Company of Canada, Ltd. and Ford Motor Company*, Court File No. 12-55547 in the Ontario Superior Court of Justice (the “Ontario Proceeding”) and Métal L.M. Landry Inc. and Jean-Nicolas Poirier, the plaintiffs in *Métal L.M. Landry Inc. and Jean-Nicolas Poirier v. Ford Motor Company of Canada, Limited and Ford Motor Company*, Court File No. 500-06-000570-115 in the Quebec Superior Court (Montreal) (the “Quebec Proceeding”) (The Ontario Proceeding and the Quebec Proceeding are collectively referred to herein as the “Proceedings”);

RECITALS

WHEREAS on May 20, 2011, 9046-9479 Quebec Inc., the original plaintiff, commenced the Quebec Proceeding by making a Motion to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative (Art. 1002 C.C.P. and following) in the Quebec Superior Court (Montreal);

AND WHEREAS on September 14, 2012, the original plaintiff sought leave to amend the Quebec Proceeding to, *inter alia*, withdraw from the Quebec Proceeding and to be replaced by the plaintiffs, Métal L.M. Landry Inc. and Jean-Nicolas Poirier;

AND WHEREAS, on the date of presentation of the Motion in the Quebec Proceeding to approve the Settlement Hearing Notice, Ford shall consent to the above amendments;

AND WHEREAS on September 21, 2012, Nelson McHenry commenced the Ontario Proceeding by issuing a statement of claim in the Ontario Superior Court of Justice in Ottawa;

AND WHEREAS in the Proceedings, the plaintiffs make allegations of quality, design, manufacturing and reliability defects in Ford vehicles equipped with Navistar’s 6.0 Litre engines (commonly referred to as the Navistar Power Stroke V8 Turbo diesel engine) (the “6.0L Engine”) for vehicle model years 2003 through 2007 (the “Class Vehicles”);

AND WHEREAS the plaintiffs acknowledge that the gravamen of the claims against Ford in the Proceedings is an allegation that Ford breached the terms of the Ford New Vehicle Limited Warranty in respect of Class Vehicles by allegedly refusing to authorize its dealers to perform adequate repairs, but instead restricting dealers to making temporary repairs that led to repeat engine problems after the warranty expired;

AND WHEREAS the defendants deny all of the allegations made by the plaintiffs in the Proceedings, and deny any wrongdoing of any kind;

AND WHEREAS, Class Counsel believes that the claims the plaintiffs have asserted have merit, but recognize that (a) there is a procedural risk that the claims might be found not to lend themselves to class proceedings and (b) there is a substantive risk that the plaintiffs might not be able to prove the allegations made as against Ford on behalf of the Class Members;

AND WHEREAS, based on their investigation and evaluation of the facts and law applicable to the claims asserted and taking into account the ongoing burden and expense of litigating the merits of the claims and the risk associated with contested certification / authorization motions, trials and possible appeals and the importance of providing timely relief to the Class Members, the plaintiffs and Class Counsel have determined that the Settlement is in the best interests of the Class Members and represents a fair, reasonable and adequate resolution of the Proceedings;

AND WHEREAS Ford has denied and continues to deny the claims and allegations made in the Proceedings and has denied and continues to deny any liability to the plaintiffs and the Class Members and believes that it has meritorious defences to all of the claims raised in the Proceedings, but has similarly concluded that the Settlement is preferable to costly and protracted litigation and is the most economically efficient way to resolve the Proceedings;

AND WHEREAS, Ford has agreed to pay the amounts stipulated herein to settle all claims made by the Class Members in accordance with the eligibility criteria described herein and all administrative, adjudicative and notice costs associated with the implementation of this Settlement Agreement and all Class Counsel fees, disbursements and applicable taxes limited to the amounts provided for herein and subject to the approval of the Courts;

AND WHEREAS counsel for Ford and Class Counsel agree that the Settlement contemplated by this Agreement is a fair, reasonable, and adequate resolution of the claims advanced in the Proceedings;

AND WHEREAS Ford and the plaintiffs agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission of liability by Ford, or evidence against Ford, or evidence of the truth of any of the allegations made in the Proceedings;

AND WHEREAS the Parties enter into this Agreement in order to achieve a full and final resolution and termination of all Released Claims pursuant to the terms of this Agreement, and in order to avoid further delay, expense, inconvenience and the distraction of protracted litigation;

AND WHEREAS the Parties, on consent, desire and intend concurrently to seek orders of the Ontario Superior Court of Justice and the Quebec Superior Court certifying / authorizing each of the Ontario and Quebec Proceedings as class proceedings for settlement purposes only and orders approving the Settlement as set forth in this Agreement (the Parties' consent to the orders to certify / authorize being conditional on the Courts granting the approval orders);

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and the entry of the final orders approving the terms and conditions of the Settlement as set forth in this Agreement and for other good and valuable consideration, the Parties stipulate and agree, subject to approval of the Courts, that the Proceedings and any and all Released Claims shall be fully and finally compromised, settled, and resolved upon the following terms and conditions:

I. DEFINITIONS

In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the following definitions, both in the Recitals and in this Agreement:

A. “Agreement”

“Agreement” means this Settlement Agreement and the Annexes attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are to form part of this Settlement.

B. “Approval Notice”

“Approval Notice” means the notice to be disseminated and published after the Settlement Approval Orders are entered giving Class Members notice of the certification of the Proceedings for settlement purposes, the approval of the Agreement and the procedure for opting out of the Proceedings, in a form to be approved by the Courts.

C. “Claim”

“Claim” means a claim for benefits made by a Class Member by submitting a Claims Form to the Claims Administrator under the procedures set out in this Agreement.

D. “Claims Form”

“Claims Form” means a completed, signed and dated claims form as developed by the Claims Administrator in consultation with Class Counsel, together with the supporting documentation as described in Section III – Submitting Claims.

E. “Claim Period”

“Claim Period” means the period beginning on the Settlement Hearings Notice date through and including one hundred and eighty (180) days following the Effective Date of Settlement.

F. “Claims Administrator”

“Claims Administrator” shall mean the person or entity appointed to oversee the Claims process as provided in Section V - Administration of the Settlement.

G. “Class” or “Class Members”

“Class” or “Class Members” means collectively all Persons resident in Canada, who currently own or lease (or who in the past owned or leased) a model year 2003-2007 Ford vehicle sold or leased in Canada and equipped with a 6.0L Engine. The Class in respect of the Quebec Proceeding is all Persons resident in the Province of Quebec who currently own or lease (or who in the past owned or leased) a model year 2003-2007 Ford vehicle equipped with a 6.0L Engine. The Class in respect of the Ontario Proceeding is all Persons resident in Canada, excluding those Persons resident in the Province of Quebec, who currently own or lease (or who in the past owned or leased) a model year 2003-2007 Ford vehicle equipped with a 6.0L Engine.

Excluded from the Class are:

- (a) all Persons resident in Canada who elect to exclude themselves from the Class by effectively opting out in accordance with the terms of this Agreement;
- (b) all persons who have previously executed and delivered to Ford Motor Company and/or Ford Motor Company of Canada, Limited a release or releases of all of their claims; and
- (c) all Persons who, prior to the commencement of the Settlement Approval Hearings, (i) filed an individual lawsuit (i.e. a lawsuit that does not seek certification or authorization of a class proceeding) in any court asserting causes of action of any nature based upon the 6.0L Engine in a Class Vehicle and (ii) have not voluntarily dismissed or discontinued such lawsuit without prejudice.

H. “Class Counsel”

“Class Counsel” means Consumer Law Group Professional Corporation, counsel to the plaintiff, Nelson McHenry, in the Ontario Proceeding and Consumer Law Group Inc., counsel to the plaintiffs, Métal L.M. Landry Inc. and Jean-Nicolas Poirier, in the Quebec Proceeding.

I. “Class Vehicles”

“Class Vehicles” (or a “Class Vehicle”) means model year 2003-2007 Ford vehicles sold or leased to Persons in Canada and equipped with a 6.0L Engine.

J. “Courts”

“Courts” means collectively the Ontario Superior Court of Justice and the Quebec Superior Court.

K. “Defence Counsel”

“Defence Counsel” means Blake Cassels & Graydon LLP, counsel to Ford in the Ontario Proceeding and the Quebec Proceeding.

L. “Due Diligence”

“Due Diligence” means the documentary review conducted by Class Counsel to ensure the fairness and appropriateness of the terms of this Agreement to the Class Members in relation to the factual basis for the Proceedings and in order to conduct an analysis of issues related to both liability and damages.

M. “Effective Date of Settlement”

“Effective Date of Settlement” means the first date after: (1) the Courts have both entered the Settlement Approval Orders, in all material respects similar to the forms attached hereto as Schedule “D” in respect of the Ontario Proceeding and Schedule “E” in respect of the Quebec Proceeding; and (2) all rights of appeal with respect to said Settlement Approval Orders have expired or been exhausted, except that an appeal solely from any award of costs to Class Counsel shall not extend the Effective Date of Settlement.

N. “Extended Warranty Period Repair”

“Extended Warranty Period Repair” means repairs to or replacements of a fuel injector; the exhaust gas recirculation (“EGR”) valve, the EGR cooler; the oil cooler; and/or the turbocharger of a Class Vehicle, (1) when the Class Vehicle had between five and six years in service (provided that it had been driven no more than 215,000 kilometers at the time) or (2) when the Class Vehicle had been driven between 160,000 and 215,000 kilometers (provided that it had no more than six years in service at the time). To qualify as Extended Warranty Period Repairs, the repairs or replacements must be ones that would have been eligible for coverage under the terms of Ford’s New Vehicle Limited Warranty in respect of that Class Vehicle but for the fact that the repairs took place when the Class Vehicle had over five years in service and/or had been driven more than 160,000 kilometers. (For example, a repair or replacement would not qualify as “Extended Warranty Period Repair” if there was owner abuse or misuse, including a failure to follow prescribed maintenance schedules or making unauthorized modifications to the engine).

O. “Ford”

“Ford” means, collectively, Ford Motor Company and Ford Motor Company of Canada, Limited.

P. “FOC”

“FOC” means Ford Motor Company of Canada, Limited.

Q. “FMC”

“FMC” means Ford Motor Company.

R. “Ford New Vehicle Limited Warranty”

“Ford New Vehicle Limited Warranty” means the written limited warranty provided by FOC for the Class Vehicles (example attached hereto as Schedule “A”).

S. “Opt-Out”

“Opt-Out” means the procedure by which a Class Members may be excluded from the application of the terms of this Settlement Agreement.

T. “Opt-Out Period”

“Opt-Out Period” means the date forty-five (45) days following the Settlement Approval Orders.

U. “Orders for Approval of the Settlement Hearing Notice”

“Orders for Approval of the Settlement Hearing Notice” means the Order to be sought by the Parties in the Ontario Proceeding to approve the Settlement Hearing Notice in the form of the draft Order at Schedule “B” and the Order in the Quebec Proceeding to approve the Settlement Hearing Notice in the form of the draft Order at Schedule “C”.

V. “Out-of-Pocket Expenses”

“Out-of-Pocket Expenses” is the documented amount paid by a Class Member to a repair facility for the parts and labour to obtain an Extended Warranty Period Repair (net of any reimbursement or repayment received from any source by the Class Member in relation to the Extended Warranty Repair) or, for Class Members who performed an Extended Warranty Period Repair themselves, the documented reasonable cost of the parts and the reasonable value of the time spent performing the repair (net of any reimbursement or repayment received by the Class Member from any source in relation to the Extended Warranty Period Repair). “Out-of-Pocket Expenses” shall not include consequential damages such as lost revenue/profits, lost employee time from loss of use of the vehicle, or towing charges or other costs of transporting the vehicle to or from the place of repair.

W. “Parties”

“Parties” means the Representative Plaintiffs and FOC and FMC.

X. “Person”

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association (including any group, organization, co-tenancy, plan, board, council or committee), corporation, government authority, custodian, nominee, firm, joint venture, First Nation, aboriginal or native group or band, unincorporated organization or individual or entity resident in Canada.

Y. “Released Parties”

“Released Parties” means FOC and FMC and their successors, the subsidiaries, divisions, parents, related or affiliated entities, authorized dealers, underwriters, insurers, co-insurers, re-insurers, licensees, joint-venturers of FOC and FMC, and the past and present directors, officers, employees, partners, principals, agents, and controlling shareholders of FOC and FMC and their subsidiaries, divisions, parents, related or affiliated entities, authorized dealers, underwriters, insurers, co-insurers, re-insurers, licensees and joint-venturers.

Z. “Released Claims”

“Released Claims” means any and all claims, demands, actions, causes of action, and suits pleaded against Ford in either of the Proceedings and all other claims, demands, actions, causes of action of any nature whatsoever, including but not limited to any claim for violations of federal, provincial, or other laws (whether in contract, tort or otherwise, including statutory and injunctive relief, common law, civil law, property, warranty and equitable claims), and also including Unknown Claims that were or could have been asserted by the Class Members against the Released Parties in the Proceedings, or in any other complaint, action, or litigation in any other court or forum based upon the 6.0L Engine in the Class Vehicles, other than for bodily injury.

AA. “Repair Order”

“Repair Order” means the repair order, invoice for work performed, or over-the-counter parts purchase receipt originally provided to the Class Member in respect of the replacement of

an EGR cooler, oil cooler, fuel injector, EGR valve or turbocharger, a copy of such documentation obtained from the person or party who carried out the replacement of the EGR cooler, oil cooler, fuel injector, EGR valve or turbocharger, which has not previously been reimbursed in whole or in part by Ford or any other person.

BB. “Representative Plaintiffs”

“Representative Plaintiffs” mean Nelson McHenry in respect of the Ontario Proceeding and Métal L.M. Landry Inc. and Jean-Nicolas Poirier in respect of the Quebec Proceeding.

CC. “Settlement”

“Settlement” means the settlement contemplated by this Agreement.

DD. “Settlement Approval Hearings”

The “Settlement Approval Hearings” means the hearing of the motions to be brought to the Courts for the Settlement Approval Orders.

EE. “Settlement Approval Orders”

“Settlement Approval Orders” means the Orders to be sought by the Parties approving this Settlement substantially in the form of the draft order at Schedule “D” in respect of the Ontario Proceeding and Schedule “E” in respect of the Quebec Proceeding.

FF. “Settlement Hearings Notice”

“Settlement Hearings Notice” means the notice to be disseminated and published giving Class Members notice of the Settlement Approval Hearings, in a form to be approved by the Courts.

GG. “Unknown Claims”

“Unknown Claims” means any and all claims that any member of the Class does not know to exist against any of the Released Parties which, if known, might have affected his or her or its decision to enter into or to be bound by the terms of this Settlement. The Representative Plaintiffs and Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed based upon the 6.0L Engine in the Class Vehicles, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties.

HH. “Warranty Deductible”

“Warranty Deductible” means a \$100 deductible paid for a repair visit under the 6.0L PowerStroke® Diesel Engine Coverage of Ford’s New Vehicle Limited Warranty following the expiration of the Basic Coverage of Ford’s New Vehicle Limited Warranty.

II. “Warranty Repair”

“Warranty Repair” means a repair, replacement, or adjustment to any part covered under the Basic Coverage of the Ford New Vehicle Limited Warranty during the vehicle’s first three years in service or 60,000 kilometers, whichever comes first, or to any part covered under the 6.0L PowerStroke® Diesel Engine Coverage of the Ford New Vehicle Limited Warranty during the vehicle’s first five years in service or 160,000 kilometers, whichever comes first.

II. SETTLEMENT CONSIDERATION

In consideration for the release provided for herein, Ford agrees that FOC will provide consideration to the Class Members as follows:

A. Costs of Notice Program

FOC agrees to pay all expenses in connection with the notice program as provided for in this Agreement, including those set out at Sections VII.B and VII.F as well as in the Orders for Approval of the Settlement Hearing Notice and the Settlement Approval Orders.

B. Partial Reimbursement for Extended Warranty Period Repairs to Oil Cooler and/or EGR Cooler

If a Class Vehicle received a Warranty Repair to the oil cooler and/or the EGR cooler, and a Class Member subsequently incurred Out-of-Pocket Expenses in obtaining an Extended Warranty Period Repair to the oil cooler, the EGR cooler, or both on that same Class Vehicle, for each such Extended Warranty Period Repair, FOC will reimburse the Class Member for the actual Out-of-Pocket Expenses up to the following limits: (1) **\$475.00** inclusive of all applicable taxes for a repair to the EGR cooler; (2) **\$525.00** inclusive of all applicable taxes for a repair to the oil cooler; and (3) **\$825.00** inclusive of all applicable taxes for a repair to both the EGR cooler and the oil cooler.

C. Partial Reimbursement for Extended Warranty Period Repairs to Fuel Injectors

If a Class Vehicle received a Warranty Repair to one or more fuel injectors, and a Class Member subsequently incurred Out-of-Pocket Expenses in obtaining an Extended Warranty Period Repair to one or more fuel injectors on that same Class Vehicle, FOC will reimburse the Class Member for the actual Out-of-Pocket Expenses up to the limits set forth in the table below for each such Extended Warranty Period Repair, each such limit being inclusive of all applicable taxes:

Number of Injectors Repaired	Reimbursement Limit
1	\$375.00
2	\$500.00
3	\$625.00
4	\$750.00
5	\$875.00
6	\$1,000.00
7	\$1,125.00
8	\$1,250.00

D. Partial Reimbursement for Extended Warranty Period Repairs of EGR Valve

If a Class Vehicle received a Warranty Repair to the EGR valve, and a Class Member subsequently incurred Out-of-Pocket Expenses in obtaining an Extended Warranty Period Repair to the EGR valve on that same Class Vehicle, FOC will reimburse the Class Member for the actual Out-of-Pocket Expenses up to **\$200.00** inclusive of all applicable taxes for each such Extended Warranty Period Repair.

E. Partial Reimbursement for Extended Warranty Period Repairs of Turbocharger

If a Class Vehicle received a Warranty Repair to the turbocharger, and a Class Member subsequently incurred Out-of-Pocket Expenses in obtaining an Extended Warranty Period Repair to the turbocharger on that same Class Vehicle, FOC will reimburse the Class Member for the actual Out-of-Pocket Expenses up to **\$750.00** inclusive of all applicable taxes for each such Extended Warranty Period Repair.

F. Partial Reimbursement of Warranty Deductibles

If a Class member has not submitted a Claims Form for reimbursement for one or more Extended Warranty Period Repairs to a Class Vehicle pursuant to Sections II.B–II.E, and the Class Member has paid more than one Warranty Deductible in connection with obtaining a Warranty Repair for that Class Vehicle (for which that Class Member has not previously been

repaid or reimbursed from any source), FOC will reimburse the Class Member **\$50.00** inclusive of all applicable taxes for the second and each subsequent Warranty Deductible that the Class Member paid for the same Class Vehicle (and for which the Class Member was not repaid or reimbursed from any source), up to a limit of **\$200.00** inclusive of all applicable taxes in connection with four Warranty Deductible payments.

III. SUBMITTING CLAIMS

To obtain a reimbursement for Out-of-Pocket Expenses incurred in obtaining an Extended Warranty Period Repair or a reimbursement for a Warranty Deductible, a Class Member must submit a Claims Form to the Claims Administrator.

1. Timing of Claims for Reimbursement of Costs

Claims Forms for reimbursement of costs incurred for an Extended Warranty Period Repair or Warranty Deductible payment(s) must be submitted by mail to the Claims Administrator, with the date postmarked prior to the expiry of the Claim Period. FOC shall not be required to review or pay any Claims received after the expiry of the Claim Period.

