SUPERIOR COURT

(Class Action)

CANADA PROVINCE OF QUÉBEC DISTRICT OF MONTRÉAL

No:

500-06-000570-115

DATE:

November 15, 2016

IN THE PRESENCE OF: THE HONOURABLE RICHARD NADEAU, J.S.C.

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' re-amended motion to authorize the bringing of a class action and to ascribe the status of representative;
- [2] **CONSIDERING** Petitioners' motion for the authorization of a class action, approval of a class action settlement, approval of a notice to Class Members, and approval of honorarium payments to the Petitioners;
- [3] **CONSIDERING** the settlement entered into between the Petitioners and the Respondents as reflected in the Settlement Agreement dated as of February 9, 2016, a copy of which is attached to this Judgment as Exhibit R-1 (the "Settlement Agreement");

PAGE: 2 500-06-000570-115

CONSIDERING that the appropriate notice was published in French and in [4] English;

- CONSIDERING the materials filed in the Court record and the submissions of [5] counsel for the Petitioners and counsel for the Respondents;
- CONSIDERING articles 574, 575, 579, 581 and 590 C.C.P.; [6]

POUR CES MOTIFS, LE TRIBUNAL :

FOR THESE REASONS, THE COURT:

- contraire dans, ou modification par, le specified in, or as modified by this présent Jugement, les termes utilisés aux Judgment, capitalized terms used herein présentes ont le sens qui leur est attribué shall have the meaning ascribed in the dans l'Entente de Règlement;
- statut de Représentants du Groupe;
- nom du Groupe suivant :
 - « Toutes les Personnes résidant dans la province du Québec, qui possèdent ou louent actuellement (ou qui ont possédé ou loué dans le passé) un véhicule Ford des années 2003 – 2007 vendu ou loué au Canada et équipé d'un moteur 6,0 L.

Sont exclues du Groupe :

- (a) toutes les Personnes résidant au Canada qui choisissent de s'exclure elles-mêmes du retirant Groupe en se conformément aux termes de cette Entente;
- (b) toutes les Personnes qui ont précédemment signé et livré à

- [7] ORDONNE que, sauf indication [7] ORDERS that, except as otherwise Settlement Agreement;
- [8] ACCUEILLE la requête ré-amendée [8] GRANTS the Petitioners' re-amended des Requérants en autorisation d'exercer motion to authorize the bringing of a class une action collective et pour attribution du action and to ascribe the status of representatives of the Class Members;
- [9] AUTORISE l'exercice de l'Action du [9] AUTHORIZES the institution of the Québec en tant qu'action collective aux Quebec Proceeding as a class action for fins de règlement seulement, assujetti aux settlement purposes only, subject to the modalités de l'Entente de Règlement, au terms of the Settlement Agreement, on behalf of the following Class:
 - Persons resident in 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 Canada who elect to exclude themselves from the Class by effectively opting out in accordance with the terms of this Agreement;
- Persons who have (b) executed and previously delivered to Ford Motor

Ford Motor Company et/ou à Ford du Canada Limitée une renonciation ou des renonciations à la revendication de toutes réclamations: et

- (c) toutes les Personnes qui, avant commencement des Audiences d'approbation de Règlement, (i) ont entrepris une poursuite judiciaire individuelle (c.-à-d. une poursuite judiciaire qui ne vise pas la certification ou l'autorisation d'une action collective) dans quelconque cour, faisant valoir une cause d'action de quelconque nature basée sur le moteur 6,0 L d'un Véhicule visé par l'action collective et (ii) n'ont pas volontairement arrêté discontinué une telle poursuite sans préjudice. »
- Company and/or Ford Motor Company of Canada, Limited a release or releases of all of their claims: and
- all Persons who, prior to the commencement of the Settlement Approval Hearings, (i) filed an individual lawsuit (i.e. 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 6.0 L Engine in a Class Vehicle and (ii) have not voluntarily dismissed or discontinued such lawsuit without prejudice.";
- [10] ATTRIBUE aux Requérants les statuts [10] APPOINTS the Petitioners as the de représentants du Groupe;
 - Representative Plaintiffs for the Class:
- [11] **DÉSIGNE** Groupe de Droit des [11] **APPOINTS** Consumer Law Group Inc. Consommateurs inc. comme Procureurs as Class Counsel for the Class; du Groupe:
- [12] ORDONNE que cette action collective [12] ORDERS that this class action is soit autorisée en tant qu'action collective authorized as a class proceeding on the sur la base de la question commune basis of the following common issue: suivante:
 - « Est-ce que Ford a manqué à une obligation envers les Membres du Groupe en refusant d'autoriser ses concessionnaires d'effectuer des réparations adéquates sous garantie pour les véhicules Ford équipés de moteurs 6.0 L Navistar pour les modèles des années 2003 à 2007? »

"Did Ford 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?"

