

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**Ford Motor Company**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**38-0549190**

(I.R.S. Employer Identification No.)

**One American Road  
Dearborn, Michigan 48126  
(313) 322-3000**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Sarah E. Fortt, Esq.  
Deputy General Counsel and Secretary  
Ford Motor Company  
One American Road  
Dearborn, Michigan 48126  
(313) 322-3000**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

**Copy to:**

**Andrew L. Fabens, Esq.  
Robert D. Giannattasio, Esq.  
Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166  
(212) 351-4000**

**Approximate date of commencement of proposed sale to the public:** From time to time after the effective date of this registration statement.

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Non-accelerated filer

(Do not check if a

smaller reporting company)

Accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

**Ford Motor Company**  
**Senior Debt Securities, Subordinated Debt Securities,**  
**Preferred Stock, Depositary Shares, Common Stock, Warrants,**  
**Stock Purchase Contracts, and Stock Purchase Units**

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission ("SEC") utilizing a "shelf" registration process. Under this shelf process, we may, from time to time, sell the following types of securities described in this prospectus in one or more offerings:

- our debt securities, in one or more series, which may be senior debt securities or subordinated debt securities, in each case consisting of notes, debentures, or other unsecured evidences of indebtedness;
- shares of our preferred stock;
- depositary shares representing a fraction of a share of our preferred stock;
- shares of our common stock;
- warrants to purchase debt securities, preferred stock, depositary shares, or common stock;
- stock purchase contracts;
- stock purchase units; or
- any combination of these securities.

This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide a prospectus supplement or term sheet that will contain specific information about the terms of the securities being offered and sold in that offering. The prospectus supplement or term sheet may also add, update, or change information contained in this prospectus and, accordingly, to the extent inconsistent, information in this prospectus is superseded by the information in the prospectus supplement or term sheet.

Because we are a well-known seasoned issuer, as defined in Rule 405 of the Securities Act of 1933, as amended (the "Act"), we may add to and offer additional securities, including those to be sold by security holders, by filing a prospectus supplement or term sheet with the SEC at the time of the offer.

**Investments in the securities involve risks. See "Risk Factors" beginning on page 1 of this prospectus.**

You should read both this prospectus and any prospectus supplement or term sheet together with additional information described under the heading "WHERE YOU CAN FIND MORE INFORMATION."

Our principal executive offices are located at:

Ford Motor Company  
One American Road  
Dearborn, Michigan 48126  
313-322-3000

Our common stock is traded on the New York Stock Exchange under the symbol "F".

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

The date of this prospectus is February 11, 2026.

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You should rely only on the information contained or incorporated by reference in this prospectus and in any accompanying prospectus supplement. No one has been authorized to provide you with different information.

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

You should assume that the information appearing in this prospectus, in any accompanying prospectus supplement, in any document incorporated by reference herein or therein, and in any free writing prospectus prepared by or on behalf of us to which we have referred you is accurate only as of their respective dates. Our business, financial condition, results of operations, and prospects may have changed since that date.

## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the SEC as a “well-known seasoned issuer” as defined in Rule 405 under the Act, using a “shelf” registration process. Under this shelf registration process, we may, from time to time, sell securities described in this prospectus in one or more transactions. This prospectus provides a general description of the securities that may be sold by us. Each time we sell the securities described in this prospectus, we are required to provide you with this prospectus and an accompanying prospectus supplement or term sheet containing specific information about us and the terms of the securities being sold. Any prospectus supplement or term sheet may also add, update, or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement or term sheet together with the additional information described under the heading “Where You Can Find More Information.”

Unless otherwise stated or the context otherwise requires, the terms “Ford,” “we,” “us,” “our” and the “Company” refer to Ford Motor Company, our consolidated subsidiaries, and our consolidated variable interest entities of which we are the primary beneficiary.

## RISK FACTORS

Your investment in the securities involves certain risks. In consultation with your own financial and legal advisers, you should carefully consider whether an investment in the securities is suitable for you. The securities are not an appropriate investment for you if you do not understand the terms of the securities or financial matters generally. In addition, certain material risk factors that may adversely affect the business of Ford Motor Company are discussed in our periodic reports referred to in "Where You Can Find More Information," below. For example, our Annual Report on Form 10-K for the year ended December 31, 2025 contains a discussion of significant risks that could be relevant to an investment in the securities. You should not purchase the securities described in this prospectus unless you understand and know you can bear all of the investment risks involved.

## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly, and current reports and other information with the SEC. Our SEC filings are available to you at the SEC's website at <http://www.sec.gov>. Filings that we make with the SEC also can be found on our website at <https://shareholder.ford.com>. The information contained on or accessible through our corporate website or any other website that we may maintain is not incorporated by reference herein and is not part of this prospectus or the registration statement of which this prospectus is a part.

The SEC allows us to "incorporate by reference" the information we file with them into this prospectus, which means that we can disclose important information to you by referring you to those documents and those documents will be considered part of this prospectus. Information that we file later with the SEC will automatically update and supersede the previously filed information. We incorporate by reference the documents listed below and any future filings made with the SEC under Section 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, until this offering has been completed.

- [Annual Report on Form 10-K for the year ended December 31, 2025 \(our "2025 10-K Report"\)](#)
- Current Reports on Form 8-K or 8-K/A filed on the following dates: [January 6, 2026](#), [January 29, 2026](#), and [February 10, 2026](#)

You may request copies of these filings at no cost by writing or telephoning us at the following address:

Ford Motor Company  
One American Road  
Dearborn, MI 48126  
Attn: Shareholder Relations Department  
800-555-5259 or 313-845-8540

## CAUTIONARY NOTE ON FORWARD LOOKING STATEMENTS

This prospectus, any applicable prospectus supplement or term sheet, and the documents included or incorporated by reference herein and therein may contain "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 discussed in Item 1A of our most recent Annual Report on Form 10-K (as updated by our subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K) under the heading "Risk Factors," which are incorporated herein by reference. We cannot be certain that any expectation, forecast, or assumption made in preparing forward-looking statements will prove accurate, or that any projection will be realized. It is to be expected that there may be differences between projected and actual results. We caution readers not to place undue reliance on forward-looking statements. Our forward-looking statements speak only as of the date of their initial issuance, and we do not undertake, and expressly disclaim to the extent permitted by law, any obligation to update or revise publicly any forward-looking statement, whether as a result of new information, future events, or otherwise.

## FORD MOTOR COMPANY

We incorporated in Delaware in 1919. We acquired the business of a Michigan company, also known as Ford Motor Company, which had been incorporated in 1903 to produce and sell automobiles designed and engineered by Henry Ford. We are a global company based in Dearborn, Michigan. With about 169,000 employees worldwide, we are committed to helping build a better world, where every person is free to move and pursue their dreams. Our Ford+ plan for growth and value creation combines existing strengths, new capabilities, and always-on relationships with customers to enrich experiences for customers and deepen their loyalty. We develop and deliver innovative, must-have Ford trucks, sport utility vehicles, commercial vans and cars, and Lincoln luxury vehicles, along with connected services, including BlueCruise (ADAS) and security. We offer freedom of choice through three customer-centered business segments: Ford Blue, engineering iconic gas-powered and hybrid vehicles; Ford Model e, inventing breakthrough electric vehicles (“EVs”), including extended range electric vehicles (“EREVs”), along with embedded software that defines always-on digital experiences for all customers; and Ford Pro, helping commercial customers transform and expand their businesses with vehicles and services tailored to their needs. Additionally, we provide financial services through Ford Motor Credit Company LLC (“Ford Credit”).

Below is a description of our reportable segments and other activities as of December 31, 2025.

### FORD BLUE SEGMENT

Our Ford Blue segment primarily includes the sale of Ford and Lincoln internal combustion engine (“ICE”) and hybrid (excluding EREVs) vehicles, service parts, accessories, and digital services for retail customers, together with the associated costs of development, manufacture, and distribution of the vehicles, parts, accessories, and services. This segment focuses on developing Ford and Lincoln ICE and hybrid vehicles. Additionally, this segment provides hardware engineering and manufacturing capabilities to Ford Model e and manufactures vehicles on behalf of Ford Pro and, in certain cases, Ford Model e. Ford Blue also includes:

- All sales for markets not presently in scope for Ford Model e or Ford Pro (as further described below)
- In markets outside of the United States and Canada, sales to commercial, government, and rental customers of ICE and hybrid vehicles not considered core to Ford Pro
- Sales of EVs, including EREVs, by our unconsolidated affiliates in China
- All sales of vehicles manufactured and sold to other OEMs

### FORD MODEL E SEGMENT

Our Ford Model e segment primarily includes the sale of our EVs (including EREVs), service parts, accessories, and digital services for retail customers, together with the associated costs of development, manufacture, and distribution of the vehicles, parts, accessories, and services. This segment focuses on developing EV and digital vehicle technologies, as well as software development. Additionally, Ford Model e provides software and connected vehicle technologies on behalf of the enterprise, and manufactures certain EVs, including for Ford Pro. Ford Model e operates in North America, Europe, and China. Ford Model e also includes EV and related sales not considered core to Ford Pro to commercial, government, and rental customers in Europe, China, and Mexico.

### FORD PRO SEGMENT

Our Ford Pro segment primarily includes the sale of Ford and Lincoln vehicles, service parts, accessories, and services for commercial, government, and rental customers. Included in this segment are sales of all core Ford Pro vehicles, such as Super Duty and the Transit range of vans in North America and Europe and all sales of Ranger in Europe. In the United States and Canada, Ford Pro also includes all vehicle sales to commercial, government, and rental customers. This segment focuses on selling ICE, hybrid, and electric vehicles, and providing digital and physical services to optimize and maintain fleets, including telematics and EV charging solutions. This segment reflects external sales

of vehicles produced by Ford Blue and Ford Model e and the costs (including intersegment markup) associated with acquiring vehicles for sale and providing services. Ford Pro operates in North America and Europe.

**FORD CREDIT SEGMENT**

Our Ford Credit segment is comprised of the Ford Credit business on a consolidated basis, which is primarily vehicle-related financing and leasing activities. Ford Credit offers a wide variety of automotive financing products to and through automotive dealers throughout the world. The predominant share of Ford Credit's business consists of financing our vehicles and supporting our dealers. Ford Credit earns its revenue primarily from payments made under retail installment sale and finance lease (retail financing) and operating lease contracts that it originates and purchases; interest rate supplements and other support payments from us and our affiliates; and payments made under dealer financing programs.

**USE OF PROCEEDS**

We, or our affiliates, will use the net proceeds from the sale of securities for general corporate purposes, unless we state otherwise in a prospectus supplement or term sheet. If we intend to use the proceeds to repay outstanding debt, we will provide details about the debt that is being repaid.

## DESCRIPTION OF DEBT SECURITIES

We will issue debt securities in one or more series under an Indenture dated as of January 30, 2002 between us and The Bank of New York Mellon as successor trustee to JPMorgan Chase Bank. The Indenture may be supplemented from time to time.

The Indenture is a contract between us and The Bank of New York Mellon acting as Trustee. The Trustee has two main roles. First, the Trustee can enforce your rights against us if an "Event of Default" described below occurs. Second, the Trustee performs certain administrative duties for us.

The Indenture is summarized below. Because it is a summary, it does not contain all of the information that may be important to you. We filed the Indenture as an exhibit to the registration statement, and we suggest that you read those parts of the Indenture that are important to you. You need to read the Indenture to get a complete understanding of your rights and our obligations under the covenants described below under "Limitation on Liens," "Limitation on Sales and Leasebacks," and "Merger and Consolidation." Throughout the summary we have included parenthetical references to the Indenture so that you can easily locate the provisions being discussed.

The specific terms of each series of debt securities will be described in the particular prospectus supplement or term sheet relating to that series. The prospectus supplement or term sheet may or may not modify the general terms found in this prospectus and will be filed with the SEC. For a complete description of the terms of a particular series of debt securities, you should read both this prospectus and the prospectus supplement or term sheet relating to that particular series.

### General

The Indenture does not limit the amount of debt securities that may be issued under it. Therefore, additional debt securities may be issued under the Indenture.

The prospectus supplement or term sheet, which will accompany this prospectus, will describe the particular series of debt securities being offered by including:

- the designation or title of the series of debt securities;
- the total principal amount of the series of debt securities;
- the percentage of the principal amount at which the series of debt securities will be offered;
- the date or dates on which principal will be payable;
- the rate or rates of interest (which may be either fixed or variable) and/or the method of determining such rate or rates of interest, if any;
- the date or dates from which any interest will accrue, or the method of determining such date or dates, and the date or dates on which any interest will be payable;
- the terms for redemption, extension, or early repayment, if any;
- the currencies in which the series of debt securities are issued and payable;
- the provision for any sinking fund;
- any additional restrictive covenants;
- any additional Events of Default;
- whether the series of debt securities are issuable in certificated form;
- any provisions modifying the defeasance and covenant defeasance provisions;
- any special tax implications, including provisions for original issue discount;
- any provisions for convertibility or exchangeability of the debt securities into or for any other securities;

- whether the debt securities are subject to subordination and the terms of such subordination; and
- any other terms.

The debt securities will be our unsecured obligations. Senior debt securities will rank equally with our other unsecured and unsubordinated indebtedness (parent company only). Subordinated debt securities will be unsecured and subordinated in right of payment to the prior payment in full of all of our unsecured and unsubordinated indebtedness. See “— Subordination.”

Unless the prospectus supplement or term sheet states otherwise, principal (and premium, if any) and interest, if any, will be paid by us in immediately available funds.

The Indenture does not contain any provisions that give you protection in the event we issue a large amount of debt or we are acquired by another entity.

#### **Limitation on Liens**

The Indenture restricts our ability to pledge some of our assets as security for other debt. Unless we secure the debt securities on an equal basis, the restriction does not permit us to have or guarantee any debt that is secured by (1) any of our principal U.S. plants or (2) the stock or debt of any of our subsidiaries that own or lease one of these plants. This restriction does not apply until the total amount of our secured debt plus the discounted value of the amount of rent we must pay under sale and leaseback transactions involving principal U.S. plants exceeds 5% of our consolidated net tangible automotive assets. This restriction also does not apply to any of the following:

- liens of a company that exist at the time such company becomes our subsidiary;
- liens in our favor or in the favor of our subsidiaries;
- certain liens given to a government;
- liens on property that exist at the time we acquire the property or liens that we give to secure our paying for the property; and
- any extension or replacement of any of the above. (Section 10.04)

#### **Limitation on Sales and Leasebacks**

The Indenture prohibits us from selling and leasing back any principal U.S. plant for a term of more than three years. This restriction does not apply if:

- we could create secured debt in an amount equal to the discounted value of the rent to be paid under the lease without violating the limitation on liens provision discussed above;
- the lease is with or between any of our subsidiaries; or
- within 120 days of selling the U.S. plant, we retire our funded debt in an amount equal to the net proceeds from the sale of the plant or the fair market value of the plant, whichever is greater. (Section 10.05)

#### **Merger and Consolidation**

The Indenture prohibits us from merging or consolidating with any company, or selling all or substantially all of our assets to any company, if after we do so the surviving company would violate the limitation on liens or the limitation on sales and leasebacks discussed above. This does not apply if the surviving company secures the debt securities on an equal basis with the other secured debt of the company. (Sections 8.01 and 8.03)

### Events of Default and Notice Thereof

The Indenture defines an “Event of Default” as being any one of the following events:

- failure to pay interest for 30 days after becoming due;
- failure to pay principal or any premium for five business days after becoming due;
- failure to make a sinking fund payment for five days after becoming due;
- failure to perform any other covenant applicable to the debt securities for 90 days after notice;
- certain events of bankruptcy, insolvency or reorganization; and
- any other Event of Default provided in the prospectus supplement.

An Event of Default for a particular series of debt securities will not necessarily constitute an Event of Default for any other series of debt securities issued under the Indenture. (Section 5.01)

If an Event of Default occurs and continues, the Trustee or the holders of at least 25% of the total principal amount of the series may declare the entire principal amount (or, if they are Original Issue Discount Securities (as defined in the Indenture), the portion of the principal amount as specified in the terms of such series) of all of the debt securities of that series to be due and payable immediately. If this happens, subject to certain conditions, the holders of a majority of the total principal amount of the debt securities of that series can void the declaration. (Section 5.02)

The Indenture provides that within 90 days after default under a series of debt securities, the Trustee will give the holders of that series notice of all uncured defaults known to it. (The term “default” includes the events specified above without regard to any period of grace or requirement of notice.) The Trustee may withhold notice of any default (except a default in the payment of principal, interest or any premium) if it believes that it is in the interest of the holders. (Section 6.01)

Annually, we must send to the Trustee a certificate describing any existing defaults under the Indenture. (Section 10.06)

Other than its duties in case of a default, the Trustee is not obligated to exercise any of its rights or powers under the Indenture at the request, order, or direction of any holders, unless the holders offer the Trustee reasonable protection from expenses and liability. (Section 6.02) If they provide this reasonable indemnification, the holders of a majority of the total principal amount of any series of debt securities may direct the Trustee how to act under the Indenture. (Section 5.12)

### Defeasance and Covenant Defeasance

Unless the prospectus supplement or term sheet states otherwise, we will have two options to discharge our obligations under a series of debt securities before their maturity date. These options are known as “defeasance” and “covenant defeasance”. Defeasance means that we will be deemed to have paid the entire amount of the applicable series of debt securities and we will be released from all of our obligations relating to that series (except for certain obligations, such as registering transfers of the securities). Covenant defeasance means that as to the applicable series of debt securities we will not have to comply with the covenants described above under Limitation on Liens, Limitation on Sales and Leasebacks and Merger and Consolidation. In addition, if the prospectus supplement or term sheet states that any additional covenants relating to that series of debt securities are subject to the covenant defeasance provision in the Indenture, then we also would not have to comply with those covenants. (Sections 14.01, 14.02, and 14.03)

To elect either defeasance or covenant defeasance for any series of debt securities, we must deposit with the Trustee an amount of money and/or U.S. government obligations that will be sufficient to pay principal, interest, and any premium or sinking fund payments on the debt securities when those amounts are scheduled to be paid. In addition, we must provide a legal opinion stating that as a result of the defeasance or covenant defeasance you will not be required to recognize income, gain, or loss for federal income tax purposes and you will be subject to federal income tax on the same amounts, in the same manner, and at the same times as if the defeasance or covenant defeasance had not occurred.