2. Content of and Support for Claims for Partial Reimbursement of Out-of-Pocket Expenses for Extended Warranty Period Repairs of Certain Components

Claims for partial reimbursement of Out-of-Pocket Expenses for Extended Warranty Period Repairs of certain components (Sections II.B – II.E) must be made to the Claims Administrator and must include a sworn or affirmed (but not notarized) Claims Form that includes: (1) the vehicle identification number; (2) proof that the Class Member paid the Out-of-Pocket Expenses as to which reimbursement is sought (including the amount of Out-of-Pocket Expenses paid, the date of the Extended Warranty Period Repair(s), and the mileage on the Class Vehicle at the time of Extended Warranty Period Repair(s)); and (3) proof that the Class Member is eligible for partial reimbursement of the Extended Warranty Period Repair(s) under the terms of this Settlement by providing documents sufficient to show that: (i) a Warranty Repair was made to the same component on the same Class Vehicle (except where a Settlement Class Member is seeking reimbursement for an EGR cooler and/or oil cooler under Section II.B, in which case the Settlement Class Member need only show that a Warranty Repair was made to

either the oil cooler or the EGR cooler); and (ii) the repair as to which reimbursement of Out-of-Pocket Expenses is sought was an Extended Warranty Period Repair (*i.e.*, occurred during the time/mileage period listed in Section I.F, and that the repair would have been covered by the Ford New Vehicle Limited Warranty). A Class Member need not provide further proof that a Warranty Repair was made to the same component if Ford has, via the claim form generation process, informed the Class Member that a Warranty Repair was made to the component(s). The Class Member may offer evidence that the Extended Warranty Period Repair was covered by the Ford New Vehicle Limited Warranty by attesting under oath or affirmation (but not notarized) that the vehicle was maintained using proper parts and fluids and in accordance with the vehicle's scheduled maintenance guide; the vehicle was not misused, such as by overloading or racing; and the engine or any related part was not altered or modified, including by installation of non-Ford Motor Company parts such as performance chips.

3. Content of and Support for Claims for Partial Reimbursement of Warranty Deductibles

Claims for partial reimbursement of any Warranty Deductible(s) (Section II.F) must be made to the Claims Administrator and must include a sworn or affirmed (but not notarized) Claims Form that includes: (1) the vehicle identification number; and (2) proof, such as an invoice marked paid by the dealer, that the Settlement Class Member paid two or more Warranty Deductibles (including, as to each such payment, the amount paid, the date of the Warranty Repair that necessitated the Warranty Deductible, and the mileage on the Class Vehicle at the time of the Warranty Repair that necessitated the Warranty Deductible).

4. Claims Form

The Claims Administrator in consultation with Class Counsel will prepare a claims form to be completed by Class Members making Claims, together with the supporting documentation as described in this Section III. The Claims Forms will be posted on the website for the settlement and may be completed and submitted by Class Members asserting Claims by mail in accordance with the requirements in this Section III.

IV. DETERMINING CLAIMS

1. Rejected Claims

FOC through the Claims Administrator may reject any Claim that does not include the required information specified above. FOC through the Claims Administrator reserves the right to investigate the Claim, including by requesting further documentation in order to determine whether the Claim is valid. If FOC through the Claims Administrator rejects the claim, it will advise the Class Member of the reason for the rejection (e.g., missing information, ineligibility for reimbursement). If the Claim is rejected due to missing information, FOC will give the Class Member 30 days to resubmit the claim with additional information, so long as the original Claims Form was submitted by the deadline noted above.

2. Disputed Claims

If a Class Member disputes either FOC's rejection of a Claim or the amount to be paid pursuant to the Claim, the Class Member may appeal FOC's decision by submitting its Claims Form and an explanation of FOC's alleged error within 30 days after the Class Member is notified of FOC's decision to reject the Claim or the amount to be paid pursuant to the Claim. Any such appeal shall be dealt with first by the Claims Administrator, which will try to settle it. If there is still a dispute, Class Counsel and Defence Counsel shall meet, confer and attempt to reach a resolution and, if unable to resolve the issue, shall submit for decision any issue on which they disagree to the judge of the Ontario Superior Court of Justice or of the Superior Court of Quebec, as the case may be.

V. ADMINISTRATION OF THE SETTLEMENT

Promptly after the Settlement Hearings Notice date, FOC will retain a Claims Administrator to administer the program described above and FOC will bear all costs and expenses of the Claims Administrator related to its administration of this Settlement.

The Claims Administrator shall be responsible for, without limitation: (a) having personnel assigned to manage the settlement implementation process; (b) arranging for the dissemination of the Settlement Hearings Notice and the Approval Notice; (c) establishing a toll-

free telephone number that Class Members may call for information; (d) receiving and maintaining Class Member correspondence regarding objections to the Settlement; (e) receiving and maintaining Class Member correspondence regarding requests for exclusion to the Settlement; (f) forwarding oral and written inquiries to Class Counsel for a response, if warranted; (g) receiving correspondence from Class Members; (h) responding to requests from Class Counsel; (i) otherwise implementing and/or assisting with the Settlement Hearings Notice, the Approval Notice, and/or the Settlement Benefits of the Settlement; (j) the management of a settlement website containing information about the Settlement, including claim forms that can be downloaded and submitted by mail; and (k) making payment of approved claims to Class Members. All such administration shall be provided in both English and French.

VI. CLASS COUNSEL'S FEES AND DISBURSEMENTS AND CLASS REPRESENTATIVE AWARDS

FOC agrees to pay reasonable Class Counsel fees and disbursements, separate and apart from the consideration flowing to the Class, of \$750,000 inclusive of all fees, disbursements, HST and all other applicable taxes thereon for and in respect of both of the Proceedings and inclusive of any fees or disbursements that may be payable for or in respect of the Other 6.0L Actions as hereinafter defined.

At the same time as the settlement Approval Hearing in Ontario, Class Counsel will apply to the Ontario Superior Court of Justice for approval of its fees and disbursements, covering all legal services provided by Class Counsel in the past and future to the Representative Plaintiffs and the Class Members in connection with both of the Proceedings, the Settlement of both of the Proceedings, any appeal(s) in connection with the Settlement, and the implementation and/or administration of the Settlement and this Agreement (the "Fee and Disbursement Application").

Ford will not dispute or oppose the Fee and Disbursement Application, which shall be subject to Court Approval. Further, Class Counsel may not be awarded, and shall not accept, any amount in excess of \$750,000, all inclusive of taxes.

The Ontario Superior Court of Justice shall determine the amount of fees and disbursements (inclusive of taxes) and the parties will take out an order setting out the amount of fees and disbursements to be awarded. FOC shall pay such amount to Class Counsel as the Court may determine and such payment shall constitute full payment of all fees and disbursements payable to Class Counsel in respect of both Proceedings and the Other 6.0L Actions, any appeal(s) in connection with the Settlement, and the implementation and/or administration of the Settlement and this Agreement. Class Counsel shall not seek payment of any additional compensation directly from any Class Member(s), nor shall Class Counsel make any claim to payment from any funds payable by Ford to Class Members pursuant to the terms of this Settlement.

FOC agrees to provide Class Counsel with data on the total number of Class Vehicles, the number of Class Vehicles that received a Warranty Repair and any such other data as the parties may agree or, in the absence of agreement, the Ontario Superior Court of Justice may order be provided.

Within thirty days after the later of the issuance of the order of the Ontario Superior Court of Justice determining and approving Class Counsel fees and disbursements and the Effective Date of Settlement, FOC shall pay to Class Counsel the amount determined by the Ontario Superior Court of Justice for Class Counsel's fees and disbursements, unless either party has in the interim given notice of its intention to withdraw from the Settlement in accordance with Section VIII or IX hereof.

If either party does withdraw, Ford shall have no obligation to pay Class Counsel fees or disbursements under this Agreement and Ford may bring a motion to set aside any order of the Ontario Superior Court of Justice determining the amount of fees and disbursements to be awarded to Class Counsel. Class Counsel shall not oppose such motion.

Class Counsel may ask the Courts for approval of an honorarium of \$5,000 payable to each of the Representative Plaintiffs and to no more than another 3 class representatives. The purpose of such awards shall be to compensate the class representatives for efforts undertaken by them on behalf of the Class.

Any honorarium approved by the Ontario Superior Court of Justice shall be paid by FOC, as directed by the Court, within thirty days after the Effective Date of Settlement. FOC agrees that it will raise no objection to the payment of \$5,000 per class representative for the Representative Plaintiffs and 3 additional class representatives.

VII. SETTLEMENT APPROVAL PROCESS, OBJECTIONS AND OPT-OUTS

A. Co-Operation and Best Efforts

The Parties shall use their best efforts to effectuate the settlement set forth in this Agreement as promptly as reasonably practicable after the date of execution of the Agreement, including to avoid any development that would give rise to a right on the part of either Party to withdraw from this Agreement pursuant to Section VIII and shall cooperate to promptly seek to obtain the approval of this Agreement by the Courts in both of the Proceedings and to secure the prompt, complete and final dismissal with prejudice of the Ontario Proceeding and the filing of a Declaration of Settlement out of Court in respect of the Quebec Proceeding.

B. Motions for Settlement Hearing Notice Approvals and Hearing Notices

1. Motions for Approval of Settlements Notices

As soon as practicable following the date of execution of this Agreement:

- (a) Class Counsel shall bring a motion before the Ontario Superior Court of Justice for an Order for Approval of the Settlement Hearing Notice; and
- (b) Class Counsel shall bring a motion before the Quebec Superior Court for Approval of the Settlement Hearing Notice.

2. Hearings Notices

Ford shall cause the Settlement Hearing Notices to be disseminated in accordance with the terms of the Order for Approval of the Settlement Hearing Notice issued by the Ontario Superior Court of Justice substantially in the form of Schedule “B” hereto and the Order for

Approval of Settlement Hearing Notice issued by the Quebec Superior Court substantially in the form of Schedule “C” hereto.

C. Objections

Any Class Members who intends to object to this Agreement must, by the date specified in the Approval of the Settlement Hearing Notice and recited in the Settlement Hearing Notice, provide copies of the objection to either the Claims Administrator or Class Counsel.

Any objection to this Agreement must be individually and personally signed by the Class Member (if the Class Member is represented by counsel, the objection additionally must be signed by such counsel), and must include:

- a. the objector’s full name, address and telephone number;
- b. the model, model year, and vehicle identification number of the Class Member’s Class Vehicle, along with proof that the objector has owned or leased a Class Vehicle (*i.e.*, a true copy of a vehicle title, registration, or license receipt);
- c. a written statement of all grounds for the objection accompanied by any legal support for such objection;
- d. copies of any papers, briefs, or other documents upon which the objection is based;
- e. the name, address, email address, and telephone number of all attorneys representing the objector; and
- f. a statement indicating whether the objector and/or their counsel intends to appear at the Settlement Approval Hearings, and if so, a list of all persons, if any, who will be called to testify in support of the objection.

Any Class Member who does not file a timely written objection to the Settlement and notice of his intent to appear at the Settlement Approval Hearings or who fails to otherwise

comply with the requirements of this section shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

D. Settlement Approval Motions

As soon as practical after the issuance of the Order for Approval of Settlement Hearing Notice by the Ontario Superior Court of Justice and the issuance of the Order for Approval of Settlement Hearing Notice by the Quebec Superior Court, the Plaintiffs shall present this Agreement to the Courts, along with motions certifying or authorizing each of the Proceedings as a class proceeding for settlement purposes only and requesting that the Courts issue a Settlement Approval Order in the form attached as Schedule “D” in respect of the Ontario Proceeding and Schedule “E” in respect of the Quebec Proceeding.

The Parties agree that the Proceedings shall be certified or authorized as class proceedings solely for purposes of settlement of the Proceedings and the approval of the Settlement by the Courts.

E. Opt-Out Rights / Request for Exclusion

If the Courts issue the Settlement Approval Orders, Class Members may thereafter opt-out of the Proceedings at any time during the Opt-Out Period (as defined herein and in the Approval Notices) by delivering to the Claims Administrator a written and signed election to opt-out (an “Opt-Out Notice”), before the expiration of the Opt-Out Period.

Class Members who wish to opt out must do so with respect to all Class Vehicles they own(ed) or lease(d); Class Members may not opt out with respect to some Class Vehicles and not opt out with respect to other Class Vehicles.

To be effective, the Opt-Out Notice must be sent by mail to the specified address and must:

- a. include the Class Member’s full name, address and telephone number;

- b. identify the model, model year, and vehicle identification number of the Class Member's Class Vehicle(s);
- c. specifically and unambiguously state his or her or its desire to be excluded from the Class in the Proceedings; and
- d. be individually and personally signed by the Class Member or, in the case where the Class Member is an entity as opposed to an individual, be signed by a duly authorized representative of the Class Member.

Any Class Member who fails to submit a timely and complete Opt-Out Notice to the proper address shall be subject to and bound by this Agreement and every order or judgment entered pursuant to this Agreement. Any purported Opt-Out Notice that is ambiguous or internally inconsistent with respect to the Class Member's desire to be excluded from the Class will be deemed invalid unless determined otherwise by the applicable Court.

Class members who have commenced proceedings based upon the 6.0L Engine in the Class Vehicles and failed to discontinue such proceedings by the expiration of the Opt-Out Period shall be deemed to have opted out.

The Claims Administrator shall receive purported Opt-Out Notices and will follow guidelines developed jointly by Class Counsel and Ford's counsel for determining whether they meet the requirements of an effective Opt-Out Notice. Any communications from Class Members (whether styled as an Opt-Out Notice, an objection or a comment) as to which it is not readily apparent whether the Class Member meant to exclude himself, herself or itself from the Class will be evaluated jointly by Class Counsel and Ford's counsel, who will make a good faith joint determination, if possible. Any remaining uncertainties about whether a Class Member is requesting exclusion from the Class will be resolved by the applicable Court.

The Claims Administrator shall maintain a list of all Class Members who have effectively opted-out. The Claims Administrator shall report the names and addresses to Class Counsel and to Ford's counsel within fifteen days of the expiration of the Opt-Out Period.

Any Class Member who effectively opts-out in accordance with these requirements will not be bound by any orders or judgments entered in the Proceedings, nor will the Class Member be entitled to the relief to be provided under this Agreement.

F. Approval Notices

As soon as practical after the Courts have issued the Settlement Approval Orders, the Class shall be given notice of the certification or authorization of the Proceedings as class proceedings, the issuance of the Settlement Approval Orders and the procedures for opting-out. Such Approval Notices shall be disseminated in accordance with the terms of the respective Settlement Approval Orders.

VIII. OTHER 6.0L ACTIONS

The Representative Plaintiffs agree that they shall secure the dismissal or discontinuance on a without costs basis of the proceedings relating to the 6.0L Engines in Class Vehicles commenced in Saskatchewan (*Nathan Rivait and Harley Horne v Ford Motor Company of Canada Limited and Ford Motor Company*) and in British Columbia (*Alan Marshall v Ford Motor Company and Ford Motor Company of Canada Limited*) and any other putative class actions commenced in connection with 6.0L Engines in Class Vehicles promptly following the hearing of the Settlement Approval Motions (the “Other 6.0L Actions”) and that this Settlement shall be conditional on those actions being dismissed or discontinued.

If the Representative Plaintiffs are unable to secure the dismissal or discontinuance of the Other 6.0L Actions promptly following the Settlement Approval Hearings, then Ford shall have the option of withdrawing from this Agreement and rendering it null and void or of waiving this condition and proceeding with the Settlement Approval Hearings on such terms as Ford and the Representative Plaintiffs may agree.

IX. WITHDRAWAL FROM SETTLEMENT

Either party shall have the option to withdraw from this Agreement and to render it null and void if any of the following occurs:

1. Any objection to the proposed settlement is sustained and such objection results in changes to the Agreement that the withdrawing party deems in good faith to be material (e.g., because it increases the cost of settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing party of a benefit of the Settlement);
2. The approval of the Agreement is not obtained from both of the Courts without the requirement of modification by either of the Courts and any such modification is deemed in good faith by the withdrawing party to be material (e.g., because it increases the cost of the Settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing party of a benefit of the Settlement); and
3. The entry of the approval order granted by either Court is reversed or substantially modified by an appellate Court, except that a reversal or modification of an order awarding costs to Class Counsel shall not be the basis for withdrawal.

Ford shall, in addition, have the option to withdraw from this Agreement, and to render it null and void, if Class Members collectively owning at least 500 or more Class Vehicles opt-out/exclude themselves from the Settlement.

To withdraw from the Agreement under this paragraph, the withdrawing party must provide written notice to Class Counsel or Ford's counsel, as appropriate, and to the Courts within 30 days of the Effective Date of Settlement or within 30 days of the end of the Opt-Out Period, whichever is later.

In the event either party withdraws from the Settlement, this Agreement shall be null and void, shall have no further force and effect with respect to any Party to the Proceedings, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, authorization or maintenance of any purported class action. In the event of such withdrawal, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties and shall not be deemed or construed to be an admission or concession by any Party of any fact, matter, or

proposition of law, and shall not be used in any matter for any purpose, and all Parties to the Proceedings shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Courts.

Upon withdrawal, either party may elect to bring a motion before either or both of the Courts to vacate any and all orders entered pursuant to the provisions of this Agreement. The opposite party shall not oppose any such motion.

Should this Agreement be rendered null and void for any reason whatsoever, Ford shall not be entitled to a reimbursement of any and all amounts paid for notice costs, claims administration costs, or any such other costs that were necessarily incurred prior to the Agreement being declared null and void, so long as such costs were necessary for the implementation and/or application of this Agreement.

X. RELEASE

Upon the Effective Date of the Settlement, the Representative Plaintiffs and each Class Member shall be deemed to have and, by operation of the Settlement Approval Orders, shall have released, waived and discharged the Released Parties from his, her or its Released Claims as defined above. This release will run with the vehicle if the Class Member sells the Class Vehicle.

XI. DISMISSAL / DECLARATION OF SETTLEMENT

As soon as practicable after the Effective Date of Settlement, the Parties in the Ontario Proceeding shall bring a motion to the Court to dismiss the Ontario Proceeding and the parties in the Quebec Proceeding will file a Declaration of Settlement out of Court.

XII. MISCELLANEOUS PROVISIONS

A. Due Diligence

Class Counsel has conducted significant documentary review in order to undertake a meaningful analysis of the issues relating to the terms of this Agreement with respect to both liability and appropriate damage assessments.

B. Class Certification / Authorization

The Parties agree that, for the purposes of this Settlement only, certification / authorization of the Proceedings as class proceedings is appropriate.

C. The effect of Schedules

The Schedules to this Agreement are an integral part of the Settlement and are expressly incorporated in the part of this Agreement.

D. No Admission

This Agreement is for settlement purposes only. Neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute, or be construed as, an admission of the validity of any claim or any fact alleged in the Proceedings or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Ford or any admission by Ford of any claim or allegation made in any action or proceeding against Ford. If this Agreement is terminated and becomes null and void, the class action portions of this Settlement shall have no further force and effect with respect to any Party to the Proceedings and shall not be offered in evidence or used in the Proceedings or any other proceedings. This Agreement shall not be offered or be admissible in evidence against Ford or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Information provided by Ford to the Representative Plaintiffs and Class Counsel in settlement negotiations is for settlement purposes only and shall not be used or disclosed for any other purpose whatsoever.

E. Entire Agreement

This Agreement represents the entire agreement and understanding among the Parties and supercedes all prior proposals, negotiations, agreements and understandings related to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement. No modification or waiver of any provisions of this Agreement shall in any event be effective unless the same shall be in writing and signed by the person against whom enforcement of the Agreement is sought.

F. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original against any party who has signed it, and all of which shall be deemed a single Agreement. It shall not be necessary for any counterpart to bear the signature of all Parties hereto.

G. Arm's Length Negotiation

The Parties have negotiated the terms and conditions of this Agreement at arm's length. All terms, conditions, and exhibits in their exact form are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement. Both Parties have participated in the drafting of this Agreement and it is not to be construed in favour of or against either Party.

H. Dispute Resolution

Any dispute, challenge, question or the like relating to this Agreement (other than those which this Agreement provides shall be resolved otherwise) shall be heard only by the relevant Court.

I. Continuing Jurisdiction

The Courts shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including all Class Members, for the purpose of administration and enforcement of this Agreement.

J. Motions for Directions

All motions contemplated by this Agreement shall be on notice to Class Counsel and counsel to Ford. Except to the extent provided for in this Agreement, the mechanics of the implementation and administration of the Settlement and of this Agreement shall be determined by the relevant Court(s) on motion brought by Class Counsel and/or counsel to Ford.

K. Binding Effect of Settlement Agreement

This Settlement Agreement shall be binding upon and enure to the benefit of the Parties and their Representatives, heirs, successors and assigns.

L. Nullification

In the event any one or more of the Provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions if Ford and Class Counsel, on behalf of the Parties, mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

M. Extensions of Time

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice.

N. Language

The Parties acknowledge that they have required and consented that this Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en Anglais. A French translation of this Agreement, all Schedules and Appendices attached hereto, and all notices pursuant to this Agreement, in each case for convenience only, shall be prepared (or caused to be prepared) by Ford. Such translation shall be posted on the website in respect of the Settlement and shall be provided to Class Counsel (who shall cause such translation to be made available to Class Members upon their request). In the event of any dispute as to the interpretation or application of this Agreement, only the English version shall be considered.

O. Program Claimant Confidentiality

Any personal records or other personal information provided by or regarding a Class Member pursuant to the Settlement, and the amount of any awards made under this Settlement (the "Award Information"), shall be kept confidential by the Parties and, in the case of Award Information, the recipients thereof and their respective counsel, and shall not be disclosed except (i) to appropriate persons to the extent necessary to process Claims or provide benefits under this Settlement, (ii) as otherwise expressly provided in this Agreement, (iii) as may be required by law; (iv) as may be reasonably necessary in order to enforce this Agreement or for either Party to exercise rights under this Settlement (including in any appeal of any order made in the Proceedings), or (v) to counsel, accountants and/or advisors of Class Members, at the request of such Class Members. All Class Members shall be deemed to have consented to the disclosure of these records and other information for these purposes.

P. Service or Notice

Whenever, under the terms of this Agreement, a person is required to provide service or written notice to Ford or to Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Party in writing:

As to the Representative Plaintiffs:

Jeff Orenstein
Consumer Law Group P.C.
251 Laurier Ave. West, Suite 900
Ottawa, ON K1P 5J6

Andrea Grass
Consumer Law Group Inc.
1030 rue Berri, Suite 102
Montréal, QC H2L 4C36

As to Ford:

Hugh M. DesBrisay
Blake, Cassels & Graydon LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto, ON M5L 1A9

Robert J. Torralbo
Blake, Cassels & Graydon LLP
600 de Maisonneuve Boulevard West
Suite 2200
Montréal, QC H3A 3J2

Q. Civil Code

This Agreement constitutes a transaction in accordance with Articles 2631 and following of the Civil Code of Quebec, and the Parties are hereby renouncing any errors of fact, of law and/or of calculation.

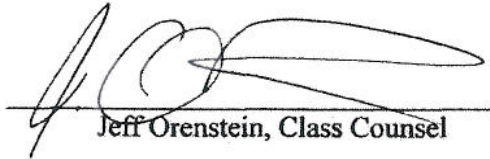
R. Authority to Execute Agreement

Each counsel or other person executing this Agreement or any of its Schedules on behalf of any Party hereto warrants that such person has the authority to do so.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized Representatives, as of February 9, 2016.

**CONSUMER LAW GROUP INC.
CONSUMER LAW GROUP P.C.**

Per:



Jeff Orenstein, Class Counsel

BLAKE, CASSELS & GRAYDON LLP

Per:



Hugh DesBrisay, Defence Counsel

SCHEDULE A

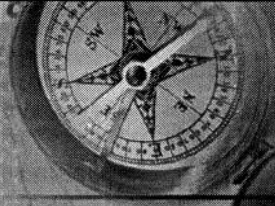
Ford of Canada's New Vehicle Limited Warranty for Class Vehicles (example)



*Ford Motor Company
of Canada, Limited*

2005 MODEL
FORD LIGHT TRUCKS
AND SUVS*

*EXCEPT LINCOLN AND FREESTAR



OWNER
INFORMATION
GUIDE

Warranty,
Maintenance and
Roadside Assistance



2005

5L3J19C218-AB

Dear New Vehicle Owner,

It is with great pleasure that we welcome you to the Ford family. We want you to enjoy all the benefits of owning your new Ford vehicle, and look forward to building a relationship with you over the years ahead.

At Ford Motor Company of Canada, Limited, we believe that to be the leading consumer automotive company, we must be absolutely committed to your total satisfaction. This belief guides the way we build our vehicles, and the way we service them for years to come. Our Ford dealers are dedicated to reaching the highest standards in customer service and technical expertise, and they use Ford-approved parts.

To help maintain the new vehicle characteristics of your Ford vehicle, we encourage you to read through this Owner Information Guide and follow its recommendations. This Guide contains:

- Your Ford New Vehicle Limited Warranty
- Your vehicle's scheduled maintenance services
- Your vehicle's Roadside Assistance package

Ford of Canada and our dealerships look forward to being at your service. We wish you peace-of-mind throughout your ownership experience. Happy Motoring!

Sincerely,



Seana Chadwick
Director, Customer Satisfaction

Ford Motor Company of Canada, Limited
The Canadian Road
Oakville, Ontario
L6J 5E4

www.ford.ca
1-800-565-3673

YOUR SATISFACTION IS OUR PRIORITY

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Warranty Coverage At-A-Glance

Warranty Coverage by Time (months) 12 24 36 48 60 72 84 96
and Distance Travelled (km) (5 years) (6 years) (7 years) (8 years)

Basic	36 months/60,000 km							
Corrosion	5 years/unlimited distance							
Direct Injection Diesel Engine	5 years/160,000 km				\$100 deductible after 36 months/60,000 km			
Safety Restraint System	5 years/80,000 km							
Emissions: Defect/Performance	36 months/60,000 km							
Certain Emissions Parts	8 years/130,000 km							
Certain Diesel Parts	5 years/160,000 km							
Escape Hybrid Unique Components	8 years/160,000 km							

This chart shows general information only. Please refer to the Warranty Section (pages 5-12) in this Owner Information Guide for detailed information regarding each of these warranty coverages.

WARRANTY INFORMATION
FOR 2005 MODEL YEAR

Your Ford New Vehicle Limited Warranty

Ford Motor Company of Canada, Limited (Ford of Canada) warrants that its authorized dealers will repair, replace or adjust those parts on 2005 Ford of Canada light trucks and SUVs, that are found to be defective in materials or workmanship made or supplied by Ford for the coverage periods described in the Warranty Section (pages 5-12) of this Owner Information Guide.

Who is Authorized to Do Warranty Repairs?

You must take your Ford vehicle to an authorized Ford dealer for warranty repairs. While any Ford dealership handling your vehicle line will provide warranty service, we recommend you return to your selling dealer who wants to ensure your continued satisfaction. Please note that certain warranty repairs require special training and/or equipment, so not all dealers are authorized to perform all warranty repairs. This means that, depending on the warranty repair needed, you may have to take your vehicle to another dealer. In certain instances, Ford may authorize that your vehicle be repaired at a repair centre other than a Ford dealer facility.

A reasonable time must be allowed to perform a repair after taking your vehicle to the dealership. Repairs will be made using Ford or Motorcraft Parts or remanufactured or other parts that are authorized by Ford.

Who Pays for Warranty Repairs?

Ford of Canada covers the cost of warranty repairs performed under the Basic, Corrosion, Safety Restraint, and Emissions Coverage during the "time and distance travelled" limits of the New Vehicle Limited Warranty. Please note that coverage does not include the Direct Injection Diesel Engine deductible after 36 months or 60,000 km (whichever occurs first).

Parts replaced under the New Vehicle Limited Warranty receive the greater of: (i) a 3 month or 5000 km (whichever occurs first) warranty or (ii) the balance of the New Vehicle Limited Warranty, and such warranty shall be subject to the terms and conditions of the New Vehicle Limited Warranty.

Federal or provincial governments may require an environmental or disposal tax (levy) on all or a portion of a warranty repair. Where federal or provincial law requires, this tax (levy) must be paid by you, the owner of the vehicle.

When Does the Warranty Begin?

The warranty begins on the original retail delivery date, or on the date of first use (whichever occurs first). This is the "original warranty start date".

What is Covered?**Basic Coverage**

Under your New Vehicle Limited Warranty, Basic Coverage begins at the original warranty start date and lasts for 36 months or 60,000 km (whichever occurs first). The complete vehicle is covered under this Basic Coverage, except components listed under the following warranties in this Owner Information Guide, and those items listed under *What Is Not Covered Under this New Vehicle Limited Warranty?* on pages 8-10.

Escape Hybrid Unique Component Coverage

Under your New Vehicle Limited Warranty, the following components are covered against defects in factory-supplied material or workmanship for 8 years or 160,000 km, whichever occurs first:

- High voltage battery • DC/DC converter
- Electronically controlled continuously variable transmission

Roadside Assistance 1-800-665-2006

Your vehicle is eligible, within Canada or the United States, for the Ford Roadside Assistance Program. This Program is separate from the New Vehicle Limited Warranty, but the coverage is concurrent with the 36 months or 60,000 km Basic Coverage period.

Towing required because of a warrantable failure beyond the Basic Coverage is covered under the applicable warranty.

Please refer to the *Ford Roadside Assistance Club* section of this Owner Information Guide for complete details (pages 31-32).

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the original warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials and workmanship. The length of the coverage depends on the type of corrosion damage:

- If corrosion causes perforations (holes) in the body sheet metal panels, the coverage extends for 5 years/unlimited distance.
- If corrosion does not cause perforations (holes), and is not the result of vehicle usage and/or airborne materials, the Corrosion Coverage is 36 months or 60,000 km (whichever occurs first).

If your vehicle is damaged due to airborne materials (environmental fallout) where there is no defect in factory-supplied materials or workmanship and therefore no applicable Ford of Canada warranty, Ford of Canada will still cover paint damage due to airborne materials (environmental fallout) for 12 months or 20,000 km (whichever occurs first). See "Damage Caused by Use and/or the Environment", page 9.

6.0 L Direct Injection Diesel Engine Coverage

The New Vehicle Limited Warranty covers certain Direct Injection Diesel Engine components against defects in factory-supplied materials or workmanship for 5 years or 160,000 km (whichever occurs first). A \$100 deductible per repair visit applies after the Basic Coverage period has expired (36 months or 60,000 km – whichever occurs first).

Covered components: cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel pump and fuel system (excluding fuel lines and fuel tank), high pressure lines, gaskets and seals, glow plugs, turbocharger, powertrain control module, electronic driver unit, injector driver module, injectors, injection pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor, and accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties with no deductible. See pages 6-8 for more information.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, safety belts and air bag Supplemental Restraint Systems (SRS) are covered against defects in factory-supplied materials or workmanship. Safety Restraint System Coverage begins on the original warranty start date and lasts for 5 years or 80,000 km (whichever occurs first).

Emissions Control Systems Coverage

The Emissions Control System is covered by two warranties: the Emissions Defects Warranty and the Emissions Performance Warranty.

Emissions Defects Warranty Coverage

Under the Emissions Defects Warranty, Ford provides coverage for emissions related defects for 36 months or 60,000 km (whichever occurs first) for vehicles if certified to light duty emissions; or 5 years or 80,000 km (whichever occurs first) for heavy duty vehicles over 3,856 kg or (8,500 lb). During this coverage period, Ford warrants that:

- Your vehicle or engine is designed, built and equipped to meet the applicable emissions standards prescribed by law - at the time it was sold.
- Your vehicle or engine is free from defects in factory-supplied materials and or workmanship that could prevent it from conforming with those applicable emissions standards.
- You will not be charged for repair, replacement or adjustment of defective emissions-related parts listed under "What Parts are Covered by the Emissions Warranties?" on page 7.

NOTE: Vehicles certified to light duty emissions will have a hood label that reads "vehicle emissions controls informations" instead of important engine information.

WARRANTY INFORMATION
FOR 2005 MODEL YEAR

Emissions Performance Warranty Coverage

Under the Emissions Performance Warranty Coverage, Ford will repair, replace or adjust – with no charge for labour, diagnosis, or parts – any emissions control device or system:

- If you have maintained and operated your vehicle according to the instructions on proper care in this Owner Information Guide and your Owner's Guide;
- If your vehicle fails to conform during the warranty coverage period of 36 months or 60,000 km (whichever occurs first) for vehicles certified to light duty emissions*, or 5 years or 80,000 km (whichever occurs first) for heavy duty vehicles over 3,856 kg or (8,500 lb); to the applicable emissions standards;
- If you are subject to a penalty or sanction under local, provincial, or federal law because your vehicle has failed to conform to the applicable emissions standards. (A penalty or sanction can include being denied the right to use your vehicle); and
- If your vehicle has not been tampered with, misused, or abused.

Parts Covered by the Emissions Defect and Performance Warranties

Air Flow Sensor; Air/Fuel Feedback Control System and Sensors; Air Induction System; Altitude Compensation System; Catalytic Converter; Cold Start Enrichment System; Cold Start Fuel Injector (1); Controls for Deceleration; Electronic Engine Control Sensors and Switches; Electronic Ignition System; Evaporative Emissions Control System; Exhaust Gas Recirculation (EGR) System; Exhaust Heat Control Valve; Exhaust Manifold; Exhaust Pipe (Manifold to Catalyst); Fuel Filler Cap and Neck Restrictor; Fuel Injection System; Fuel Injector Supply Manifold; Fuel Sensor (1); Fuel Tank (non diesel only); Fuel Tank Pressure Control Valve (1); Idle Air Bypass Valve; Ignition Coil and/or Control Module; Intake Manifold; Intercooler Assembly - Engine Charger; Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System; PCV System and Oil Filler Cap; Powertrain Control Module (PCM); Secondary Air Injection System; Spark Control Components; Spark Plugs and Ignition Wires;

Synchronizer Assembly; Throttle Body Assembly (MFI); Turbocharger Assembly; Transmission Control Module.

(1) Flex fuel only

Also covered by the two Emissions Warranties are all emissions related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, gasoline fuel lines, and wiring harnesses that are used with components on the list of parts, above.

Parts that should be replaced on a recommended maintenance schedule remain under warranty until:

- (A) The first replacement time that is specified in your Owner's Guide and this Owner Information Guide; or
- (B) The "time and distance travelled" limits of the Defect and Performance Warranties (whichever occurs first).

Emissions Defect/Performance Warranty:**Additional Parts Covered**

Ford also provides the following coverages for emissions related defects for the parts listed below including labour and diagnosis.

Vehicles certified to light duty emissions: 8 years or 130,000 km (whichever occurs first): Catalytic Converter, Powertrain Control Module, On-Board Emissions Diagnostic Device, Electronic Emission Control Unit, Transmission Control Module

Diesel Engine Vehicles over 3856 kg (8,500 lb): 5 years or 160,000 km (whichever occurs first): Air Flow Sensor, Air Fuel Feedback Control System and Sensors, Cold Start Enrichment System, Electronic Engine Control Sensors and Switches, Exhaust Gas Recirculation (EGR) System, Exhaust Manifold, Fuel Injector System, Intercooler Assembly, Engine Charger, Powertrain Control Module (PCM), Turbocharger Assembly.

NOTE: Vehicles certified to light duty emissions will have a hood label that reads 'vehicle emissions controls informations' instead of important engine information.

Tire Warranty

Two separate warranties apply to the tires on your new vehicle. The New Vehicle Limited Warranty provides coverage for tire repairs, replacements or adjustments due to defects in factory-supplied materials or workmanship during the Basic Coverage period of 36 months or 60,000 km, or until the tires require normal replacement, whichever occurs first.

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Basic Coverage terms or period. You will find the manufacturer's tire warranty with the owner literature supplied with your new vehicle.

Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model even if still available.

Warranty Coverage for Specified Components

The following: brake lining, clutch disc, wiper blades, windshields, wheel balance and alignment are covered against defects in factory-supplied materials or workmanship for 12 months or 20,000 km (whichever occurs first).

Ford Accessories Coverage

Ford of Canada will repair or replace any Ford accessory that is properly installed by an authorized dealer and found to be defective in factory-supplied materials or workmanship during the warranty period, as well as any component damaged by the defective accessory. The accessory will be warranted for the greater of the following:

- 12 months or 20,000 km (whichever occurs first); or
- The remainder of your New Vehicle Limited Warranty.

This means that Ford Accessories purchased along with your new vehicle and installed by the dealer are covered for the full length of your New Vehicle Limited Warranty – 36 months or 60,000 km (whichever occurs first).

What is Not Covered Under this New Vehicle Limited Warranty?

Damage Caused by Accident, Misuse or Alteration

Examples of items not covered are:

- Accident collision, fire, theft, freezing, vandalism, riot, floods, explosion, dismantling, or objects striking the vehicle including driving through a car wash
 - Misusing the vehicle, such as driving over curbs, overloading, racing, or using the vehicle as a stationary power source
 - Alterations, modifications or reconstruction of the vehicle, including the body, chassis, or any other component after the vehicle leaves the control of Ford of Canada
 - Alterations or modifications to allow the use of alternate fuels after the vehicle leaves the control of Ford of Canada
 - Rebuilding the vehicle after it has suffered such extensive collision damage in an accident that it was junked, written-off or deemed to be written-off, even if the rebuilt vehicle uses undamaged parts and components from the written-off vehicle
 - Tampering with the vehicle, including tampering with the emissions systems or with other parts that affect these systems (for example, exhaust and intake systems)
 - Contaminated or improper fuel/fluids
 - Customer-applied chemicals or accidental spills
 - Driving through water deep enough to cause water to be ingested into the engine or battery
 - Non-Ford parts installed after the vehicle leaves Ford of Canada's control and causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, remote starting systems and performance-enhancing powertrain components
 - Improper vehicle storage (refer to your Owner's Guide for required storage procedures necessary to protect the high-voltage battery)
- NOTE:** Warranty coverage will be invalidated on parts affected by such damage.

WARRANTY INFORMATION
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Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust and deterioration of paint, trim, upholstery and other appearance items that result from use and/or exposure to the elements.

Examples are:

- Stone Chips and Scratches (e.g. on paint and glass)
- Dings/Dents
- Lightning and Hail
- Earthquake
- Cuts, Burns, Punctures or Tears
- Bird and Bee Droppings
- Road Salt and Tree Sap
- Windstorm
- Water or Flood

Damage Caused by Improper Maintenance

The New Vehicle Limited Warranty does not cover damage caused by failure to maintain the vehicle, improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids.

In fact, failure to perform maintenance as specified in your Owner's Guide and this Owner Information Guide will invalidate warranty coverage on parts affected by improper maintenance.