[13] ACCUEILLE la requête des [13] **GRANTS** Petitioners' motion to Requérants en approbation de l'Entente de

Règlement:

- [14] ORDONNE ET DÉCLARE l'Entente de Règlement (incluant ses Settlement Agreement préambules, récitals et pièces) :
- est juste, raisonnable, et dans le a) is fair, reasonable, and in the best meilleur intérêt des Membres du Groupe.
- b) est approuvée en vertu de l'article 590 C.p.c., et
- sera mise en œuvre conformément à ses dispositions:
- [15] **ORDONNE** que les prestations de [15] Règlement énoncées dans l'Entente de Consideration set forth in the Settlement Règlement soient fournies en règlement Agreement shall be provided in full intégral des obligations des Intimées en satisfaction of the obligations vertu de l'Entente de Règlement;
- [16] ORDONNE que la forme et le contenu [16] ORDERS that the form and content of des Avis d'approbation de forme abrégée the Short form and Long Form Approval et détaillée, dont des copies sont jointes au Notices, copies of which are attached to présent jugement comme pièces R2A et this Judgment as Exhibits R-2A and R-2B R2B respectivement. sont présentes approuvés;
- [17] ORDONNE que les Avis d'approbation [17] ORDERS that the Approval Notices soient publiés et substantiellement en conformité et selon substantially in accordance with the Notice les modalités du Plan de diffusion, dont Plan, a copy of which is attached to this une copie est jointe au présent jugement Judgment as Exhibit R-3; comme pièce R-3:
- [18] ORDONNE que le coût et les frais de [18] ORDERS that the cost and fees for remise de l'avis conformément au présent giving the notice in accordance with this Jugement soient payés par Ford du Judgment shall be paid for by Ford Motor Canada Limitée;
- [19] ORDONNE que le présent Jugement [19] constitue la résolution complète limitation. toutes d'action soulevées par Requérants ou les Membres du Groupe

approve the Settlement Agreement;

- que [14] ORDERS AND DECLARES that the (including preambles, recitals and exhibits):
 - interests of the Class Members,
 - b) is hereby approved pursuant to article 590 C.C.P., and
 - c) shall be implemented in accordance with all of its terms:
 - **ORDERS** that Settlement the Respondents under the Settlement Agreement;
- par les respectively, are hereby approved;
- distribués shall be published and disseminated
 - Company of Canada, Limited;
- **ORDERS** that this Judament et constitutes the full and final resolution of all définitive de toutes les réclamations faites claims made in this action, including, dans cette action, y compris, sans without limitation, all claims and causes of les réclamations et action raised by the Petitioners or Class les Members in the Motion herein:

		*	

dans la présente Requête:

[20] ORDONNE que, à la Date d'Effet du [20] ORDERS that upon the Effective Date Règlement, les Requérants et chaque of Settlement, the Petitioners and each Membre du Groupe soient réputés avoir Class Member shall be deemed to have, donné, et de par l'effet de ce Jugement and by operation of this Judgment shall qu'ils aient effectivement donné, pleine have, released, waived and discharged quittance et entièrement et définitivement Ford Motor Company and Ford Motor libéré Ford Motor Company et/ou Ford du Company of Canada, Limited, their past Canada Limitée, leurs directeurs passés et and present directors, officers, employees, présents. leurs officiers, employés, partners, partenaires, agents, héritiers, exécuteurs, executors, administrateurs, successeurs, divisions. sociétés mères. apparentées ou affiliées. autorisés, souscripteurs, assureurs, co- insurers, assureurs, réassureurs, les titulaires de ventures, assigns, associates, lawyers and permis. coentreprises. ayants associés, avocats et contrôlant (les « Parties Quittancées »), demands, actions, causes of action of any de toutes autres réclamations, demandes, nature whatsoever, actions, causes d'action de quelque nature limited to any claim for violations of federal, que ce soit, y compris, mais sans s'y provincial or other law (whether in contract, limiter, toute réclamation pour violation du extra-contractual, or otherwise, including droit fédéral, provincial ou autre (qu'il soit statutory and injunctive relief, common law, inclus au contrat, extracontractuel ou autre, property and equitable claims), and also y compris les mesures statutaires et including Unknown Claims that were or injonctives, la common law, la propriété et could have been asserted against the réclamations équitables). comprenant également les Réclamations Proceedings, or in Inconnues qui ont été ou auraient pu être proceeding or litigation in any other court invoquées contre les Parties Quittancées or forum based on the 6.0-litre diesel dans l'Action du Québec, ou de toute autre engines in the Class Vehicles, except action, procédure ou litige devant tout bodily injury; autre tribunal ou forum, basé sur le moteur diesel 6.0 litre dans les Véhicules visés par l'action collective, sauf en ce qui a trait aux blessures corporelles:

principals, agents. administrators, successors. filiales, subsidiaries, divisions, parents, related or entités affiliated entities, authorized dépositaires underwriters, insurers, co-insurers, licensees, divisions. droit, controlling shareholders (the "Released actionnaires Parties") from any and all other claims, including et Released **Parties** in the any other action,

[21] ORDONNE qu'il est interdit aux [21] ORDERS that all Class Members are Membres du Groupe et que ceux-ci sont hereby barred, permanently enjoined, and restreints, de manière permanente, de restrained commencer ou d'entreprendre toute action, prosecuting any action, suit, proceeding, procédure, cause d'action, dans toute juridiction ou or court against Ford Motor Company or devant tout tribunal, contre Ford Motor Ford Motor Company of Canada, Limited

from commencina réclamation ou claim, or cause of action in any jurisdiction Company ou Ford du Canada Limitée ou or any other entities or persons who are to

