

FORD MOTOR CO
Form 424B2
December 07, 2016

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Filed Pursuant to Rule 424(b)(2)
Registration Statement No. 333-194060

Calculation of the Registration Fee

Title of Each Class of Securities Offered	Maximum Aggregate Offering Price	Amount of Registration Fee(1)
4.346% Notes due December 8, 2026	\$1,500,000,000	\$173,850
5.291% Notes due December 8, 2046	\$1,300,000,000	\$150,670

(1)

Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.

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(To Prospectus dated February 21, 2014)

\$2,800,000,000
Ford Motor Company
\$1,500,000,000 4.346% Notes due December 8, 2026
\$1,300,000,000 5.291% Notes due December 8, 2046

The 4.346% Notes due December 8, 2026 (the "2026 Notes") will bear interest at the rate of 4.346% per annum. The 5.291% Notes due December 8, 2046 (the "2046 Notes" and, together with the 2026 Notes, the "Notes") will bear interest at the rate of 5.291% per annum. The Notes will bear interest from December 8, 2016 and Ford will pay interest on the Notes semi-annually in arrears on June 8 and December 8 of each year, beginning June 8, 2017.

The Notes will not be subject to redemption at our option at any time prior to September 8, 2026 with respect to the 2026 Notes and June 8, 2046 with respect to the 2046 Notes (three months and six months prior to maturity of the 2026 Notes and the 2046 Notes, respectively). At any time on or after September 8, 2026 with respect to the 2026 Notes and June 8, 2046 with respect to the 2046 Notes, we may, at our option, upon not less than 30 or more than 60 days' prior notice, redeem all or any portion of the respective Notes at a redemption price equal to 100% of the principal amount of such Notes to be redeemed. Holders of any Notes redeemed will also receive accrued and unpaid interest thereon to the date of redemption. The Notes will not be subject to repayment at the option of the holder at any time prior to maturity and will not be entitled to any sinking fund. See "Description of Notes" in this prospectus supplement.

Investing in the Notes involves risks. See "Risk Factors" on page S-1 of this prospectus supplement and "Risk Factors" beginning on page 2 of the accompanying prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement and the accompanying prospectus. Any representation to the contrary is a criminal offense.

	2026 Notes		2046 Notes	
	Per Note	Total	Per Note	Total
Initial public offering price	100.000% \$	1,500,000,000	100.000% \$	1,300,000,000
Underwriting discounts and commissions	0.450% \$	6,750,000	0.875% \$	11,375,000
Proceeds, before expenses, to Ford	99.550% \$	1,493,250,000	99.125% \$	1,288,625,000

Interest on the Notes will accrue from December 8, 2016 and must be paid by the purchasers if the Notes are delivered to the purchasers after that date. Ford expects that delivery of the Notes will be made to investors on or about December 8, 2016.

We expect that delivery of the Notes will be made to underwriters in book-entry form through The Depository Trust Company ("DTC") for the benefit of its participants, including Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking S.A. ("Clearstream") on or about December 8, 2016.

Joint Book-Running Managers

BofA Merrill Lynch Citigroup Deutsche Bank Securities Goldman, Sachs & Co. Morgan Stanley
Joint Lead Managers

Barclays Credit Suisse J.P. Morgan RBC Capital Markets
Co-Managers

Bradesco BBI BB Securities BMO Capital Markets BNP PARIBAS CIBC Capital Markets
COMMERZBANK Credit Agricole CIB HSBC Lloyds Securities Mizuho Securities
NatWest Markets Scotiabank SOCIETE GENERALE SMBC Nikko TD Securities

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This prospectus supplement, the accompanying prospectus and any free-writing prospectus that we prepare or authorize contain and incorporate by reference information that you should consider when making your investment decision. We have not, and the underwriters have not, authorized any person to provide any information or represent anything about us other than what is contained or incorporated by reference in this prospectus supplement or the accompanying prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you.

The Notes are not being offered in any jurisdiction where the offer is not permitted.

You should not assume that the information in this prospectus supplement or the accompanying prospectus is accurate as of any date other than the date on the front of the documents.