For defeasance, that opinion must be based on either an Internal Revenue Service ruling or a change in law since the date the debt securities were issued. We must also meet other conditions, such as there being no Events of Default. The amount deposited with the Trustee can be decreased at a later date if in the opinion of a nationally recognized firm of independent public accountants the deposits are greater than the amount then needed to pay principal, interest, and any premium or sinking fund payments on the debt securities when those amounts are scheduled to be paid. (Sections 14.04 and 14.05)

Our obligations relating to the debt securities will be reinstated if the Trustee is unable to pay the debt securities with the deposits held in trust, due to an order of any court or governmental authority. (Section 14.06) It is possible that a series of debt securities for which we elect covenant defeasance may later be declared immediately due in full because of an Event of Default (not relating to the covenants that were defeased). If that happens, we must pay the debt securities in full at that time, using the deposits held in trust or other money. (Section 14.03)

#### **Modification of the Indenture**

With certain exceptions, our rights and obligations and your rights under a particular series of debt securities may be modified with the consent of the holders of not less than two-thirds of the total principal amount of those debt securities. No modification of the principal or interest payment terms, and no modification reducing the percentage required for modifications, will be effective against you without your consent. (Section 9.02)

#### **Subordination**

The extent to which a particular series of subordinated debt securities is subordinated to our Senior Indebtedness (as defined below) will be set forth in the prospectus supplement or term sheet for that series and the Indenture may be modified by a supplemental indenture to reflect such subordination provisions. The particular terms of subordination of an issue of subordinated debt securities may supersede the general provisions of the Indenture summarized below.

The Indenture provides that any subordinated debt securities will be subordinate and junior in right of payment to all of our Senior Indebtedness. This means that in the event we become subject to any insolvency, bankruptcy, receivership, liquidation, reorganization, or similar proceeding or we voluntarily liquidate, dissolve, or otherwise wind up our affairs, then the holders of all Senior Indebtedness will be entitled to be paid in full, before the holders of any subordinated debt securities are paid. In addition, (a) if we default in the payment of any Senior Indebtedness or if any event of default exists and all grace periods with respect thereto have expired under any Senior indebtedness, then, so long as any such default continues, no payment can be made on the subordinated debt securities; and (b) if any series of subordinated debt securities are declared due and payable before their stated maturity because of the occurrence of an Event of Default under the Indenture (other than because of our insolvency, bankruptcy, receivership, liquidation, reorganization, or the like), then no payment on the subordinated debt securities can be made unless holders of the Senior Indebtedness are paid in full.

The term "Senior Indebtedness" means (a) the principal of and premium, if any, and interest on all of our indebtedness, whether presently outstanding or later created, (i) for money we borrow, (ii) constituting obligations of others that we either assume or guarantee, (iii) in respect of letters of credit and acceptances issued or made by banks, or (iv) constituting purchase money indebtedness, which means indebtedness, the proceeds of which we use to acquire property or which we issue as all or part of our payment for such property, (b) all deferrals, renewals, extensions, and refundings of, and amendments, modifications, and supplements to, any such indebtedness, and (c) all of our other general unsecured obligations and liabilities, including trade payables. Notwithstanding the foregoing, Senior Indebtedness does not include any of our indebtedness that by its terms is subordinate in right of payment to or of equal rank with the subordinated debt securities.

#### **Global Securities**

Unless otherwise stated in a prospectus supplement or term sheet, the debt securities of a series will be issued in the form of one or more global certificates that will be deposited with The Depository

Trust Company, New York, New York (“DTC”), which will act as depository for the global certificates. Beneficial interests in global certificates will be shown on, and transfers of global certificates will be effected only through, records maintained by DTC and its participants. Therefore, if you wish to own debt securities that are represented by one or more global certificates, you can do so only indirectly or “beneficially” through an account with a broker, bank, or other financial institution that has an account with DTC (that is, a DTC participant) or through an account directly with DTC if you are a DTC participant.

While the debt securities are represented by one or more global certificates:

- You will not be able to have the debt securities registered in your name.
- You will not be able to receive a physical certificate for the debt securities.
- Our obligations, as well as the obligations of the Trustee and any of our agents, under the debt securities will run only to DTC as the registered owner of the debt securities. For example, once we make payment to DTC, we will have no further responsibility for the payment even if DTC or your broker, bank, or other financial institution fails to pass it on so that you receive it.
- Your rights under the debt securities relating to payments, transfers, exchanges, and other matters will be governed by applicable law and by the contractual arrangements between you and your broker, bank, or other financial institution, and/or the contractual arrangements you or your broker, bank, or financial institution has with DTC. Neither we nor the Trustee has any responsibility for the actions of DTC or your broker, bank, or financial institution.
- You may not be able to sell your interests in the debt securities to some insurance companies and others who are required by law to own their debt securities in the form of physical certificates.
- Because the debt securities will trade in DTC’s Same-Day Funds Settlement System, when you buy or sell interests in the debt securities, payment for them will have to be made in immediately available funds. This could affect the attractiveness of the debt securities to others.

A global certificate generally can be transferred only as a whole, unless it is being transferred to certain nominees of the depository or it is exchanged in whole or in part for debt securities in physical form. (Section 2.05) If a global certificate is exchanged for debt securities in physical form, they will be in denominations of \$1,000 and integral multiples thereof, or another denomination stated in the prospectus supplement or term sheet.

## DESCRIPTION OF CAPITAL STOCK

This section contains a description of our capital stock. This description includes not only our common stock, but also our Class B stock and preferred stock, certain terms of which affect the common stock, and the preferred share purchase rights, one of which is attached to each share of our common stock. The following summary of the terms of our capital stock is not meant to be complete and is qualified by reference to our restated certificate of incorporation and the preferred share rights plan. See “Where You Can Find More Information.”

Our authorized capital stock currently consists of 6,000,000,000 shares of common stock, 530,117,376 shares of Class B stock, and 30,000,000 shares of preferred stock.

As of December 31, 2025, we had outstanding 3,917,990,842 shares of common stock and 70,852,076 shares of Class B stock.

### Common Stock and Class B Stock

**Rights to Dividends and on Liquidation.** Each share of common stock and Class B stock is entitled to share equally in dividends (other than dividends declared with respect to any outstanding preferred stock) when and as declared by our board of directors, except as stated below under the subheading “Stock Dividends.”

Upon liquidation, subject to the rights of any other class or series of stock having a preference on liquidation, each share of common stock will be entitled to the first \$.50 available for distribution to common and Class B stockholders, each share of Class B stock will be entitled to the next \$1.00 so available, each share of common stock will be entitled to the next \$.50 available, and each share of common and Class B stock will be entitled to an equal amount after that. Any outstanding preferred stock would rank senior to the common stock and Class B Stock in respect of liquidation rights and could rank senior to that stock in respect of dividend rights.

**Voting — General.** All general voting power is vested in the holders of common stock and the holders of Class B stock, voting together without regard to class, except as stated below in the subheading “Voting by Class.” The voting power of the shares of stock is determined as described below. However, we could in the future create series of preferred stock with voting rights equal to or greater than our common stock or Class B stock.

Each holder of common stock is entitled to one vote per share, and each holder of Class B stock is entitled to a number of votes per share derived by a formula contained in our restated certificate of incorporation. As long as at least 60,749,880 shares of Class B stock remain outstanding, the formula will result in holders of Class B stock having 40% of the general voting power and holders of common stock and, if issued, any preferred stock with voting power, having 60% of the general voting power.

If the number of outstanding shares of Class B stock falls below 60,749,880, but remains at least 33,749,932, then the formula will result in the general voting power of holders of Class B stock declining to 30% and the general voting power of holders of common stock and, if issued, any preferred stock with voting power, increasing to 70%.

If the number of outstanding shares of Class B stock falls below 33,749,932, then each holder of Class B stock will be entitled to only one vote per share.

Based on the number of shares of Class B stock and common stock outstanding as of December 31, 2025, each holder of Class B stock would be entitled to 36.865 votes per share. Of the outstanding Class B stock as of December 31, 2025, 70,778,212 shares were held in a voting trust. The trust requires the trustee to vote all the shares in the trust as directed by holders of a plurality of the shares in the trust.

**Right of Preferred Stock to Elect a Maximum of Two Directors in Event of Default.** It would be customary for any preferred stock that we may issue to provide that if at any time we are delinquent in the payment of six or more quarters’ worth of dividends (whether or not consecutive), the holders of the preferred stock, voting as a class, would be entitled to elect two directors (who would be in addition

to the directors elected by the stockholders generally). These voting rights are required to be provided if the preferred stock is listed on the New York Stock Exchange and are provided for in our Series B preferred stock.

**Non-Cumulative Voting Rights.** Our common stock and Class B stock, as well as any preferred stock with voting power we may issue, do not and will not have cumulative voting rights. This means that the holders who have more than 50% of the votes for the election of directors can elect 100% of the directors if they choose to do so.

**Voting by Class.** If we want to take any of the following actions, we must obtain the vote of the holders of a majority of the outstanding shares of Class B stock, voting as a class:

- issue any additional shares of Class B stock (with certain exceptions);
- reduce the number of outstanding shares of Class B stock other than by holders of Class B stock converting Class B stock into common stock or selling it to the Company;
- change the capital stock provisions of our restated certificate of incorporation;
- merge or consolidate with or into another corporation;
- dispose of all or substantially all of our property and assets;
- transfer any assets to another corporation and in connection therewith distribute stock or other securities of that corporation to our stockholders; or
- voluntarily liquidate or dissolve.

**Voting Provisions of Delaware Law.** In addition to the votes described above, any special requirements of Delaware law must be met. The Delaware General Corporation Law contains provisions on the votes required to amend certificates of incorporation, merge or consolidate, sell, lease or exchange all or substantially all assets, and voluntarily dissolve.

**Ownership and Conversion of Class B Stock.** In general, only members of the Ford family or their descendants or trusts or corporations in which they have specified interests can own or be registered as record holders of shares of Class B stock, or can enjoy for their own benefit the special rights and powers of Class B stock. A holder of shares of Class B stock can convert those shares into an equal number of shares of common stock for the purpose of selling or disposing of those shares. Shares of Class B stock acquired by the Company or converted into common stock cannot be reissued by the Company.

**Preemptive and Other Subscription Rights.** Holders of common stock do not have any right to purchase additional shares of common stock if we sell shares to others. If, however, we sell Class B stock or obligations or shares convertible into Class B stock (subject to the limits on who can own Class B stock described above), then holders of Class B stock will have a right to purchase, on a ratable basis and at a price just as favorable, additional shares of Class B stock or those obligations or shares convertible into Class B stock.

In addition, if shares of common stock (or shares or obligations convertible into such stock) are offered to holders of common stock, then we must offer to the holders of Class B stock shares of Class B stock (or shares or obligations convertible into such stock), on a ratable basis, and at the same price per share.

**Stock Dividends.** If we declare and pay a dividend in our stock, we must pay it in shares of common stock to holders of common stock and in shares of Class B stock to holders of Class B stock.

**Ultimate Rights of Holders of Class B Stock.** If and when the number of outstanding shares of Class B stock falls below 33,749,932, the Class B stock will become freely transferable and will become substantially equivalent to common stock. At that time, holders of Class B stock will have one vote for each share held, will have no special class vote, will be offered common stock if common stock is offered to holders of common stock, will receive common stock if a stock dividend is declared, and will have

the right to convert such shares into an equal number of shares of common stock irrespective of the purpose of conversion.

**Miscellaneous; Dilution.** If we increase the number of outstanding shares of Class B stock (by, for example, doing a stock split or stock dividend), or if we consolidate or combine all outstanding shares of Class B stock so that the number of outstanding shares is reduced, then the threshold numbers of outstanding Class B stock (that is, 60,749,880 and 33,749,932) that trigger voting power changes will automatically adjust by a proportionate amount.

#### **Preferred Stock**

We may issue preferred stock from time to time in one or more series, without stockholder approval. Subject to limitations prescribed by law, our board of directors is authorized to fix for any series of preferred stock the number of shares of such series and the designation, relative powers, preferences, and rights, and the qualifications, limitations, or restrictions of such series.

For any series of preferred stock that we may issue, our board of directors will determine and the prospectus supplement or term sheet relating to such series will describe:

- The designation and number of shares of such series;
- The rate and time at which, and the preferences and conditions under which, any dividends will be paid on shares of such series, as well as whether such dividends are cumulative or non-cumulative and participating or non-participating;
- Any provisions relating to convertibility or exchangeability of the shares of such series;
- The rights and preferences, if any, of holders of shares of such series upon our liquidation, dissolution or winding up of our affairs;
- The voting powers, if any, of the holders of shares of such series;
- Any provisions relating to the redemption of the shares of such series;
- Any limitations on our ability to pay dividends or make distributions on, or acquire or redeem, other securities while shares of such series are outstanding;
- Any conditions or restrictions on our ability to issue additional shares of such series or other securities;
- Any other relative power, preferences and participating, optional or special rights of shares of such series, and the qualifications, limitations, or restrictions thereof.

All shares of preferred stock that we may issue will be identical and of equal rank except as to the particular terms thereof that may be fixed by our board of directors, and all shares of each series of preferred stock will be identical and of equal rank except as to the dates from which cumulative dividends, if any, thereon will be cumulative.

As described below, we have authorized a series of preferred stock in connection with our rights plan. See "Preferred Share Purchase Rights".

#### **Preferred Share Purchase Rights**

On September 11, 2009, we entered into a Tax Benefit Preservation Plan, which Tax Benefit Preservation Plan was amended on September 12, 2024 (as amended, the "Plan") with Computershare Trust Company, N.A., as rights agent, and our Board of Directors declared a dividend of one preferred share purchase right (the "Rights") for each outstanding share of common stock, and each outstanding share of Class B stock under the terms of the Plan. Each share of common stock we issue will be accompanied by a Right. Each Right entitles the registered holder to purchase from us one one-thousandth of a share of our Series A Junior Participating Preferred Stock, par value \$1.00 per share at a purchase price of \$35.00 per one one-thousandth of a share of Preferred Stock, subject to adjustment. The description and terms of the Rights are set forth in the Plan.

Until the earlier to occur of (i) the close of business on the tenth business day following the public announcement that a person or group has become an "Acquiring Person" by acquiring beneficial ownership of 4.99% or more of the outstanding shares of common stock (or the Board becoming aware of an Acquiring Person, as defined in the Plan) or (ii) the close of business on the tenth business day (or, except in certain circumstances, such later date as may be specified by the Board) following the commencement of, or announcement of an intention to make, a tender offer or exchange offer the consummation of which would result in the beneficial ownership by a person or group (with certain exceptions) of 4.99% or more of the outstanding shares of common stock (the earlier of such dates being called the "Distribution Date"), the Rights will be evidenced, with respect to common stock and Class B stock certificates outstanding as of the Record Date (or any book-entry shares in respect thereof), by such common stock or Class B stock certificate (or registration in book-entry form) together with the summary of rights ("Summary of Rights") describing the Plan and mailed to stockholders of record on the Record Date, and the Rights will be transferable only in connection with the transfer of common stock or Class B stock. Any person or group that beneficially owned 4.99% or more of the outstanding shares of common stock on September 11, 2009 are not deemed an Acquiring Person unless and until such person or group acquires beneficial ownership of additional shares of common stock representing one-half of one percent (0.5%) or more of the shares of common stock then outstanding. Under the Plan, the Board may, in its sole discretion, exempt any person or group from being deemed an Acquiring Person for purposes of the Plan if the Board determines that such person's or group's ownership of common stock will not jeopardize or endanger our availability, or otherwise limit in any way the use of, our net operating losses, tax credits, and other tax assets (the "Tax Attributes").

The Plan provides that, until the Distribution Date (or earlier expiration or redemption of the Rights), the Rights will be attached to and will be transferred with and only with the common stock and Class B stock. Until the Distribution Date (or the earlier expiration or redemption of the Rights), new shares of common stock and Class B stock issued after the Record Date upon transfer or new issuances of common stock and Class B stock will contain a notation incorporating the Plan by reference (with respect to shares represented by certificates) or notice thereof will be provided in accordance with applicable law (with respect to uncertificated shares). Until the Distribution Date (or earlier expiration of the Rights), the surrender for transfer of any certificates representing shares of common stock and Class B stock outstanding as of the Record Date, even without such notation or a copy of the Summary of Rights, or the transfer by book-entry of any uncertificated shares of common stock and Class B stock, will also constitute the transfer of the Rights associated with such shares. As soon as practicable following the Distribution Date, separate certificates evidencing the Rights ("Right Certificates") will be mailed to holders of record of the common stock and Class B stock as of the close of business on the Distribution Date and such separate Right Certificates alone will evidence the Rights.

The Rights are not exercisable until the Distribution Date. The Rights will expire upon the earliest of the close of business on September 30, 2027 (unless that date is advanced or extended by the Board), the time at which the Rights are redeemed or exchanged under the Plan, the repeal of Section 382 of the Internal Revenue Code of 1986, as amended, or any successor statute if the Board determines that the Plan is no longer necessary for the preservation of our Tax Attributes, or the beginning of our taxable year to which the Board determines that no Tax Attributes may be carried forward.

The Purchase Price payable, and the number of shares of Preferred Stock or other securities or property issuable, upon exercise of the Rights is subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination, or reclassification of, the Preferred Stock, (ii) upon the grant to holders of the Preferred Stock of certain rights or warrants to subscribe for or purchase Preferred Stock at a price, or securities convertible into Preferred Stock with a conversion price, less than the then-current market price of the Preferred Stock, or (iii) upon the distribution to holders of the Preferred Stock of evidences of indebtedness or assets (excluding regular periodic cash dividends or dividends payable in Preferred Stock) or of subscription rights or warrants.

The number of outstanding Rights is subject to adjustment in the event of a stock dividend on the common stock and Class B stock payable in shares of common stock or Class B stock or subdivisions, consolidations, or combinations of the common stock occurring, in any such case, prior to the Distribution Date.