		* *

toutes autres entités ou personnes qui be released seront quittancées en vertu des présentes, relating to, or arising out of, any of the fondé sur, concernant, ou découlant de, matters which are released pursuant to this quelconque matière faisant l'objet d'une Judgment; quittance en vertu du présent Jugement;

hereunder,

- [22] ORDONNE que, sans d'aucune façon [22] ORDERS that without affecting the affecter la finalité du présent Jugement, la finality of this Judgment in any way, the Cour conserve sa compétence exclusive et Court reserves continuing and exclusive continue sur les parties (y compris tous les jurisdiction over the Parties (including all Membres du Groupe), pour l'exécution, members of the Class), for the execution, l'accomplissement, l'administration et la consummation, mise en application des termes de enforcement of the terms of the Settlement l'Entente de Règlement;
 - administration. Agreement:
- [23] ORDONNE que chaque Membre du [23] ORDERS that each Class Member Groupe doit consentir et sera réputé avoir shall consent to and shall be deemed to consenti au rejet de toute action qui serait have consented to the dismissal of any interdite en vertu de la quittance fournie action that would be barred by the release par les présentes;
 - provided herein;
- [24] ORDONNE que si l'Entente de [24] ORDERS that if the Settlement ses termes, le présent Jugement sera with its terms, then this Judgment shall be révoqué et n'aura plus aucun effet ou set aside and be of no further force and aucune force, toutes les négociations, effect and all negotiations, statements and déclarations et procédures relatives au proceedings relating to the Settlement shall Règlement seront réputées être sans be deemed to be without prejudice to the préjudice aux droits des Parties et les rights of the Parties, and the Parties shall Parties seront réputées avoir été remises be deemed to be restored to their dans leurs situations existantes immédiatement l'Entente de Règlement soit exécutée;
- Règlement est résiliée conformément à Agreement is terminated in accordance respectives respective positions existing immediately avant que before the Settlement Agreement was executed:
- [25] DÉCLARE que l'Entente constitue une aux présentes et des Membres du Groupe; parties hereto and all Class Members;
- de [25] **DECLARES** that the Settlement transaction Agreement constitutes a transaction in conformément à l'article 2631 du Code civil conformity with article 2631 of the Civil du Québec, liant l'ensemble des parties Code of Quebec, which is binding upon all
- [26] ORDONNE que Renkim Corporation [26] ORDERS that Renkim Corporation is présentes, Administrateur des réclamations aux fins for the Settlement and shall execute its du Règlement et qu'elle doive exécuter ses obligations as set out in the Settlement obligations telles qu'énoncées l'Entente de Règlement:
 - désigné hereby appointed as Claims Administrator dans Agreement:

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[27] **ORDONNE** que l'Administrateur des [27] réclamations fournisse un rapport aux Administrator shall Procureurs du Groupe et aux procureurs Counsel and to counsel for Ford, who shall de Ford, qui le fourniront à la Cour, au provide to this Court, a report at the terme de l'administration du processus des conclusion of the administration of the Réclamations, concernant les paiements Claims process, with regard to payments effectués aux Membres du Groupe;

[28] **ORDONNE** qu'au terme l'administration du processus Réclamations et à suite de la présentation du rapport de l'Administrateur the Claims Administrator with regard to des réclamations concernant paiements effectués aux Membres du list of those Persons who have opted-out, Groupe et la liste de ces Personnes s'étant this action shall be dismissed without costs exclues, cette action sera rejetée sans frais and with prejudice; et avec préjudice:

[29] ORDONNE que les Représentants du [29] ORDERS that the Petitioners shall be Groupe reçoivent des honoraires de 5 000 paid honorariums of \$5,000 each in \$ chacun en reconnaissance de leurs recognition of their efforts in prosecuting efforts dans la poursuite de cette action the class action through settlement; collective jusqu'au règlement;

[30] ORDONNE que les prélèvements par [30] ORDERS that the levies by the Fonds le Fonds d'aide aux actions collectives d'aide aux actions collectives be collected soient collectés pour chaque réclamation on each claim made by Quebec residents, faite par les résidents du Québec, tel que as prévu dans l'Entente de Règlement, et Agreement, and be remitted according to soient remis conformément à la Loi sur le the Loi sur le Fonds d'aide aux actions Fonds d'aide aux actions collectives et le collectives and the Règlement sur le Règlement sur le pourcentage prélevé par pourcentage prélevé par le Fonds d'aide le Fonds d'aide aux actions collectives;

[31] ORDONNE qu'une copie de ce [31] ORDERS that a copy of this Judgment Règlement:

[32] **LE TOUT**, sans frais de justice.

ORDERS that the Claims provide to Class made to Class Members;

de [28] ORDERS that at the conclusion of the des administration of the Claims process and la following the presentation of the report of les payments made to Class Members and the

provided for in the Settlement aux actions collectives;

Jugement soit affichée sur le Site Web du shall be posted on the Settlement Website;

[32] **THE WHOLE**, without legal costs.