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FORWARD-LOOKING STATEMENTS

Statements included or incorporated by reference herein may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are based on expectations, forecasts and assumptions by our management and involve a number of risks, uncertainties, and other factors that could cause actual results to differ materially from those stated, including, without limitation, those set forth in "Item 1A Risk Factors" and "Item 7 Management's Discussion and Analysis of Financial Condition and Results of Operations" of Ford's Annual Report on Form 10-K for the year ended December 31, 2015 (the "2015 Annual Report on Form 10-K") and in Part 1 "Item 2 Management's Discussion and Analysis of Financial Condition and Results of Operations" in Ford's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2016 (the "First Quarter 2016 Form 10-Q Report"), June 30, 2016 (the "Second Quarter 2016 Form 10-Q Report"), and September 30, 2016 (the "Third Quarter 2016 Form 10-Q Report"), which are incorporated herein by reference.

We cannot be certain that any expectations, forecasts or assumptions made by management in preparing these forward-looking statements will prove accurate, or that any projections will be realized. It is to be expected that there may be differences between projected and actual results. Our forward-looking statements speak only as of the date of their initial issuance, and we do not undertake any obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events, or otherwise.

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RISK FACTORS

Before purchasing any Notes, you should read carefully this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein, including risk factors discussions in Ford's 2015 Annual Report on Form 10-K, First Quarter 2016 Form 10-Q Report, Second Quarter 2016 Form 10-Q Report, and Third Quarter 2016 Form 10-Q Report for risk factors regarding Ford.

RATIO OF EARNINGS TO FIXED CHARGES

The ratio of our "earnings" to our combined "fixed charges" for the years 2011-2015 is included in our exhibit to our 2015 Annual Report on Form 10-K and such ratio for the nine months ended September 30, 2016 is included as an exhibit to our Third Quarter 2016 Form 10-Q Report.

USE OF PROCEEDS

Ford estimates that the net proceeds of this offering will be approximately \$2,781,625,000 after deducting the underwriting discounts and estimated offering expenses payable by Ford. Ford intends to use the net proceeds from the sale of the Notes for general corporate purposes.

DESCRIPTION OF NOTES

This description of the terms of the Notes adds information to the description of the general terms and provisions of debt securities in the prospectus. If this summary differs in any way from the summary in the prospectus, you should rely on this summary. The Notes are part of the debt securities registered by Ford in February 2014 to be issued on terms to be determined at the time of sale.

Ford will issue the Notes under the Indenture, dated as of January 30, 2002, as supplemented, between Ford and The Bank of New York Mellon, as successor to JPMorgan Chase Bank, as Trustee (the "Trustee"). The Indenture is summarized in the prospectus beginning on Page 5. The Indenture and the Notes will be governed by and construed in accordance with the laws of the State of New York.

2026 Notes

The 2026 Notes will initially be limited to \$1,500,000,000 aggregate principal amount and will be unsecured obligations of Ford. The 2026 Notes will mature on December 8, 2026. The 2026 Notes will be issued in minimum denominations of \$2,000 and will be issued in integral multiples of \$1,000 for higher amounts.

The 2026 Notes will not be subject to redemption at our option at any time prior to September 8, 2026 (three months prior to their maturity date). At any time on or after September 8, 2026, we may, at our option, redeem all or any portion of the 2026 Notes at a redemption price equal to 100% of the principal amount of the 2026 Notes. Holders of any 2026 Notes redeemed will also receive accrued and unpaid interest thereon to the date of redemption.

If any 2026 Notes are redeemed, the redemption price payable to the holder of any 2026 Notes called for redemption will be payable on the applicable redemption date against the surrender to us or our agent of any certificate(s) evidencing the 2026 Notes called for redemption. The 2026 Notes

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will not be subject to repayment at the option of the holder at any time prior to maturity and will not be entitled to any sinking fund.

Ford may, from time to time, without the consent of the holders of the 2026 Notes, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the 2026 Notes. Any such additional notes will, together with the 2026 Notes, constitute a single series of notes under the Indenture. No additional 2026 Notes may be issued if an Event of Default has occurred with respect to the 2026 Notes.