Please consult your Owner's Guide for correct fluid specifications and levels, and read the Scheduled Maintenance Services Section of this Owner Information Guide (pages 15-17), for instructions on proper maintenance of your vehicle.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover parts and labour needed to maintain your vehicle and replacement of parts due to normal wear and tear (except for items listed under *Some Maintenance and Wear Items Have Limited Coverage*). You, as the owner, are responsible for these items. Here are examples:

- Oil Changes
- Cleaning/Polishing
- Engine Tune-ups
- Oil/Air Filters
- Tire Rotations
- Oils, Lubricants, Other Fluids

Some Maintenance and Wear Items Have Limited Coverage

Ford of Canada dealers will replace the following maintenance and wear items for 12 months or 20,000 km (whichever occurs first) if required due to failure caused by normal wear and tear:

- Brake pads and linings
- Clutch disc
- Wiper Blades

Other Items/Conditions Not Covered by this Warranty

Examples of other items that are not covered are:

- Non-Ford parts of your vehicle that are installed by body builders or manufacturers other than Ford; or damage to Ford components caused by installation of non-Ford parts
- Disconnecting or altering the odometer, or where the actual distance travelled cannot be determined due to the odometer being inoperative for an extended period of time (this will void the New Vehicle Limited Warranty)
- Vehicles currently or previously titled as "dismantled", "fire", "flood", "junk", "reconstructed", "totalled", or "salvaged" (this will void the New Vehicle Limited Warranty)
- Vehicles determined to be a "total loss" by an insurance company (this will void the New Vehicle Limited Warranty)
- Converted ambulances that are not equipped with the Ford Ambulance Prep Package*
- High-voltage battery replacement due to improper vehicle storage. Refer to the Owner's Guide for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time

Important Information on Ambulance Conversions:

Ford vehicles are suitable for producing ambulances only if equipped with the Ford Ambulance Prep Package. In addition, Ford urges ambulance manufacturers to follow the recommendations of the "Ford Incomplete Vehicle Manual" and the "Ford Truck Body Builder's Layout Book" (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance voids the Ford New Vehicle Limited Warranty and may void the Emissions Control Systems Coverage under this warranty. Vehicles used as ambulances without the Ford Ambulance Prep Package could experience elevated underbody temperature, fuel overpressurization and the risk of fuel expulsion and fires. Whether the vehicle is equipped with the Ford Ambulance Prep Package may be determined by inspecting the Information plate on the driver's rear door pillar. Whether the ambulance manufacturer has followed Ford's recommendations can be determined by contacting your vehicle's ambulance manufacturer.

Important Information on Limousine Conversions:

Ford of Canada authorizes only authorized Qualified Vehicle Modifiers (QVM's) of limousines to perform Ford Excursion limousine conversions using the XLT package with a 6.8L engine and 4:30 axle (XC3). In addition, the Excursion limousine must have the brake hydro-boost and tire upgrade. Only Pirelli 265/75R16 E or Goodyear 235/85R16 E tires may be used. 2004-model year and later Excursions must have the 800A Limousine Package Option. The wheelbase on Ford Excursions modified into limousines cannot exceed the maximum extension of 140 inches beyond the standard wheelbase of 277.1 inches total. In addition, the conversion fully loaded must not exceed a total Gross Vehicle Weight Rating (GVWR) of 11,000 pounds. If the Excursion limousine has not been modified by an authorized QVM and/or stretched 140 inches beyond the standard wheelbase, or has a GVWR of over 11,000 pounds, then the New Vehicle Limited Warranty is voided and any Ford Extended Service Plan (ESP) contract is voided. In addition, applicable Emissions Warranty may also be voided, and the vehicle modifier may be considered the vehicle "manufacturer" for Emissions Warranty coverage purposes (including responsibilities for Emissions Warranty, recall and in-use compliance).

Not Covered Under the Tire Warranty:

Normal wear and/or worn-out tires are not covered by the New Vehicle Limited Warranty.

Other examples of items not covered are:

- Road hazard damage including cuts, snags, bruises, bulges and impact breaks (due to potholes and curbs or other road hazards).
- Damage caused by a puncture or tire repair.
- Damage from improper inflation or alignment, tire chains, racing, spinning (e.g. when stuck in snow or mud), and improper mounting or dismounting.
- Tire vibration or ride harshness is not covered beyond 12 months or 20,000km unless caused by a defect in factory supplied materials or workmanship.

What is Not Covered Under the Emissions Warranties?

Ford will deny you warranty coverage if your vehicle or part has failed because you:

- Abused or neglected it
- Did not maintain it properly
- Added unapproved modifications
- Used improper fuel/fluids
- Experienced any item included in "What is Not Covered Under this New Vehicle Limited Warranty?"

New Vehicle Warranty Limitations

The foregoing coverage described in the New Vehicle Limited Warranty are the only express warranties on the part of Ford of Canada and the selling dealer. You may have other rights which may vary by province.

The foregoing express warranties are in substitution for and exclude all other liabilities of any kind whether arising under statute, in short, by implication of law or otherwise including, to the full extent as may be allowed by law, liability for any other representations respecting the vehicle, statutory warranties or implied warranties or conditions as to its merchantability or fitness.

Any implied warranty or condition as to merchantability or fitness is limited to the applicable warranty duration period as specified herein.

WARRANTY INFORMATION
FOR 2005 MODEL YEAR

**WARRANTY INFORMATION
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In no event shall Ford of Canada or the selling dealer be liable for the loss of or damage to the vehicle or its parts, loss of use of the vehicle, loss of time, inconvenience, commercial loss, or special consequential or other damages, or on any other claims relating to or arising from any defect in factory materials or workmanship found except as provided for herein.

The above provisions do not preclude the operation of any applicable provincial statute which in certain circumstances may not allow some of the limitations and exclusions described in these warranty coverage.

In the province of Saskatchewan the duration of the applicable statutory warranties of that province shall be concurrent with and not consecutive to the duration of the foregoing coverage of this Ford of Canada New Vehicle Limited Warranty.

Inspect Your New Vehicle Carefully

Defects or damage to paint, sheet metal or other appearance items may occur during assembly or when the vehicle is in transit to the dealer. Normally, these defects are noted and corrected at the factory or by your dealer during new vehicle inspection. Paint, sheet metal or appearance defects present at the time your vehicle is delivered to you are covered by this warranty. For your protection, we suggest that if you do find any such defects, you notify your dealer within one week of the vehicle's delivery to you, as normal deterioration due to use and exposure is not covered by this warranty.

Defects vs. Damage

Please note the distinction between "defects" and "damage" as used in the warranty. Defects are covered because we, the manufacturer, are responsible. This includes defects in Ford-supplied parts used in making warranty repairs as well as in the original parts of the vehicle. On the other hand, we have no control over damage caused by such things as collision, misuse and lack of maintenance. Therefore, **damage is not covered under this warranty.**

Take Care of Your Vehicle and It Will Take Care of You!

Proper maintenance protects you from major repair expense resulting from neglect or inadequate maintenance, and it may even help increase the resale value of your vehicle.

Your Ford dealership has factory-trained technicians who can perform the required maintenance using Ford-approved parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Scheduled Maintenance Services section of this Owner Information Guide (pages 15-17) will invalidate warranty coverage on parts affected by improper maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered on pages 18-30.

Does the New Vehicle Limited Warranty Apply to Your Vehicle?

Warranty Applies

The New Vehicle Limited Warranty described in this booklet applies to your vehicle if:

- It was originally sold or leased by a Ford of Canada dealer; and
- Is registered/licensed and operated in Canada or the United States.

Warranty Does Not Apply

Ford of Canada will void all of the New Vehicle Limited Warranty described in this booklet, if the vehicle was originally purchased in Canada and at any time:

- Is registered/licensed for use in countries other than Canada or the United States.

Taking Your Vehicle on a Trip?

If you travel with this vehicle outside of Canada or the United States, you may have to pay a servicing Ford dealer in a foreign country for a repair that could be covered under this New Vehicle Limited Warranty. If this occurs, you should present the paid repair order/invoice to a Ford of Canada dealer for refund consideration.

If You Are a Subsequent Ford Owner...

If you are a subsequent Ford owner and the New Vehicle Limited Warranty has not yet expired, you are entitled to the unexpired portion of the warranty. Please send us the completed Owner Information Change Card found at the centre of this Owner Information Guide (postage paid).

The benefits of the Ford Roadside Assistance Program are transferred (within the Basic Coverage period of 36 months or 60,000 km – whichever occurs first), at no charge to you.

Need Assistance? We're Here to Help You...

Your satisfaction is important to Ford of Canada and to your dealer. Normally, matters concerning your vehicle will be resolved by your dealer's sales or service department.

Ford recommends that you do the following:

Talk with your dealer's sales manager or service manager. If the matter is not resolved to your satisfaction, consider discussing the matter with the owner or general manager of the dealership.

If you still feel your concern was not fully addressed or you did not understand the explanations given for your questions, contact Ford of Canada's Customer Relationship Centre at (toll free) 1-800-565-3673 (FORD) or through our web site at www.ford.ca.

The Centre's hours are as follows:

Mon. – Fri. 8:00 a.m. – 8:00 p.m.;
Sat. 9:00 a.m. – 6:00 p.m. (EST)

Mediation/Arbitration Program (for Canada only)

If you feel that the efforts by Ford and the dealer to resolve a factory-related vehicle service concern have been unsatisfactory, Ford of Canada participates in an impartial third-party mediation/arbitration program administered by the *Canadian Motor Vehicle Arbitration Plan* (CAMVAP).

The CAMVAP program is a straightforward and relatively speedy alternative to resolve a disagreement when all other efforts to produce a settlement have failed. This procedure is without cost to you and is designed to eliminate the need for lengthy and expensive legal proceedings.

In the CAMVAP program, impartial third-party arbitrators conduct hearings at mutually convenient times and places in an informal environment. These impartial arbitrators review the positions of the parties, make decisions and, where appropriate, render awards to resolve disputes. CAMVAP decisions are fast, fair and final as the arbitrator's award is binding on both you and Ford of Canada.

The CAMVAP services are available in all Canadian territories and provinces. For more information, without charge or obligation, call your CAMVAP provincial administrator directly at 1-800-207-0685.

WARRANTY INFORMATION
FOR 2005 MODEL YEAR

Log on to www.ford.ca

The Ford of Canada web site contains information for you, the new vehicle owner. On www.ford.ca you can download printed material, contact us via e-mail, locate your nearest dealer, and so much more! These are just some of the ways www.ford.ca can be a great resource tool for you.

Ford Extended Service Plan

You can get more protection for your vehicle by purchasing a Ford Extended Service Plan (ESP). Ford ESP is the only service contract backed by Ford of Canada. Depending on the plan you purchase, Ford ESP provides benefits such as:

- Reimbursement for rentals
- Coverage for certain maintenance and wear items
- Protection against repair costs after your New Vehicle Limited Warranty Coverage expires
- Roadside Assistance benefits after your Basic Warranty Coverage expires

You may purchase Ford ESP from any participating Ford of Canada dealer. There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental.

When you purchase Ford ESP, you receive peace-of-mind protection throughout Canada and the United States, provided by a network of more than 5,000 Ford dealers!

NOTE: Repairs performed outside of Canada and the United States are not eligible for Ford ESP coverage. This information is subject to change. Be sure to ask your dealer for complete details about Ford ESP coverage.

Driving Habits Make a Difference — To You and to the Environment



(Source: The AutoSmart Guide on-line at www.oee.nrcan.gc.ca/vehicles, Natural Resources Canada)

At Ford of Canada, we're dedicated to protecting the environment and we want to make it easy for you to participate. Below are environmentally-conscious driving tips we encourage you to consider.

A Poorly-Tuned Engine Can Increase Fuel Consumption

By properly maintaining your vehicle and following the Scheduled Maintenance Services in this Owner Information Guide (pages 15-17), you can maximize fuel efficiency. *Driving a poorly-tuned engine can increase fuel consumption by 15% to more than 50%.* With a well-tuned engine, you'll also minimize engine wear and tear.

Avoid Unnecessary Idling

No matter how efficient your vehicle, idling consumes fuel. *Ten seconds of idling uses up more fuel than restarting your engine.* Turn off the ignition if you are waiting for someone.

Don't Rest Your Left Foot on the Brake Pedal While Driving

Doing so increases the temperature of the brake components, thus reducing their efficiency. It also reduces the life of the brake linings and causes the engine to work harder than necessary. It's also a safety hazard because it keeps the brake lights on continuously.

Lose the Excess Weight

Heavy bags of sand and salt in the back of your vehicle serve no useful purpose in spring, summer, and fall. Extra weight means wasted fuel and money.

Slow Down

Maintain posted highway speeds. Tests show that most vehicles use about 10% less fuel when driven at 90 km/h instead of 100 km/h. And if you drive at 110 km/h rather than 90 km/h, you'll increase fuel consumption by about 20%!

Accelerate Smoothly When Passing Other Vehicles or Merging With Faster Traffic

Anticipate traffic ahead of you so you can adjust your speed to changes in traffic flow. This defensive driving technique gives a smoother, safer ride and is very fuel efficient.

Underinflated Tires Can Increase Your Fuel Consumption by 5%

Purchase a good quality air-pressure gauge and check the inflation pressure of your tires once a month. Underinflated tires wear out faster, waste fuel, and are unsafe. Keep your tires inflated to the pressure specified by the vehicle manufacturer.

Are You Doing "Jackrabbit" Starts?

Abrupt, aggressive starts are hard on the tires, guzzle gas, and do not get you to your destination noticeably faster. Also, try to anticipate stops. Avoiding abrupt stops will save gas and reduce wear on tires and brakes.

Winter Driving Can Increase Fuel Consumption by 50%

One of the most important environmental factors affecting fuel consumption is temperature. At -20° C, for example, the average engine needs at least five kilometres of driving to fully warm up. How can you use less fuel when driving in winter? Your vehicle is equipped with a block heater – this device warms the coolant, which in turn, warms the engine block and oil. Use a timer to switch on your block heater one or two hours before you plan to drive. A warm engine means easier starting, fewer emissions, and less need for idling. Snow tires save fuel in the winter by giving better traction on snow and ice. Remove as much snow and ice as possible from your vehicle before you drive. You'll get better fuel economy and maximum visibility.

To obtain a free publication of *The AutoSmart Guide*, call Natural Resources Canada at 1-800-387-2000 or visit their web site at www.oeenrcan.gc.ca/vehicles.

IMPORTANT OWNER INFORMATION
FOR 2005 MODEL YEAR

QualityCare[™]

AUTO SERVICE

An Investment in Your Ownership Satisfaction

With Ford Quality Care Auto Service, you can trust your vehicle gets the treatment it needs from the people who know it best. Our technicians and service advisors have the company training, the precision diagnostic equipment and the company authorized parts to help keep your vehicle running in top condition. Quality Care Auto Service helps to protect your investment, maintain your warranty, and maximize the resale value of your vehicle. Don't take chances by taking your vehicle anywhere other than your authorized Ford dealer.

Protecting Your Investment

- The required **Scheduled Maintenance Services** listed in this Owner Information Guide are essential to the proper operation, safety and performance of your Ford vehicle.
- It is your responsibility to make sure that all the scheduled maintenance is performed and that the materials used meet Ford engineering specifications.
- This Owner Information Guide contains a **Scheduled Maintenance Validation Record** (pages 18-30). It should be signed by dealership service personnel to validate each maintenance service as it is completed. Be sure receipts for completed maintenance are kept with the vehicle and confirmation of the work performed is always recorded in this Owner Information Guide.
- We recommend that you also perform the **Owner Maintenance Checks** listed in this Owner Information Guide (page 17). These services are matters of day-to-day care that are also important to the proper operation of your vehicle.

Which Maintenance Schedule is Right for You?

The normal maintenance schedule of 6 months or 10,000 km applies to those who operate their vehicle under typical, everyday driving conditions. The listed services should be performed at specified distance or time intervals.

Items listed in "Special Operating Conditions" and "Additional Maintenance Requirements for Specific Vehicle Types" are services that only the noted vehicles and situations require.

Special Operating Conditions

If you primarily operate your vehicle in any of the more demanding "Special Operating Conditions" listed below, perform oil and filter changes every **3 months or 5,000 km** and automatic transmission fluid every **30 months or 50,000 km**, replace fuel filter every **20,000 km**, replace spark plugs and PCV, if serviceable, every **100,000 km**, transfer case fluid every **100,000 km**, and rear axle fluid every **100,000 km** (450, 550). If you only occasionally operate your vehicle in these conditions, it is not necessary to perform the additional maintenance.

- You tow a trailer or use a camper or car-top carrier.
- Most trips include extensive idling (such as frequent driving in stop and go traffic).
- Carrying heavy loads.
- The vehicle is used for delivery service, police, taxi or other commercial application.
- You operate in dusty conditions such as unpaved or dusty roads.
- You operate the vehicle off-road in water that is deeper than the hubs (1/2 wheel height) or in extremely muddy conditions. Affected components must be serviced daily.
- The vehicle is used in a stationary manner (industrial application or continuous idling situation) while the engine is running for long periods. You should change your oil and filter every 200 engine hours or every 5,000 km. (It will be necessary to approximate idle time on vehicles not equipped with hourmeters.)
- Varied driving habits, dust and road conditions require more frequent replacement or service of wear components than the time and distance intervals shown in this publication.

Additional Maintenance Requirements

4x4 Vehicles

- Lubricate transfer case shift lever pivot bolt and control rod connecting pins every 20,000 km
- Replace transfer case fluid every 250,000 km
- Lubricate front axle RH axle shaft slip yoke every 50,000 km
- Inspect and lubricate spindle needle bearings every 50,000 km (if serviceable)
- Inspect and lubricate hub locks every 50,000 km (on Excursion)
- Replace front axle lubricant every 250,000 km
- Inspect and lubricate 4x4 axle u-joints every 20,000 km

Super Duty, F-Super Duty

- Replace rear axle lubricant every 250,000 km (450, 550)
- Replace manual transmission fluid every 100,000 km
- Retorque dual rear wheels after 160 km of service, then 800 km later; repeat sequence after any rear wheel removal or tire rotation

E-550/Motorhome/Recreational/Ambulance

- Replace brake fluid every two years

Alternative Fuel Vehicles (Natural Gas Vehicles [NGV], Propane)

- For NGV and propane vehicles, drain coalescer and replace O-ring seal and fuel filter every 50,000 km
- Inspect NGV fuel tank every 3 years from the date of tank manufacture, at Ford approved gaseous fuel dealers
- Inspect propane fuel tank every 5 years from the vehicle build date, at Ford approved gaseous fuel dealers
- Replace NGV tanks every 15 years from the date of tank manufacture
- Clean Injectors every 100,000 km

Flex Fuel Vehicles

- If using E-85 fuel more than 50% of the time, change engine oil every 3 months or 5,000 km (whichever occurs first) and replace spark plugs at 100,000 km

Off-Road Use (Every 20,000 km)

- Inspect and lubricate hub locks (Excursion)
- Inspect and lubricate automatic transmission, transfer case and clutch linkages
- Check spring U-bolt torque
- Inspect the differential vent hose
- Check axle fluid for water contamination
- Repack front wheel bearings and hubs, where serviceable
- Lubricate spindle needle bearings (4x4)
- Brake inspection
- Thoroughly clean underbody as required

Vehicle Maintenance Monitor

If your vehicle is equipped with a Vehicle Maintenance Monitor (VMM), change oil and filter when indicated by the VMM, but do not go beyond 6 months.