RICHARD NADEAU, J.S.C

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Me Jeff Orenstein
Me Andrea Grass
GROUPE DE DROIT DES CONSOMMATEURS/ CONSUMER LAW GROUP INC.
Attorneys for the Petitioners

Me Robert Torralbo BLAKES, CASSELS & GRAYDON LLP Attorneys for the Respondents

Hearing Date: November 15, 2016

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EXHIBIT R-1

(Settlement Agreement) TABLE OF CONTENTS

500-06-000570-115

REC	ITALS	general
I.	DEFINITIONS	
A.		
В.	"Approval Notice"	4
C.	"Claim"	4
D.	"Claims Form"	4
E.	"Claim Period"	4
F.	"Claims Administrator"	4
G.	"Class" or "Class Members"	5
Н.	"Class Counsel"	5
.	"Class Vehicles"	5
J.	"Courts" means collectively the Ontario Superior Court of Justice and the Quebec	
	Superior Court.	õ
K.	"Defence Counsel"	ó
L.	"Due Diligence"6	Š
M.	"Effective Date of Settlement"	ĵ
N.	and the state of t	
	"Extended Warranty Period Repair"	,
O.	"Extended Warranty Period Repair"	
O. P.		,
P.	"Ford"	7
P. Q.	"Ford" 7 "FOC" 7 "FMC" 7 "Ford New Vehicle Limited Warranty" 7	7
P. Q.	"Ford" 7 "FOC" 7 "FMC" 7 "Ford New Vehicle Limited Warranty" 7	7
P. Q. R.	"FOC"	7
P. Q. R. S. T. U.	"Ford" 7 "FOC" 7 "FMC" 7 "Ford New Vehicle Limited Warranty" 7 "Opt-Out" 8 "Opt-Out Period" 8 "Orders for Approval of the Settlement Hearing Notice" 8	7
P. Q. R. S. T. U.	"Ford" 7 "FOC" 7 "FMC" 7 "Ford New Vehicle Limited Warranty" 7 "Opt-Out" 8 "Opt-Out Period" 8	,

X.	"Person"	9
Y.	"Released Parties"	9
Z.	"Released Claims"	9
AA	."Repair Order"	. 9
BB	"Representative Plaintiffs"	10
CC	"Settlement"	10
DD	."Settlement Approval Hearings"	10
EE.	"Settlement Approval Orders"	10
FF.	"Settlement Hearings Notice"	10
GG	."Unknown Claims"	11
НН	."Warranty Deductible"	11
II.	"Warranty Repair"	***************************************
II.	SETTLEMENT CONSIDERATION	11
A.	Costs of Notice Program	
В.	The state of the s	
D,	Cooler	
C.	Partial Reimbursement for Extended Warranty Period Repairs to Fuel Injectors	12
D.	Partial Reimbursement for Extended Warranty Period Repairs of EGR Valve	
E.	Partial Reimbursement for Extended Warranty Period Repairs of Turbocharger	13
F.	Partial Reimbursement of Warranty Deductibles	
III.	SUBMITTING CLAIMS	14
IV.	DETERMINING CLAIMS	
V.	ADMINISTRATION OF THE SETTLEMENT	
V. VI.	CLASS COUNSEL'S FEES AND DISBURSEMENTS AND CLASS	
REP	RESENTATIVE AWARDS	. 17
VII.	SETTLEMENT APPROVAL PROCESS, OBJECTIONS AND OPT-OUTS	
A.	Co-Operation and Best Efforts	. 19

В.	Motions for Settlement Hearing Notice Approvals and Hearing Notices	19
C.	Objections	20
D.	Settlement Approval Motions	
E.	Opt-Out Rights / Request for Exclusion	21
F.	Approval Notices	
VIII.	WITHDRAWAL FROM SETTLEMENT	23
IX.	RELEASE	
X.	DISMISSAL / DECLARATION OF SETTLEMENT	
XI.	MISCELLANEOUS PROVISIONS	
A.	Due Diligence	
В.	Class Certification / Authorization	
C.	The effect of Schedules	
D.	No Admission	26
E.	Entire Agreement	
F.	Counterparts	27
G.	Arm's Length Negotiation	
H.	Dispute Resolution	27
I.	Continuing Jurisdiction	28
J,	Motions for Directions	28
K.	Binding Effect of Settlement Agreement	
L.	Nullification	28
M.	Extensions of Time	28
N.	Language	*
O.	Program Claimant Confidentiality	29
P.	Service or Notice	
Q.	Civil Code	

R. Authority to Execute Agreement	30
SCHEDULE A	
SCHEDULE B	
SCHEDULE C	
SCHEDULE D	
SCHEDULEE	

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 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.

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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, reinsurers, 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 optout 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(cd) 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:

- 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.