The 2026 Notes will bear interest from December 8, 2016 at the rate of 4.346% per annum. Interest on the 2026 Notes will be payable on June 8 and December 8 of each year (each such day an "Interest Payment Date"), commencing June 8, 2017, to the persons in whose names the 2026 Notes were registered at the close of business on the 15th day preceding the Interest Payment Date, subject to certain exceptions. Interest on the 2026 Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. If interest or principal is payable on a day that is not a business day, we will make the payment on the next business day, and no interest will accrue as a result of the delay in payment. By "business day" we mean any day other than a Saturday or Sunday or other day on which banking institutions in New York, New York are authorized or obligated by law or executive order to close.

2046 Notes

The 2046 Notes will initially be limited to \$1,300,000,000 aggregate principal amount and will be unsecured obligations of Ford. The 2046 Notes will mature on December 8, 2046. The 2046 Notes will be issued in minimum denominations of \$2,000 and will be issued in integral multiples of \$1,000 for higher amounts.

The 2046 Notes will not be subject to redemption at our option at any time prior to June 8, 2046 (six months prior to their maturity date). At any time on or after June 8, 2046, we may, at our option, redeem all or any portion of the 2046 Notes at a redemption price equal to 100% of the principal amount of the 2046 Notes. Holders of any 2046 Notes redeemed will also receive accrued and unpaid interest thereon to the date of redemption.

If any 2046 Notes are redeemed, the redemption price payable to the holder of any 2046 Notes called for redemption will be payable on the applicable redemption date against the surrender to us or our agent of any certificate(s) evidencing the 2046 Notes called for redemption. The 2046 Notes will not be subject to repayment at the option of the holder at any time prior to maturity and will not be entitled to any sinking fund.

Ford may, from time to time, without the consent of the holders of the 2046 Notes, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the 2046 Notes. Any such additional notes will, together with the 2046 Notes, constitute a single series of notes under the Indenture. No additional 2046 Notes may be issued if an Event of Default has occurred with respect to the 2046 Notes.

The 2046 Notes will bear interest from December 8, 2016 at the rate of 5.291% per annum. Interest on the 2046 Notes will be payable on June 8 and December 8 of each year (each such day an "Interest Payment Date"), commencing June 8, 2017, to the persons in whose names the 2046 Notes were registered at the close of business on the 15th day preceding the Interest Payment Date, subject to certain exceptions. Interest on the 2046 Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. If interest or principal is payable on a day that is not a business day, we will make the payment on the next business day, and no interest will accrue

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as a result of the delay in payment. By "business day" we mean any day other than a Saturday or Sunday or other day on which banking institutions in New York, New York are authorized or obligated by law or executive order to close.

Book-Entry, Delivery and Form

Each series of Notes will be issued in the form of one or more fully registered Global Notes (the "Global Notes") which will be deposited with, or on behalf of, The Depository Trust Company, New York, New York (the "Depository") and registered in the name of Cede & Co., the Depository's nominee. Notes in definitive form will not be issued, unless the Depository notifies Ford that it is unwilling or unable to continue as depository for the Global Notes and Ford fails to appoint a successor depository within 90 days or unless otherwise determined, at Ford's option. Beneficial interests in the Global Notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in the Depository. All interests in the Global Notes will be subject to the operations and procedures of the Depository.

Initial settlement for each series of Notes will be made in immediately available funds. Secondary market trading between participants of the Depository will occur in the ordinary way in accordance with Depository rules and will be settled in immediately available funds using the Depository's Same-Day Funds Settlement System.

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UNITED STATES TAXATION

The following is a discussion of the material United States federal income tax and, in the case of a non-United States person, United States federal estate tax consequences of the acquisition, ownership and disposition of a Note. It applies to you only if you are the beneficial owner of a Note that you acquire at its original issuance at the issue price indicated on the cover page of this prospectus supplement and you hold the Note as a capital asset within the meaning of section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"). This discussion does not apply to holders that are subject to special treatment under the United States federal income tax law, such as:

dealers in securities or currencies;

financial institutions or life insurance companies;

tax-exempt organizations;

S corporations, real estate investment trusts or regulated investment companies;

persons holding Notes as part of a hedge, straddle, conversion or other "synthetic security" or integrated transaction;

taxpayers subject to the alternative minimum tax;

U.S. holders (as defined below) with a functional currency other than the United States dollar; or

certain United States expatriates.