Shares of Preferred Stock purchasable upon exercise of the Rights will not be redeemable. Each share of Preferred Stock will be entitled, when, as and if declared, to a minimum preferential quarterly dividend payment of the greater of (a) \$10.00 per share, and (b) an amount equal to 1,000 times the dividend declared per share of common stock. In the event of our liquidation, dissolution, or winding up, the holders of the Preferred Stock will be entitled to a minimum preferential payment of the greater of (a) \$1.00 per share (plus any accrued but unpaid dividends), and (b) an amount equal to 1,000 times the payment made per share of common stock. Each share of Preferred Stock will have 1,000 votes, voting together with the common stock and Class B stock. Finally, in the event of any merger, consolidation, or other transaction in which outstanding shares of common stock are converted or exchanged, each share of Preferred Stock will be entitled to receive 1,000 times the amount received per share of common stock. These rights are protected by customary antidilution provisions.

Because of the nature of the Preferred Stock's dividend, liquidation, and voting rights, the value of the one one-thousandth interest in a share of Preferred Stock purchasable upon exercise of each Right should approximate the value of one share of common stock.

In the event that any person or group becomes an Acquiring Person, each holder of a Right, other than Rights beneficially owned by the Acquiring Person (which will thereupon become null and void), will thereafter have the right to receive upon exercise of a Right (including payment of the Purchase Price) that number of shares of common stock having a market value of two times the Purchase Price.

At any time after any person or group becomes an Acquiring Person but prior to the acquisition by such Acquiring Person of beneficial ownership of 50% or more of the voting power of the shares of common stock and Class B stock then outstanding, the Board may exchange the Rights (other than Rights owned by such Acquiring Person, which will have become null and void), in whole or in part, for shares of common stock or Preferred Stock (or a series of our preferred stock having equivalent rights, preferences, and privileges), at an exchange ratio of one share of common stock or Class B stock, or a fractional share of Preferred Stock (or other stock) equivalent in value thereto, per Right (subject to adjustment for stock splits, stock dividends, and similar transactions).

With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments require an adjustment of at least 1% in such Purchase Price. No fractional shares of Preferred Stock, common stock, or Class B stock will be issued (other than fractions of Preferred Stock which are integral multiples of one one-thousandth of a share of Preferred Stock, which may, at our election, be evidenced by depositary receipts), and in lieu thereof an adjustment in cash will be made based on the current market price of the Preferred Stock, the common stock, or Class B stock.

At any time prior to the time an Acquiring Person becomes such, the Board may redeem the Rights in whole, but not in part, at a price of \$0.001 per Right (the "Redemption Price") payable, at our option, in cash, shares of common stock, or such other form of consideration as the Board shall determine. The redemption of the Rights may be made effective at such time, on such basis, and with such conditions as the Board in its sole discretion may establish. Immediately upon any redemption of the Rights, the right to exercise the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

For so long as the Rights are then redeemable, we may, except with respect to the Redemption Price, amend the Plan in any manner. After the Rights are no longer redeemable, we may, except with respect to the Redemption Price, amend the Plan in any manner that does not adversely affect the interests of holders of the Rights (other than the Acquiring Person).

Until a Right is exercised or exchanged, the holder thereof, as such, will have no rights as our stockholder, including, without limitation, the right to vote or to receive dividends.

## DESCRIPTION OF DEPOSITARY SHARES

We may elect to offer fractional shares of preferred stock rather than full shares of preferred stock. In that event, we will issue to the public receipts for depositary shares, and each of these depositary shares will represent a fraction (to be set forth in the applicable prospectus supplement or term sheet) of a share of a particular series of preferred stock.

The shares of any series of preferred stock underlying the depositary shares will be deposited under a deposit agreement between us and a bank or trust company selected by us. The depositary will have its principal office in the United States and a combined capital and surplus of at least \$50,000,000. Subject to the terms of the deposit agreement, each owner of a depositary share will be entitled, in proportion to the applicable fraction of a share of preferred stock underlying the depositary share, to all the rights and preferences of the preferred stock underlying that depositary share. Those rights may include dividend, voting, redemption, conversion, and liquidation rights.

The depositary shares will be evidenced by depositary receipts issued under a deposit agreement. Depositary receipts will be distributed to those persons purchasing the fractional shares of preferred stock underlying the depositary shares, in accordance with the terms of the offering. The following description of the material terms of the deposit agreement, the depositary shares and the depositary receipts is only a summary and you should refer to the forms of the deposit agreement and depositary receipts that will be filed with the SEC in connection with the offering of the specific depositary shares.

Pending the preparation of definitive engraved depositary receipts, the depositary may, upon our written order, issue temporary depositary receipts substantially identical to the definitive depositary receipts but not in definitive form. These temporary depositary receipts entitle their holders to all the rights of definitive depositary receipts. Temporary depositary receipts will then be exchangeable for definitive depositary receipts at our expense.

**Dividends and Other Distributions.** The depositary will distribute all cash dividends or other cash distributions received with respect to the underlying stock to the record holders of depositary shares in proportion to the number of depositary shares owned by those holders.

If there is a distribution other than in cash, the depositary will distribute property received by it to the record holders of depositary shares that are entitled to receive the distribution, unless the depositary determines that it is not feasible to make the distribution. If this occurs, the depositary may, with our approval, sell the property and distribute the net proceeds from the sale to the applicable holders.

**Withdrawal of Underlying Preferred Stock.** Unless we say otherwise in a prospectus supplement, holders may surrender depositary receipts at the principal office of the depositary and, upon payment of any unpaid amount due to the depositary, be entitled to receive the number of whole shares of underlying preferred stock and all money and other property represented by the related depositary shares. We will not issue any partial shares of preferred stock. If the holder delivers depositary receipts evidencing a number of depositary shares that represent more than a whole number of shares of preferred stock, the depositary will issue a new depositary receipt evidencing the excess number of depositary shares to that holder.

**Redemption of Depositary Shares.** If a series of preferred stock represented by depositary shares is subject to redemption, the depositary shares will be redeemed from the proceeds received by the depositary resulting from the redemption, in whole or in part, of that series of underlying stock held by the depositary. The redemption price per depositary share will be equal to the applicable fraction of the redemption price per share payable with respect to that series of underlying stock. Whenever we redeem shares of underlying stock that are held by the depositary, the depositary will redeem, as of the same redemption date, the number of depositary shares representing the shares of underlying stock so redeemed. If fewer than all the depositary shares are to be redeemed, the depositary shares to be redeemed will be selected by lot or proportionately or other equitable method, as may be determined by the depositary.

**Voting.** Upon receipt of notice of any meeting at which the holders of the underlying stock are entitled to vote, the depositary will mail the information contained in the notice to the record holders of

the depositary shares underlying the preferred stock. Each record holder of the depositary shares on the record date (which will be the same date as the record date for the underlying stock) will be entitled to instruct the depositary as to the exercise of the voting rights pertaining to the amount of the underlying stock represented by that holder's depositary shares. The depositary will then try, as far as practicable, to vote the number of shares of preferred stock underlying those depositary shares in accordance with those instructions, and we will agree to take all actions which may be deemed necessary by the depositary to enable the depositary to do so. The depositary will not vote the underlying shares to the extent it does not receive specific instructions with respect to the depositary shares representing the preferred stock.

**Conversion or Exchange of Preferred Stock.** If the deposited preferred stock is convertible into or exchangeable for other securities, the following will apply. The depositary shares, as such, will not be convertible into or exchangeable for such other securities. Rather, any holder of the depositary shares may surrender the related depositary receipts, together with any amounts payable by the holder in connection with the conversion or the exchange, to the depositary with written instructions to cause conversion or exchange of the preferred stock represented by the depositary shares into or for such other securities. If only some of the depositary shares are to be converted or exchanged, a new depositary receipt or receipts will be issued for any depositary shares not to be converted or exchanged.

**Amendment and Termination of the Deposit Agreement.** The form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement may at any time be amended by agreement between us and the depositary. However, any amendment which materially and adversely alters the rights of the holders of depositary shares will not be effective unless the amendment has been approved by the holders of at least a majority of the depositary shares then outstanding. The deposit agreement may be terminated by us upon not less than 60 days' notice whereupon the depositary shall deliver or make available to each holder of depositary shares, upon surrender of the depositary receipts held by such holder, the number of whole or fractional shares of preferred stock represented by such receipts. The deposit agreement will automatically terminate if (a) all outstanding depositary shares have been redeemed or converted into or exchanged for any other securities into or for which the underlying preferred stock is convertible or exchangeable or (b) there has been a final distribution of the underlying stock in connection with our liquidation, dissolution, or winding up and the underlying stock has been distributed to the holders of depositary receipts.

**Charges of Depositary.** We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will also pay charges of the depositary in connection with its duties under the deposit agreement. Holders of depositary receipts will pay other transfer and other taxes and governmental charges and those other charges, including a fee for any permitted withdrawal of shares of underlying stock upon surrender of depositary receipts, as are expressly provided in the deposit agreement to be for their accounts.

**Reports.** The depositary will forward to holders of depositary receipts all reports and communications from us that we deliver to the depositary and that we are required to furnish to the holders of the underlying stock.

**Limitation on Liability.** Neither we nor the depositary will be liable if either of us is prevented or delayed by law or any circumstance beyond our control in performing our respective obligations under the deposit agreement. Our obligations and those of the depositary will be limited to performance in good faith of our respective duties under the deposit agreement. Neither we nor the depositary will be obligated to prosecute or defend any legal proceeding in respect of any depositary shares or underlying stock unless satisfactory indemnity is furnished. We and the depositary may rely upon written advice of counsel or accountants, or upon information provided by persons presenting underlying stock for deposit, holders of depositary receipts or other persons believed to be competent and on documents believed to be genuine.

In the event the depositary receives conflicting claims, requests or instructions from any holders of depositary shares, on the one hand, and us, on the other, the depositary will act on our claims, requests, or instructions.

**Resignation and Removal of Depositary.** The depositary may resign at any time by delivering notice to us of its election to resign. We may remove the depositary at any time. Any resignation or removal will take effect upon the appointment of a successor depositary and its acceptance of the appointment. The successor depositary must be appointed within 60 days after delivery of the notice of resignation or removal and must be a bank or trust company having its principal office in the United States and having a combined capital and surplus of at least \$50,000,000.

## DESCRIPTION OF WARRANTS

The following is a general description of the terms of the warrants we may issue from time to time. Particular terms of any warrants we offer will be described in the prospectus supplement relating to such warrants.

### General

We may issue warrants to purchase debt securities, preferred stock, depositary shares, common stock, or any combination thereof. Such warrants may be issued independently or together with any such securities and may be attached or separate from such securities. We will issue each series of warrants under a separate warrant agreement to be entered into between us and a warrant agent. The warrant agent will act solely as our agent and will not assume any obligation or relationship of agency for or with holders or beneficial owners of warrants.

A prospectus supplement will describe the particular terms of any series of warrants we may issue, including the following:

- the title of such warrants;
- the aggregate number of such warrants;
- the price or prices at which such warrants will be issued;
- the currency or currencies, including composite currencies, in which the price of such warrants may be payable;
- the designation and terms of the securities purchasable upon exercise of such warrants and the number of such securities issuable upon exercise of such warrants;
- the price at which and the currency or currencies, including composite currencies, in which the securities purchasable upon exercise of such warrants may be purchased;
- the date on which the right to exercise such warrants shall commence and the date on which such right will expire;
- whether such warrants will be issued in registered form or bearer form;
- if applicable, the minimum or maximum amount of such warrants which may be exercised at any one time;
- if applicable, the designation and terms of the securities with which such warrants are issued and the number of such warrants issued with each such security;
- if applicable, the date on and after which such warrants and the related securities will be separately transferable;
- information with respect to book-entry procedures, if any;
- if applicable, a discussion of certain U.S. federal income tax considerations; and
- any other terms of such warrants, including terms, procedures, and limitations relating to the exchange and exercise of such warrants.

### Amendments and Supplements to Warrant Agreement

We and the warrant agent may amend or supplement the warrant agreement for a series of warrants without the consent of the holders of the warrants issued thereunder to effect changes that are not inconsistent with the provisions of the warrants and that do not materially and adversely affect the interests of the holders of the warrants.

### **DESCRIPTION OF STOCK PURCHASE CONTRACTS AND STOCK PURCHASE UNITS**

The following is a general description of the terms of the stock purchase contracts and stock purchase units we may issue from time to time. Particular terms of any stock purchase contracts and/or stock purchase units we offer will be described in the prospectus supplement relating to such stock purchase contracts and/or stock purchase units.

We may issue stock purchase contracts, including contracts obligating holders to purchase from us, and obligating us to sell to holders, a specified number of shares of common stock, preferred stock, or depositary shares at a future date. The consideration per share of common stock, preferred stock, or depositary shares may be fixed at the time that the stock purchase contracts are issued or may be determined by reference to a specific formula set forth in the stock purchase contracts. Any stock purchase contract may include anti-dilution provisions to adjust the number of shares issuable pursuant to such stock purchase contract upon the occurrence of certain events.

The stock purchase contracts may be issued separately or as a part of units ("stock purchase units"), consisting of a stock purchase contract and debt securities, trust preferred securities, or debt obligations of third parties, including U.S. Treasury securities, in each case securing holders' obligations to purchase common stock, preferred stock, or depositary shares under the stock purchase contracts. The stock purchase contracts may require us to make periodic payments to holders of the stock purchase units, or vice versa, and such payments may be unsecured or prefunded. The stock purchase contracts may require holders to secure their obligations thereunder in a specified manner.

## PLAN OF DISTRIBUTION

We may sell the securities to or through agents or underwriters or directly to one or more purchasers. Securities also may be sold by or through broker-dealers in connection with, or upon the termination or expiration of, equity derivative contracts between us or our affiliates and such broker-dealers or their affiliates.

We may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement or term sheet indicates, in connection with those derivatives, the third parties may sell securities covered by this prospectus and the applicable prospectus supplement or term sheet, including in short sale transactions. If so, the third party may use securities pledged by us or borrowed from us or others to settle those sales or to close out any related open borrowings of stock, and may use securities received from us in settlement of those derivatives to close out any related open borrowings of stock. The third party in such sale transactions will be an underwriter and, if not identified in this prospectus, will be identified in the applicable prospectus supplement or term sheet (or a post-effective amendment).

### By Agents

We may use agents to sell the securities. The agents will agree to use their reasonable best efforts to solicit purchases for the period of their appointment.

### By Underwriters

We may sell the securities to underwriters. The underwriters may resell the securities in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The obligations of the underwriters to purchase the securities will be subject to certain conditions. Each underwriter will be obligated to purchase all the securities allocated to it under the underwriting agreement. The underwriters may change any initial public offering price and any discounts or concessions they give to dealers.

### Direct Sales

We may sell securities directly to you. In this case, no underwriters or agents would be involved.

As one of the means of direct issuance of securities, we may utilize the services of any available electronic auction system to conduct an electronic "dutch auction" of the offered securities among potential purchasers who are eligible to participate in the auction of those offered securities, if so described in the prospectus supplement.

### General Information

Any underwriters or agents will be identified and their compensation described in a prospectus supplement or term sheet.

We may have agreements with the underwriters, dealers, and agents to indemnify them against certain civil liabilities, including liabilities under the Securities Act of 1933, or to contribute to payments they may be required to make.

Underwriters, dealers, and agents may engage in transactions with, or perform services for, us or our subsidiaries in the ordinary course of their businesses.

**LEGAL OPINIONS**

David J. Witten, Esq., who is an Associate General Counsel and an Assistant Secretary, or another of our lawyers, will give us an opinion about the legality of the securities. Mr. Witten owns, and such other lawyer likely would own, our common stock.

**EXPERTS**

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control Over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2025 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

## PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

**Item 14. Other Expenses of Issuance and Distribution.**

The following table sets forth the estimated expenses in connection with the offering described in this Registration Statement:

Securities and Exchange Commission registration fee	\$	*
Printing		**
Accountants' fees		**
Blue Sky fees and expenses		**
Fees and expenses of Trustees		**
Rating Agency fees		**
Miscellaneous expenses		**
Total	\$	**

\* Deferred in accordance with Rules 456(b) and 457(r).

\*\* These fees are calculated based on the securities offered, and the number of issuances thereof, and accordingly cannot be estimated at this time.

**Item 15. Indemnification of Directors and Officers.**

Section 145 of the General Corporation Law of the State of Delaware (the "Delaware Law") empowers a Delaware corporation to indemnify any persons who are, or are threatened to be made, parties to any threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person was an officer or director of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such officer or director acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, and, for criminal proceedings, had no reasonable cause to believe his or her conduct was illegal. A Delaware corporation may indemnify officers and directors against expenses (including attorneys' fees) in connection with the defense or settlement of an action by or in the right of the corporation under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses which such officer or director actually and reasonably incurred.

In accordance with the Delaware Law, the Restated Certificate of Incorporation of Ford contains a provision to limit the personal liability of the directors of Ford for violations of their fiduciary duty. This provision eliminates each director's liability to Ford or its stockholders for monetary damages except (i) for any breach of the director's duty of loyalty to Ford or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Law providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions, or (iv) for any transaction from which a director derived an improper personal benefit. The effect of this provision is to eliminate the personal liability of directors for monetary damages for actions involving a breach of their fiduciary duty of care, including any such actions involving gross negligence.

Pursuant to most of Ford's benefit plans, including, without limitation, its Deferred Compensation Plan, Annual Performance Bonus Plan, Savings and Stock Investment Plan, long-term incentive plans and stock option plans, directors, officers and employees of Ford are indemnified against all loss, cost, liability or expense resulting from any claim, action, suit or proceeding in which such persons are involved by reason of any action taken or failure to act under such plans.

Pursuant to underwriting agreements, forms of which have been filed as exhibits to registration statements relating to underwritten offerings of securities issued or guaranteed by Ford, the underwriters have agreed to indemnify Ford, each officer and director of Ford and each person, if any, who controls Ford within the meaning of the Securities Act of 1933, against certain liabilities, including liabilities under said Act.

Ford is insured for liabilities it may incur pursuant to its Restated Certificate of Incorporation relating to the indemnification of its directors, officers and employees. In addition, directors, officers and certain key employees are insured against certain losses which may arise out of their employment and which are not recoverable under the indemnification provisions of Ford's Restated Certificate of Incorporation.