.38

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

O. 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

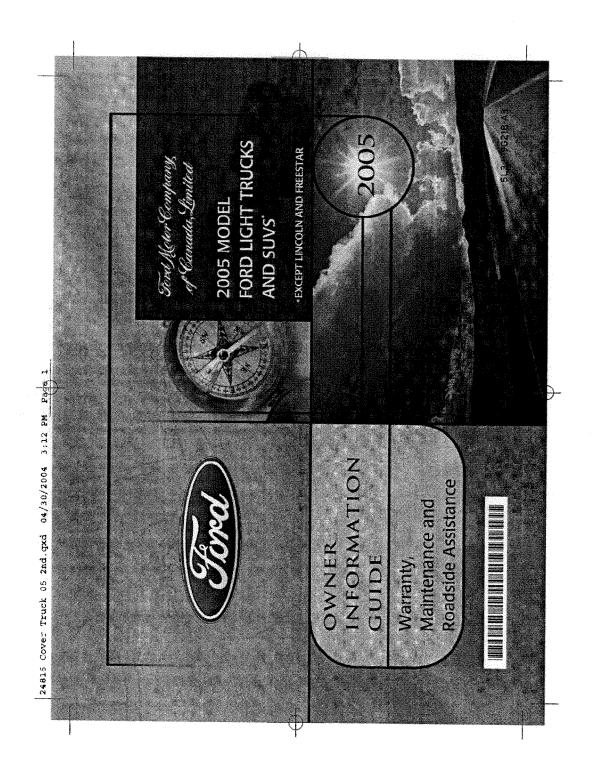
BLAKE, CASSELS & GRAYDON LLP

Per:

Hugh DesBrisay, Defence Counsel

SCHEDULE A

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



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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

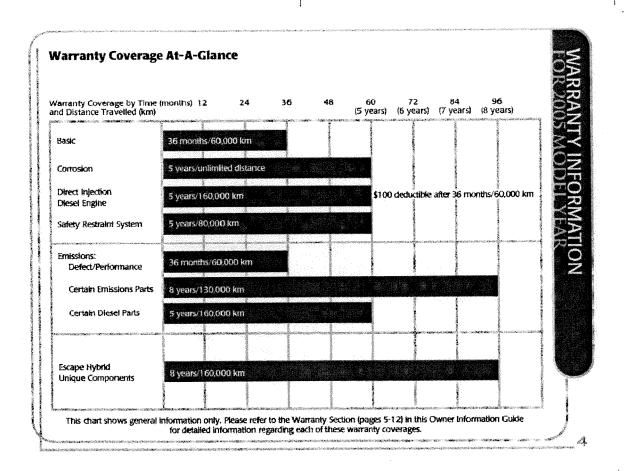
Seana Chadwick Director, Customer Satisfaction

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

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

	285		
	Warranty Information for 2005 Model Year	Pa	
	Warranty Coverage At-A-Glance		
	Your Ford New Vehicle Limited Warranty		
	Who is Authorized to Do Warranty Repairs?		5
	Who Pays for Warranty Repairs?		5
	When Does the Warranty Begin?		
	What is Covered?		
	Bask Coverage		5
	Escape Hybrid Unique Component Coverage		5
	Roadside Assistance 1-800-665-2006		5
	Corrosion Coverage		6
	6.0 L Direct Injection Diesel Engine Coverage		6
	Safety Restraint Coverage	r + a,	6
	Ernissions Control Systems Coverage		6
	Tire Warranty		8
	Warranty Coverage for Specified Components		
	Ford Accessories Coverage		8
	What is Not Covered Under this New Vehicle Limited Warranty?		•
	Important Information on Ambulance Conversions		
	New Vehicle Warranty Limitations		
	Inspect Your New Vehicle Carefully		
	Take Care of Your Vehicle and It Will Take Care of Youl .		
	Does the New Vehicle Limited Warranty	* * *	* *
	Apply to Your Vehicle?		4.3
	Taking Your Vehicle on a Trip?		
	If You Are a Subsequent Ford Owner		
	Need Assistance? We're Here to Help You		
			• ***
-	Important Owner Information		
	Log on to www.ford.ca		
	Ford Extended Service Plan		13
	Driving Habits Make a Difference		
	- To You and to the Environment	1	13

	je 0.
cheduled Maintenance Services Pag	e
Quality Care	
- An Investment in Your Driving Satisfaction	5
Protecting Your Investment	5
Which Maintenance Schedule is Right for You?	5
Special Operating Conditions	5
Additional Maintenance Requirements for Specific Vehicle Types or Operations	6
Owner Maintenance Checks	7
Check the Web for Additional Information	7
theduled Maintenance Validation Record	a
	į,
ord Roadside Assistance Club	
Roadside Assistance – For Your Peace-of-Mind	
Membership in the Roadside Assistance Club	
A Roadside Assistance Card for Your Wallet	
The Roadside Assistance Club Has You Covered 3	Ĭ
Towing and Road Service Reimbursement	
General Information on Roadside Assistance Services 3	ľ
Emergency Lock-out Service3:	2
Emergency Travel Expense Reimbursement	2
Going on a Trip? We'd Love to Help You Plant	Ž
If You Need to Submit a Claim	2
Extend Your Roadside Assistance Benefits	ž
our Guide to Quality Collision Repairs	
The Insurance Company	3
The Collision Repair Centre	
The Estimate33	
The Parts	
Your Safety	
Your Satisfaction	
rrms	



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/untimited 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

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.

NEXTE: Some components may also be covered by the Emissions Warrantles 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 perscribed 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

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 falls 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; Attitude 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 (MILI/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 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 Comrol System and Sensors, Coki 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.

The 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

owner literature supplied with your new vehicle.