The discussion is based on the Code, Treasury regulations (including temporary regulations) promulgated thereunder, rulings, published administrative positions of the United States Internal Revenue Service (the "IRS") and judicial decisions, all as in effect on the date of this prospectus supplement, and all of which are subject to change, possibly with retroactive effect, or to different interpretations.

This discussion does not purport to address all of the United States federal income tax consequences that may be applicable to you in light of your personal investment circumstances or status, including the Medicare tax on net investment income. Prospective purchasers of Notes should consult their own tax advisors concerning United States federal income tax consequences of acquiring, owning and disposing of the Notes, as well as any state, local or foreign tax consequences.

U.S. Holders

This section describes the material United States federal income tax consequences to U.S. holders. You are a "U.S. holder" for purposes of this discussion if you are, for United States federal income tax purposes:

an individual who is a citizen or resident of the United States;

a corporation (or other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;

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an estate that is subject to United States federal income taxation without regard to the source of its income; or

a trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to

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control all substantial decisions of the trust or (2) a valid election is in effect under applicable Treasury regulations for the trust to be treated as a United States person.

If a United States partnership (including for this purpose any entity treated as a partnership for United States federal income tax purposes) is a beneficial owner of the Notes, the treatment of a partner in the partnership generally will depend upon the status of the partner and upon the activities of the partnership. A holder of Notes that is a partnership and partners in such partnership should consult their tax advisors.

Interest. Generally, a U.S. holder will include stated interest on the Notes as ordinary income at the time it is paid or accrued in accordance with the U.S. holder's method of accounting for United States federal income tax purposes.

Sale or Other Disposition of Notes. Upon the sale or other taxable disposition of a Note, a U.S. holder generally will recognize gain or loss equal to the difference between the amount realized on the sale or other disposition, except to the extent such amount is attributable to accrued but unpaid stated interest (which will be treated as interest as described above), and the holder's tax basis in the Note. Your tax basis in your Note generally will be your cost of the Note.

Gain or loss so recognized will be capital gain or loss and will be long-term capital gain or loss if your holding period in the Note exceeds one year. Long-term capital gains recognized by non-corporate holders generally will be subject to a lower tax rate than the rate applicable to ordinary income. The deductibility of capital losses is subject to limitations.

Non-United States Holders

This section describes the material United States federal income and estate tax consequences to non-United States persons. For purposes of this discussion, a non-United States person is a beneficial owner of a Note that is neither a U.S. holder nor any entity or arrangement that is treated as a partnership for United States federal income tax purposes. Subject to the discussion of backup withholding and FATCA below:

(i) payments of principal and interest on a Note that is beneficially owned by a non-United States person will not be subject to the 30% United States federal withholding tax; *provided*, that in the case of interest, (x) (a) the beneficial owner does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of Ford entitled to vote, (b) the beneficial owner is not a controlled foreign corporation that is related, directly or indirectly, to Ford through stock ownership, and (c) either (I) the beneficial owner of the Note provides a properly completed IRS Form W-8BEN or W-8BEN-E to person otherwise required to withhold United States federal income tax for such interest certifying, under penalties of perjury, that, among other things, it is not a United States person and provides its name and address or (II) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business (a "financial institution"), and holds the Note on behalf of a non-United States person, certifies to the person otherwise required to withhold United States federal income tax from such interest, under penalties of perjury, that such certification described above in clause (I) has been received from the beneficial owner by it or by a financial institution between it and the beneficial owner and furnishes the payor with a copy thereof; (y) the beneficial owner is entitled to the benefits of an income tax treaty under which the interest is exempt from United States federal withholding tax and the beneficial owner of the Note or such owner's agent provides a properly completed IRS Form W-8BEN or W-8BEN-E claiming the exemption; or (z) the beneficial owner conducts a trade or business in the United States to which the interest is effectively connected and the beneficial owner of the Note or such owner's agent provides a

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properly completed IRS Form W-8ECI; provided that in each such case, the relevant certification or IRS Form is delivered pursuant to applicable procedures and is properly transmitted to the person otherwise required to withhold United States federal income tax, and none of the persons receiving the relevant certification or IRS Form has actual knowledge that the certification or any statement on the IRS Form is false;

(ii) a non-United States person will not be subject to United States federal income or withholding tax on any gain realized on the sale, exchange or redemption of a Note unless the gain is effectively connected with the beneficial owner's trade or business in the United States or, in the case of an individual, the holder is present in the United States for 183 days or more in the taxable year in which the sale, exchange or redemption occurs and certain other conditions are met; and

(iii) a Note owned by an individual who at the time of death is not a citizen or resident of the United States will not be subject to United States federal estate tax as a result of such individual's death if the individual does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of Ford entitled to vote and the income on the Note would not have been effectively connected with a U.S. trade or business of the individual.