**Item 16. Exhibits.**

Exhibit No.	Description
Exhibit 1***	<a href="#">Form of Underwriting Agreement.</a>
Exhibit 3.1*	<a href="#">Restated Certificate of Incorporation dated August 2, 2000 (incorporated by reference to Exhibit 3-A to the Annual Report on Form 10-K for the year ended December 31, 2000, SEC file number 1-3950).</a>
Exhibit 3.2*	<a href="#">By-Laws as amended December 11, 2025 (incorporated by reference to Exhibit 3 to the Current Report on Form 8-K filed on December 12, 2025, SEC file number 1-3950).</a>
Exhibit 4.1*	<a href="#">Indenture dated as of January 30, 2002 relating to debt securities between Ford and The Bank of New York Mellon as successor Trustee to JPMorgan Chase Bank (incorporated by reference to Exhibit 4.1 to Registration Statement No. 333-194060).</a>
Exhibit 4.2*	<a href="#">Form of senior debt security is included in Exhibit 4.1. Any additional form or forms of debt securities will be filed with the SEC.</a>
Exhibit 4.3 ***	<a href="#">Specimen certificate for shares of common stock.</a>
Exhibit 4.4**	Form of Certificate of Designations of preferred stock.
Exhibit 4.5**	Form of Deposit Agreement with respect to the depositary shares (including the form of depositary receipt).
Exhibit 4.6**	Form of Warrant Agreement (including form of warrant certificate).
Exhibit 4.7**	Form of Stock Purchase Contract (including form of stock purchase contract certificate) and, if applicable, Pledge Agreement.
Exhibit 4.8**	Form of Unit Agreement (including form of unit certificate).
Exhibit 4.9*	<a href="#">Certificate of Designation of Series A Junior Participating Preferred Stock filed on September 11, 2009 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed September 11, 2009, SEC file number 1-3950).</a>
Exhibit 4.10*	<a href="#">Tax Benefit Preservation Plan dated September 11, 2009 between Ford Motor Company and Computershare Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed September 11, 2009, SEC file number 1-3950).</a>
Exhibit 4.11*	<a href="#">Amendment No. 2 to the Tax Benefit Preservation Plan dated September 9, 2015 between Ford Motor Company and Computershare Trust Company, N.A. (incorporated by reference to Exhibit 4 to the Current Report on Form 8-K filed September 9, 2015, SEC file number 1-3950).</a>
Exhibit 4.12*	<a href="#">Amendment No. 3 to the Tax Benefit Preservation Plan dated September 13, 2018 between Ford Motor Company and Computershare Trust Company, N.A. (incorporated by reference to Exhibit 4 to the Current Report on Form 8-K filed September 14, 2018, SEC file number 1-3950).</a>

Exhibit No.	Description
Exhibit 4.13*	<a href="#">Amendment No. 4 to the Tax Benefit Preservation Plan dated September 9, 2021 between Ford Motor Company and Computershare Trust Company, N.A. (incorporated by reference to Exhibit 4 to the Current Report on Form 8-K filed September 10, 2021, SEC file number 1-3950).</a>
Exhibit 4.14*	<a href="#">Amendment No.5 to the Tax Benefit Preservation Plan dated September 12, 2024 between Ford Motor Company and Computershare Trust Company, N.A. (incorporated by reference to Exhibit 4 to the Current Report on Form 8-K filed September 13, 2024, SEC file number 1-3950).</a>
Exhibit 5 ***	<a href="#">Opinion of David J. Witten, Associate General Counsel and Assistant Secretary of Ford, as to the legality of the securities registered hereunder.</a>
Exhibit 23.1 ***	<a href="#">Consent of PricewaterhouseCoopers LLP.</a>
Exhibit 23.2 ***	<a href="#">Consent of David J. Witten is included in Exhibit 5.</a>
Exhibit 24 ***	<a href="#">Power of Attorney.</a>
Exhibit 25.1 ***	<a href="#">Statement of Eligibility on Form T-1 of The Bank of New York Mellon, as successor trustee with respect to the Indenture dated as of January 30, 2002.</a>
Exhibit 107 ***	<a href="#">Filing Fee Table</a>

\* Incorporated by reference.

\*\* To be filed as an exhibit to a Current Report on Form 8-K to be filed by Ford in connection with a specific offering.

\*\*\* Filed herewith.

#### Item 17. Undertakings.

The undersigned registrant hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933.

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that:

(A) Paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement; and (B) Paragraphs (1)(i), (1)(ii) and (1)(iii) do not apply if the registration statement is on Form S-1, Form S-3, Form SF3 or Form F-3 and the information required to be

included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is a part of the registration statement.

(C) Provided, further, however, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is for an offering of asset-backed securities on Form SF-1 or Form SF-3, and the information required to be included in a post-effective amendment is provided pursuant to Item 1100(c) of Regulation AB.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) If the registrant is relying on Rule 430B:

(A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(ii) If the registration is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statement relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 15 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant, Ford Motor Company, certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dearborn, Michigan, on the 11th day of February, 2026.

**FORD MOTOR COMPANY**

By James D. Farley, Jr.\*  
 (James D. Farley, Jr.)  
 President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>WILLIAM CLAY FORD, JR.*</u> William Clay Ford, Jr.	Director, Chair of the Board, Executive Chair, Chair of the Office of the Chair and Chief Executive, and Chair of the Finance Committee	February 11, 2026
<u>JAMES D. FARLEY, JR.*</u> James D. Farley, Jr.	Director, President and Chief Executive Officer (Principal Executive Officer)	February 11, 2026
<u>KIMBERLY A. CASIANO*</u> Kimberly A. Casiano	Director	February 11, 2026
<u>ADRIANA CISNEROS*</u> Adriana Cisneros	Director	February 11, 2026
<u>ALEXANDRA FORD ENGLISH*</u> Alexandra Ford English	Director	February 11, 2026
<u>HENRY FORD III*</u> Henry Ford III	Director	February 11, 2026
<u>WILLIAM W. HELMAN IV*</u> William W. Helman IV	Director and Chair of the Sustainability, Innovation and Policy Committee	February 11, 2026
<u>JON M. HUNTSMAN, JR.*</u> Jon M. Huntsman, Jr.	Director	February 11, 2026

Signature	Title	Date
<hr/> WILLIAM E. KENNARD* William E. Kennard	Director and Chair of the Nominating and Governance Committee	February 11, 2026
<hr/> JOHN C. MAY II* John C. May II	Director	February 11, 2026
<hr/> BETH E. MOONEY* Beth E. Mooney	Director	February 11, 2026
<hr/> LYNN VOJVODICH RADAKOVICH* Lynn Vojvodich Radakovich	Director and Chair of the Compensation, Talent and Culture Committee	February 11, 2026
<hr/> JOHN L. THORNTON* John L. Thornton	Director	February 11, 2026
<hr/> JOHN B. VEIHMEYER* John B. Veihmeyer	Director and Chair of the Audit Committee	February 11, 2026
<hr/> JOHN S. WEINBERG* John S. Weinberg	Director	February 11, 2026
<hr/> SHERRY A. HOUSE* Sherry A. House	Chief Financial Officer (principal financial officer)	February 11, 2026
<hr/> KYLE CROCKETT* Kyle Crockett	Chief Accounting Officer (principal accounting officer)	February 11, 2026
<hr/> *By: /s/ SARAH E. FORTT Sarah E. Fortt Attorney-in-Fact		February 11, 2026

Ford Motor Company  
Master Underwriting Agreement

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[Name and address of Representative]

Ladies and Gentlemen:

Ford Motor Company, a Delaware corporation (the "Company"), proposes from time to time to enter into one or more Pricing Agreements (each a "Pricing Agreement") in the form of Annex I and Annex II hereto, with such additions and deletions as the parties thereto may determine, and, subject to the terms and conditions stated herein and therein, to issue and sell to the firm or firms named in Schedule I to the applicable Pricing Agreement (such firm or firms constituting the "Underwriters" with respect to such Pricing Agreement and the securities specified therein) certain of the Company's debt securities or equity securities (the "Securities") specified in Schedule II to such Pricing Agreement and having the terms described in Exhibit A thereto (such Securities, as so specified in such Pricing Agreement, being herein sometimes referred to as the "Designated Securities"), less the principal amount or number of shares, as the case may be, of Designated Securities covered by Delayed Delivery Contracts (as defined in Section 3 hereof), if any, as provided in Section 3 hereof and as may be specified in Schedule II to such Pricing Agreement (such Designated Securities to be covered by Delayed Delivery Contracts, as so specified in such Pricing Agreement, being herein sometimes referred to as "Contract Securities" and the Designated Securities to be purchased by the Underwriters (after giving effect to the deduction, if any, for Contract Securities) being herein sometimes referred to as "Underwriters' Securities").

The terms and rights of any particular issuance of Designated Securities shall be as specified in the Pricing Agreement relating thereto and, in the case of debt securities, in or pursuant to the indenture dated as of January 30, 2002 (such indenture, together with any applicable indentures supplemental thereto, being herein referred to as the "Indenture") between the Company and The Bank of New York (as successor trustee to JPMorgan Chase Bank), as Trustee (the "Trustee").

A registration statement on Form S-3 (File No. \_\_\_\_\_) (the "Registration Statement") in respect of the Securities has been filed with the Securities and Exchange Commission (the "Commission").

The various parts of the Registration Statement, including all exhibits thereto, but excluding Form T-1, and, if applicable, including information ("Rule 430A Information"), if any, deemed to be a part of the Registration Statement at the time of effectiveness pursuant to Rule 430A under the Securities Act of 1933, as amended (the "Act"), each as amended at the time such part became effective; any registration statement filed pursuant to Rule 462(b) of the Act is referred to as the "Rule 462(b) Registration Statement" and after such filing the term "Registration Statement" shall include the Rule 462(b) Registration Statement.

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Any reference herein to the term “Preliminary Prospectus” shall be deemed to refer to the prospectus included in the Registration Statement at the time it became effective together with any prospectus or supplement relating to a particular series of Designated Securities filed thereafter with the Commission pursuant to Rule 424 under the Act that is or is deemed to be a part of the Registration Statement and that omits any Rule 430B Information (as defined below).

Any reference herein to the term “Statutory Prospectus” shall be deemed to refer to the Preliminary Prospectus relating to a particular series of Designated Securities that is or is deemed to be a part of the Registration Statement immediately prior to the Time of Sale (as defined below) (including the prospectus included in the Registration Statement at the time it became effective).

Any reference herein to the term “Final Prospectus” shall be deemed to refer to the prospectus included in the Registration Statement at the time it became effective together with any prospectus or supplement relating to a particular series of Designated Securities that is or is deemed to be a part of the Registration Statement at effectiveness and that includes Rule 430B Information in the form in which it is first filed with the Commission pursuant to Rule 424(b) under the Act.

Any reference herein to the Registration Statement, any Preliminary Prospectus, the Statutory Prospectus or the Final Prospectus shall be deemed to include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Act, as of the effective date of the Registration Statement or the date of such Preliminary Prospectus, Statutory Prospectus or Final Prospectus, as the case may be, as well as any documents filed after the effective date of the Registration Statement or the date of such Preliminary Prospectus, Statutory Prospectus or Final Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and so incorporated by reference.

Any information included in the Final Prospectus that was omitted from the Registration Statement at the time it became effective but that is deemed to be part of and included in the Registration Statement pursuant to Rule 430B under the Act is hereinafter referred to as the “Rule 430B Information.”

1. Particular sales of Designated Securities may be made from time to time to the Underwriters of such Securities, for whom \_\_\_\_\_ will act as representative (the “Representative”). The term “Representative” also refers to when it alone constitutes the Underwriters. This Underwriting Agreement shall not be construed as an obligation of the Company to sell any of the Securities or as an obligation of any of the Underwriters to purchase the Securities. The obligation of the Company to issue and sell any of the Securities and the obligation of any of the Underwriters to purchase any of the Securities shall be evidenced by the Pricing Agreement with respect to the Designated Securities specified therein. Each Pricing Agreement shall state the aggregate principal amount or the aggregate number of shares, as the case may be, of such Designated Securities, the initial public offering price of such Designated Securities, the purchase price to the Underwriters of such Designated Securities, the names of the Underwriters of such Designated Securities, the principal amount or the aggregate number of shares, as the case may be, of such Designated Securities to be purchased by each Underwriter, whether any of such Designated Securities shall be covered by Delayed Delivery Contracts (as defined in Section 3 hereof) and the commission payable to the Underwriters with respect thereto, and shall set forth the date, time and manner of delivery of such Designated Securities and payment therefor. The Pricing Agreement shall also specify (to the extent not set forth in the Registration Statement or the General Disclosure Package (defined below) with respect thereto and the Indenture) the terms of such Designated Securities. A Pricing Agreement shall be in the form of an executed writing (which may be in counterparts), and may be evidenced by an exchange of facsimile transmissions. Each Pricing Agreement shall be deemed to be an agreement by the Company and the Underwriters to be bound by the terms of this Agreement. The obligations of the Underwriters under this Agreement and each Pricing Agreement shall be several and not joint.

The Company acknowledges and agrees that each of the Underwriters is acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of any Designated Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representative nor any of the other Underwriters is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Representative or such Underwriter has advised or is advising the Company on other matters). The Underwriters advise that the Underwriters and their affiliates are engaged in a broad range of securities and financial services and that they or their affiliates may enter into contractual relationships with purchasers or potential purchasers of the Company's securities and that some of these services or relationships may involve interests that differ from those of the Company and need not be disclosed to the Company, unless otherwise required by law. The Company has consulted with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company or any other person with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company. The Company waives, to the fullest extent permitted by law, any claims it may have against the Underwriters for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Underwriters shall have no liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company.

2. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) The Registration Statement has been filed with the Commission in the form heretofore delivered to the Representative, and such registration statement in such form has been declared effective by the Commission; and no stop order suspending the effectiveness of the registration statement has been issued and no proceeding for that purpose has been initiated or threatened by the Commission;

(b) Other than any Preliminary Prospectus, the Final Prospectus, and any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Act or Rule 134 under the Act, the Company (including its agents and representatives, other than Underwriters in their capacity as such) has not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Act) that constitutes an offer to sell or solicitation of an offer to buy any Designated Securities required to be filed with the Securities Exchange Commission (each such communication by the Company or its agents and representatives being referred to herein as a "Issuer Free Writing Prospectus") without the Underwriters' consent, other than a final term sheet reflecting the final terms of the Designated Securities which is attached as Exhibit A to the Pricing Agreement (the "Final Term Sheet") and other written communications approved in writing in advance by the Representative (being referred to herein as a "Specified Issuer Free Writing Prospectus");

(c) (i) At the respective times the Registration Statement and each amendment thereto became effective, at each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f) (2) under the Act and at the Time of Delivery, the Registration Statement complied and will comply in all material respects with the requirements of the Securities Act and the rules and regulations under the Act; (ii) the Statutory Prospectus and the Final Prospectus complied when filed with the Commission in all material respects with the rules and regulations under the Act; (iii) the documents incorporated by reference in the Statutory Prospectus and the Final Prospectus, when they were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act and the rules and regulations of the Commission thereunder, and any further documents so filed and incorporated by reference, when they are filed with the Commission, will conform in all material respects to the requirements of the Exchange Act and the rules and regulations of the Commission thereunder; and (iv) each Specified Issuer Free Writing Prospectus complied in all material respects with the Act and has been filed or will be filed in accordance with the Act (to the extent required thereby);

(d) (i) At the respective times the Registration Statement and each amendment thereto became effective, at each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f) (2) under the Act, the Registration Statement did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) as of the time when sales of the Designated Securities were first made (the "Time of Sale"), the Statutory Prospectus, the Final Term Sheet and any other Specified Issuer Free Writing Prospectus, considered together (collectively, the "General Disclosure Package") did not contain any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (iii) as of its date and at the Time of Delivery, the Final Prospectus did not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statement or omission made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter of Designated Securities through the Representative expressly for use in the General Disclosure Package or in the Final Prospectus relating to such Designated Securities;

(e) Each Specified Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Designated Securities or until any earlier date that the Company notified or notifies the Representative, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement or the Final Prospectus; the electronic roadshow, when considered together with the General Disclosure Package, as of the Time of Sale, did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(f) When the Registration Statement became effective the Indenture was, and at all times thereafter the Indenture has been and will be, duly qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and when the Registration Statement became effective the Indenture conformed, and at all times thereafter the Indenture has conformed and will conform, in all material respects to the requirements of the Trust Indenture Act;

(g) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, and has the corporate power and authority, and has all licenses, permits, orders and other governmental and regulatory approvals, to own or lease its properties and conduct its business in the jurisdictions in which such business is transacted as described in the General Disclosure Package and the Final Prospectus with only such exceptions as are not material to the business of the Company and its subsidiaries considered as a whole;

(h) This Agreement has been duly authorized, executed and delivered on behalf of the Company; upon execution and delivery of each Pricing Agreement by the Company, such Pricing Agreement shall have been duly authorized, executed and delivered on behalf of the Company and, when executed and delivered by the Representative, will be a valid and legally binding agreement of the Company in accordance with its terms; on the date of each Pricing Agreement with respect to the Designated Securities covered thereby, such Designated Securities shall be duly authorized, and, with respect to debt securities, if any, when such Designated Securities are authenticated as contemplated by the Indenture and issued and delivered in accordance with this Agreement and the Pricing Agreement applicable to such Designated Securities and, in the case of any Contract Securities, pursuant to Delayed Delivery Contracts applicable to such Contract Securities, will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Company in accordance with their terms and will be entitled to the benefits provided by the Indenture, which will be substantially in the form included as an exhibit to the Registration Statement; and the Indenture has been duly authorized by the Company, and, as executed and delivered by the Company and the Trustee, constitutes a valid and legally binding instrument of the Company in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally and by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(i) In the event that any of the Securities are purchased pursuant to Delayed Delivery Contracts, each of such Delayed Delivery Contracts has been duly authorized by the Company and, when executed and delivered on behalf of the Company and duly authorized, executed and delivered on behalf of the purchaser thereunder, will constitute a valid and legally binding agreement of the Company in accordance with its terms;

(j) There is no consent, approval, authorization, order, registration or qualification of or with any court or any regulatory authority or other governmental body having jurisdiction over the Company which is required for, and the absence of which would materially affect, the issue and sale of any Designated Securities as contemplated by this Agreement or, in the case of any Contract Securities, Delayed Delivery Contracts with respect to such Contract Securities, or the execution, delivery or performance of the Indenture, except the registration under the Act of the Securities, the qualification of the Indenture under the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under the securities or Blue Sky laws of any jurisdiction in connection with the public offering of the Securities by the Underwriters;

(k) PricewaterhouseCoopers LLP, who have certified certain of the financial statements of the Company and its subsidiaries included or incorporated by reference in the Registration Statement, the Statutory Prospectus and the Final Prospectus, is, to the best knowledge of the Company, an independent registered public accounting firm with respect to the Company as required by the Act and the rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States); and

(l) (A) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Securities in reliance on the exemption of Rule 163 under the Act, the Company was not an "ineligible issuer" as defined in Rule 405 of the Act; and (B) at the time of filing Registration Statement No. 333- , at the earliest time thereafter that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Act) of the Securities and at the date hereof, the Company was not and is not an "ineligible issuer" as defined in Rule 405 under the Act.