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 reptace 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 performanceenhancing 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 FOR 2005 MODEL YEAR

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:

Bird and Bee

Water or Flood

· Road Salt and Tree Sap • Windstorm

Droppings

- Stone Chips and Scratches (e.g. on paint and glass)
- Dings/Dents
- Lightning and Hall
- Earthquake
- Cuts, Burns, Punctures or Tears

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 labout 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
- Oil/Air Filters
- Cleaning/Polishing
- Tire Rotations
- Engine Tune-ups
- · Olls, 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 Warramly 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 over pressurtation 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 manufacture 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 (QVMS) of limousines to perform Ford Excursion limousine conversions using the XLT package with a 6.8L engine and 4.30 axie (XC3). In addition, the Excursion limousine must have the brake hydro-boast and the upgrade. Only Pirelli 265/75R 16 E or Goodyear 235/88/16 E thes 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 Cross Vehicle Weight Ruting (CVVRI) of 11,000 pounds. If the Excursion limousine has not been modified by an authorized QVM analyor stretched 140 inches beyond the standard wheelbase, or has a GVVRR of over 11,000 pounds, then the New Vehicle Limited Warranty is voided and any Ford Extended Service Pan (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 resporsibilities for Emissions Warranty, recall and in-use compilance).

Not Covered Under the Tire Warranty:

Normal wear and/or worm-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).
- Darnage 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 falled because you:

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

New Vehicle Warranty Limitations

The foregoing coverage described in the New Vehicle Limited Warranty are the only express warrantles 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 iaw 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 ilmited to the applicable warranty duration period as specified herein.

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 maintnance 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/ficensed for use in countries other than Canada or the United States.

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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.

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 tallored 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.oec.arcan.gc.ca/vehicles,

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 poorty-tuned engine con 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. Terr 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 qualify air-pressure gauge and check the inflation pressure of your tires once a morith. 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 Auto\$mart Guide, call Natural Resources Canada at 1-800-387-2000 or visit their web site at www.oee.nrcan.gc.ca/vehicles.



QualityCare

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 (V) 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 axie RH axie 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 axie lubricant every 250,000 km
- Inspect and lubricate 4x4 axle u-joints every 20,000 km

Super Duty, F-Super Duty

- Replace rear axie 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 Jubicate 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 Monito

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

Normal Axle and Power Take-Off Maintenance

Rear axles and power take-off (PTO) units containing synthetic inbricant 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 dealerperformed 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.

A 49-point inspection has been performed in accordance with the service record for this vehicle, shop manual procedures and applicable dealer instructions.	Date	Check battery performance Check operation of horn, exterior is warning lights.	are, including spare mage, loose parts and foreign material amps, turn signals and hazard air conditioning hoses for debris, leaks d wiper operation
	e and distance (whichever occu	 Inspect air cleaner filter Inspect half shaft dust boots, if equ 	ipped ension, ball joints, drive shaft U-joints scheduled maintenance s interval charts.
Change engine oil Replace oil filter Multi-point Inspection	Appt Date // / Price Service Date // /	Change engine oil Replace oil filter Multi-point inspection Inspect thres for wear and rotate	Appt. Date / / Price Service Date / /
			Dealer Code

QualityCare

9 months/15,000 km SERV	ICE - Recommended*	12 months/20,000 km SERVIC	E - Required
Change engine oil Replace oil filter	Appt. Date//	Change engine oil Replace oil filter	Appt. Date
Multi-point inspection	Price	Multi-point inspection Inspect tires for wear and rotate	Price
, and	Service Date://	Replace cabin/pollen air filter Of equipperi)	Service Date/_/
	km	 Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system* 	km
	Dealer Code	* Fuhricate hinges, Intches and locks	Dealer Code
	R0.#	Clean battery terminals Inspect wheels for end play or noise	RO.#
*Special Operating Conditions, see pages 15-16	Auth. Signature	* Brake system: may require servicing based on wear, damage or operation	
15 months/25,000 km SER1	/ICE - Recommended*	18 months/30,000 km SERVIC	E - Required
Change engine oil Replace oil filter	Appt. Date////////	Change engine oil Replace oil filter	Appt. Date//
Multi-point inspection	Price	Muiti-point inspection Inspect tires for wear and rotate	Price
	Service Date / /		Service Date//
	km		km
	Dealer Code		Dealer Code
	REPORTS		
Special Operating Conditions	R.O. #		R.O. #