If a beneficial owner or holder of a Note is a non-United States partnership, the non-United States partnership will be required to provide an IRS Form W-8IMY, and unless it has entered into a withholding agreement with the IRS, to attach an appropriate certification obtained from each of its partners.

Interest on a Note that is effectively connected with the conduct of a trade or business in the United States by a holder of a Note who is a non-United States person (and, if an applicable tax treaty so requires, is attributable to a permanent establishment in the United States of such holder), although exempt from United States withholding tax (provided the non-United States person provides the appropriate certification) generally will be subject to United States income tax in the same manner as if such interest was earned by a United States person. In addition, if such holder is a non-United States corporation, it may be subject to a branch profits tax at a rate of 30% (or such lower rate provided by an applicable income tax treaty) of its annual earnings and profits that are so effectively connected, subject to specific adjustments.

Backup Withholding and Information Reporting

In general, information reporting requirements will apply to certain payments of principal and interest made on a Note and the proceeds of the sale of a Note within the United States to non-corporate U.S. holders of the Notes, and "backup withholding" generally will apply to such payments if the holder fails to provide an accurate taxpayer identification number (on an IRS Form W-9) in the manner required or to report all interest and dividends required to be shown on its United States federal income tax returns.

Information reporting on IRS Form 1099 and backup withholding will not apply to payments made by Ford or a paying agent to a non-United States person on a Note if, a properly completed certification of foreign status on an appropriate IRS Form W-8 is provided to Ford or its paying agent, as described above.

Payments of the proceeds from the sale of a Note made to or through a foreign office of a broker generally will not be subject to information reporting or backup withholding, except that if the broker is a United States person, a controlled foreign corporation for United States tax

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purposes, a foreign person 50% or more of whose gross income is effectively connected with a United States trade or business for a specified three-year period, a foreign partnership with specific connections to the United States, or a United States branch of a foreign bank or foreign insurance company, information reporting may apply to such payments. Payments of the proceeds from the sale of a Note to or through the United States office of a broker are subject to information reporting and backup withholding unless the holder or beneficial owner certifies that it is a non-United States person and that it satisfies certain other conditions or otherwise establishes an exemption from information reporting and backup withholding.

Backup withholding is not a separate tax, but is allowed as a refund or credit against the holder's United States federal income tax, provided the necessary information is furnished to the Internal Revenue Service.

Interest on a Note that is beneficially owned by a non-United States person will be reported annually on IRS Form 1042-S, which must be filed with the Internal Revenue Service and furnished to such beneficial owner. Copies of information returns may be provided to tax authorities in a beneficial owner's country of residence pursuant to a treaty or other agreement.

FATCA

Withholding taxes may be imposed under the Foreign Account Tax Compliance Act ("FATCA") on certain types of payments made to certain foreign financial institutions and certain other non-U.S. entities.

Specifically, a 30% withholding tax may be imposed on payments of interest on, and payments of gross proceeds from the sale or other disposition of, Notes to a "foreign financial institution" or a "non-financial foreign entity" (in each case, as defined in the Code), regardless of whether such foreign institution or entity is a beneficial owner or an intermediary, unless (1) in the case of a foreign financial institution, the foreign financial institution undertakes certain diligence and reporting obligations, (2) in the case of a non-financial foreign entity, the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner and satisfies certain other requirements or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements described in clause (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "U.S. persons" or "U.S.-owned foreign entities" (in each case, as defined in the Code), annually report certain information about such accounts and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules. Withholding under FACTA generally will apply to payments of interest on a Note regardless of when they are made. However, under the applicable Treasury Regulations and IRS guidance, withholding under FATCA generally will only apply to payments of gross proceeds from the sale or other disposition of a note on or after January 1, 2019.