3. Upon the execution of the Pricing Agreement applicable to any Designated Securities and authorization by the Representative of the release of the Underwriters' Securities, the several Underwriters propose to offer the Underwriters' Securities for sale upon the terms and conditions set forth in the General Disclosure Package and the Final Prospectus and, in connection with such offer or the sale of such Designated Securities, will use the General Disclosure Package and the Final Prospectus, together with any amendment or supplement thereto, that specifically describes such Designated Securities, in the form which has been most recently distributed to them by the Company, only as permitted or contemplated thereby, and will offer and sell such Designated Securities only as permitted by the Act and the applicable securities laws or regulations of any jurisdiction. The Representative will use its best efforts to inform the Company when it has authorized the sale of the Underwriters' Securities to the public and when it has been advised that such Underwriters' Securities have been sold by the several Underwriters within a reasonable period of time after such sales are completed.

The Company may specify in Schedule II to the Pricing Agreement applicable to any Designated Securities that the Underwriters are authorized to solicit offers to purchase Designated Securities from the Company pursuant to delayed delivery contracts (herein called "Delayed Delivery Contracts"), substantially in the form of Annex III attached hereto but with such changes therein as the Representative and the Company may authorize or approve. If so specified, the Underwriters will endeavor to make such arrangements, and as compensation therefor the Company will pay to the Representative, for the accounts of the Underwriters, at the Time of Delivery (as defined in Section 4 hereof), such commission, if any, as may be set forth in such Pricing Agreement. Delayed Delivery Contracts, if any, shall be with institutional investors of the types described in the Final Prospectus and subject to other conditions therein set forth. The Company will enter into a Delayed Delivery Contract in each case where the Underwriters have arranged for such a contract and the Company has advised the Representative of its approval of the proposed sale of Contract Securities to the purchaser thereunder; provided, however, that the minimum principal amount of Contract Securities covered by any Delayed Delivery Contract (or the aggregate amount under Delayed Delivery Contracts with related purchasers) shall be \$1,000,000 and the aggregate principal amount of all Contract Securities shall not exceed the maximum aggregate principal amount specified in Schedule II to the Pricing Agreement with respect to the Designated Securities specified therein, unless the Company shall otherwise agree in writing. However, if the aggregate principal amount of Contract Securities requested for delayed delivery is less than the minimum aggregate principal amount specified in such Schedule II, the Company will have the right to reject all requests. Each Underwriter to whom Contract Securities have been attributed will make reasonable efforts to assist the Company in obtaining performance by the purchaser in accordance with the terms of the Delayed Delivery Contract covering such Contract Securities, but no Underwriter will have any liability in respect of the validity or performance of any Delayed Delivery Contract.

The Company will notify the Representative not later than 3:30 p.m., New York City time, on the second business day preceding the Time of Delivery specified in the applicable Pricing Agreement (or such other time and date as the Representative and the Company may agree upon in writing), such notice to be confirmed in writing prior to such Time of Delivery, of the principal amount or aggregate number of shares, as the case may be, of Contract Securities, and the name of, and principal amount or number of shares thereof to be purchased by, each purchaser. The principal amount or aggregate number of shares, as the case may be, of Contract Securities to be deducted from the Designated Securities to be purchased by each Underwriter as set forth in Schedule I to the Pricing Agreement applicable to such Designated Securities shall be, in each case, the principal amount or aggregate number of shares, as the case may be, of Contract Securities of which the Company has been advised in writing prior to the time of Delivery by the Representative as having been attributed to such Underwriter, provided that, if the Company has not been so advised, the amount of Contract Securities to be so deducted shall be, in each case, that proportion of Contract Securities which the principal amount or aggregate number of shares, as the case may be, of Designated Securities to be purchased by such Underwriter under such Pricing Agreement bears to the total principal amount of the Designated Securities (rounded, as the Representative may determine, to the nearest \$1,000 principal amount or whole share) and that, subject to Section 8 hereof, the total principal amount or aggregate number of shares, as the case may be, of Underwriters' Securities to be purchased by all of the Underwriters pursuant to such Pricing Agreement shall be the total principal amount or aggregate number of shares, as the case may be, of Designated Securities set forth in Schedule I to such Pricing Agreement less the principal amount or aggregate number of shares, as the case may be, of the Contract Securities.

4. Underwriters' Securities to be purchased by each Underwriter pursuant to the Pricing Agreement relating thereto shall be delivered (to the extent practicable) in the form of one or more global securities, or if so specified in such Pricing Agreement in definitive form, by the Company to the Representative, for the account of such Underwriter, against payment of the purchase price therefor by such Underwriter or on its behalf, by wire or internal bank transfer to an account specified by the Company, in the funds specified in such Pricing Agreement, all at the place and time and date specified in such Pricing Agreement or at such other place and time and date as the Representative and the Company may agree upon in writing, such time and date being herein called the "Time of Delivery" for such Securities. If any Underwriters' Securities are to be delivered in definitive form, the Underwriters' Securities so delivered shall be in such authorized denominations and shall be registered in such name or names as the Representative shall request in writing at least 36 hours prior to the Time of Delivery. For the purpose of expediting the checking of such Securities by the Representative, the Company agrees to make such Securities available to the Representative not later than 9:00 a.m., New York City time, on the business day next preceding the Time of Delivery at the offices of the Representative designated in Section 11 hereof. If any Underwriters' Securities are to be delivered in global form, unless otherwise provided in the applicable Pricing Agreement, the Underwriters' Securities as delivered shall be deposited with, or on behalf of, The Depository Trust Company (the "Depository") and registered in the name of the Depository's nominee.

Concurrently with the delivery of and payment for the Underwriters' Securities, the Company will pay to the Representative for the accounts of the Underwriters by wire or internal bank transfer to an account specified by the Representative (or by such other method of payment as the Representative and the Company may agree upon in writing), in the amount of any compensation payable by the Company to the Underwriters in respect of any Delayed Delivery Contracts as provided in Section 3 hereof and in the Pricing Agreement relating to such Securities, or such amount may be deducted from the amounts delivered pursuant to the preceding paragraph.

5. The Company agrees with each of the Underwriters of any Designated Securities:

(a) To make no amendment or any supplement to the Registration Statement or the Final Prospectus after the date of the Pricing Agreement relating to such Designated Securities and prior to the Time of Delivery for such Designated Securities prior to having furnished the Representative with a copy of the proposed form thereof and given the Representative a reasonable opportunity to review the same; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Final Prospectus and for so long as the delivery of a prospectus is required by law in connection with the offering or sale of such Designated Securities, and during such same period to advise the Representative, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or become effective or any supplement to the Final Prospectus or any amended Final Prospectus has been filed or electronically transmitted for filing, of the issuance of any stop order by the Commission, of the suspension of the qualification of such Designated Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Final Prospectus or for additional information; and, in the event of the issuance of any such stop order or of any order preventing or suspending the use of any prospectus relating to such Designated Securities or suspending any such qualification, to use promptly its best efforts to obtain its withdrawal;

(b) Promptly from time to time to take such action as the Representative may reasonably request in order to qualify such Designated Securities for offering and sale under the securities laws of such states as the Representative may request and to continue such qualifications in effect so long as necessary under such laws for the distribution of such Designated Securities, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation to do business, or to file a general consent to service of process in any jurisdiction, and provided further that the expense of maintaining any such qualification more than one year from the date of the Pricing Agreement with respect to such Designated Securities shall be at the expense of the Underwriters;

(c) To furnish the Underwriters with copies of the Registration Statement (excluding exhibits) and copies of the Final Prospectus in such quantities as the Representative may from time to time reasonably request; and if, before a period of six months shall have elapsed after the date of the Pricing Agreement applicable to such Designated Securities and the delivery of a prospectus shall be at the time required by law in connection with sales of any such Designated Securities or would be required but for Rule 172 under the Act, either (i) any event shall have occurred as a result of which the Final Prospectus would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (ii) for any other reason it shall be necessary during such same period to amend or supplement the Final Prospectus or to file under the Exchange Act any document incorporated by reference into the Final Prospectus in order to comply with the Act or the Exchange Act, to notify the Representative and upon its request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer participating in the distribution of such Designated Securities as many copies as the Representative may from time to time reasonably request of an amendment or a supplement to the Final Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required by law to deliver a prospectus in connection with sales of any of such Designated Securities or would be required but for Rule 172 under the Act at any time six months or more after the date of such Pricing Agreement, upon the request of the Representative, but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many copies as the Representative may request of an amended or supplemented prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its security holders as soon as practicable, but in any event no later than eighteen months after the effective date of the Registration Statement (as such date is defined in Rule 158(c) under the Act), an earnings statement of the Company and its consolidated subsidiaries complying with Rule 158 under the Act and covering a period of at least twelve consecutive months beginning after such effective date;

(e) During a period of five years from the date of the Pricing Agreement applicable to such Designated Securities, to furnish to the Representative copies of all reports or other communications (financial or other) furnished to security holders, and to deliver to the Representative, during such same period, (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any of the Securities or any class of securities of the Company is listed, and (ii) such additional information concerning the business and financial condition of the Company as the Representative may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent that the accounts of the Company and its subsidiaries are consolidated in reports furnished to its security holders generally or to the Commission);

(f) To pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including the cost of all qualifications of such Designated Securities under state securities laws (including reasonable fees and disbursements of counsel to the Underwriters in connection with such qualifications and with legal investment surveys), any fees of rating agencies with respect to the Securities and the cost of printing this Agreement, each Pricing Agreement and any Delayed Delivery Contracts (it being understood that, except as provided in this subsection (f) and in Section 10 hereof, the Underwriters will pay all of their own costs and expenses, including the cost of printing any Agreement among Underwriters, the fees of their counsel, transfer taxes on resale of any of such Designated Securities by them and any advertising expenses connected with any offers that they may make);

(g) To comply with the requirements of Rule 433 under the Act applicable to any “issuer free writing prospectus,” as defined in such rule, including timely filing with the Commission where required, legending and record keeping;

(h) If any time prior to the Time of Delivery (i) any event shall occur or condition shall exist as a result of which the General Disclosure Package would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances, not misleading or (ii) it is necessary to amend or supplement the General Disclosure Package to comply with law, to immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph 5(a) above, file with the Commission (to the extent required) and to furnish to the Underwriters and to such dealers as the Representative may designate, such amendments or supplements to the General Disclosure Package as may be necessary so that the statements in the General Disclosure Package as so amended or supplemented will not, in the light of the circumstances, be misleading or so that the General Disclosure Package will comply with law; and

(i) Except for the final term sheet, a form of which is attached to the Pricing Agreement as Exhibit A thereto, each Underwriter severally agrees and covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) under the Act, a free writing prospectus or Company information prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of such Underwriter.

6. The obligations of the Underwriters of any Designated Securities under the Pricing Agreement applicable to such Designated Securities shall be subject, in the discretion of the Representative, to the condition that all representations and warranties and other statements of the Company herein are, at and as of the Time of Delivery for such Designated Securities, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, in all material respects, and the following additional conditions:

(a) No stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; the Statutory Prospectus, the Final Prospectus, any amendment or supplement thereto and each Specified Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Act (in the case of a Specified Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Act); and all requests for additional information on the part of the Commission shall have been complied with or otherwise satisfied;

(b) Company counsel, which may be internal counsel, satisfactory to the Representative, in its reasonable judgment, shall have furnished to the Underwriters a written opinion and negative assurance letter, dated the Time of Delivery for such Designated Securities, in form satisfactory to the Representative in its reasonable judgment, to the effect of Exhibit A-1 and A-2 hereto, respectively;

(c) Gibson, Dunn & Crutcher LLP, counsel to the Underwriters, shall have furnished to the Representative its written opinion, dated the Time of Delivery for such Designated Securities, in form satisfactory to the Representative in its reasonable judgment, to the effect of Exhibit B-1 and B-2 hereto, respectively;

(d) (A) At the time of execution of the applicable Pricing Agreement, the Representative shall have received a letter dated such date, in form and substance satisfactory to the Representative in its reasonable judgment, from PricewaterhouseCoopers LLP, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement and the General Disclosure Package; and (B) at the Time of Delivery, the Representative shall have received from PricewaterhouseCoopers LLP a letter, dated as of the Time of Delivery, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (A) of this paragraph (d), except that the specified date referred to shall be a date not more than three business days prior to the Time of Delivery, and such letter shall contain statements and information with respect to certain financial information contained in the Final Prospectus;

(e) Since the respective dates as of which information is given in the General Disclosure Package and the Final Prospectus, there shall not have occurred any material adverse change, or any development involving a prospective material adverse change, in or affecting particularly the business or assets of the Company and its subsidiaries considered as a whole, or any material adverse change in the financial position or results of operations of the Company and its subsidiaries considered as a whole, otherwise than as set forth or contemplated in the General Disclosure Package and the Final Prospectus, which in any such case makes it impracticable or inadvisable in the reasonable judgment of the Representative to proceed with the public offering, sale or the delivery of the Designated Securities on the terms and in the manner contemplated in the Final Prospectus;

(f) Since the time of execution of the Pricing Agreement applicable to the Designated Securities, the United States shall not have become engaged in hostilities which have resulted in the declaration of a national emergency or a declaration of war, which makes it impracticable or inadvisable in the reasonable judgment of the Representative to proceed with the public offering or the delivery of the Designated Securities on the terms and in the manner contemplated in the Final Prospectus; and

(g) The Company shall have furnished or caused to be furnished to the Representative, at the Time of Delivery for such Designated Securities, certificates in form satisfactory to the Representative in its reasonable judgment to the effect that:

(i) The representations and warranties of the Company contained in this Agreement are true and correct on and as of such Time of Delivery as though made at and as of such Time of Delivery;

(ii) The Company has duly performed, in all material respects, all obligations required to be performed by it pursuant to the terms of this Agreement at or prior to such Time of Delivery;

(iii) No stop order suspending the effectiveness of the Registration Statement has been issued and no proceeding for that purpose has been initiated or, to the knowledge of the Company, threatened by the Commission, the Statutory Prospectus, the Final Prospectus and each Specified Issuer Free Writing Prospectus have been timely filed with the Commission under the Act (in the case of a Specified Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Act), and all requests for additional information on the part of the Commission have been complied with or otherwise satisfied;

(iv) At the Time of Sale (which may be assumed to be the date of the Pricing Agreement) relating to the Designated Securities, the Registration Statement did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(v) At the Time of Sale (which may be assumed to be the date of the Pricing Agreement) relating to the Designated Securities and at the Time of Delivery, each of the General Disclosure Package and the Final Prospectus does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

provided, however, that no such certificate shall apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representative expressly for use therein.

In the case of debt securities, the obligations of the Company and the Underwriters of any Designated Securities under the Pricing Agreement applicable to such Designated Securities are subject to the additional condition that there shall have been furnished to the Company and such Underwriters, at the Time of Delivery for such Designated Securities, such certificates of officers as shall, in the reasonable judgment of the Representative and the Company, be appropriate to indicate that the Indenture has been duly authorized, executed and delivered by the Trustee.

7. (a) The Company will indemnify and hold harmless each Underwriter of the applicable Designated Securities against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject with respect to such Designated Securities, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, including without limitation the Rule 430B Information, the General Disclosure Package, any Issuer Free Writing Prospectus, the Final Prospectus or any amendment or supplement thereto with respect to such Designated Securities, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each such Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents in reliance upon and in conformity with written information furnished to the Company by any Underwriter of Designated Securities through the Representative expressly for use therein.

The indemnity agreement in this subsection (a) shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act.

(b) Each Underwriter of the applicable Designated Securities will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject with respect to such Designated Securities, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, including without limitation the Rule 430B Information, the General Disclosure Package, the Final Prospectus, or any amendment or supplement thereto with respect to such Designated Securities, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any of such documents in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representative expressly for use therein; and will reimburse the Company for any legal fees or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim.

The indemnity agreement in this subsection (b) shall be in addition to any liability which the Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of written notice of the commencement of any action such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof, and in the event that such indemnified party shall not so notify the indemnifying party within 30 days following receipt of any such notice by such indemnified party, the indemnifying party shall have no further liability under such subsection to such indemnified party unless such indemnifying party shall have received other notice addressed and delivered in the manner provided in the second paragraph of Section 11 hereof of the commencement of such action; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party, and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein, and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party in its reasonable judgment, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation.

(d) If the indemnification provided for in this Section 7 is unavailable to an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters of the Designated Securities on the other from the offering of the Designated Securities to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters of the Designated Securities on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and such Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by such Underwriters, in each case as set forth in the table on the cover page of the Final Prospectus with respect to such Designated Securities. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or such Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the applicable Designated Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Underwriters of Designated Securities in this subsection (d) to contribute are several in proportion to their respective underwriting obligations with respect to such Securities and not joint.