Escape Hybrid

- Refer to Owner's Guide for scheduled maintenance requirements

6.0 L Diesel Engine

- Refer to 6.0 L Power Stroke Direct Injection Turbo Diesel Owner's Guide for scheduled maintenance requirements

**SCHEDULED MAINTENANCE SERVICES
FOR 2005 MODEL YEAR**

Normal Axle and Power Take-Off Maintenance

Rear axles and power take-off (PTO) units containing synthetic lubricant and light duty trucks equipped with Ford-designed axles are lubricated for life. These lubricants are not to be changed unless service is required or the axle assembly has been submerged in water.

Owner Maintenance Checks ✓

Certain basic maintenance checks and inspections should be performed by the owner or a service technician at the intervals indicated. Service information and supporting specifications are provided in your Owner's Guide.

Any adverse condition should be brought to the attention of your dealer as soon as possible for the proper service advice. The owner maintenance service checks are generally not covered by warranties so you may be charged for labour, parts or lubricants used.

When you stop for fuel:

- Check engine oil level
- View level of windshield washer fluid in reservoir
- View level of coolant fluid in reservoir
- Look for low or underinflated tires

At least monthly:

- Check function of all interior and exterior lights
- Check tires for wear and proper air pressure
- Check engine oil fluid level
- Check windshield washer solvent fluid level
- Check and drain fuel/water separator (diesel vehicle)

At least twice a year (every spring and fall):

- Check lap/shoulder belts and seat latches for wear and function
- Check air pressure in spare tire
- Check power steering fluid level
- Check washer spray, wiper operation, and clean all wiper blades
- Check parking brake for proper operation
- Check and lubricate all hinges, latches and outside locks
- Check and lubricate door rubber weatherstrips
- Check and clean body and door drain holes
- Check safety warning lamps (brake, ABS, air bag, safety belt) for operation
- Check cooling system fluid level and coolant strength
- Check battery water level (non-maintenance free)
- Check battery connections and clean if necessary
- Check clutch fluid level, if equipped
- Check spare tire attachment and tighten securely

Check the Web for Additional Information

To learn more about the importance of routine and dealer-performed maintenance on your vehicle, please visit the Ford of Canada web site at www.ford.ca.

Note: The scheduled maintenance services are subject to change without notice.

QualityCare™
 Auto Service

SCHEDULED MAINTENANCE VALIDATION RECORD FOR 2005 MODEL YEAR

PRE DELIVERY INSPECTION

A 49-point inspection has been performed in accordance with the service record for this vehicle, shop manual procedures and applicable dealer instructions.

Date ____/____/____

km ____

Dealer Code ____

First Appt. Date ____/____/____

Sales Consultant

MULTI-POINT INSPECTION

• Check and top up fluid levels:

- | | |
|-------------------------------------|---------------------|
| ✓ brake | ✓ power steering |
| ✓ clutch reservoir | ✓ window washer |
| ✓ coolant recovery reservoir | ✓ 4X4 transfer case |
| ✓ manual and automatic transmission | ✓ front drive axle |

- Inspect tires for wear and air pressure, including spare
- Check exhaust system for leaks, damage, loose parts and foreign material
- Check battery performance
- Check operation of horn, exterior lamps, turn signals and hazard warning lights
- Check radiator, coolers, heater and air conditioning hoses for debris, leaks or loose items
- Check windshield washer spray and wiper operation
- Inspect accessory drive belts for proper tension, cracking, chunking
- Inspect air cleaner filter
- Inspect half shaft dust boots, if equipped
- Check and lubricate steering, suspension, ball joints, drive shaft U-joints and slip yoke (if serviceable)

Based on your operating conditions, your Ford of Canada vehicle requires regularly scheduled maintenance at the time and distance (whichever occurs first) indicated on the following interval charts.

3 months/5,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price ____

Service Date ____/____/____

km ____

Dealer Code ____

R.O. # ____

Auth. Signature ____

*Special Operating Conditions,
see pages 15-16

6 months/10,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate

2

Appt. Date ____/____/____

Price ____

Service Date ____/____/____

km ____

Dealer Code ____

R.O. # ____

Auth. Signature ____

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SCHEDULED MAINTENANCE VALIDATION RECORD **FOR 2005 MODEL YEAR**

QualityCare
Auto Service

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

9 months/15,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

12 months/20,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Inspect wheels for end play or noise
- *Brake system: may require servicing based on wear, damage or operation

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

15 months/25,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

18 months/30,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate

2

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

QualityCare
 Auto Service

SCHEDULED MAINTENANCE VALIDATION RECORD FOR 2005 MODEL YEAR

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

21 months/35,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point inspection

1

 *Special Operating Conditions,
 see pages 15-16

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

24 months/40,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point inspection
- Inspect tires for wear and rotate
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Inspect wheels for end play or noise

*Brake system: may require servicing based on wear, damage or operation

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

27 months/45,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point inspection

1

 *Special Operating Conditions,
 see pages 15-16

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

30 months/50,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point inspection
- Inspect tires for wear and rotate
- Replace engine air filter
- Replace engine crank case filter
- Inspect/adjust 4X2 wheel bearings for end play (if serviceable)
- Inspect and lubricate hub locks (4x4 Excursion only)
- Replace fuel filter
- Automatic transmission/transaxle service**

**Required only on 4R100/5R110W transmissions. All others, see Special Operating Conditions on pages 15-16.

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

20

SCHEDULED MAINTENANCE VALIDATION RECORD FOR 2005 MODEL YEAR

QualityCare
Auto Service

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

33 months/55,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

36 months/60,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Inspect wheels for end play or noise

*Brake system: may require servicing based on wear, damage or operation

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

39 months/65,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

42 months/70,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate

2

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

QualityCare
 Auto Service

**SCHEDULED MAINTENANCE VALIDATION RECORD
 FOR 2005 MODEL YEAR**

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

45 months/75,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

 *Special Operating Conditions,
 see pages 15-16

48 months/80,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point inspection
- Inspect tires for wear and rotate
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Inspect wheels for end play or noise

 *Brake system: may require servicing
 based on wear, damage or operation

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

51 months/85,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

 *Special Operating Conditions,
 see pages 15-16

54 months/90,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point inspection
- Inspect tires for wear and rotate

2

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

2.2

SCHEDULED MAINTENANCE VALIDATION RECORD **FOR 2005 MODEL YEAR**

QualityCare™
 Auto Service

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

57 months/95,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions, see pages 15-16

63 months/105,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions, see pages 15-16

60 months/100,000 km SERVICE - Required

- Change engine oil and replace oil filter
- Inspect tires for wear and rotate
- Multi-point Inspection
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Replace engine air filter and fuel filter
- Replace engine crank case filter
- Replace "yellow" engine coolant
- Lubricate 4X2 wheel bearings and inspect/adjust for end play (if serviceable)
- Inspect and lubricate hub locks (4x4 Excursion only)
- Replace manual transmission fluid
- Automatic transmission/transaxle service**

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

* Brake system: may require servicing based on wear, damage or operation

**Required only on 4R100/5R110W transmissions. All others, see Special Operating Conditions on pages 15-16.

66 months/110,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

QualityCare™
Auto Service

SCHEDULED MAINTENANCE VALIDATION RECORD FOR 2005 MODEL YEAR

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

69 months/115,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

72 months/120,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Inspect wheels for end play or noise
- Brake system: may require servicing based on wear, damage or operation

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

75 months/125,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

78 months/130,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate

2

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

SCHEDULED MAINTENANCE VALIDATION RECORD FOR 2005 MODEL YEAR

QualityCare
Auto Service

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

81 months/135,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

*Special Operating Conditions,
see pages 15-16

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

84 months/140,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Inspect wheels for end play or noise
- *Brake system: may require servicing based on wear, damage or operation

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

87 months/145,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

*Special Operating Conditions,
see pages 15-16

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

90 months/150,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate
- Replace engine air filter
- Replace engine crank case filter
- Inspect/adjust 4X2 wheel bearings for end play (if serviceable)
- Inspect and lubricate hub locks (4x4 Excursion only)
- Replace fuel filter
- Replace spark plugs and PCV (except 5.4 and 6.8 L engines)
- Automatic transmission/transaxle service**

**Required only on 4R100/5R110W transmissions. All others, see Special Operating Conditions

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

QualityCare™
Auto Service

SCHEDULED MAINTENANCE VALIDATION RECORD FOR 2005 MODEL YEAR

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

93 months/155,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

96 months/160,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Inspect wheels for end play or noise
- Replace "yellow" engine coolant
- * Brake system: may require servicing based on wear, damage or operation

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

99 months/165,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

102 months/170,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate

2

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

SCHEDULED MAINTENANCE VALIDATION RECORD **FOR 2005 MODEL YEAR**

QualityCare™
Auto Service

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

105 months/175,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

108 months/180,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point inspection
- Inspect tires for wear and rotate
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Inspect wheels for end play or noise
- * Brake system: may require servicing based on wear, damage or operation

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

111 months/185,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

114 months/190,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point inspection
- Inspect tires for wear and rotate

2

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

QualityCare™
 Auto Service

SCHEDULED MAINTENANCE VALIDATION RECORD FOR 2005 MODEL YEAR

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

117 months/195,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

 Appt. Date ____/____/____
 Price _____
 Service Date ____/____/____
 km _____
 Dealer Code _____
 R.O. # _____
 Auth. Signature _____

*Special Operating Conditions, see pages 15-16

123 months/205,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

 Appt. Date ____/____/____
 Price _____
 Service Date ____/____/____
 km _____
 Dealer Code _____
 R.O. # _____
 Auth. Signature _____

*Special Operating Conditions, see pages 15-16

120 months/200,000 km SERVICE - Required

- Change engine oil and replace oil filter
- Inspect tires for wear and rotate
- Multi-point Inspection
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Replace engine air filter and fuel filter
- Replace engine crank case filter
- Lubricate 4X2 wheel bearings and Inspect/adjust for end play (if serviceable)
- Inspect and lubricate hub locks (4x4 Excursion only)
- Replace manual transmission fluid
- Replace accessory drive belts
- Automatic transmission/transaxle service**

 Appt. Date ____/____/____
 Price _____
 Service Date ____/____/____
 km _____
 Dealer Code _____
 R.O. # _____
 Auth. Signature _____

 * Brake system: may require servicing based on wear, damage or operation
 **Required only on 4R100/5R110W transmissions. All others, see Special Operating Conditions on pages 15-16.

126 months/210,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate

 Appt. Date ____/____/____
 Price _____
 Service Date ____/____/____
 km _____
 Dealer Code _____
 R.O. # _____
 Auth. Signature _____

SCHEDULED MAINTENANCE VALIDATION RECORD FOR 2005 MODEL YEAR

QualityCare™
Auto Service

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

129 months/215,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

132 months/220,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Inspect wheels for end play or noise
- Replace "yellow" engine coolant

*Brake system: may require servicing based on wear, damage or operation

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

135 months/225,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

*Special Operating Conditions,
see pages 15-16

138 months/230,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate

2

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

QualityCare™
 Auto Service

SCHEDULED MAINTENANCE VALIDATION RECORD FOR 2005 MODEL YEAR

For Additional Maintenance Requirements for Specific Vehicle Types or Operations, see page 16.

141 months/235,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

 *Special Operating Conditions,
 see pages 15-16

144 months/240,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate
- Replace cabin/pollen air filter (if equipped)
- Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system*
- Lubricate hinges, latches and locks
- Lubricate weather-stripping
- Clean battery terminals
- Inspect wheels for end play or noise
- * Brake system: may require servicing based on wear, damage or operation

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

147 months/245,000 km SERVICE - Recommended*

- Change engine oil
- Replace oil filter
- Multi-point Inspection

1

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

 *Special Operating Conditions,
 see pages 15-16

150 months/250,000 km SERVICE - Required

- Change engine oil
- Replace oil filter
- Multi-point Inspection
- Inspect tires for wear and rotate
- Replace engine air filter
- Replace engine crank case filter
- Inspect and lubricate hub locks (4x4 Excursion only)
- Replace front axle lubricant
- Replace rear axle lubricant
- Replace fuel filter
- Automatic transmission/transaxle service (all vehicles)
- Replace transfer case fluid
- Replace front wheel bearings (4X2 trucks)

Appt. Date ____/____/____

Price _____

Service Date ____/____/____

km _____

Dealer Code _____

R.O. # _____

Auth. Signature _____

Roadside Assistance – For Your Peace-of-Mind

We are pleased to welcome you to Ford of Canada's Roadside Assistance Club! Our primary focus in providing this important benefit is to ensure your safety, pleasure and convenience during the operation of your Ford light truck or SUV.

Wherever you may be in Canada or the continental United States, our Roadside Assistance Representatives will be there to ensure you receive quick and efficient service 24 hours a day, 365 days a year. **Just call 1-800-665-2006.**

Membership in the Roadside Assistance Club

Ford of Canada's Roadside Assistance Club covers all Ford light trucks and SUVs. Service will be provided to the driver of the registered Ford vehicle.

Remaining Roadside Assistance benefits are transferable to subsequent owners of your vehicle at no cost (within the 36 months or 60,000 km coverage period, whichever occurs first). Please complete the Owner Information Change Card found at the centre of this Guide (postage paid).

A Roadside Assistance Card for Your Wallet

For your convenience, please carry your laminated Ford of Canada Roadside Assistance Card with you at all times for those unexpected instances when you may require our services. Please ensure you print your name and Vehicle Identification Number (VIN) on your cards when you take delivery of your vehicle. (See centre inserts.) The 17 digit VIN is stamped on the front of the driver's side dash.

The Roadside Assistance Club Has You Covered



Although this program is separate from the New Vehicle Limited Warranty and ESP (Extended Service Plan), coverage is concurrent with both the 36 month or 60,000 km Basic Coverage and any additional terms/kilometres covered under your ESP agreement.

All coverage is limited to vehicles using publicly maintained roads (excludes off-road use, logging roads, etc.) and adjacent sites, and any other locations, which in the discretion of the service

provider constitutes a publicly travelled thoroughfare.

Please note that the Ford Roadside Assistance Club is a complimentary service. Ford of Canada may cancel your coverage at any time by written notice. There is no refund available to you in the event of cancellation.

Towing and Road Service Reimbursement

If your vehicle is stranded and requires towing, battery boosting, fuel (up to 10 litres), tire service, key service or other roadside services, simply call Ford Roadside Assistance Club toll-free within Canada or the continental United States at 1-800-665-2006 and assistance will be dispatched.

At the time you call, you will be asked to provide your name, Vehicle Identification Number, the exact location of your vehicle and a telephone number where you can be reached.

Our operators will also ask if you feel you are in an "unsafe situation". If so, we will contact local police or safety authorities with your consent.

In the event that you use a service other than Ford Roadside Assistance Club, we will reimburse you up to a maximum of \$75.00 per disablement. (See page 32 for claiming instructions.)

General Information on Roadside Assistance Services

Covered Services

- Road Service (labour performed at disablement site)
- Service Calls (delivery of up to 10 litres of fuel or battery boost)
- Towing of your disabled vehicle to the nearest Ford dealership, or your selling dealer if within 25 km of the nearest Ford dealership (one tow per disablement)

Items Excluded from Coverage

- Parts, tire repairs, rental of towing equipment, storage fees, or any labour performed at a garage or service station
- Any form of impound towing by other than a licensed service station or garage
- Parts involved in lock-out service
- Assistance from private citizens

- Ford and the Ford Roadside Assistance Club coverage is not a warranty, but a service provided to you by Ford to minimize any unforeseen vehicle operation inconvenience. All service operators providing service are independent contractors and are not employees of Ford. Therefore, the Ford Roadside Assistance Club does not assume any liability for any loss or damage to your vehicle or your personal property resulting from the rendering of such service.
- Any loss or damage is the sole responsibility of the servicing facility and should be reported to the proprietor of the facility and your own insurance company within 24 hours and prior to any repairs being carried out.

Emergency Lock-out Service

When your ignition key is lost, broken or accidentally locked inside your vehicle, call the Ford Roadside Assistance Club and service will be dispatched. If circumstances require you to use an independent lock-out service, we will reimburse you up to \$75. (See this page for claiming instructions.)

Emergency Travel Expense Reimbursement

Should your vehicle become disabled due to collision or mechanical breakdown while you are more than 160 km from your residence address, we will reimburse you up to \$500 (in total), for the following reasonable emergency expenses (when not covered by insurance):

Covered Expenses

- Local lodging and meals
- Vehicle rentals from bona fide rental agencies such as Hertz (excludes gas expense)
- Commercial transportation to your destination, and return trip after repairs are completed

Coverage period is the lesser of: date of vehicle disablement up to three (3) days in total, or the time at which your vehicle is repaired.

Going on a Trip? We'd Love to Help You Plan!

When you plan your next road trip, our Travel Planning Centre will provide detailed information on the most time-saving or scenic routes to your destination. This no-charge service includes easy-to-follow maps, a highlighted travel planner specific to your route and destination, travel tips, driving information and other useful material to make your trip easier and more enjoyable. Please allow up to two weeks for delivery.

If You Need to Submit a Claim

We've enclosed a claim form in this Owner Information Guide to be completed for emergency road and tow service reimbursement, or emergency travel expense reimbursement. File your claim no more than twenty (20) days after the occurrence.

Send to:

Ford Roadside Assistance Club
P.O. Box 190, Richmond Hill, ON L4B 4R5

Complete the appropriate portion of the form with accurate and concise answers and **include all requested documentation and original receipts**. This will facilitate prompt handling and reimbursement of your claim.

To acquire additional forms, please contact your Ford of Canada selling dealer or visit our web site at www.ford.ca.

Ford of Canada reserves the right to amend or cancel this program at any time without incurring obligations.

Extend Your Roadside Assistance Benefits

Ford of Canada's Roadside Assistance Club Coverage is also available beyond the Basic Coverage period. For a nominal yearly fee you can continue to enjoy this important benefit to ensure your safety, pleasure and convenience during the operation of your Ford light truck or SUV.

For immediate registration or for further information, please visit our web site at www.ford.ca, contact us at 1-877-294-2582 (CLUB), or visit any Ford of Canada dealer.

FORD ROADSIDE ASSISTANCE CLUB
FOR 2005 MODEL YEAR

An accident situation is an upsetting experience and collision repair is often complicated and confusing. Here are several key points we hope will guide you through the collision repair process.

The Insurance Company

Communication between you and your insurance company is a crucial part of the collision process. One call to your agent will help you better understand the terms, conditions and limitations of your policy. Remember, most policies require that your vehicle be returned to "pre-accident condition".

The Collision Repair Centre

Find a qualified body shop to perform repairs. Your insurance company may suggest collision repair shops, but you have the final say in where your vehicle will be repaired. Many Ford dealers offer collision repair services or can recommend a local collision repair centre.

The Estimate

Collision repair estimates can be extremely difficult to understand. Ask your collision repair expert or your insurance company representative to review and explain your estimate to you. If your estimate is prepared at a drive-in claim centre and you are offered a settlement, be sure it covers all required repairs.

The Parts

Your vehicle will most likely require replacement parts. The exterior sheet metal, glass and plastic components such as hoods, fenders, doors, and bumper components – most frequently replaced after an accident – are called "crash parts". There are three different types of "crash parts":

Original Equipment Manufacturer (OEM) or Genuine Crash Parts

Parts made by or for the manufacturer of your vehicle with equivalent fit, finish, structural integrity, corrosion protection and dent resistance – and excellent warranty coverage.

New Aftermarket Crash Parts

Unauthorized copies of genuine crash parts are generally cheaper, but there are questions about the quality. Usage may affect your vehicle's warranty and/or may reduce resale value.

Salvaged Crash Parts

Crash parts recovered from "totaled" vehicles. Quality concerns may exist here as the origin of the parts is hard to trace.

NOTE: The types of crash parts to be used to repair your vehicle should be clearly listed on your estimate. Let your insurance company representative know if you prefer using a certain type of part.