Prospective purchasers of Notes should consult their tax advisors regarding the consequences and application of the rules under FATCA.

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Ford is selling the Notes to the Underwriters named below under an Underwriting Agreement dated December 5, 2016 and a related Pricing Agreement dated December 5, 2016. Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC are acting as representatives of the Underwriters. The Underwriters and the amount of Notes each of them has agreed to severally purchase from Ford are as follows:

Underwriter	Principal Amount of 2026 Notes
Citigroup Global Markets Inc.	\$ 132,000,000
Deutsche Bank Securities Inc.	132,000,000
Goldman, Sachs & Co.	132,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	132,000,000
Morgan Stanley & Co. LLC	132,000,000
Barclays Capital Inc.	75,000,000
Credit Suisse Securities (USA) LLC	75,000,000
J.P. Morgan Securities LLC	75,000,000
RBC Capital Markets, LLC	75,000,000
Banco Bradesco BBI S.A.	36,000,000
BB Securities Ltd.	36,000,000
BMO Capital Markets Corp.	36,000,000
BNP Paribas Securities Corp.	36,000,000
CIBC World Markets Corp.	36,000,000
Commerz Markets LLC	36,000,000
Credit Agricole Securities (USA) Inc.	36,000,000
HSBC Securities (USA) Inc.	36,000,000
Lloyds Securities Inc.	36,000,000
Mizuho Securities USA Inc.	36,000,000
RBS Securities Inc.	36,000,000
Scotia Capital (USA) Inc.	36,000,000
SG Americas Securities, LLC	36,000,000
SMBC Nikko Securities America, Inc.	36,000,000
TD Securities (USA) LLC	36,000,000
Total	\$ 1,500,000,000

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Underwriter	Principal Amount of 2046 Notes
Citigroup Global Markets Inc.	\$ 114,400,000
Deutsche Bank Securities Inc.	114,400,000
Goldman, Sachs & Co.	114,400,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	114,400,000
Morgan Stanley & Co. LLC	114,400,000
Barclays Capital Inc.	65,000,000
Credit Suisse Securities (USA) LLC	65,000,000
J.P. Morgan Securities LLC	65,000,000
RBC Capital Markets, LLC	65,000,000
Banco Bradesco BBI S.A.	31,200,000
BB Securities Ltd.	31,200,000
BMO Capital Markets Corp.	31,200,000
BNP Paribas Securities Corp.	31,200,000
CIBC World Markets Corp.	31,200,000
Commerz Markets LLC	31,200,000
Credit Agricole Securities (USA) Inc.	31,200,000
HSBC Securities (USA) Inc.	31,200,000
Lloyds Securities Inc.	31,200,000
Mizuho Securities USA Inc.	31,200,000
RBS Securities Inc.	31,200,000
Scotia Capital (USA) Inc.	31,200,000
SG Americas Securities, LLC	31,200,000
SMBC Nikko Securities America, Inc.	31,200,000
TD Securities (USA) LLC	31,200,000
Total	\$ 1,300,000,000

Under the terms and conditions of the Underwriting Agreement and the related Pricing Agreement, if the Underwriters take any of the Notes of a series, then they are obligated to take and pay for all of the Notes of that series.

The Underwriters have advised Ford that they propose initially to offer the Notes directly to purchasers at the applicable initial public offering price set forth on the cover page of this prospectus supplement, and may offer the Notes to certain securities dealers at such price less a concession not in excess of 0.270% of the initial public offering price of the 2026 Notes or 0.525% of the initial public offering price of the 2046 Notes. The Underwriters may allow, and such dealers may reallow, a concession not in excess of 0.150% of the initial public offering price of the 2026 Notes or 0.250% of the initial public offering price of the 2046 Notes to certain other dealers. After each series of the Notes are released for sale to the public, the offering price and other selling terms with respect to the Notes may from time to time be varied by the Underwriters.

One or more of the Underwriters may not be U.S.-registered broker-dealers. All sales of securities in the U.S. will be made by or through U.S.-registered broker-dealers.