8. If any Underwriter shall default in its obligation to purchase the Underwriters' Securities which it has agreed to purchase under the Pricing Agreement applicable to such Securities, the Representative may in its discretion arrange for itself or for another party or other parties to purchase such Underwriters' Securities on the terms contained herein. If within 36 hours after such default by any Underwriter the Representative does not arrange for the purchase of such Underwriters' Securities, then the Company shall be entitled to a further period of 36 hours within which to procure another party or other parties to purchase such Underwriters' Securities on such terms. In the event that, within the respective prescribed periods, the Representative notifies the Company that it has so arranged for the purchase of such Underwriters' Securities, or the Company notifies the Representative that it has so arranged for the purchase of such Underwriters' Securities, the Representative or the Company, respectively, shall have the right to postpone the Time of Delivery for such Underwriters' Securities for a period of not more than seven days in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Final Prospectus, or any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Final Prospectus which in the opinion of Gibson, Dunn & Crutcher LLP and counsel for the Company referred to in Section 6(b) hereof may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if it had originally been a party to the Pricing Agreement with respect to such Designated Securities. In the event that neither the Representative nor the Company arrange for another party or parties to purchase such Underwriters' Securities as provided in this Section, the Company shall have the right to require each non-defaulting Underwriter to purchase and pay for the Underwriters' Securities which such non-defaulting Underwriter agreed to purchase under the Pricing Agreement relating to such Designated Securities and, in addition, to require each such non-defaulting Underwriter to purchase the Underwriters' Securities which the defaulting Underwriter or Underwriters shall have so failed to purchase up to an amount thereof equal to 10% of the principal amount or aggregate number of shares, as the case may be, of the Underwriters' Securities which such non-defaulting Underwriter has otherwise agreed to purchase under the Pricing Agreement relating to such Designated Securities; provided, however, that if the aggregate principal amount or aggregate number of shares, as the case may be, of Underwriters' Securities which any such defaulting Underwriter or Underwriters shall have so failed to purchase is more than one-eleventh of the aggregate principal amount or aggregate number of shares, as the case may be, of the Designated Securities, then the Pricing Agreement relating to such Designated Securities may be terminated either by the Company or, through the Representative, by such Underwriters as have agreed to purchase in the aggregate 50% or more of the remaining Designated Securities under the Pricing Agreement relating to such Designated Securities, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses referred to in Section 5(f) hereof and the indemnification provided in Section 7 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

9. The respective indemnities, agreements, representations, warranties and other statements of the Underwriters and the Company hereunder, as set forth in this Agreement or made by them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or the Company or any of its officers or directors or any controlling person, and shall survive delivery of and payment for the Designated Securities.

10. If any Pricing Agreement shall be terminated pursuant to Section 8 hereof, or if any Designated Securities are not delivered by the Company because the condition set forth either in the last paragraph of Section 6 or in Section 6(g) has not been met, then the Company shall be under no liability to any Underwriter with respect to the Designated Securities covered by such Pricing Agreement except as provided in Section 5(f) and Section 7 hereof; but if for any other reason any Designated Securities are not delivered by the Company as provided herein, the Company will be liable to reimburse the Underwriters, through the Representative, for all out-of-pocket expenses, including counsel fees and disbursements, as approved in writing by the Representative, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of such Designated Securities, but the Company shall then have no further liability to any Underwriter with respect to such Designated Securities except as provided in Section 5(f) and Section 7 hereof.

11. In all dealings with the Company under this Agreement and each Pricing Agreement, the Representative shall act on behalf of each of such Underwriters, and the Company shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representative.

All statements, requests, notices and agreements hereunder shall be in writing, or by telegram if promptly confirmed in writing, and if to the Representative or the Underwriters shall be sufficient in all respects if delivered or sent by registered mail to the Representative, and if to the Company shall be sufficient in all respects if delivered or sent by registered mail to the Company at One American Road, Dearborn, Michigan 48126, attention of the Secretary; provided, however, that any notice to an Underwriter pursuant to Section 7(c) hereof shall be delivered or sent by registered mail directly to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by the Representative upon request.

12. This Agreement and each Pricing Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters and the Company, and to the extent provided in Section 7 and Section 9 hereof, the officers and directors of the Company and any person who controls any Underwriter or the Company, and their respective personal representatives, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement or any such Pricing Agreement. No purchaser of any of the Designated Securities from any Underwriter shall be construed a successor or assign by reason merely of such purchase.

13. Time shall be of the essence of each Pricing Agreement.

14. This Agreement and each Pricing Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

15. This Agreement and each Pricing Agreement may be executed by each of the parties hereto and thereto in any number of counterparts, and by each of the parties hereto and thereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, whereupon this letter and your acceptance hereof shall constitute a binding agreement.

Very truly yours,

FORD MOTOR COMPANY

By: \_\_\_\_\_  
Name:  
Title:

Accepted as of the date hereof:

[NAME OF REPRESENTATIVE]

By: \_\_\_\_\_  
Name:  
Title:

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Pricing Agreement for Debt Securities

[Name of Representative]  
as Representative of the Several  
Underwriters named in Schedule I hereto  
[Address of Representative]

[ ], 20

Ladies and Gentlemen:

Ford Motor Company, a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Master Underwriting Agreement dated , (the "Underwriting Agreement") among the Company and (the "Representative") to issue and sell to the Underwriters named in Schedule I thereto (the "Underwriters") on the terms specified in Schedule II hereto the Securities specified in Exhibit A hereto (the "Designated Securities"). Except to the extent amended hereby, each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety and shall be deemed to be a part of this Pricing Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto [, less the principal amount of Designated Securities covered by Delayed Delivery Contracts, if any, [as may be specified in such Schedule II] [attributable to such Underwriter as determined pursuant to Section 3 of the Underwriting Agreement]].

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company. You represent that you are authorized on behalf of yourselves and each of the Underwriters to enter into this Pricing Agreement.



Very truly yours

FORD MOTOR COMPANY

By: \_\_\_\_\_  
Name:  
Title:

Accepted as of the date hereof:

On behalf of itself and the other Underwriters

[REPRESENTATIVE]

By: \_\_\_\_\_  
Name:  
Title:

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SCHEDULE I TO PRICING AGREEMENT

<b>Underwriters</b>	<b>Principal Amount of Designated Securities to be Purchased</b>
	\$
	\$
	\$
	\$
<b>Total</b>	<u>\$</u>

SCHEDULE II TO PRICING AGREEMENT

Title of Designated Securities:

[ %] [Extendable] [Floating Rate] [Zero Coupon] [Notes] [Debentures] due

Aggregate principal amount:

\$

Denominations:

[\$1,000] [\$5,000] [\$ ]

Price to Public:

% of the principal amount of the Underwriters' Securities, plus accrued interest from to [and accrued amortization, if any, from to ]

Purchase Price by Underwriters:

% of the principal amount of the Underwriters' Securities, plus accrued interest from to [and accrued amortization, if any, from to ]

Maturity:

Interest Rate:

[ %] [Zero Coupon] [See Floating Rate Provisions]

Interest Payment Dates:

[months and dates]

Redemption Provisions:

[No redemption provisions]

[The Designated Securities may be redeemed, [otherwise than through the sinking fund,] in whole or in part at the option of the Company, in the amount of \$ or an integral multiple thereof, [on or after , at the following redemption prices (expressed in percentages of principal amount). If [redeemed on or before , , %, and if] redeemed during the 12-month period beginning ,

Year	Redemption Price

and thereafter at 100% of their principal amount, together in each case with accrued interest to the redemption date.]

[on any interest payment date falling on or after , , at the election of the Company, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption.]

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[Other possible redemption provisions, such as mandatory redemption upon occurrence of certain events or redemption for changes in tax law]

[Restriction on refunding]

Sinking Fund Provisions:

[No sinking fund provisions]

[The Designated Securities are entitled to the benefit of a sinking fund to retire \$ principal amount of Designated Securities on in each of the years through at 100% of their principal amount plus accrued interest] [, together with [cumulative] [non-cumulative] redemptions at the option of the Company to retire an additional \$ principal amount of Designated Securities in the years through at 100% of their principal amount plus accrued interest.]

[If Designated Securities are Extendable Debt  
Securities, insert—

Extendable Provisions:

The Designated Securities are repayable on , at the option of the holder, at their principal amount with accrued interest. The initial annual interest rate will be %, and thereafter the annual interest rate will be adjusted on , and to a rate not less than % of the effective annual interest rate on obligations with year maturities as of the [interest date 15 days prior to maturity date] prior to such [insert maturity date].]

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[If Designated Securities are Floating Rate Debt  
Securities, insert—

Floating Rate Provisions:

The initial annual interest rate will be \_\_\_\_\_ % through \_\_\_\_\_ [and thereafter will be adjusted [monthly] [on each \_\_\_\_\_, \_\_\_\_\_, and ] [to an annual rate of % above the average rate for -year [-month] [securities] [certificates of deposit] by and [insert names of banks].] [and the annual interest rate [thereafter] [from through \_\_\_\_\_] will be the interest yield equivalent of the weekly average per annum market discount rate for -month Treasury bills plus \_\_\_\_\_ % of the Interest Differential (the excess, if any, of (i) the then-current weekly average per annum secondary market yield for -month certificates of deposit over (ii) the then-current interest yield equivalent of the weekly average per annum market discount rate for -month Treasury bills); [from and thereafter the rate will be the then-current interest yield equivalent plus \_\_\_\_\_ % of the Interest Differential].]

Time of Delivery:

[time and date], 20\_\_\_\_\_

Closing Location:

The offices of Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166.

Funds in which Underwriters to make Payment:

[Immediately available funds] [[New York] Clearing House funds]

Delayed Delivery:

[None]

[Underwriters' commission shall be \_\_\_\_\_ % of the principal amount of Designated Securities for which Delayed Delivery Contracts have been entered into. Such commission shall be payable to the order of \_\_\_\_\_.]

[Minimum aggregate principal amount of Designated Securities to be offered and sold pursuant to Delayed Delivery Contracts: \$ \_\_\_\_\_.]

[Minimum aggregate principal amount of Designated Securities to be offered and sold pursuant to Delayed Delivery Contracts: \$ \_\_\_\_\_.]

[Additional Comfort Procedures:]

[Other Terms:]

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EXHIBIT A TO PRICING AGREEMENT

Materials other than the Statutory Prospectus that comprise the General Disclosure Package:

Term Sheet, dated [            ]

**Final Term Sheet**

Issuer: Ford Motor Company

Size:

Maturity:

Coupon:

Trade Date:

[Initial Interest Determination Date:] Issue Date:

Settlement Date:

Price to Public:

[Proceeds (Before Expenses) to Issuer]:

Interest Payment [and Reset] Dates:

Underwriters:

**The issuer has filed a registration statement, including a prospectus and a preliminary prospectus supplement, with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus and the preliminary prospectus supplement in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at [www.sec.gov](http://www.sec.gov). Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus and the preliminary prospectus supplement (or, if available, the prospectus supplement) if you request it by calling [            ].**

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## Pricing Agreement for Equity Securities

[Name of Representative]  
as Representative of the Several  
Underwriters named in Schedule I hereto  
[Address of Representative]

[ ], 20

Ladies and Gentlemen:

Ford Motor Company, a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Master Underwriting Agreement dated \_\_\_\_\_, (the "Underwriting Agreement") among the Company and \_\_\_\_\_ (the "Representative") to issue and sell to the Underwriters named in Schedule I thereto (the "Underwriters") on the terms specified in Schedule II hereto the Securities specified in Exhibit A hereto (the "Designated Securities"). Except to the extent amended hereby, each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety and shall be deemed to be a part of this Pricing Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the aggregate number of shares of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto attributable to such Underwriter as determined pursuant to Section 3 of the Underwriting Agreement.

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company. You represent that you are authorized on behalf of yourselves and each of the Underwriters to enter into this Pricing Agreement.

---

Very truly yours

FORD MOTOR COMPANY

By: \_\_\_\_\_  
Name:  
Title:

Accepted as of the date hereof:

On behalf of itself and the other Underwriters

[REPRESENTATIVE]

By: \_\_\_\_\_  
Name:  
Title:

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SCHEDULE I TO PRICING AGREEMENT

<b>Underwriters</b>	<b>Number of Shares</b>
	\$
	\$
<b>Total</b>	<u>\$</u>

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SCHEDULE II TO PRICING AGREEMENT

Title of Designated Securities:

[Shares of common stock, par value \$0.01 per share (the "Common Stock") of the Company.]

Number of Shares:

Firm Shares:

To the extent the Underwriters sell more than \_\_\_\_\_ shares, the Underwriters have the option to purchase up to an additional \_\_\_\_\_ shares (the "Option Securities") from the Company at the Purchase Price (as defined below). In the event and to the extent that the Underwriters shall exercise the election to purchase Option Securities, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the Purchase Price, that portion of the amount of Option Securities as to which such election shall have been exercised, determined by multiplying such amount of Option Securities by a fraction, the numerator of which is the maximum amount of Option Securities which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I to this Agreement and the denominator of which is the maximum amount of Option Securities which all of the Underwriters are entitled to purchase hereunder.

Purchase Price by the Underwriters:

\$ \_\_\_\_\_ per share (the "Purchase Price").

Price to the Public:

\$ \_\_\_\_\_.

Time of Delivery:

9:00 A.M., New York City time, \_\_\_\_\_, 20 \_\_\_\_\_.

Closing Location:

The offices of Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166.

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Additional Representations and Warranties:

In addition to the representations and warranties included in the Underwriting Agreement, the Company hereby represents and warrant to, and agrees with, the Underwriters that:

(i) The Company has an authorized capitalization as set forth in the Final Prospectus; all of the issued shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the description thereof contained in the Final Prospectus.

(ii) The Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed on The New York Stock Exchange (the "NYSE"), and the Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Common Stock from the NYSE, nor has the Company received any notification that the Commission or the NYSE is contemplating terminating such registration or listing.

Additional Covenants:

In addition to the covenants included in the Underwriting Agreement, the Company hereby covenants and agrees with each Underwriter that:

Lock-up:

Delayed Delivery:

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Delayed Delivery Contract

[ ], 20

[Name]  
[Address]

Ladies and Gentlemen:

The undersigned hereby agrees to purchase from Ford Motor Company (hereinafter called the "Company"), and the Company agrees to sell to the undersigned, \$ principal amount of the Company's [Title of Designated Securities] (hereinafter called the "Designated Securities") offered by the Company's Final Prospectus dated , 20 , as amended or supplemented, receipt of a copy of which is hereby acknowledged, at a purchase price of % of the principal amount thereof, plus accrued interest from the date from which interest accrues as set forth below, and on the further terms and conditions set forth in this contract. [The undersigned will purchase the Designated Securities from the Company on , 20 (the "Delivery Date"), and interest on the Designated Securities so purchased will accrue from , 20 . Each of the Designated Securities will be dated the Delivery Date thereof.] [The undersigned will purchase the Designated Securities from the Company on the delivery date or dates and in the principal amount or amounts set forth below:

<b>Delivery Date</b>	<b>Principal Amount</b>	<b>Date from Which Interest Accrues</b>
,20	\$	,20
,20	\$	,20

Each such date on which Designated Securities are to be purchased hereunder is hereinafter referred to as a "Delivery Date". Each of the Designated Securities will be dated the Delivery Date thereof.]

Payment for the Designated Securities which the undersigned has agreed to purchase on [the] [each] Delivery Date shall be made to the Company or its order by certified or official bank check in [New York] Clearing House funds at the office of [at 9:30 a.m., New York City time,] on [the] [such] Delivery Date upon delivery to the undersigned of the Designated Securities then to be purchased by the undersigned in definitive fully registered form and in such denominations and registered in such names as the undersigned may designate by written or telegraphic communication addressed to the Company not less than five full business days prior to [the] [such] Delivery Date.

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The obligation of the undersigned to take delivery of and make payment for Designated Securities on [the] [each] Delivery Date shall be subject to the conditions that (1) the purchase of Designated Securities by the undersigned shall not on [the] [such] Delivery Date be prohibited under the laws of the jurisdiction to which the undersigned is subject and (2) the Company, on or before , 20 , shall have sold to the several Underwriters, pursuant to the Pricing Agreement dated , 20 with the Company, an aggregate principal amount of Designated Securities equal to \$ minus the aggregate principal amount of Designated Securities covered by this contract and other contracts similar to this contract. The obligation of the undersigned to take delivery of and make payment for Designated Securities shall not be affected by the failure of any purchaser to take delivery of and make payment for Designated Securities pursuant to other contracts similar to this contract.

Promptly after completion of the sale to the Underwriters, the Company will mail or deliver to the undersigned at its address set forth below notice to such effect, accompanied by a copy of the opinion of counsel for the Company delivered to the Underwriters in connection therewith.

The undersigned represents and warrants that, as of the date of this contract, the undersigned is not prohibited from purchasing the Designated Securities hereby agreed to be purchased by it under the laws of the jurisdiction to which the undersigned is subject.

This contract will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party hereto without the written consent of the other.

This contract may be executed by either of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

It is understood that the acceptance by the Company of any Delayed Delivery Contract (including this contract) is in the Company's sole discretion and that, without limiting the foregoing, acceptances of such contract need not be on a first-come, first-served basis. If this contract is acceptable to the Company, it is requested that the Company sign the form of acceptance below and mail or deliver one of the counterparts hereof to the undersigned at its address set forth below. This will become a binding contract between the Company and the undersigned when such counterpart is so mailed or delivered.

Yours very truly,

By \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name and Title)  
\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name and Title)  
\_\_\_\_\_  
(Address)

Accepted, \_\_\_\_\_, 20\_\_\_\_  
FORD MOTOR COMPANY

By \_\_\_\_\_

THREE SIGNED COPIES OF THIS CONTRACT MUST BE RECEIVED BY THE REPRESENTATIVE NOT LATER THAN 5:00 P.M. ON \_\_\_\_\_, ACCOMPANIED BY A CERTIFICATE OF SECRETARY OR OTHER EVIDENCE, SATISFACTORY TO THE COMPANY, AS TO THE AUTHORITY OF THE PERSON OR PERSONS SIGNING THIS CONTRACT.

**Form of Opinion of Company Counsel**

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F  
CUSIP 345370 86 0  
SEE REVERSE FOR CERTAIN DEFINITIONS

NOT MORE THAN  
100,000  
SHARES

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

THIS CERTIFIES THAT  
IS THE OWNER OF

DATE

FULLY PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK OF THE PAR VALUE OF ONE CENT (\$.01) EACH OF

Ford Motor Company transferable upon the books of the corporation by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all of the provisions of the Certificate of Incorporation and all amendments thereto (copies of which are on file at the office of the Transfer Agent) to all of which the holder hereof by acceptance hereof expressly assents. This certificate is not valid until countersigned by the Transfer Agent or Transfer Clerk and registered by the Registrar.

Witness the facsimile seal of the corporation and the facsimile signatures of its duly authorized officers.