Your Safety

The integrated electronic, electrical and mechanical systems on today's vehicles are designed to enhance performance and safety. Ford recommends the use of genuine Ford replacement crash parts and glass are the same as those used on your new vehicle, which meet all of the Canadian Motor Vehicle Safety Standards.

Only genuine Ford replacement parts should be used for components that interact with vehicle safety systems including repairs to airbags, safety belts and glass, which must be installed according to manufacturers' recommended procedures.

Your Satisfaction

The most important fact to remember as you deal with your collision repair is that you should be totally satisfied before accepting your vehicle. Ford of Canada hopes this information will help you have a positive repair experience and that you are totally satisfied with the repairs to your vehicle.

SCHEDULE B

Court File No. 12-55547

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE), THE
)	
JUSTICE)	DAY OF, 2015

B E T W E E N:

(Court Seal)

NELSON MCHENRY

Plaintiff

- and -

FORD MOTOR COMPANY OF CANADA, LIMITED and
FORD MOTOR COMPANY

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, made by the Plaintiff, for an order:

- (i) fixing a time, date and place for the hearing to seek final approval of the Settlement Agreement;
- (ii) approving the form and manner of publication of notice to Class Members of the hearing to approve the proposed settlement;

was heard this day at the Court House, 161 Elgin Street, Ottawa, Ontario.

ON BEING ADVISED THAT the Plaintiff and the Defendants have entered into a Settlement Agreement, a copy of which is attached hereto as Appendix “A”, upon reading the material filed, upon hearing the submissions of counsel for the Parties, and considering that the Parties have consented to the terms of this Order;

THIS COURT ORDERS AND DECLARES THAT:

1. For the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. The Plaintiff is granted leave to bring a motion to certify this action as a class action for settlement purposes only, pursuant to section 2(3)(b) of *The Class Proceedings Act, 1992, S.O. 1992, c. 6*.
3. The motion for settlement approval for this action shall be heard on _____ the ____ day of _____, 2016 at 10:00 a.m. at the Court House, 161 Elgin Street, Ottawa, Ontario (the “Settlement Approval Hearing”), at which time this Court will be asked to decide:
 - a) whether to approve the plaintiff Nelson McHenry as a representative plaintiff for the Class;
 - b) whether to certify the within Action as a class proceeding for settlement purposes only;
 - c) whether to approve the Settlement Agreement as fair, reasonable and in the best interest of the Class;

- d) whether to grant an honorarium award to the representative plaintiff; and
 - e) any other matters as this Court may deem appropriate.
4. The form and content of the Conditional Certification and Approval of Settlement Hearing Notices, substantially in the form attached as Appendix “B” (short form) and Exhibit “C” (long form) (collectively, the “Hearings Notices”) are approved.
5. The proposed manner of disseminating and publishing the Hearings Notices as described in Appendix “D” (the “Notice Plan”) is approved and the parties are directed to effect notice in the manner prescribed in the Notice Plan.
6. The Hearings Notices and the Notice Plan constitute fair and reasonable notice to the Class of the Approval Hearing and hearings related to enforcement of this Court’s settlement approval order (if granted) in other Provinces, and of the right of Class Members to object to the Settlement, and satisfies the requirements of sections 19 and 29 of the *Class Proceedings Act, 1992*.
7. The Hearings Notices shall be given to Class Members in the manner described in the Notice Plan as soon as practicable.
8. The cost and fees for the giving of notice in accordance with this Order shall be paid by Ford Motor Company of Canada, Limited.
9. The date and time of the motion for settlement approval shall be set forth in the Hearing Notices, but may be subject to adjournment by the Court without further publication of notice to

Class Members, other than notice of such adjournment which shall be posted on the settlement website (the "Settlement Website").

10. Class Members may submit written objections to the approval of the Settlement Agreement before the deadline set out in the Hearings Notice to the Claims Administrator, who shall deliver copies of all such submissions to Class Counsel and to Defendant's Counsel and they shall be filed with the Court prior to the Settlement Approval Hearing. Class Members (or their counsel) who do not deliver a written objection and indicate that they (or their counsel) intend to appear at the Settlement Approval Hearing may not be entitled to appear and raise any objection at the Settlement Approval Hearing unless the Court orders otherwise.

11. Renkim Corporation shall be provisionally appointed as Claims Administrator for the purposes of coordination of the Notice Plan, administration of objections, opt-out forms and related tasks, including establishing the Settlement Website for purposes of posting the Notice, Settlement Agreement and all related documents.

12. There will be no costs of this motion.

12. A copy of this Order shall be posted on the Settlement Website.

APPENDIX B
(Short Form of Settlement Hearing Notice)

If you purchased or leased a model year 2003-2007 Ford vehicle anywhere in Canada equipped with a 6.0-litre PowerStroke diesel engine your legal rights will be affected by a proposed class action settlement and you should read this notice carefully.

Class action proceeding lawsuits were initiated in Ontario and Quebec on behalf of owners and lessees (and former owners and lessees) of Ford vehicles equipped with these engines. Ford has denied all allegations of wrongdoing asserted in these actions, including any claims that the engines are defective, or that Ford is liable to any member of the proposed class. Nonetheless, Ford has agreed, in a national settlement agreement that settles all litigation in Canada relating to these vehicles, to provide partial reimbursement for post-warranty repairs to certain engine components or reimbursement of certain deductibles paid.

Hearings have been scheduled in Ontario and Quebec to seek approval by the courts of the settlement agreement. If you are an owner or lessee (or a former owner or lessee) of one or more of these vehicles, you have the right to make submissions to the courts as to the fairness of the proposed settlement.

If the settlement agreement is approved by the courts, you will subsequently have a right to exclude yourself from the class by opting out of the class proceedings. If you do not opt out, you will be entitled to receive any benefits to which the settlement entitles you. You will also be bound by the settlement and will be deemed to have released any claims that you may have against Ford Motor Company, Ford Motor Company of Canada, Limited and others as described in the settlement agreement.

To file a claim for cash payments, if eligible, and to learn more about your potential benefits visit **www.dieselsettlement.ca** or call **1-844-447-7249 (Toll Free)**. A Claim Form is currently available on the Settlement Website. Valid claims that are complete and submitted in a timely way will be paid subject to Approvals of the Settlement by the Ontario Superior Court of Justice and the Quebec Superior Court.

A copy of the settlement agreement and the Long Form of Settlement Hearing Notice (the “Long Form Notice”) can be viewed at **www.dieselsettlement.ca** or can be obtained by contacting Class Counsel:

Jeff Orenstein
Consumer Law Group Inc.
1030 rue Berri
Montreal, QC H2L 4C3
Phone: 1-888-909-7863 Toll Free
514-266-7863 Montreal
416-479-4493 Toronto
613- 627-4894 Ottawa

Email: jorenstein@clg.org

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE QUEBEC SUPERIOR COURT AND IT IS BEING DESSEMINATED IN ACCORDANCE WITH ORDERS OF THESE COURTS.

APPENDIX C
(Long Form of Settlement Hearing Notice)

If you purchased or leased a model year 2003-2007 Ford vehicle anywhere in Canada equipped with a 6.0-litre PowerStroke diesel engine your legal rights will be affected by a proposed class action settlement and you should read this notice carefully.

Class action proceeding lawsuits were initiated in Ontario and Quebec on behalf of owners and lessees (and former owners and lessees) of Ford vehicles equipped with these engines. Ford has denied all allegations of wrongdoing asserted in these actions, including any claims that the engines are defective, or that Ford is liable to any member of the proposed class. Nonetheless, Ford has agreed, in a national settlement agreement that settles all litigation in Canada relating to these vehicles, to provide partial reimbursement for post-warranty repairs to certain engine components or reimbursement of certain deductibles paid.

Hearings have been scheduled in Ontario and Quebec to seek approval by the courts of the settlement agreement. If you are an owner or lessee (or a former owner or lessee) of one or more of these vehicles, you have the right to make submissions to the courts as to the fairness of the proposed settlement.

If the settlement agreement is approved by the courts, you will subsequently have a right to exclude yourself from the class by opting out of the class proceedings. If you do not opt out, you will be entitled to receive any benefits described in the settlement agreement and this Notice. You will also be bound by the settlement and will be deemed to have released any claims that you may have against Ford Motor Company, Ford Motor Company of Canada, Limited and others as described in the settlement agreement.

SUBMITTING CLAIMS FOR CASH PAYMENT - To file a claim for cash payment, if eligible, and to learn more about your potential benefits visit www.dieselsettlement.ca or call 1-844-447-7249 (Toll Free). A Claim Form is currently available on the Settlement Website. Valid claims that are complete and submitted in a timely way will be paid subject to Approvals of the Settlement by the Ontario Superior Court of Justice and the Quebec Superior Court. If you intend to submit a claim, you must do so before the expiry of the Claim Period, which will be posted on the Settlement Website.

Your Claim must be sent to the Claims Administrator at the following address:

Address

Your Legal Rights and Options in this Settlement:

- **Do nothing** – no action is required if you wish to participate in the proposed Settlement; if you qualify and wish to seek reimbursement, you will need to submit a claim form and supporting information if the Settlement is approved.

- **Object or Comment** – you may write to the Claims Administrator and/or Class Counsel about why you do, or do not, support the proposed Settlement or any of its provisions. Any objections or comment made in writing will be provided to the Courts at the hearings to approve the Settlement.
 - **Attend the Hearing** – you may ask to speak to the Ontario Superior Court of Justice and/or the Quebec Superior Court about the fairness of the Proposed Settlement.
-

1. The Proceedings:

Class action proceeding lawsuits were initiated in Ontario and Quebec on behalf of owners and lessees (and former owners and lessees) of Ford vehicles equipped with Navistar's 6.0-litre PowerStroke diesel engine (the "6.0L Engine"). The Proceeding in Quebec Superior Court (Montreal) was commenced on May 20, 2011 by a Motion to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative and the Proceeding in the Ontario Superior Court of Justice (Ottawa) was commenced by statement of claim issued September 14, 2012.

In these Proceedings, the plaintiffs make allegations of quality, design, manufacturing and reliability defects in the Ford vehicles equipped with 6.0L engines installed primarily in 2003-2007 heavy duty Ford trucks and vans. The plaintiffs assert a variety of legal claims against Ford Motor Company and Ford Motor Company of Canada, Limited (collectively "Ford") based on the engine's design and Ford's repair practices. The plaintiffs seek to pursue their lawsuits as class actions on behalf of other owners and lessees of model year 2003 – 2007 Ford vehicles equipped with the 6.0L Engine ("Class Vehicles").

2. Ford's Position:

Ford has denied and continues to deny the claims and allegations made in the Proceedings. Ford has denied and continues to deny any liability to the plaintiffs and the Class Members in the Proceedings, including claims that the engines are defective and that Ford is liable to any buyer, lessee, or operator of the Class Vehicles under any legal claim. Nonetheless, Ford has agreed to settle the Proceedings. Under the terms of the Settlement, Ford Motor Company of Canada, Limited will provide the benefits described in this Notice.

3. Notice:

This Notice informs Class Members of the Proceedings and the proposed Settlement, and describes the Class Members' rights and options.

4. Class:

The following Class definition is proposed in the Settlement Agreement:

All Persons resident in Canada, who currently own or lease (or who in the past owned or leased) a model year 2003-2007 Ford vehicle sold or leased in Canada and equipped with a 6.0L Engine.

Excluded from the Class are:

- (a) all Persons resident in Canada who elect to exclude themselves from the Class by effectively opting out in accordance with the terms of this Agreement;
- (b) all persons who have previously executed and delivered to Ford Motor Company and/or Ford Motor Company of Canada, Limited a release or releases of all of their claims; and
- (c) all Persons who, prior to the commencement of the Settlement Approval Hearings, (i) filed an individual lawsuit (i.e. a lawsuit that does not seek certification or authorization of a class proceeding) in any court asserting causes of action of any nature based upon the 6.0L Engine in a Class Vehicle and (ii) have not voluntarily dismissed or discontinued such lawsuit without prejudice.

5. Settlement Benefits:

If the Courts approve the proposed Settlement at the Settlement Approval Hearings scheduled for [Date] in the Ontario Superior Court of Justice and [Date] in the Quebec Superior Court, Ford Motor Company of Canada, Limited will provide one of the following two benefits to Class Members (Settlement Class Members can seek one, but not both, of these benefits):

- (a) **Reimbursement for Post Warranty Repairs to Certain Engine Components:**
If the Class Vehicle required repair to the EGR cooler, oil cooler, EGR valve, turbo charger or fuel injector after the original 5 year/160,000 kilometer warranty expired, but before 6 years or 215,000 kilometers (whichever comes first), Ford Motor Company of Canada, Limited will reimburse the Class Member repair expenses up to the limit specified below, provided that the Class Vehicle previously received a repair to that same component that was covered by Ford's original warranty. (If either the EGR cooler or the oil cooler received a repair covered by the original warranty, both components will be eligible for reimbursement of post-warranty repairs.)

To be eligible for reimbursement, a repair must have been of the type covered by the original Ford Warranty (e.g., it was not caused by owner abuse or misuse, including failure to follow prescribed maintenance schedules or making unauthorized modifications to the engine).

Component	Reimbursement Limit (incl. taxes)
EGR Cooler	\$475.00
Oil Cooler	\$525.00
Oil Cooler and EGR Cooler	\$825.00
EGR Valve	\$200.00
Turbocharger	\$750.00
Fuel Injector	\$375.00 for the 1st Injector \$125.00 for each Additional Injector

- (b) **Reimbursement of Deductibles:** If a Class Member paid a \$100 deductible more than once for repairs under the 5 year/160,000 kilometer engine warranty, Ford Motor Company of Canada, Limited will reimburse \$50 each for the second through fifth deductible paid, up to a limit of \$200 for four deductible payments.

You will receive these benefits only if the Courts approve the proposed settlement following the Settlement Approval Hearings and only if you remain a member of the Class. If you exclude yourself from the Settlement or fail to submit a valid claim, you will receive no benefits.

To review the full Settlement Agreement, to monitor the status of the proposed Settlement, to learn if and when it is approved, make a claim, you may visit the following website www.dieselsettlement.ca or contact Class Counsel:

Jeff Orenstein
Consumer Law Group Inc.
1030 rue Berri
Montreal, QC H2L 4C3
Phone: 1-888-909-7863 Toll Free
514-266-7863 Montreal
416-479-4493 Toronto
613- 627-4894 Ottawa
Email: jorenstein@clg.org
Website: www.clg.org

Note: Claim forms will be available immediately on the website or from Class Counsel but will not be processed until the Settlement is approved.

6. Lawyer's Fees and Expenses:

Class Counsel has pursued the Proceedings on a contingent basis and has paid all costs of the Proceedings. Class Counsel has not been paid or recovered any of its expenses. As part of the proposed Settlement, Class Counsel will ask the Ontario Superior Court of Justice to award them lawyer's fees and expenses in connection with the Proceedings of \$750,000 inclusive of all fees,

expenses and taxes. The Court will decide the amount of the fee award and the expense award. None of these payments will reduce the benefits to you, as a Class Member. Ford will pay any money the Courts award to Class Counsel.

7. Your Options:

If you are a member of the Class, you have the following options:

- (a) **Do Nothing:** If you agree with the proposed Settlement, you do not need to take any immediate action. If the Courts approve the Settlement, you may submit your claim to the Claims Administrator and, provided your claim is valid, complete, and submitted in a timely way, you will receive all benefits to which you are entitled under the Settlement. You will also release all legal claims against Ford based on the 6.0L Engine.

You may, if you wish, comment in favour of the settlement by sending your comment to Class Counsel: at Jeff Orenstein of Consumer Law Group Inc., 1030 rue Berri, Montreal, QC H2L 4C3

- (b) **Object:** If you are a member of the Class, you may object to the proposed Settlement or to Class Counsel's request for lawyer's fees and expenses. You may, but need not, select a lawyer to appear at one or both of the Settlement Approval Hearings on your behalf. If you do retain a lawyer, you will be responsible for your own lawyer's fees and expenses.

If you object to the proposed Settlement, you must submit your objection in writing to the Claims Administrator on or before [date], 2016. Your written objection must include: (i) your full name, address, and telephone number; (ii) the year, model, and vehicle identification number of your Class Vehicle, along with a copy of the Class Vehicle's ownership registration; (iii) a written statement of all reasons for your objection accompanied by any legal support (iv) copies of any papers, briefs, or other documents on which your objection is based; (v) the name, address, email address, and telephone number of all lawyers representing you; (vi) a statement indicating whether you or your lawyer intend to appear at a Settlement Approval Hearing and, if so, a list of any persons you will call to testify in support of your objection; and (vii) your signature (or your lawyer's signature if you are represented by counsel). Your objection must be sent to the Claims Administrator to the following address:

Address

Class Members who do not make their objections in a timely manner will waive all objections, their right to comment at the Settlement Approval Hearings and their right to appeal approval of the Settlement unless a Court orders otherwise.

8. Result if Courts Approve Settlement:

If the Courts approve the proposed Settlement, you will subsequently have the right to exclude yourself from the class proceedings by opting-out. The procedures for opting-out will be set by the Court and posted on www.dieselsettlement.ca following the approval of the settlement.

Ford Motor Company of Canada, Limited will provide the benefits described above to the Class Members who have not excluded themselves from the Class by opting-out. Class Members who do not exclude themselves will be barred from pursuing lawsuits against Ford Motor Company or Ford Motor Company of Canada, Limited or others based on the 6.0L Engine in the Class Vehicles.

Therefore, if you want to bring your own lawsuit against Ford Motor Company or Ford Motor Company of Canada, Limited or others released in this settlement in relation to the 6.0L Engines in Class Vehicles, you must exclude yourself from this settlement.

9. Settlement Approval Hearings:

Settlement Approval Hearings will be held in the Ontario Superior Court of Justice and the Quebec Superior Court, where the Courts will hear argument about whether the proposed Settlement is fair, reasonable, and adequate, and whether it should be approved and, if so, what amount of fees and expenses should be awarded to Class Counsel.

The Settlement Approval Hearing in the Ontario Superior Court of Justice is currently scheduled to proceed on _____, 2016 at 10:00 am at the Court House, 161 Elgin Street, Ottawa, Ontario. The Settlement Approval Hearing in respect of the Quebec Proceeding is currently scheduled to proceed on _____, 2016 at 10:00 am in the Montreal Courthouse, 1, Notre-Dame Street East, Montreal, Quebec.

The time, date and location of these hearings may change. Any change will be posted on www.dieselsettlement.ca. If you plan to attend either of the hearings, you should confirm its time, date, and location before making any plans.

10. Additional Information:

For additional information, or for a copy of the full Settlement Agreement, the request for lawyer's fees and expense and other key Court documents, you may visit www.dieselsettlement.ca or contact Class Counsel

Jeff Orenstein
Consumer Law Group Inc.
1030 rue Berri
Montreal, QC H2L 4C3
Phone: 1-888-909-7863 Toll Free
514-266-7863 Montreal
416-479-4493 Toronto
613- 627-4894 Ottawa
Email: jorenstein@clg.org
Website: www.clg.org

11. Interpretation:

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail. The Settlement Agreement is available online at www.dieselsettlement.ca.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE QUEBEC SUPERIOR COURT AND IT IS BEING DESSEMINATED IN ACCORDANCE WITH ORDERS OF THESE COURTS.

APPENDIX D
(Notice Plan for Settlement Hearing)

The Short Form of the Conditional Certification and Approval of Settlement Hearing and Class Member Opt-Out Notice shall be mailed by the Claims Administrator, at Ford's expense, to all owners and lessors of Class Vehicles who are identified as such in the Customer Knowledge System (CKS) database maintained by FOC.