Each series of the Notes is a new issue of securities with no established trading market for either series. Ford has been advised by the Underwriters that they intend to make a market in each series of the Notes, but they are not obligated to do so and may discontinue such market-making at any time without notice with respect to one or both series. No assurance can be given as to the liquidity of the trading market for the Notes.

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In connection with the offering, the Underwriters in the United States may engage in transactions that stabilize, maintain or otherwise affect the price of the Notes. Specifically, the Underwriters may over-allot in connection with the offering, creating a short position with respect to each series of the Notes. In addition, the Underwriters may bid for, and purchase, Notes in the open market to cover any short position or to stabilize the price of the Notes. Any of these activities may stabilize or maintain the market price of either series of the Notes above independent market levels. The Underwriters are not required to engage in these activities, and may end any of these activities at any time.

In connection with the offering of the Notes, the Underwriters (or persons acting on their behalf) may over-allot either series of Notes or effect transactions with a view to supporting the market price of the Notes during the stabilization period at a level higher than that which might otherwise prevail. However, stabilization action may not necessarily occur. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Notes is made and, if begun, may be ended at any time, but it must end no later than 30 days after the date on which the Issuer received the proceeds of the issue, or no later than 60 days after the date of allotment of the relevant securities, whichever is the earlier. Any stabilization action or over-allotment must be conducted by the Underwriters (or person(s) acting on their behalf in accordance with applicable laws and rules, and will be undertaken at the offices of the Underwriters (or persons acting on their behalf) and on the over-the-counter market).

No Public Offering Outside the United States

No action has been or will be taken in any jurisdiction outside of the United States of America that would permit a public offering of the Notes, or the possession, circulation or distribution of this prospectus supplement or any material relating to Ford, in any jurisdiction where action for that purpose is required. Accordingly, the Notes included in this offering may not be offered, sold or exchanged, directly or indirectly, and neither this prospectus supplement or any other offering material or advertisements in connection with this offering may be distributed or published, in or from any such country or jurisdiction, except in compliance with any applicable rules or regulations of any such country or jurisdiction.

European Economic Area

In relation to each Member State of the European Economic Area, each Underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive was implemented in that Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this prospectus supplement to the public in that Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Member State:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Underwriters; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require Ford or any Underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

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In this section, the expression an offer of Notes to the public in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State. The expression Prospectus Directive means Directive 2003/71/EC (as amended), and includes any relevant implementing measure in the Member State concerned.

This prospectus supplement has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of Notes.

United Kingdom

This document is for distribution only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "Financial Promotion Order"), (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations etc") of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). This document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

Each Underwriter has warranted and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan, or the FIEL, and the Notes will not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for reoffering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to any exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

Hong Kong

No Notes may be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "SFO") and any rules made thereunder; or (b) in other circumstances which do not

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result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance.

No advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) has been or will be issued other than with respect to the Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the shares under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

All secondary trading in the Notes will settle in immediately available funds.

Ford has agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended. Ford estimates that it will spend approximately \$250,000 for printing, registration fees, rating agency and other expenses related to the offering of the Notes. The Underwriters have agreed to reimburse Ford for certain expenses.

In the ordinary course of their respective businesses, certain of the Underwriters and their respective affiliates have engaged, and may in the future engage, in commercial banking, general financing and/or investment banking transactions with Ford and certain of its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of Ford and Ford Credit. Certain of the Underwriters or their affiliates that have a lending relationship with Ford and certain of its affiliates routinely hedge their credit exposure to Ford and certain of its affiliates consistent with their customary risk management policies. Typically, such Underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default

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swaps or the creation of short positions in our securities, including potentially the Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes offered hereby. The Underwriters and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

LEGAL OPINIONS

The legality of the Notes offered by Ford hereby will be passed on for Ford by Corey M. MacGillivray, Managing Counsel and Assistant Secretary of Ford, or other counsel satisfactory to the Underwriters. The Underwriters are being represented by Shearman & Sterling LLP, New York, New York. Mr. MacGillivray is a full-time employee of Ford, and owns and holds shares of common stock of Ford. Shearman & Sterling LLP has in the past provided, and may continue to provide, legal services to Ford and its subsidiaries.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The financial statements and management's assessment of the effectiveness of