SCHEDULED MAINTENANCE VALIDATION RECORD

21 months/35,000 km SER\	/ICE - Recommended*	24 months/40,000 km SERVIC	E - Required
Change engine oil Replace oil filter Multi-point Inspection	Appt Date / /	- Change engine oil - Replace oil filter - Multi point inspection - Inspect tires for wear and rotate - Replace cabin/pollen air filter	Appt. Date / / Price
	Service Date//_km	if equipped) *inspect brake pags, shoes, rotors, drums, brake lines and hoses, and parking brake system*	km
	Dealer Code 2 8	Lubricate hinges, latches and locks Lubricate weather-stripping Clear battery terminals	Desler Code
"Special Operating Conditions, see pages 15-16	R.O. # Auth. Signature	Inspect wheels for end play or noise Trake system may require servicing based on wear, damage or operation	R.O. #
		30 months/50,000 km SERVIC	E-Required
27 moreths/45,000 km SER\ • Change engine oil • Replace oil filter	Appt Date // /	Change engine off Replace oil filter Multi-point inspection	Appt Date//
• Multi-point Inspection	Price	Inspect lires for wear and rotate Replace engine air fifter	Price
	Service Date//	Replace engine crank case filter Inspect/adjust 4X2 wheel bearings for end play (if serviceable)	Service Date///
9	Pealer Code	Inspect and lubricate hub locks (4x4 Excursion only) Replace fuel filter	Dealer Code
	RO.#	Automatic garsmission/transaxie service** "Regulared only on 4R100/SR110W	RO.#
Special Operating Conditions, see pages 15-16	Auth. Signature	transmissions. All others, see Special Operating Conditions on pages 15-16.	Auth. Signature

Quality Care

33 months/55,000 km SER	VICE - Recommended*	36 months/60,000 km SERVIO	CE - Required
Change engine oit Replace oil filter Multi-point inspection.	Appt Date/ _/ Price/ _/ Service Date/ _/	Change engine oil Replace oil filter Multi point inspection Inspect fires for wear and rotate Replace cabin/pollen air filter (if equipped) Inspect brake pads, shoes, rotors.	Appt. Date // / Price
	km	drums, brake lines and hoses, and parking brake system* • Lubricate hinges, latches and locks	km
	Dealer Code R.O. #	Lubricate weather-stripping Clean battery terminals Inspect wheels for end play or noise	R.O. #
"Special Operating Conditions, see pages 15-16	Auth. Signature	Reake system may require servicing based on wear, damage or operation	Auth. Signature
39 months/65,000 km SER	VICE - Recommended*	42 months/70,000 km SERVIC	E-Required
- Change engine oil - Replace oil filter - Multi-point inspection	Appt. Date //_ Price	Change engine oil Replace oil filter Multi-point inspection inspect tires for wear and rotate	Appt Date// Price
	Service Date		Service Date / /
	km		km
	Dealer Code		Dealer Codé
*Special Operating Conditions;	RO.#		RO.#
see pages 15-16	Auth. Signature		Auth. Signature

QualityCare

SCHEDULED MAINTENANCE VALIDATION RECORD

5 months/75,000 km SER	JICE - Recommended	48 months/80,000 km SERVIC	
Change engine oil Replace oil filter	Appt Date / /	Change engine oil Replace oil filter	Appt. Date//
Multi-point inspection	Price	Multi-point inspection Inspect tires for wear and rolate	Price
	Service Date/		Service Date / /
	km	 Inspect brake pads, shoes, rotors, dnims, brake lines and hoses, and parking brake system* 	km
	Dealer Code	Lubricate hinges, latches and locks Lubricate weather-stripping	Dealer Code
	RO.#	Clean battery terminals Inspect wheels for end play or noise	RO.#
Special Operating Conditions, see pages 15-16	Auth. Signature	* Brake system: may require servicing based on wear, damage or operation	
11 months/85,000 km SER	VICE - Recommended*	54 months/90,000 km SERVIC	E-Required
Change engine oil Replace oil filter	Appt Date//	Change engine oil Replace oil filter	Appt. Date
Multi-point inspection	Price	Muili-point Inspection inspect tires for wear and rotate	Price
	Service Date//		Service Date / /
	* km		km
	Dealer Code		Dealer Code
	Dealer Code		RO.#

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57 months/95,000	km SERVICE - Recommended*	60 months/100,000 km SERVICE - Required	k Arysolyk kodnosti 4., viški i d
Change engine oil Replace oil filter Multi-point inspection	Appt: Date / / Price Service Date / / km	Change engine oil and replace oil filter inspect tires for wear and rotate Multi-point inspection Replace cablin/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	Appt. Date//_ Price//_ Service Date//_ km
	R.O. # Auth. Signature	Replace engine air fliter and fuel filter Replace engine crank case fliter Replace 'yellow' engine coolant	Dealer Code
Special Operating Conditions, see pages 15-16 63 months/105,000 km SERVICE- Recommended • Change engine oil Appt Date		Inspect and fubricate hilb locks (4x4 Excursion only) Replace manual transmission fluid Automatic transmission/transaxie service* Brake system: may require servicing based on wear. Required only on 4R100/5R110W transmissions. All on pages 15-16.	Auth. Signature damage or operation outlers, see Special Operating Conditi
Replace oil filter Multi point inspection	oil filter Appr. Date	66 months/110,000 km SERVICE - Required	
	Service Date//	Inspect tires for wear and rotate	Appt. Date / / / Price
	Dealer Code R.O. #		Service Date / / km
	Auth, Signature		Dealer Code
	Audi. Signature		RO.#