CHAIRMAN OF THE BOARD

PRESIDENT AND CHIEF EXECUTIVE OFFICER

SECRETARY

COUNTERSIGNED AND REGISTERED:  
FIRST CHICAGO TRUST COMPANY OF NEW YORK,  
TRANSFER AGENT  
AND REGISTRAR  
BY

AUTHORIZED OFFICER

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FORD MOTOR COMPANY

The Corporation will furnish without charge to each stockholder who so requests, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such powers, preferences and/or rights. Any such request should be addressed to the Secretary of Ford Motor Company, One American Road, Dearborn, Michigan 48126, or to the Transfer Agent named on the face of this certificate.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM  
TEN ENT  
JT TEN  
as tenants in common  
as tenants by the entireties  
as joint tenants with right of  
survivorship and not as tenants in common  
UNIF GIFT MIN ACTD

Custodian

(Cust)

(Minor)

under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

For Value Received, the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE

Shares

of the stock represented by the within Certificate, and do(es) hereby irrevocably constitute and appoint

Attorney,

to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises. Dated,

X

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

Signature(s) Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

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One American Road  
Dearborn, Michigan 48126

February 11, 2026

Ford Motor Company  
One American Road  
Dearborn, Michigan 48126

Re: Registration of Securities

Ladies and Gentlemen:

Reference is made to the Registration Statement on Form S-3 (the "Registration Statement") being filed with the Securities and Exchange Commission (the "Commission") on or about February 11, 2026, by Ford Motor Company, (the "Company"). The Registration Statement relates to the issuance and sale from time to time, pursuant to Rule 415 of the General Rules and Regulations promulgated under the Securities Act of 1933, as amended (the "Securities Act"), of the following securities in one or more series: (i) debt securities of the Company ("Debt Securities"), consisting of debentures, notes and/or other unsecured evidences of indebtedness, which may be unsubordinated or subordinated to certain other obligations of the Company; (ii) preferred stock, par value \$1.00 per share, of the Company ("Preferred Stock"); (iii) depositary shares, each representing a fraction of a share of Preferred Stock ("Depositary Shares"), to be evidenced by depositary receipts (the "Depositary Receipts") issued pursuant to a Deposit Agreement among the Company, a bank or trust company selected by the Company to act as a depositary (the "Depositary") and the holders from time to time of the Depositary Receipts (the "Deposit Agreement"); (iv) common stock, par value \$0.01 per share, of the Company ("Common Stock"); (v) warrants to purchase Debt Securities, Preferred Stock, Depositary Shares or Common Stock ("Warrants"); (vi) stock purchase contracts, including contracts obligating holders to purchase shares of Common Stock, Preferred Stock or Depositary Shares at a future date or dates ("Purchase Contracts"); and (vi) units consisting of a Purchase Contract and Debt Securities, or debt obligations of third parties, in each case securing the holder's obligation under a Purchase Contract ("Units," and together with the Debt Securities, Preferred Stock, Depositary Shares, Common Stock, Warrants, Trust Preferred Securities, Trust Guarantees and Purchase Contracts, "Securities").

As Associate General Counsel and Assistant Secretary of the Company, I am familiar with the Restated Certificate of Incorporation and the By-Laws and with the affairs of the Company. I also have examined such other documents and instruments and have made such further investigation as I have deemed necessary or appropriate in connection with this opinion.

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Based on the foregoing, it is my opinion that:

1. The Company is duly incorporated and validly existing as a corporation under the laws of the State of Delaware.
2. When (i) the registration requirements of the Securities Act have been complied with, (ii) in the case of convertible Debt Securities, appropriate corporate action has been taken by the Company to authorize the issuance of the Securities into which such Debt Securities are convertible, (iii) the indenture between the Company and the Trustee pursuant to which the Debt Securities are to be issued (the "Indenture") has been qualified under the United States Trust Indenture Act of 1939, as amended (the "TIA"), (iv) the form or forms of the Debt Securities and the final terms thereof have been duly approved or established by such corporate action and in accordance with the terms of the Indenture, and (v) the Debt Securities have been duly executed, authenticated, completed, issued and delivered against payment therefor in accordance with such corporate action, the Indenture and in the manner contemplated by the Registration Statement, the Debt Securities will thereupon be legally issued and binding obligations of the Company.
3. When (i) the registration requirements of the Securities Act have been complied with, (ii) appropriate corporate action has been taken by the Company to authorize the issuance of Preferred Stock (iii) the forms of the Preferred Stock and any related Depositary Shares and the final terms thereof have been duly approved or established by such action (including the filing of the certificate of designations relating to the Preferred Stock with the Delaware Secretary of State), (iv) the Preferred Stock and any related Depositary Shares have been duly issued and sold against payment therefor in accordance with such corporate action and in the manner contemplated by the Registration Statement and (v), with respect to such Depositary Shares only, the Depositary has duly executed the Depositary Receipts in accordance with the terms of the Deposit Agreement (the Company having deposited the Preferred Stock with the Depositary pursuant to the Deposit Agreement), the Preferred Stock will be validly issued, fully paid and nonassessable (provided that the consideration paid therefor is not less than the par value thereof), will not have been issued in violation of or subject to any preemptive rights, and will have the rights set forth in the Company's Restated Certificate of Incorporation, as then amended, including the amendment effected by the Certificate of Designations relating to the Preferred Stock, and such Depositary Shares will represent legal and valid interests in the shares of Preferred Stock.
4. When (i) the registration requirements of the Securities Act have been complied with, (ii) appropriate corporate action has been taken by the Company to authorize the issuance of Common Stock, (iii) Common Stock shall have been duly issued and sold by the Company against payment therefor in accordance with such corporate action and in the manner contemplated by the Registration Statement, and (iv) if issued in physical form, certificates representing shares of Common Stock have been duly executed by the duly authorized officers of the Company in accordance with applicable law or, if issued in book entry form, an appropriate account statement evidencing shares of Common Stock credited to the purchaser's account maintained with the Company's transfer agent for Common Stock has been issued by said transfer agent, such Common Stock will be validly issued, fully paid and nonassessable (provided that the consideration paid therefor is not less than the par value thereof), will not have been issued in violation of or subject to any preemptive rights, and will have the rights set forth in the Company's Restated Certificate of Incorporation, as then amended.
5. When (i) the registration requirements of the Securities Act have been complied with, (ii) the appropriate corporate action has been taken by the Company to authorize the form, terms, execution and delivery of the Warrants, as well as the Securities that may be purchased upon exercise of the Warrants, and (iii) Warrants with such terms are duly executed, attested, issued and delivered by duly authorized officers of the Company against payment in the manner provided for in the warrant agreement pursuant to which the Warrants are to be issued and such corporate action, such Warrants will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

6. When (i) the registration requirements of the Securities Act have been complied with, (ii) the appropriate corporate action has been taken by the Company to authorize the form, terms, execution and delivery of the Purchase Contracts, as well as the Securities that are to be purchased under the Purchase Contracts, and (iii) the Purchase Contracts with such terms are duly executed, attested, issued and delivered by duly authorized officers of the Company against payment therefor in the manner provided for in the Purchase Contracts and such corporate action, such Purchase Contracts will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

7. When (i) the registration requirements of the Securities Act have been complied with, (ii) the appropriate corporate action has been taken by the Company to authorize the form, terms, execution and delivery of the Units and (iii) the Units with such terms are duly executed, attested, issued and delivered by duly authorized officers of the Company against payment therefor in the manner provided for in the agreement pursuant to which the Units are to be issued and such corporate action, such Units will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

My opinions expressed above are subject to the qualifications that I express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law or judicially developed doctrine in this area (such as substantive consolidation or equitable subordination) affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (iii) public policy considerations which may limit the rights of parties to obtain certain remedies.

This opinion is given as of the date hereof and is limited to the federal laws of the United States of America, the laws of the State of New York, and the General Corporation Law of the State of Delaware. I wish to point out that I am a member of the Bar of the State of Michigan. I have made, or caused to be made, such investigation as I have deemed appropriate with respect to the laws of other jurisdictions in connection with the opinions expressed herein, and nothing has come to my attention in the course of such investigation which would lead me to question the correctness of such opinions.

I hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement. In giving this consent, I do not admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission issued thereunder.

Very truly yours,

/s/ David J. Witten

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David J. Witten

Associate General Counsel and Assistant Secretary

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of Ford Motor Company of our report dated February 10, 2026, relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in Ford Motor Company's Annual Report on Form 10-K for the year ended December 31, 2025. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP  
Detroit, Michigan  
February 10, 2026

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FORD MOTOR COMPANY

CERTIFICATE OF AN ASSISTANT SECRETARY

The undersigned, David J. Witten, an Assistant Secretary of Ford Motor Company, a Delaware corporation (the "Company"), DOES HEREBY CERTIFY THAT the resolutions attached as Attachment A hereto are true and correct copies of the resolutions excerpted from the minutes of proceedings of the Board of Directors of the Company; such resolutions were duly adopted by the Board of Directors of the Company at a meeting held on March 12, 2025, and such resolutions are in full force and effect on the date hereof.

WITNESS my hand and the seal of the Company this 11th day of February, 2026.

/s/ David J. Witten  
David J. Witten  
Assistant Secretary

[SEAL]

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**FORD MOTOR COMPANY (the "Company")**

**Excerpts from the Minutes of  
a Meeting of the Board of Directors of Ford Motor Company  
on March 12, 2025**

**RESOLUTIONS RELATING TO THE REGISTRATION OF SECURITIES,  
THE LISTING OF SECURITIES ON STOCK EXCHANGES,  
AND RELATED MATTERS**

RESOLVED, That the Company be and hereby is authorized to register with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Act"), or with any other governmental or regulatory agency or authority ("Other Commission") pursuant to the applicable laws of any other jurisdiction, notes, debentures, warrants, guarantees, or other securities, or any combination thereof ("Debt Securities"), guarantees to be executed and delivered on behalf of the Company (the "Guarantees") in connection with the offering or offerings from time to time of Debt Securities issued by any Company subsidiary, and other securities which may be issued by the Company, including, without limitation, subordinated or secured Debt Securities, preferred stock and related depository shares, common stock, and warrants to purchase any of the foregoing ("Other Securities") (such Debt Securities, Guarantees, and Other Securities are collectively referred to as "Securities").

RESOLVED, That the preparation by the Company of one or more Registration Statements on Form S-3 or such other form as may be appropriate covering the Securities, including prospectuses, exhibits, and other documents, to be filed with the Commission or Other Commission for the purpose of registering the offer and sale of the Securities, be and it hereby is in all respects approved; that the directors and appropriate officers of the Company, and each of them, be and hereby are authorized to sign and execute on their own behalf, or in the name and on behalf of the Company, or both, as the case may be, any such Registration Statement, with such changes, if any, therein, including amendments to the prospectus and the addition or amendment of exhibits and other documents relating thereto or required by law or regulation in connection therewith, all in such form as such directors and officers may deem necessary, appropriate, or desirable, as conclusively evidenced by their execution thereof, and that the appropriate officers of the Company, and each of them, be and hereby are authorized to cause any such Registration Statement, so executed, to be filed with the Commission or Other Commission; and, prior to the effective date of any such Registration Statement and if the General Counsel or Secretary deems it advisable, the appropriate officers of the Company are directed to use their best efforts to furnish each director and each officer signing such Registration Statement with a copy of such Registration Statement, and if, prior to the effective date of any such Registration Statement, material changes therein or material additions thereto are proposed to be made, other than changes and additions of a type authorized under these resolutions to be approved by officers of the Company, and if the General Counsel or Secretary deems it advisable, the appropriate officers of the Company are directed to use their best efforts to furnish each director, and each officer signing any such Registration Statement, with a copy of such Registration Statement and each amendment thereto as filed with the Commission or Other Commission, or a description of such changes or additions, or a combination thereof, in as complete and final form as practicable and in sufficient time to permit each director and each such officer so desiring to object to any part of any such Registration Statement before it becomes effective.

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RESOLVED, That the directors and appropriate officers of the Company, and each of them, be and hereby are authorized to sign and execute on their own behalf, or in the name and on behalf of the Company, or both, as the case may be, any and all amendments (including post-effective amendments) to any Registration Statement, including amendments to the prospectus and the addition or amendment of exhibits and other documents relating thereto or required by law or regulation in connection therewith, all in such form, with such changes, if any, therein, as such directors and officers may deem necessary, appropriate, or desirable, as conclusively evidenced by their execution thereof, and that the appropriate officers of the Company, and each of them, be and hereby are authorized to cause such amendment or amendments, so executed, to be filed with the Commission or Other Commission; and if, prior to the effective date of each such post-effective amendment, material changes or material additions are proposed to be made in or to any such Registration Statement or any amendment thereto in the form in which it most recently became effective, other than changes and additions of a type authorized under these resolutions to be approved by officers of the Company, and if the General Counsel or Secretary deems it advisable, the appropriate officers of the Company are directed to use their best efforts to furnish each director, and each officer signing such post-effective amendment, with a copy of such post-effective amendment or a description of all material changes or additions therein, or a combination thereof, in as complete and final form as practicable and in sufficient time to permit each director and each such officer so desiring to object to any part of such post-effective amendment before it becomes effective.

RESOLVED, That each officer and director who may be required to sign and execute any such Registration Statement or any amendment thereto or document in connection therewith (whether on behalf of the Company, or as an officer or director of the Company, or otherwise), be and hereby is authorized to execute a power of attorney appointing S. E. Fortt, B. F. Petrillo, D. J. Cropsey, and D. J. Witten, each of them, severally, his or her true and lawful attorney or attorneys to sign in his or her name, place, and stead in any such capacity any such Registration Statement and any and all amendments (including post-effective amendments) thereto and documents in connection therewith, and to file the same with the Commission or Other Commission, each of said attorneys to have power to act with or without the other, and to have full power and authority to do and perform, in the name and on behalf of each of said officers and directors who shall have executed such a power of attorney, every act whatsoever which such attorneys, or any of them, may deem necessary, appropriate, or desirable to be done in connection therewith as fully and to all intents and purposes as such officers or directors might or could do in person.

RESOLVED, That the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby is authorized in the name and on behalf of the Company to take any and all action which such persons, or any of them, may deem necessary, appropriate, or desirable in order to obtain a permit, register, or qualify the Securities for issuance and sale or to request an exemption from registration of the Securities or to register or obtain a license for the Company as a dealer or broker under the securities laws of such of the states of the United States of America or any foreign jurisdiction as such persons, or any of them, may deem necessary, appropriate, or desirable, and in connection with such registrations, permits, licenses, qualifications, and exemptions to execute, acknowledge, verify, deliver, file, and publish all such applications, reports, resolutions, irrevocable consents to service of process, powers of attorney, and other papers and instruments as may be required under such laws, and to take any and all further action which such persons, or any of them, may deem necessary, appropriate, or desirable in order to maintain such registrations in effect for as long as such persons, or any of them, may deem to be in the best interests of the Company.

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RESOLVED, That the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby is authorized to designate any licensed California broker-dealer as the Company's attorney-in-fact for the purpose of executing and filing one or more applications and amendments thereto on behalf of the Company, under applicable provisions of the California Corporate Securities Law of 1968, for the registration or qualification of part or all of the Securities (whether or not subordinated) for offering and sale in the State of California.

RESOLVED, That any and all haec verba resolutions which may be required by the Blue Sky or securities laws of any state in which the Company intends to offer to sell the Securities be, and they hereby are, adopted; that the proper officers of the Company be, and they hereby are, authorized to certify that such resolutions were duly adopted at this meeting; and that the Secretary of the Company shall cause a copy of each resolution so certified to be attached to the minutes of this meeting.

RESOLVED, That the appropriate officers of the Company, and each of them, be and hereby are authorized on behalf of the Company to take such action as such officers, or any of them, may deem necessary, appropriate or desirable to make application for the listing on the New York Stock Exchange LLC or any other Stock Exchange of the Securities and that the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby is designated a representative of the Company to appear before the Corporate Services Division or other appropriate body of any such Exchange and take all such other steps as such persons, or any of them, may deem necessary, appropriate or desirable to effect such listing.

RESOLVED, That each officer and director who may be required to sign and execute any such listing application or any amendment thereto or document in connection therewith (whether on behalf of the Company, or as an officer or director of the Company, or otherwise), be and hereby is authorized to execute a power of attorney appointing S. E. Fortt, B. F. Petrillo, D. J. Cropsey, and D. J. Witten, each of them, severally, his or her true and lawful attorney or attorneys to sign in his or her name, place, and stead in any such capacity any such listing application and any and all amendments (including post-effective amendments) thereto and documents in connection therewith, and to file the same with the applicable Stock Exchange, each of said attorneys to have power to act with or without the other, and to have full power and authority to do and perform, in the name and on behalf of each of said officers and directors who shall have executed such a power of attorney, every act whatsoever which such attorneys, or any of them, may deem necessary, appropriate, or desirable to be done in connection therewith as fully and to all intents and purposes as such officers or directors might or could do in person.

RESOLVED, That the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby are authorized to execute and file with the Commission and the New York Stock Exchange LLC, or any other Stock Exchange, in the name and on behalf of the Company, one or more Registration Statements, on Form 8-A or such other form as may be appropriate, including any and all exhibits and other documents relating thereto, for the registration under the Securities Exchange Act of 1934, as amended, of the Securities and any and all amendments to such Registration Statements, in such forms as the person or persons executing the same may deem necessary, appropriate, or desirable, as conclusively evidenced by his, her, or their execution thereof.

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RESOLVED, That, in connection with each application of the Company to the New York Stock Exchange LLC, or any other Stock Exchange, for the listing on such Exchange of the Securities, the Company is authorized to enter into an agreement providing for the indemnification by the Company of the New York Stock Exchange LLC, or any other Stock Exchange, its governors, officers, employees, and its subsidiary companies and innocent purchasers for value of the Securities or any one or more of them, as the case may be, from and against losses, liabilities, claims, damages, or accidents in connection with the use of facsimile, PDF, or another form of electronic signatures on the Securities; and that the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby is authorized in the name and on behalf of the Company and under its corporate seal to execute and deliver to the New York Stock Exchange LLC, or any other Stock Exchange, the aforesaid indemnification agreement in such form as the person or persons executing the same may deem necessary, appropriate, or desirable, as conclusively evidenced by his, her, or their execution thereof.