If any Class Notice mailed to any potential Settlement Class Member is returned to the Claims Administrator as undeliverable, then the Claims Administrator shall perform a reasonable search for a more current name and/or address for the potential Class Member and (provided that a more current name and/or address can be found through such a search) re-send the returned Class Notice to the potential Class Member by mail. In the event that any Class Notice mailed to a potential Class Member is returned as undeliverable a second time, then no further mailing shall be required.

In addition, the Short Form of the Conditional Certification and Approval of Settlement Hearing and Class Member Opt-Out Notice shall be published once in the form of a 1/6 page advertisement in the Legal/business (or equivalent) section of the Saturday edition of the following newspapers, in English or French, as is appropriate for each newspaper,

- (i) The Globe and Mail (National Edition);
- (ii) National Post (National Edition);
- (iii) Vancouver Sun (Vancouver, British Columbia);
- (iv) Edmonton Journal (Edmonton, Alberta);
- (v) Calgary Herald (Calgary, Alberta);
- (vi) Saskatoon Star Phoenix (Saskatoon, Saskatchewan)
- (vii) Winnipeg Free Press (Winnipeg, Manitoba);
- (viii) Toronto Star (Toronto, Ontario);
- (ix) Ottawa Citizen (Ottawa, Ontario);
- (x) Hamilton Spectator (Hamilton, Ontario);

- (xi) Montreal Gazette (English - Montreal, Quebec);
- (xii) Le Journal de Montreal (French - Montréal, Québec);
- (xiii) La Presse (French - Québec);
- (xiv) Le Soleil (French – Québec City, Québec)
- (xv) Moncton Times-Transcript (Moncton, New Brunswick);
- (xvi) Halifax Chronicle Herald (Halifax, Nova Scotia);
- (xiv) Guardian (Charlottetown, Prince Edward Island);
- (xv) St. John's Telegram (St. John's, Newfoundland);
- (xvi) News (Yukon);
- (xvii) News North (North West Territories); and
- (xviii) News North (Nunavut)

The Long Form Conditional Certification and Approval of Settlement Hearing and Class Member Opt-Out Notice shall be:

- (a) Posted on Class Counsel's website and Facebook page;
- (b) Posted on www.dieselsettlement.ca;
- (c) Sent by direct mail to any class member who has contacted Class Counsel about the Proceedings or are known to Class Counsel or for whom Class Counsel has address information; and
- (d) Sent by direct mail to anyone requesting a copy.

The Long Form Conditional Certification and Approval of Settlement Hearing and Class Member Opt-Out Notice shall be available in both English and French languages.

SCHEDULE C

SUPERIOR COURT
(Class Actions)

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N° : 500-06-000570-115

DATE : [●]

PRESIDING : THE HONOURABLE , J.C.S.

MÉTAL L.M. LANDRY INC.
And
JEAN-NICOLAS POIRIER
Petitioners

vs.

FORD MOTOR COMPANY OF CANADA, LIMITED
And
FORD MOTOR COMPANY
Respondents

JUDGMENT

[1] CONSIDERING Petitioners' amended motion to authorize the bringing of a class action and to ascribe the status of representative;

[2] CONSIDERING Petitioners' motion to approve the form and content of the Notice of the

Authorization and Settlement Approval Hearing (the "Notice") and for approval of the method of dissemination of the Notice (the "Notice Plan");

[3] CONSIDERING the material filed in the Court record, including the Settlement Agreement dated _____, a copy of which is attached to this Judgment as Schedule "A" (the "Settlement Agreement") and upon hearing submissions of counsel;

[4] CONSIDERING articles 1025 and 1046 C.C.P.;

[5] CONSIDERING that the Parties consent to this Judgment;

[6] FOR THESE REASONS, THE COURT:

[7] GRANTS the motion;

[8] ORDERS that, except as otherwise specified in, or as modified by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;

[9] ORDERS that the Authorization and Settlement Approval Hearing, is to be held on [●] at [●] at the Montreal Courthouse, 1, Notre-Dame Street East, at which time this Court will be asked to decide:

- a) whether to authorize, for settlement purposes only, the bringing of the class action and to ascribe to the Petitioners the status of representatives of the members of the class;
- b) whether to approve the Settlement Agreement as fair, reasonable and in the best interests of the Quebec Class Members;
- d) whether to grant an honorarium award to the representative plaintiffs, if requested; and
- e) any other matters as this Court may deem appropriate;

[10] ORDERS that the form of the Notice, substantially in the form as set forth in Appendices B and C of Schedule B to the Settlement Agreement and attached hereto as Exhibit R-1 is hereby approved;

[11] ORDERS that the Notice shall be published and disseminated substantially in accordance with the Notice Plan as set forth in Appendix D of Schedule B to the Settlement Agreement and attached hereto as Exhibit R-2;

[12] ORDERS that the form and manner of notice as approved in paragraphs 10 and 11 herein represents fair and reasonable notice to all persons entitled to notice of the Quebec Authorisation and Settlement Approval Hearing;

[13] ORDERS that the Hearings Notices shall be given to Class Members in the manner described in the Notice Plan as soon as practicable.

[14] ORDERS that giving of notice in accordance with this Judgment shall be paid by Ford Motor Company of Canada, Limited;

[15] ORDERS that the date and time of the Authorization and Settlement Approval Hearing shall be set forth in the Notice, but may be subject to adjournment by the Court without further publication of notice to the Class Members other than notice of such adjournment which will be posted on the settlement website (the "Settlement Website");

[16] ORDERS that Class Members may submit written objections to the approval of the Settlement Agreement before the deadline set out in the Hearings Notice to the Claims Administrator, who shall deliver copies of all such submissions to Class Counsel and to Defence Counsel, and such submissions shall be filed with the Court prior to the Settlement Approval Hearing. Class Members (or their counsel) who do not file a written objection and indicate that they (or their counsel) intend to appear at the Settlement Approval Hearing may not be entitled to appear and raise any objection at the Settlement Approval Hearing unless the Court orders otherwise;

[17] ORDERS that Renkim Corporation shall be provisionally appointed as Claims Administrator for the purposes of coordination of the Notice Plan, administration of objections, opt-out forms and related tasks, including establishing the Settlement Website for purposes of posting the Notice, Settlement Agreement and all related documents.

[18] ORDERS that a copy of this Judgment shall be posted on the Settlement Website.

[19] THE WHOLE without costs.

Jeff Orenstein
Consumer Law Group Inc.
Attorney for the Petitioners

Robert Torralbo
Blake, Cassels & Graydon LLP
Attorneys for the Respondents

Hearing date: on [●]

SCHEDULE D

Court File No. 12-55547

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE), THE
)	
JUSTICE)	DAY OF, 2015

B E T W E E N:

(Court Seal)

NELSON MCHENRY

Plaintiff

- and -

FORD MOTOR COMPANY OF CANADA, LIMITED and
FORD MOTOR COMPANY

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, made by the Plaintiff, for an order to certify this action as a class proceeding for settlement purposes and approving the settlement of this proceeding in accordance with a Settlement Agreement and Release dated _____, 2015 attached to this Order as Appendix "A" (the "Agreement"), was heard this day at the Court House, 161 Elgin Street, Ottawa, Ontario.

UPON READING the materials filed, including the Settlement Agreement and on hearing the submissions of Class Counsel and Counsel for the Defendants:

THIS COURT ORDERS AND DELCARES THAT:

1. For the purposes of this Order, the definitions set out in the Agreement apply to and are incorporated into this Order.

2. This action is hereby certified as a class proceeding, for settlement purposes only, on behalf of the following Class:

All Persons resident in Canada, excluding those Persons resident in the Province of Quebec, who currently own or lease (or who in the past owned or leased) a model year 2003-2007 Ford vehicle sold or leased in Canada and equipped with a 6.0L Engine.

Excluded from the Class are:

- (a) all Persons resident in Canada who elect to exclude themselves from the Class by effectively opting out in accordance with the terms of this Agreement;
 - (b) all persons who have previously executed and delivered to Ford Motor Company and/or Ford Motor Company of Canada, Limited a release or releases of all of their claims; and
 - (c) all Persons who, prior to the commencement of the Settlement Approval Hearings, (i) filed an individual lawsuit (i.e. a lawsuit that does not seek certification or authorization of a class proceeding) in any court asserting causes of action of any nature based upon the 6.0L Engine in a Class Vehicle and (ii) have not voluntarily dismissed or discontinued such lawsuit without prejudice.
3. The following issue is common to the Class:

Did Ford Motor Company of Canada, Limited breach a duty to Class Members by refusing to authorize its dealers to perform adequate warranty repairs to Ford vehicles equipped with Navistar's 6.0L Engines for vehicle model years 2003 through 2007?

4. Nelson McHenry is hereby appointed as the Representative Plaintiff for the Class.

5. Consumer Law Group Professional Corporation is hereby appointed as Class Counsel for the Class.

6. The settlement as set forth in the Agreement is fair, reasonable and in the best interests of the Class Members.

7. The settlement of this action on the terms set forth in the Agreement be and is hereby approved pursuant to section 29 of the *Class Proceedings Act*, 1982, S.O. 1992, c. 6 (the “CPA”).

8. The Agreement shall be implemented in accordance with its terms and is valid and binding on the Plaintiff, Class Members and the Defendants.

9. The Agreement in its entirety (including its preambles, recitals and exhibits) forms part of this Order, and has the full force and effect of an order of this Court.

10. This Order constitutes the full and final resolution of all claims made in this action, including, without limitation, all claims and causes of action raised by the Representative Plaintiff or Class Members in the statement of claim herein.

11. Upon the Effective Date of Settlement, the Plaintiff and each Class Member shall be deemed to have, and by operation of this Order shall have, released, waived and discharged Ford Motor Company and Ford Motor Company of Canada, Limited, their past and present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, subsidiaries, divisions, parents, related or affiliated entities, authorized dealers, underwriters, insurers, co-insurers, re-insurers, licensees, divisions, joint ventures, assigns, associates, lawyers and controlling shareholders (the “Released Parties”) from any and all other

claims, demands, actions, causes of action of any nature whatsoever, including but not limited to any claim for violations of federal, provincial or other law (whether in contract, tort, or otherwise, including statutory and injunctive relief, common law, property and equitable claims), and also including Unknown Claims that were or could have been asserted against the Released Parties in the Proceedings, or in any other action, proceeding or litigation in any other court or forum based on the 6.0-litre diesel engines in the Class Vehicles, except bodily injury.

12. All Class Members are hereby barred, permanently enjoined, and restrained from commencing or prosecuting any action, suit, proceeding, claim, or cause of action in any jurisdiction or court against Ford Motor Company or Ford Motor Company of Canada, Limited or any other entities or persons who are to be released hereunder, based upon, relating to, or arising out of, any of the matters which are released pursuant to this Order.

13. If (a) the Effective Date of Settlement does not occur for any reason whatsoever, or (b) the Settlement Agreement becomes null and void pursuant to its terms, this Order shall be deemed vacated and shall have no force and effect whatsoever.

14. Without affecting the finality of this Order in any way, the Court reserves continuing and exclusive jurisdiction over the Parties (including all members of the Class as defined above), the execution, consummation, administration, and enforcement of the terms of the Settlement Agreement.

15. Each Class Member shall consent to and shall be deemed to have consented to the dismissal of any action that would be barred by the release provided herein.

16. Renkim Corporation is appointed Claims Administrator.

17. The Claims Administrator shall execute its obligations as set out in the Agreement.
18. For purposes of the enforcement of this Order, Justice ● or, if he/she is unavailable, another Judge of this Court will retain jurisdiction, and the Defendants and all members of the Class certified by this Court attorn to the jurisdiction of this Court for these purposes.
19. The Claims Administrator shall provide to Class Counsel and to counsel for Ford, who shall provide to this Court, a report at the conclusion of the administration of the Claims process, with regard to payments made to Class Members.
20. The form and content of the Approval Notice, substantially in the form attached as Appendix “B”, is approved.
21. The proposed manner of publishing the Approval Notice as described in Appendix “C” is approved (the “Notice Plan”).
22. Persons who would otherwise be Class Members may exclude themselves from this action by opting out in accordance with the timing requirements and procedures set out in the Opt-Out Form substantially in the form attached as Appendix “D”, which is hereby approved.
23. Any Person who opts out will not be bound by the terms of the Settlement and shall not be entitled to payment of any benefits or to receive any consideration under the Settlement or pursuant to this Order. Any such Person shall not be deemed to have released, waived or discharged Ford Motor Company and Ford Motor Company of Canada, Limited, their past and present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, subsidiaries, divisions, parents, related or affiliated entities, authorized dealers, underwriters, insurers, co-insurers, re-insurers, licensees, divisions, joint

ventures, assigns, associates, lawyers and controlling shareholders from any and all other claims, demands, actions, causes of action in accordance with the terms of the Agreement and this Order and the Settlement shall be without prejudice and may not be relied upon in any action or other proceeding that any such Person may bring or continue as against any Released Party referred to in paragraph 12 hereof.

24. At the conclusion of the administration of the Claims process and following the presentation of the report of the Claims Administrator with regard to payments made to Class Members and the list of those Persons who have opted-out, this action shall be dismissed without costs and with prejudice.

25. If the Agreement is terminated in accordance with its terms, then this Order shall be set aside and be of no further force and effect and all negotiations, statements and proceedings relating to the Settlement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before the Agreement was executed.

26. [The Representative Plaintiff shall be paid an honorarium of [●] in recognition of his efforts in prosecuting the Proceeding through settlement.] IF APPLICABLE

**APPENDIX B
(Approval Notice)**

If you purchased or leased a model year 2003-2007 Ford vehicle anywhere in Canada equipped with a 6.0-litre PowerStroke diesel engine your legal rights will be affected by a proposed class action settlement and you should read this notice carefully.

Class action proceeding lawsuits were initiated in Ontario and Quebec on behalf of owners and lessees (and former owners and lessees) of Ford vehicles equipped with these engines. Ford has denied all allegations of wrongdoing asserted in these actions, including any claims that the engines are defective, or that Ford is liable to any member of the proposed class. Nonetheless, Ford has agreed, in a national settlement agreement that settles all litigation in Canada relating to these vehicles, to provide partial reimbursement for post-warranty repairs to certain engine components or reimbursement of certain deductibles paid.

The Courts in Ontario and Quebec have approved the settlement agreement as fair, reasonable and in the best interests of Class Members. The Courts have also approved a request from Class Counsel for counsel fees, disbursements and taxes.

SUBMITTING CLAIMS FOR CASH - To file a claim for cash payments, if eligible, and to learn more about your potential benefits visit www.dieselsettlement.ca or call **1-844-447-7249** (Toll Free). A Claim Form is currently available on the Settlement Website. If you intend to submit a claim, you must do so before the expiry of the Claim Period, which is [DATE].

Your Claim must be sent to the Claims Administrator at the following address:

Address

Your Legal Rights and Options in this Settlement:

- **Make a Claim** – if you qualify and wish to seek reimbursement, you will need to submit a Claim Form and supporting information. Claim Forms are available on the Settlement Website at www.dieselsettlement.ca
- **Opt Out** – If you don't want to be legally bound by the Settlement, you must complete and submit an Opt Out Form to the Claims Administrator so that it is received by the Opt Out Deadline of [DATE]. Anyone who opts out will not be bound by the Settlement Agreement, and will not be eligible to claim benefits under the Agreement, but may be eligible to pursue an individual claim.

1. The Proceedings:

Class action proceeding lawsuits were initiated in Ontario and Quebec on behalf of owners and lessees (and former owners and lessees) of Ford vehicles equipped with Navistar's 6.0-litre PowerStroke diesel engine (the "6.0L Engine"). The Proceeding in Quebec Superior Court (Montreal) was commenced on May 20, 2011 by a Motion to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative and the Proceeding in the Ontario Superior Court of Justice (Ottawa) was commenced by statement of claim issued September 14, 2012.

In these Proceedings, the plaintiffs make allegations of quality, design, manufacturing and reliability defects in the Ford vehicles equipped with 6.0L engines installed primarily in 2003-2007 heavy duty Ford trucks and vans. The plaintiffs assert a variety of legal claims against Ford Motor Company and Ford Motor Company of Canada, Limited (collectively "Ford") based on the engine's design and Ford's repair practices. The plaintiffs seek to pursue their lawsuits as class actions on behalf of other owners and lessees of model year 2003 – 2007 Ford vehicles equipped with the 6.0L Engine ("Class Vehicles").

2. Ford's Position:

Ford has denied and continues to deny the claims and allegations made in the Proceedings. Ford has denied and continues to deny any liability to the plaintiffs and the Class Members in the Proceedings, including claims that the engines are defective and that Ford is liable to any buyer, lessee, or operator of the Class Vehicles under any legal claim. Nonetheless, Ford has agreed to settle the Proceedings. Under the terms of the Settlement, Ford Motor Company of Canada, Limited will provide the benefits described in this Notice.

3. Notice:

This Notice informs Class Members of the Settlement and describes the Class Members' rights and options.

4. Class:

The following Class definition is described in the Settlement Agreement:

All Persons resident in Canada, who currently own or lease (or who in the past owned or leased) a model year 2003-2007 Ford vehicle sold or leased in Canada and equipped with a 6.0L Engine.

Excluded from the Class are:

- (a) all Persons resident in Canada who elect to exclude themselves from the Class by effectively opting out in accordance with the terms of this Agreement;
- (b) all persons who have previously executed and delivered to Ford Motor Company and/or Ford Motor Company of Canada, Limited a release or releases of all of their claims; and

- (c) all Persons who, prior to the commencement of the Settlement Approval Hearings, (i) filed an individual lawsuit (i.e. a lawsuit that does not seek certification or authorization of a class proceeding) in any court asserting causes of action of any nature based upon the 6.0L Engine in a Class Vehicle and (ii) have not voluntarily dismissed or discontinued such lawsuit without prejudice.

5. Settlement Benefits:

Ford Motor Company of Canada, Limited will provide one of the following two benefits to Class Members (Settlement Class Members can seek one, but not both, of these benefits):

- (a) **Reimbursement for Post Warranty Repairs to Certain Engine Components:** If the Class Vehicle required repair to the EGR cooler, oil cooler, EGR valve, turbo charger or fuel injector after the original 5 year/160,000 kilometer warranty expired, but before 6 years or 215,000 kilometers (whichever comes first), Ford Motor Company of Canada, Limited will reimburse the Class Member repair expenses up to the limit specified below, provided that the Class Vehicle previously received a repair to that same component that was covered by Ford's original warranty. (If either the EGR cooler or the oil cooler received a repair covered by the original warranty, both components will be eligible for reimbursement of post-warranty repairs.)

To be eligible for reimbursement, a repair must have been of the type covered by the original Ford Warranty (e.g., it was not caused by owner abuse or misuse, including failure to follow prescribed maintenance schedules or making unauthorized modifications to the engine).

Component	Reimbursement Limit (incl. taxes)
EGR Cooler	\$475.00
Oil Cooler	\$525.00
Oil Cooler and EGR Cooler	\$825.00
EGR Valve	\$200.00
Turbocharger	\$750.00
Fuel Injector	\$375.00 for the 1 st Injector \$125.00 for each Additional Injector

- (b) **Reimbursement of Deductibles:** If a Class Member paid a \$100 deductible more than once for repairs under the 5 year/160,000 kilometer engine warranty, Ford Motor Company of Canada, Limited will reimburse \$50 each for the second through fifth deductible paid, up to a limit of \$200 for four deductible payments.