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69 months/115,000 km SER	VICE - Recommended*	72 months/120,000 km SERVI	CE - Required
- Change engine oil - Replace oil filter - Multi-point Inspection	Appt. Date / / Price Service Date / / km Dealer Code	- Change engine oil - Reptace oil filter - Multi-point Inspection - Inspect tires for wear and rotate - Reptace cabin/pollen air filter - If Anultiped - Inspect brake pads, shoes, rotors, drums, brake lines and hoses, and parking brake system - Lubricate hinges, latches and locks - Lubricate hinges, latches and locks - Lubricate reminals	Appt Date/
	RO.#	Inspect wheels for end play or noise	RO.#
*Special Operating Conditions, see pages 15-16	Auth. Signature	* Brake system: may require servicing based on wear, damage or operation	Auth. Signature
75 months/125,000 km SER	VICE - Recommended*	78 months/130,000 km SERVI	CE - Required
Change engine oil Replace oil filter	Appt. Date	Change engine pil Replace pil filter	Appt. Date//
Mutti-point inspection	Price	Multi-point Inspection Inspect lires for wear and rotate	Price
	Service Date//		Service Date///
	km		km
	Dealer Code		Dealer Code
	RO.#		R.O. #
*Special Operating Conditions, see pages 15-16	Auth. Signature		Auth, Signature

QualityCare-

81 months/135,000 km SEA	VICE - Recommended*	84 months/140,000 km SERV	CE - Required
Change engine oil Replace oil filter	Appt. Date / /	Change engine oil Replace oil filter	Appt. Date//
Multi-point inspection	Price	Multi-point inspection Inspect tires for wear and rotate	Price
	Service Date / y	Replace cabin/pollen air filter (if equipped) Inspect brake pads, shoes, rotors,	Service Date / /
	km	drums, brake lines and hoses, and parking brake system*	km
100	Dealer Code	Lubricate hinges, latches and locks Lubricate weather-stripping	Dealer Code
7	R.O. #	Clean battery terminals Inspect wheels for end play or noise	R.O. #
Special Operating Conditions, see pages 15-16	Auth. Signature	* Brake system may require servicing based on wear, damage or operation	Auth. Signature
87 months/145,000 km SER	VICE - Recommended*	90 months/150,000 km SERVI	CE - Required
Change engine oil	Appt. Date //	Change engine oil Replace oil filler Multi-point inspection	Appt. Date//
Replace oil filter Multi-point inspection	Price	Inspect tires for wear and rotate Replace engine air filter	Price
	Service Date////////	Replace engine crank case filter Inspect/adjust 4X2 wheel bearings	Service Date//
	km	for end play (if serviceable). Inspect and lubricate hub jocks (4x4 Excursion only)	km
	Dealer Code	Replace fuel filter Replace spark plugs and PCV	Dealer Code
	RO. #	(except 5.4 and 6.8 L engines) - Automatic transmission/transaxie - service**	RO.#
Special Operating Conditions, see pages 15-16	Auth. Signature	"Required only on 4R100/5R110W transmissions All others, see Special Operating Conditions	Auth Signature

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Qu	131		at i	m	0*
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93 months/ 155,000 km 5EH	(VILE - Recommended)	SO HORRIS/TOD, OUG SIDSTERVI	re- nedanea
- Change engine oil - Replace oil filter - Multi-point Inspection - Special Operating Conditions, see pages 15-16	Appt. Date//	Change engine oil Replace oil filter Muitt point inspection Inspect tires for wear and rotate Replace cabin/pollen air filter	Appt. Date//
	Service Date	(if equipped) - inspect brake pads, shoes, rotors, drums, brake lines and hoses,	Service Date
	km	and parking brake system*	km
	Dealer Code	Lubricate hinges, latches and locks Lubricate weather stripping Clean battery terminals	Dealer Code
	R.O. #	 Inspect wheels for end play or noise Replace "vellow" engine coolant 	RO. #
	Auth. Signature	* Brake system may require servicing based on wear, damage or operation	Auth. Signature
99 months/165,000 km SEF	RVICE - Recommended*	102 months/170,000 km 5ER\	/ICE - Required
Change engine off Replace oil filter Multi-point hispection	Appt. Date//	Change engine oil Replace oil filter	Appt. Date//
	Price	Multi-point inspection Inspect tires for wear and rotate	Price
	Service Date /		Service Date//
	km		km
	km		Dealer Code

QualityCare-

105 months/175,000 km SERVICE - Recommended*		108 months/180,000 km SERV	108 months/180,000 km SERVICE - Required	
Change engine cili Replace cili filter Multi-point inspection	Appt. Date //	Change engine oil Replace oil filter Multi-point inspection Inspect tires for wear and rotate	Appt. Date// Price	
"Special Operating Conditions, see pages 15-16	Service Date//	Replace cabin/pollen air filter tif equipped Inspect brake pags, shoes, rotors, drums brake lines and hoses.	Service Date	
	km	and parking brake system* * Lubricate hinges, latches and locks	km	
	Dealer Code	Lubricate weather-stripping Clean battery terminals. Inspect wheels for end play or noise.	Dealer Code	
	R.O. #	* Brake system: may require servicing	R.O. #	
	Auth. Signature	based on wear, damage or operation	Auth, Signature	
111 months/185,000 km SE • Change engine oil • Replace oil filter • Multi-point inspection	Appli Date//	114 months/190,000 km SERVI - Change engine oil - Replace oil filter - Multi-point inspection	ICE - Required Appt. Date	
	Price	Inspect tires for wear and rotate	Price	
	Service Date//	arak .	Service Date / /	
	km		km	
	km	And the second s	km Dealer Code	