RESOLVED, That the Company be and hereby is authorized to enter into one or more indentures and supplements thereto, each with a bank or trust company as Trustee (the "Indentures"), providing for the issuance of the Securities and that the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby is authorized, in the name and on behalf of the Company, (i) to select such trustee or trustees and (ii) to execute, acknowledge, and deliver the Indentures and supplements thereto, under the seal of the Company, attested by the Secretary or any Assistant Secretary, containing such terms and provisions as the officer or officers executing such Indentures or supplements thereto may deem necessary, appropriate, or desirable, as conclusively evidenced by his, her, or their execution thereof.

RESOLVED, That the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Treasurer or any Assistant Treasurer, and the Secretary or any Assistant Secretary, and each of them, be and hereby is authorized, in the name and on behalf of the Company and under its corporate seal (which may be a facsimile of such seal), to execute (by manual, facsimile, PDF, or other form of electronic signature) Securities (and, in addition, Securities to replace any of the Securities which are lost, stolen, mutilated, or destroyed and Securities required for exchange, substitution, or transfer, all as provided in the respective Indentures, or supplements thereto), in fully registered form in substantially the forms of Securities to be set forth in the respective Indentures, or supplements thereto, with such changes therein and additions thereto as the officer or officers executing the Securities may deem necessary, appropriate, or desirable, as conclusively evidenced by his, her, or their execution thereof.

RESOLVED, That the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby are authorized to appoint one or more paying agents, registrars, issuing agents, transfer agents, warrant agents, and other agents and functionaries, and to execute and deliver, in the name and on behalf of the Company, any agreement, instrument, or document relating to any such appointment, for the purpose of, among other things, issuing or countersigning, making transfers of, or registering the certificates representing the Securities; implementing or acting in connection with any auction or remarketing procedures applicable to the Securities; or implementing and giving effect to the provisions of the Indentures and supplements thereto or the Securities in the forms in which they shall be executed and delivered pursuant to the foregoing resolutions; provided, however, that the Company may at any time elect to act in any such capacity itself.

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RESOLVED, That the Company be and hereby is authorized to enter into one or more underwriting agreements, including pricing agreements pursuant thereto, or other letters, agreements, documents, and other writings necessary, appropriate, or desirable in order to facilitate the issuance and sale of securities, with any underwriter or underwriters designated by the proper officers of the Company, or between the Company and any other persons, including securities brokers and dealers, or any firm, institution, or partnership acting on behalf of themselves or itself and the several underwriters (such underwriting and other agreements and documents being herein collectively called the "Underwriting Agreements"), and that, when such Underwriting Agreements or pricing agreements pursuant thereto, or any of them, have been completed, to set forth the prices at and terms and conditions upon which the Securities are to be sold and the compensation to be received by the underwriters (such matters first having been presented to and approved by the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, or the Treasurer), the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby is authorized to execute and deliver, in the name and on behalf of the Company, the respective Underwriting Agreements and pricing agreements pursuant thereto, with the inclusion of such underwriters and containing such other terms and provisions as the officer or officers executing the same may deem necessary, appropriate, or desirable, as conclusively evidenced by his, her, or their execution thereof.

RESOLVED, That the Company be and hereby is authorized to enter into one or more Sales Agency Agreements, Purchase Agreements, and other Agreements with any placement agent or agents designated by the proper officers of the Company, including securities brokers and dealers, and each of them, providing for the sale of the Securities by such placement agent or agents, and each of them, on a "best efforts" basis, and/or for the purchase from time to time by such placement agent or agents, and each of them, of Securities, as principal, and that when such Agreements have been completed to set forth the terms and conditions on which the Securities are to be sold (such matters first having been presented to and approved by the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, or the Treasurer), the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby is authorized to execute and deliver, in the name and on behalf of the Company, such Sales Agency Agreements, Purchase Agreements, and other Agreements with such placement agent or agents, and each of them, containing such other terms and provisions as the officer or officers executing the same may deem necessary, appropriate, or desirable, as conclusively evidenced by his, her, or their execution thereof.

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RESOLVED, That the Company be and hereby is authorized to enter into one or more delayed delivery contracts ("Delayed Delivery Contracts") between the Company and institutional or other investors providing for the sale of Securities at any time, and that, when such Delayed Delivery Contracts have been completed, to set forth the respective prices, terms, and conditions on which the Securities are to be sold (such matters first having been presented to and approved by the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, or the Treasurer), the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby is authorized to execute and deliver in the name and on behalf of the Company one or more Delayed Delivery Contracts, with such changes therein and additions thereto as the officer or officers executing the same may deem necessary, appropriate, or desirable, as conclusively evidenced by his, her, or their execution thereof.

RESOLVED, That, subject to the right of the Board of Directors to rescind or modify the dividends to be declared and payable on any dividend payment date with respect to any shares of Securities which are equity securities ("Equity Securities"), the dividend rate of which is determined pursuant to a formula or procedure ("Variable Equity Securities"), there shall be deemed to be declared, and be declared, with respect to each dividend period thereof (any such declaration to be effective on the declaration date applicable to such dividend period, without further action of the Board of Directors), a dividend on each of the outstanding shares of Variable Equity Securities to which such dividend period relates at the dividend rate per annum (as determined in accordance with the Certificate of Designations) that may be payable with respect to such shares, payable on the dividend payment date for such dividend period to the holders of such shares of Variable Equity Securities as such holders appear on the stock transfer books of the Company on the related record date, all determined in accordance with the Certificate of Designations; provided that any such declaration shall not be effective with respect to any dividend on any such dividend payment date, unless the Chief Financial Officer, Treasurer, or any Assistant Treasurer of the Company shall have prepared and delivered to the Secretary of the Company for filing in the minutes of the Board of Directors, on or before the declaration date with respect to such dividend period, a certificate in which such officer certifies that, based upon the most recent financial statements of the Company, as of such declaration date, the Company had either (i) net profits for the calendar year in which such declaration date falls and/or the preceding calendar year or (ii) surplus (as defined and computed under Sections 154 and 244 of the Delaware General Corporation Law) in an amount sufficient to pay such dividend.

RESOLVED, That the Company be and hereby is authorized to enter into one or more deposit agreements and one or more supplements thereto, each with a bank or trust company as depository ("Deposit Agreements"), providing for the deposit of Equity Securities, the issuance of the depository shares ("Depository Shares"), and other matters relating thereto, and that the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby is authorized, in the name and on behalf of the Company, (i) to select such depository or depositories and (ii) to execute, acknowledge, and deliver Deposit Agreements and supplements thereto, whether or not under the seal of the Company, and whether or not attested by the Secretary or any Assistant Secretary, containing such terms and provisions as the officer or officers executing such Deposit Agreements or supplements thereto may deem necessary, appropriate, or desirable, as conclusively evidenced by his, her, or their execution thereof.

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RESOLVED, That, when shares of Equity Securities and, if such shares of Equity Securities are represented by Depositary Shares, the Depositary Shares shall be issued, sold, and delivered in accordance with the terms of any Deposit Agreement and any Underwriting Agreement or Purchase Agreement, such shares of Equity Securities shall be, and are hereby declared to be, fully-paid and non-assessable shares of Equity Securities of the Company and not liable to any further calls or assessments thereon, and the holders thereof shall not be liable for any further payment in respect thereof.

RESOLVED, That, upon the issuance and sale of the Equity Securities and any Depositary Shares in accordance with the foregoing resolutions, an amount equal to the par value of the Equity Securities so issued shall be credited to the capital stock account of the Company.

RESOLVED, That the Executive Chair, the Chief Executive Officer, the President, the Chief Operating Officer, the Vice Chair, the Chief Financial Officer, the General Counsel, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, and any Assistant Treasurer, and each of them, be and hereby is authorized in the name and on behalf of the Company to purchase, or arrange for the purchase of, Securities in connection with any sinking fund under the provisions of any of the Indentures or supplements thereto.

RESOLVED, That the appropriate officers of the Company, and each of them, be and hereby are authorized and empowered, in the name and on behalf of the Company, to take any action (including, without limitation, (i) the appointment of Registrars, Issuing Agents, Paying Agents, and other agents and (ii) the payment of expenses) and to execute (by manual, facsimile, PDF, or other form of electronic signature) and deliver any and all agreements, certificates, instruments, and other documents (under the corporate seal of the Company or otherwise) that such officer or officers may deem necessary, appropriate, or desirable to carry out the purposes and intents of each and all of the foregoing resolutions.

#### **RESOLUTION RELATING TO MODIFICATION OF RESOLUTIONS**

RESOLVED, That the Secretary or any Assistant Secretary of the Company shall modify the language of each and all of the foregoing resolutions to the extent necessary to reflect fully the intents and purposes thereof, and any such resolution, as so modified, shall be deemed to have been adopted by the Board of Directors in such modified form.

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**POWER OF ATTORNEY WITH RESPECT TO  
REGISTRATION STATEMENTS AND LISTING APPLICATIONS  
COVERING COMMON STOCK, DEBT SECURITIES,  
GUARANTEES AND OTHER SECURITIES  
ISSUED BY FORD MOTOR COMPANY**

The undersigned, a director, officer, or employee of FORD MOTOR COMPANY (the "Company"), appoints each of Sarah E. Fortt, Blair F. Petrillo, Douglas J. Cropsey, and David J. Witten his or her true and lawful attorney and agent to do any and all acts and things and execute any and all instruments which the attorney and agent may deem necessary or advisable in order to enable the Company to (i) register the above-captioned securities for issuance and sale under, and otherwise to comply with, the United States Securities Act of 1933, as amended, or any other applicable law, and any requirements of the United States Securities and Exchange Commission or any other applicable governmental or regulatory agency or authority in respect thereof, including, but not limited to, power and authority to sign his or her name (whether on behalf of the Company or otherwise) to one or more Registration Statements, any amendments thereto and any of the exhibits, financial statements, schedules or prospectuses filed therewith, and to file them with such Commission, agency or authority, and (ii) list the above-captioned securities with any stock exchange, including, but not limited to, power and authority to sign his or her name (whether on behalf of the Company or otherwise) to one or more listing applications, any amendments thereto and any of the exhibits, financial statements or schedules filed therewith, and to file them with any such stock exchange, in each case, all as authorized at a meeting of the Board of Directors of the Company held on March 12, 2025. The undersigned ratifies and confirms all that any of the attorneys and agents shall do or cause to be done by virtue hereof. Any one of the attorneys and agents shall have, and may exercise, all the powers conferred by this instrument.

Each of the undersigned has signed his or her name as of July 9, 2025.

/s/ James D. Farley  
James D. Farley

/s/ William C. Ford, Jr.  
William C. Ford, Jr.

/s/ Sherry A. House  
Sherry A. House

/s/ Mark Kosman  
Mark Kosman

/s/ Kimberly Casiano  
Kimberly Casiano

/s/ Adriana Cisneros  
Adriana Cisneros

/s/ Alexandra Ford English  
Alexandra Ford English

/s/ Henry Ford III  
Henry Ford III

/s/ William W. Helman IV  
William W. Helman IV

/s/ Jon M. Huntsman, Jr.  
Jon M. Huntsman, Jr.

/s/ William E. Kennard  
William E. Kennard

/s/ John C. May  
John C. May

/s/ Beth E. Mooney  
Beth E. Mooney

/s/ John L. Thornton  
John L. Thornton

/s/ John B. Veihmeyer  
John B. Veihmeyer

/s/ Lynn Vojvodich Radakovich  
Lynn Vojvodich Radakovich

/s/ John S. Weinberg  
John S. Weinberg

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**POWER OF ATTORNEY WITH RESPECT TO  
REGISTRATION STATEMENTS AND LISTING APPLICATIONS  
COVERING COMMON STOCK, DEBT SECURITIES,  
GUARANTEES AND OTHER SECURITIES  
ISSUED BY FORD MOTOR COMPANY**

The undersigned, a director, officer, or employee of FORD MOTOR COMPANY (the "Company"), appoints each of Sarah E. Fortt, Blair F. Petrillo, Douglas J. Cropsey, and David J. Witten his true and lawful attorney and agent to do any and all acts and things and execute any and all instruments which the attorney and agent may deem necessary or advisable in order to enable the Company to (i) register the above-captioned securities for issuance and sale under, and otherwise to comply with, the United States Securities Act of 1933, as amended, or any other applicable law, and any requirements of the United States Securities and Exchange Commission or any other applicable governmental or regulatory agency or authority in respect thereof, including, but not limited to, power and authority to sign his name (whether on behalf of the Company or otherwise) to one or more Registration Statements, any amendments thereto and any of the exhibits, financial statements, schedules or prospectuses filed therewith, and to file them with such Commission, agency or authority, and (ii) list the above-captioned securities with any stock exchange, including, but not limited to, power and authority to sign his name (whether on behalf of the Company or otherwise) to one or more listing applications, any amendments thereto and any of the exhibits, financial statements or schedules filed therewith, and to file them with any such stock exchange, in each case, all as authorized at a meeting of the Board of Directors of the Company held on March 12, 2025. The undersigned ratifies and confirms all that any of the attorneys and agents shall do or cause to be done by virtue hereof. Any one of the attorneys and agents shall have, and may exercise, all the powers conferred by this instrument.

Each of the undersigned has signed his or her name as of December 15, 2025.

/s/ Kyle Crockett  
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Kyle Crockett

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY  
UNDER THE TRUST INDENTURE ACT OF 1939 OF A  
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE  
ELIGIBILITY OF A TRUSTEE PURSUANT TO  
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON  
(Exact name of trustee as specified in its charter)

New York (Jurisdiction of incorporation if not a U.S. national bank)	13-5160382 (I.R.S. employer identification no.)
240 Greenwich Street, New York, N.Y. (Address of principal executive offices)	10286 (Zip code)

Ford Motor Company  
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	38-0549190 (I.R.S. employer identification no.)
One American Road Dearborn, Michigan (Address of principal executive offices)	48126 (Zip code)

Debt Securities  
(Title of the indenture securities)

**1. General information. Furnish the following information as to the Trustee:**

**(a) Name and address of each examining or supervising authority to which it is subject.**

Name	Address
Superintendent of the Department of Financial Services of the State of New York Federal Reserve Bank of New York Federal Deposit Insurance Corporation	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223 33 Liberty Street, New York, N.Y. 10045
The Clearing House Association L.L.C.	550 17 <sup>th</sup> Street, NW Washington, D.C. 20429 100 Broad Street New York, N.Y. 10004

**(b) Whether it is authorized to exercise corporate trust powers.**

Yes.

**2. Affiliations with Obligor.**

**If the obligor is an affiliate of the trustee, describe each such affiliation.**

None.

**16. List of Exhibits.**

**Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act").**

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-261533).
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-229519).
7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 26th day of January, 2026.

THE BANK OF NEW YORK MELLON

By: /s/ Stacey B. Poindexter  
Name: Stacey B. Poindexter  
Title: Vice President

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## Consolidated Report of Condition of

## THE BANK OF NEW YORK MELLON

of 240 Greenwich Street, New York, N.Y. 10286  
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business September 30, 2025, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar amounts in thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,883,000
Interest-bearing balances	113,411,000
Securities:	
Held-to-maturity securities	49,539,000
Available-for-sale debt securities	99,736,000
Equity securities with readily determinable fair values not held for trading	0
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	0
Securities purchased under agreements to resell	23,061,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases held for investment	37,648,000
LESS: Allowance for credit losses on loans and leases	248,000
Loans and leases held for investment, net of allowance	37,400,000
Trading assets	6,956,000
Premises and fixed assets (including right-of-use assets)	3,208,000
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	2,259,000
Direct and indirect investments in real estate ventures	0
Intangible assets	7,375,000
Other assets	19,674,000
<b>Total assets</b>	<b>366,502,000</b>

**LIABILITIES**

Deposits:	
In domestic offices	206,711,000
Noninterest-bearing	61,784,000
Interest-bearing	144,927,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	111,433,000
Noninterest-bearing	6,525,000
Interest-bearing	104,908,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	0
Securities sold under agreements to repurchase	2,313,000
Trading liabilities	971,000
Other borrowed money:	
(includes mortgage indebtedness)	5,159,000
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	10,656,000
Total liabilities	<u>337,243,000</u>

**EQUITY CAPITAL**

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	12,854,000
Retained earnings	17,216,000
Accumulated other comprehensive income	-1,946,000
Other equity capital components	0
Total bank equity capital	29,259,000
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	<u>29,259,000</u>
Total liabilities and equity capital	<u>366,502,000</u>

I, Dermot McDonogh, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Dermot McDonogh  
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Robin A. Vince  
Jeffrey A. Goldstein  
Joseph J. Echevarria



Directors

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# Calculation of Filing Fee Tables

S-3

## FORD MOTOR CO

Table 1: Newly Registered and Carry Forward Securities

Not Applicable

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
<b>Newly Registered Securities</b>												
Fees to be Paid	1 Debt	Senior Debt Securities	457(r)				0.0001381					
Fees to be Paid	2 Debt	Subordinated Debt Securities	457(r)				0.0001381					
Fees to be Paid	3 Equity	Preferred Stock	457(r)				0.0001381					
Fees to be Paid	4 Equity	Depositary Shares	457(r)				0.0001381					
Fees to be Paid	5 Equity	Common Stock	457(r)				0.0001381					
Fees to be Paid	6 Other	Warrants	457(r)				0.0001381					
Fees to be Paid	7 Other	Stock Purchase Contracts	457(r)				0.0001381					
Fees to be Paid	8 Other	Stock Purchase Units	457(r)				0.0001381					
Fees Previously Paid												
<b>Carry Forward Securities</b>												
Carry Forward Securities												
Total Offering Amounts:						\$ 0.00		\$ 0.00				
Total Fees Previously Paid:								\$ 0.00				
Total Fee Offsets:								\$ 0.00				
Net Fee Due:								\$ 0.00				

### Offering Note

1

Any securities registered hereunder may be sold separately or as units with other securities registered hereunder. Separate consideration may or may not be received for securities that are issuable on exercise, conversion, or exchange of other securities.

In accordance with Rules 456(b) and 457(r) under the Securities Act of 1933, as amended, the registrant is deferring payment of all of the registration fee. In connection with the securities offered hereby, the registrant will pay "pay-as-you-go registration fees" in accordance with Rule 456(b). The registrant will calculate the registration fee applicable to an offer of securities pursuant to this registration statement based on the fee payment rate in effect on the date of such fee payment.

An indeterminate aggregate offering price or number of securities of each identified class is being registered as may from time to time be offered at indeterminate prices.

2

See Offering Note 1.

3

See Offering Note 1.

4