You will receive these benefits only if you remain a member of the Class. If you exclude yourself from the Settlement, you will receive no benefits.

To review the full Settlement Agreement and to make a claim, you may visit the following website www.dieselsettlement.ca or contact Class Counsel:

Jeff Orenstein
Consumer Law Group Inc.
1030 rue Berri
Montreal, QC H2L 4C3
Phone: 1-888-909-7863 Toll Free
514-266-7863 Montreal
416-479-4493 Toronto
613- 627-4894 Ottawa
Email: jorenstein@clg.org
Website: www.clg.org

6. Your Options:

If you are a member of the Class, you have the following options:

- (a) **Make a Claim:** You may submit your claim and, provided your claim is valid complete, and submitted in a timely way, you will receive all benefits to which you are entitled under the Settlement. You will also release all legal claims against Ford based on the 6.0L Engine.

A Claim Form is currently available on the Settlement Website at www.dieselsettlement.ca or one can be requested from the Claims Administrator at 1-844-447-7249. If you intend to submit a claim, you must do so before the expiry of the Claim Period, which is [DATE]

Your Claim must be sent to the Claims Administrator at the following address:

Address

- (a) **Opt Out:** If you don't want to be legally bound by the Settlement, you must complete and submit an Opt-Out Form to the Claims Administrator so that it is received by the Opt Out Deadline of [DATE]. The procedures for opting-out are posted on the Settlement Website at www.dieselsettlement.ca

Ford Motor Company of Canada, Limited will provide the benefits described above to the Class Members who have not excluded themselves from the Class by opting-out. Class Members who do not exclude themselves will be barred from pursuing lawsuits against Ford Motor Company or Ford Motor Company of Canada, Limited or others based on the 6.0L Engine in the Class Vehicles. Therefore, if you want to bring your own lawsuit against Ford Motor Company or Ford Motor Company of Canada, Limited or others released in this settlement in

relation to the 6.0L Engines in Class Vehicles, you must exclude yourself from this settlement.

Your Opt-Out must be sent to the Claims Administrator at the following address:

Address

7. Additional Information:

For additional information, for a copy of the full Settlement Agreement and other key Court documents, you may visit www.dieselsettlement.ca or contact Class Counsel at:

Jeff Orenstein
Consumer Law Group Inc.
1030 rue Berri
Montreal, QC H2L 4C3
Phone: 1-888-909-7863 Toll Free
514-266-7863 Montreal
416-479-4493 Toronto
613- 627-4894 Ottawa
Email: jorenstein@clg.org
Website: www.clg.org

11. Interpretation:

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail. The Settlement Agreement is available online at www.dieselsettlement.ca.

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO
SUPERIOR COURT OF JUSTICE AND THE QUEBEC SUPERIOR COURT

APPENDIX C
(Notice Plan for Approval)

The Claims Administrator shall take the email addresses of owners and lessors of Class Vehicles from the completed claims forms and send the Approval Notice by email, at Ford's expense, to all such owners and lessors of Class Vehicles. Class counsel shall also supply the Claims Administrator with the email addresses of owners and lessors of Class Vehicles that have become known to Class Counsel and the Claims Administrator shall send the Approval Notice by email, at Ford's expense, to all such owners and lessors of Class Vehicles.

Further, the Notice Approval shall be:

- (a) Posted on Class Counsel's website and Facebook page;
- (b) Posted on www.dieselsettlement.ca;
- (c) Posted on CNW News Release.

In addition, the Approval Notice shall be published once in the form of a 1/4 page advertisement in the Legal/Business (or equivalent) section of the Saturday edition of the following newspapers:

- (i) The Globe and Mail (National Edition);
- (ii) National Post (National Edition);
- (iii) Toronto Star (Toronto, Ontario);
- (iv) La Presse (French - Québec);

The notices shall be available in both English and French languages.

APPENDIX D

OPT-OUT FORM

Canadian model year 2003-2007 Ford vehicle equipped with a 6.0-litre PowerStroke diesel engine

This is NOT a Claim Form. This Form EXCLUDES you from the Canadian Ford 6.0-litre PowerStroke diesel engine Class Action Settlement. DO NOT use this Form if you wish to seek compensation under the terms of this Class Action Settlement Agreement.

To be effective as an election to Opt-Out of this Canadian model year 2003-2007 Ford vehicles equipped with a 6.0-litre PowerStroke diesel engine Class Action Litigation Settlement, this Opt-Out Form must be completed, signed and received by the Claims Administrator **no later than DATE.**

Please read the entire form and follow the instructions carefully.

I. Personal Information: Please provide the following personal information about yourself, or, if you are filing this Opt-Out Form as the legal representative of a Class Member, please provide the following information about the Class Member.

First Name, Middle Initial and Last Name of Class Member (or name of legal entity if the Class Member is not an individual)		
Street Address		Apt. / Suite No.
City	Province/Territory	Postal Code
Daytime Phone Number	Evening Phone Number	Email address:
Vehicle Identification Number (VIN) (if more than one, please use separate sheet)		
Make, Model, and Model Year of Vehicle (if more than one, please use separate sheet)		

II. Legal Representative Information (if applicable): If you are filing this Opt-Out Form as the lawyer, officer or legal representative of a Class Member or a Class Member's estate, please provide the following information about *yourself* and attach a copy of your authorization to represent the Class Member identified in I. above.

First Name	Middle Initial	Last Name
Street Address		Apt. No.
City	Province/Territory	Postal Code
Daytime Phone Number	Evening Phone Number	Email address
Relationship to Class Member		

Please attach a copy of any official document(s) demonstrating that you are the duly authorized legal representative of the Class Member (e.g. a court order, power of attorney, lawyer's retainer letter) and check the box below describing the Class Member's status:

- _____ Corporation or other legal entity;
- _____ minor (court order appointing guardian of property or custody order, if any, or sworn affidavit of the person with custody of the minor);
- _____ a mentally incapable person (copy of a continuing power of attorney for property, or a Certificate of statutory guardianship);
- _____ the estate of a deceased person (Letters Probate, Letters of Administration or Certificate of Appointment as Estate Trustee).
- _____ Other – Please describe:

III. Acceptance and Acknowledgement

I have read the foregoing and understand that by opting-out, I will never be eligible to receive any compensation pursuant to the Canadian model year 2003-2007 Ford vehicle equipped with a 6.0-litre PowerStroke diesel engine Class Action Settlement. I further understand that, by opting-out, all persons or entities who might otherwise make a claim for compensation relating to the vehicle(s) identified above are precluded from doing so.

Date signed

Signature

(Class Member or Executor, Administrator, or Personal Representative)

To be effective as an election to opt-out of this Canadian model year 2003-2007 Ford vehicle equipped with a 6.0-litre PowerStroke diesel engine Class Action Settlement, this Form must be completed, signed, sent to the Claims Administrator at the address (fax number) listed below, by regular mail, courier or fax **and must be received** by the Claims Administrator **no later than [DATE]**.

If you have questions about using or completing this Opt-Out Form, please contact your lawyer or call the Claims Administrator's Information Line at **1-844-447-7249**. All Opt-Out Forms must be submitted to the Claims Administrator, whose information is as follows:

Claims Administrator
Address

**THE INFORMATION CONTAINED IN THIS FORM WILL REMAIN
CONFIDENTIAL**

PRIVACY STATEMENT

Personal Information provided on this form by Class Members who wish to Opt-Out of the Class Action is collected, used, and retained by the Claims Administrator pursuant to the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c.5 (PIPEDA):

- For the purpose of operating and administering the Canadian model year 2003-2007 Ford vehicle equipped with a 6.0-litre PowerStroke diesel engine Class Action Settlement; and
- To identify and maintain a record of those Class Members who elect to Opt Out of the Canadian model year 2003-2007 Ford vehicles equipped with a 6.0-litre PowerStroke diesel engine Class Action Settlement in accordance with the terms of the Settlement Agreement and any related Court Orders.

Information collected on this form will be maintained on a private and confidential basis and will not be disclosed without express written consent except as provided for herein and in the Settlement Agreement. The Settlement Agreement provides that information collected on this form will be disclosed to the

Parties to the litigation. Because some of the Parties are U.S.-resident companies, information provided on this form will be disclosed to those U.S. companies and could subsequently, therefore, be subject to U.S. authorities under U.S. law.

SCHEDULE E

SUPERIOR COURT
(Class Actions)

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N° : 500-06-000570-115

DATE : [●]

PRESIDING : THE HONOURABLE , J.C.S.

MÉTAL L.M. LANDRY INC.
And
JEAN-NICOLAS POIRIER
Petitioners

vs.

FORD MOTOR COMPANY OF CANADA, LIMITED
And
FORD MOTOR COMPANY
Respondents

JUDGMENT

[1] CONSIDERING Petitioners' amended motion to authorize the bringing of a class action and to ascribe the status of representative and Petitioner's motion to approve the Settlement Agreement dated [●];

[2] CONSIDERING the settlement entered into between the Petitioners and the Respondents as reflected in the Settlement Agreement dated [●], a copy of which is attached to this Judgment as Schedule "A" (the "Settlement Agreement");

[3] CONSIDERING that the appropriate notice was published in French and in English and that no opposition was filed;

[4] CONSIDERING the materials filed in the Court record and the submissions of counsel for the Petitioners and counsel for the Respondents;

[5] CONSIDERING articles 1002, 1003, 1025 and 1046 C.C.P.;

[6] FOR THESE REASONS, THE COURT:

[7] ORDERS that, except as otherwise specified in, or as modified, by this Judgment, capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement;

[8] GRANTS Petitioners' amended motion to authorize the bringing of a class action and to ascribe the status of representatives of the Class Members;

[9] AUTHORIZES the institution of the Quebec Proceeding as a class action for settlement purposes only, subject to the terms of the Settlement Agreement, on behalf of the following class:

All Persons resident in the Province of Quebec, who currently own or lease (or who in the past owned or leased) a model year 2003-2007 Ford vehicle sold or leased in Canada and equipped with a 6.0L Engine.

Excluded from the Class are:

- (a) all Persons resident in Canada who elect to exclude themselves from the Class by effectively opting out in accordance with the terms of this Agreement;
- (b) all persons who have previously executed and delivered to Ford Motor Company and/or Ford Motor Company of Canada, Limited a release or releases of all of their claims; and
- (c) all Persons who, prior to the commencement of the Settlement Approval Hearings, (i) filed an individual lawsuit (i.e. a lawsuit that does not seek certification or authorization of a class proceeding) in any court asserting causes of action of any nature based upon the 6.0L Engine in a Class Vehicle and (ii) have not voluntarily dismissed or discontinued such lawsuit without prejudice.

[10] ASCRIBES the Petitioners as the Representative Plaintiffs for the Class;

[11] APPOINTS Consumer Law Group Inc. as Class Counsel for the Class;

[12] ORDERS that this class action is authorized as a class proceeding on the basis of the following common issue:

“Did Ford breach a duty to Class Members by refusing to authorize its dealers to perform adequate repairs to Ford vehicles equipped with Navistar’s 6.0L Engines for vehicle model years 2003 through 2007?”

[13] GRANTS Petitioners' motion to approve the Settlement Agreement, R-1;

[14] ORDERS and DECLARES that the Settlement Agreement, R-1, with its attached Exhibits:

- a) is fair, reasonable and in the best interests of the Class Members;
- b) is hereby approved pursuant to article 1025 C.c.p.; and
- c) shall be implemented in accordance with all of its terms;

[15] ORDERS that the Settlement Consideration set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Defendants under the Settlement Agreement;

[16] ORDERS that the form of the Approval Notice, as set forth in Appendix "B" to the Settlement Agreement and attached hereto as Exhibit R-2, is hereby approved;

[17] ORDERS that the Approval Notice shall be published and disseminated in accordance with the Notice Plan, as set forth in Appendix "C" to the Settlement Agreement and attached hereto as Exhibit R-3;

[18] ORDERS that this Judgment constitutes the full and final resolution of all claims made in this action, including, without limitation, all claims and causes of action raised by the Representative Plaintiffs or Class Members in the Motion herein.

[19] ORDERS that upon the Effective Date of Settlement, the Plaintiffs and each Class Member shall be deemed to have, and by operation of this Judgment shall have, released, waived and discharged Ford Motor Company and Ford Motor Company of Canada, Limited, their past and present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, subsidiaries, divisions, parents, related or affiliated entities, authorized dealers, underwriters, insurers, co-insurers, re-insurers, licensees, divisions, joint ventures, assigns, associates, lawyers and controlling shareholders (the “Released Parties”) from any and all other claims, demands, actions, causes of action of any nature whatsoever, including but not limited to any claim for violations of federal, provincial or other law (whether in contract, extra-contractual, or otherwise, including statutory and injunctive relief, common law, property and equitable claims), and also including Unknown Claims that were or could have been asserted against the Released Parties in the Québec Proceedings, or in any other action, proceeding or

litigation in any other court or forum based on the 6.0-litre diesel engines in the Class Vehicles, except bodily injury.

[20] ORDERS that all Class Members are hereby barred, permanently enjoined, and restrained from commencing or prosecuting any action, suit, proceeding, claim, or cause of action in any jurisdiction or court against Ford Motor Company or Ford Motor Company of Canada, Limited or any other entities or persons who are to be released hereunder, based upon, relating to, or arising out of, any of the matters which are released pursuant to this Judgment.

[21] ORDERS that without affecting the finality of this Judgment in any way, the Court reserves continuing and exclusive jurisdiction over the Parties (including all members of the Class), the execution, consummation, administration, and enforcement of the terms of the Settlement Agreement.

[22] ORDERS that each Class Member shall consent to and shall be deemed to have consented to the dismissal of any action that would be barred by the release provided herein.

[23] ORDERS that if the Settlement Agreement is terminated in accordance with its terms, then this Judgment shall be set aside and be of no further force and effect and all negotiations, statements and proceedings relating to the Settlement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before the Settlement Agreement was executed.

[24] ORDERS that the Settlement Agreement constitutes a transaction in conformity with Articles 2631 and following of the Civil Code of Quebec which is binding upon all parties hereto and all Class Members;

[25] ORDERS that Renkim Corporation is hereby appointed as Claims Administrator for the Settlement and shall execute its obligations as set out in the Settlement Agreement;

[26] ORDERS that the Claims Administrator shall provide to Class Counsel and to counsel for Ford, who shall provide to this Court, a report at the conclusion of the administration of the Claims process, with regard to payments made to Class Members.

[27] ORDERS that at the conclusion of the administration of the Claims process and following the presentation of the report of the Claims Administrator with regard to payments made to Class Members and the list of those Persons who have opted-out, this action shall be dismissed without costs and with prejudice.

[28] ORDERS that persons who would otherwise be Class Members may exclude themselves from this proceeding by sending a fully completed Opt-Out Form signed by such person, to Renkim Corporation, Attention: Claims Administrator, Ford Canada Settlement, no later than forty-five (45) days following the Settlement Approval Orders. The form and content of the Opt-Out Form, substantially as set forth in Appendix "D" to the Settlement Agreement and attached hereto as Exhibit R-4, is hereby approved;

[29] ORDERS that any person, entity or organisation who validly opts-out of this proceeding shall not be bound by the Settlement Agreement, shall have no rights with respect to the Settlement Agreement and shall receive no payments as provided in the Settlement Agreement;

[31] APPROVES an honorarium of [●] to each of the Petitioners [if applicable].

[32] ORDERS that the levies by the *Fonds d'aide aux recours collectifs* be collected on each claim made by Quebec residents, as provided for in the Settlement Agreement, Exhibit R-1, and be remitted according to the *Loi sur le recours collectifs* and the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux recours collectifs*.

[33] THE WHOLE without costs.

[●], J.C.S.

Jeff Orenstein
Consumer Law Group Inc.
Attorney for the Petitioners

Robert Torralbo
Blake, Cassels & Graydon LLP
Attorneys for the Respondents

Hearing date: on [●]

Proposed Settlement Approval Order (Quebec Proceeding)

**ANNEX "A" TO SETTLEMENT AGREEMENT OF FEBRUARY 9, 2016
Saskatchewan Class Action**

Court File No.: QBG 492 of 2014

**COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
Judicial Centre: Regina**

Between:

NATHAN RIVAIT and HARLEY HORNE

Plaintiffs

-vs.-

FORD MOTOR COMPANY OF CANADA LTD. and FORD MOTOR COMPANY

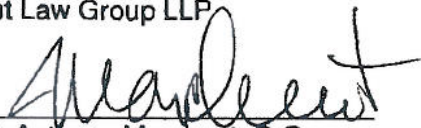
Defendants

1. The terms used in the present Annex have the same meaning as defined in the Settlement Agreement and Release (the "Settlement Agreement") entered into on the 9th day of February, 2016 by and between Ford Motor Company of Canada, Limited and Ford Motor Company (collectively "Ford") and Nelson McHenry, the plaintiff in *Nelson McHenry v. Ford Motor Company of Canada, Ltd. and Ford Motor Company*, Court File No. 12-55547 in the Ontario Superior Court of Justice (the "**Ontario Proceeding**") and Métal L.M. Landry Inc. and Jean-Nicolas Poirier, the plaintiffs in *Métal L.M. Landry Inc. and Jean-Nicolas Poirier v. Ford Motor Company of Canada, Limited and Ford Motor Company*, Court File No. 500-06-000570-115 in the Quebec Superior Court (Montreal) (the "**Quebec Proceeding**").
2. On March 14, 2014, Plaintiffs issued a Statement of Claim (under the *Class Actions Act* of Saskatchewan) with the Court of Queen's Bench for Saskatchewan, which was amended on April 13, 2015 (the "**Saskatchewan Proceeding**").

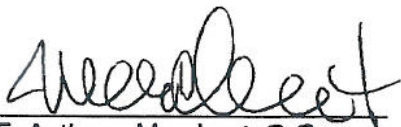
3. The Settlement Agreement is in respect of any and all claims asserted collectively in the Ontario and Quebec Proceedings against Ford Motor Company of Canada, Limited and Ford Motor Company by representative plaintiffs on behalf of a national class comprised of buyers and lessors of Class Vehicles in Canada and includes a settlement of any other complaint, action, or litigation in any other court or forum based upon the 6.0L Engine in the Class Vehicles, other than claims for bodily injury.
4. The Saskatchewan Proceeding is seeking certification of the same national class of persons alleging similar claims as those made in the Ontario Proceeding and the Quebec Proceeding.
5. Saskatchewan Class Counsel is Merchant Law Group LLP.
6. The Plaintiffs in the Saskatchewan Proceeding and Saskatchewan Class Counsel agree with all of the terms and conditions of the Settlement Agreement and, in light of the Settlement Agreement, the Plaintiffs in the Saskatchewan Proceeding and Saskatchewan Class Counsel agree to discontinue the Saskatchewan Proceeding upon the approval by the Courts in both Ontario and Quebec of the Settlement Agreement.

SIGNED as at February 9, 2016

Merchant Law Group LLP

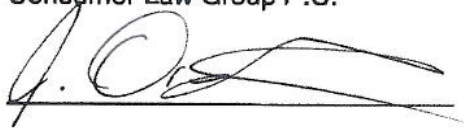

Per: E.F. Anthony Merchant, Q.C.

Merchant Law Group LLP on behalf of the Plaintiffs in the Saskatchewan Proceeding:


Per: E.F. Anthony Merchant, Q.C.

SIGNED as at February 9, 2016

Consumer Law Group Inc.
Consumer Law Group P.C.



Per: Jeff Orenstein, Class Counsel

SIGNED as at February 9, 2016

Blake, Cassels & Graydon LLP



Per: Hugh DesBrisay, Defence Counsel