STATE OF INDIANA) IN THE MARION CIRCUIT/SUPERIOR COURT
) SS:
COUNTY OF MARION) CAUSE NO.

STATE OF INDIANA,

Plaintiff,

v.

FORD MOTOR COMPANY
a Delaware corporation with its principal place of business in Dearborn, Michigan,

Defendant.

49D04 0212 PL 002175

FILED
JAN 06 2003
CLERK OF THE
MARION CIRCUIT COURT

AGREED FINAL JUDGMENT

The parties to this action and Agreed Final Judgment ("the Parties") are Plaintiff, the State of Indiana, by and through Steve Carter, the Attorney General of Indiana, and Defendant, Ford Motor Company, a Delaware corporation with its principal place of business in Dearborn, Michigan ("Ford"). As evidenced by their signatures below, the Parties consent to the entry of this Agreed Final Judgment and its provisions without trial or adjudication of any issue of fact or law, and without any admission of any liability or wrongdoing of any kind. The Parties consent to entry of this Agreed Final Judgment to avoid the expenses and uncertainty associated with further investigation or litigation.

This is an Agreed Final Judgment ("Agreed Judgment") for which execution may issue. The Parties consent to entry of this Agreed Judgment without further notice.

By signature of their respective counsel below, and except as otherwise set forth herein, the Parties waive any right to appeal, petition for certiorari, or move to reargue or be heard, in connection with any judicial proceeding upon this Agreed Judgment in the form originally signed and submitted to the Court by the Parties. Each of the Parties retains any right afforded by law to notice of, and to oppose, brief, and be heard on, any motion or other proceeding for modification, enforcement, or execution of this Agreed Judgment, and the right to appeal any subsequent order of any court relating to this Agreed Judgment.

This Agreed Judgment shall bind the Parties and shall be binding on any and all future purchasers, merged parties, inheritors, or other successors in interest of Ford.

IT IS HEREBY AGREED AND ADJUDGED AS FOLLOWS:

1. JURISDICTION

Jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering this Agreed Judgment is admitted by the Parties. The Court retains jurisdiction for the purpose of enabling the Parties to apply to this Court at any time for such further orders and relief as may be necessary or appropriate for the construction, modification, enforcement, execution, or satisfaction of this Agreed Judgment.

2. VENUE

Pursuant to Rule 75 of the Indiana Rules of Trial Procedure, venue as to all matters between the parties hereto relating or arising out of this Agreed Judgment shall lie exclusively in the Circuit/Superior Court of Marion County, Indiana, or other State Court of competent jurisdiction in the same district.

3. PARTIES

3.1 Plaintiff is the State of Indiana.

3.2 Defendant is Ford Motor Company.

4. DEFINITIONS

As used in this Agreed Judgment, the following words or terms shall have the following meanings:

4.1 "Advertise," "Advertisement," or "Advertising" shall mean any written, oral, or electronic statement, illustration, or depiction that is designed to create interest in the purchasing of, impart information about the attributes of, publicize the availability of, or effect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, marketing kit, leaflet, circular, mailer, book insert, letter, catalogue, poster, chart, billboard, public-transit card, point-of-purchase display, package insert, package label, product instructions, electronic mail, website, homepage, film, slide, radio, television, cable

television, program-length commercial or "infomercial," or any other medium. Advertising does not include statements, illustrations, or depictions that are not designed to create interest in the purchasing of, impart information about the attributes of, publicize the availability of, or effect the sale or use of, goods or services, such as internal design and strategy documents, and Representations made by Ford to Ford dealers that are not reasonably anticipated to be communicated or publicized to any Consumer.

4.2 "Attorney General" shall refer to the Attorney General of Indiana and the Office of the Attorney General of Indiana.

4.3 "Agreed Judgment" shall refer to this document entitled Agreed Final Judgment in the matter of State of Indiana v. Ford Motor Company, a Delaware corporation with its principal place of business in Dearborn, Michigan.

4.4 "Clear and Conspicuous" or "Clearly and Conspicuously" shall mean a statement that, regardless of the medium in which it is made, is readily understandable and presented in such size, color, contrast, duration, location, and audibility, compared to the other information with which it is presented, that it is readily apparent to the person to whom it is disclosed. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner that is readily apparent and understandable.

4.5 "Competent and Reliable Scientific or Engineering Evidence" shall mean tests, analyses, research, studies, or other evidence conducted and evaluated in an objective manner by persons qualified to do so, and using procedures or methodologies generally accepted by the relevant professional, scientific, or engineering community to yield accurate and reliable results. For purposes of this Agreed Judgment, Competent and Reliable Scientific or Engineering Evidence does not exclude new tests, analyses, procedures, or methodologies, provided that they either (a) are based in relevant part on scientific or engineering principles generally accepted by the relevant professional, scientific, or engineering community, or (b) have yielded, or are reasonably expected to yield, accurate, reliable, and repeatable scientific or engineering results.

Nothing in this Agreed Judgment shall require tests, analyses, research, studies, procedures, methodologies, or other evidence to be endorsed in a peer-reviewed publication before constituting or yielding Competent and Reliable Scientific or Engineering Evidence. Except as otherwise expressly set forth herein, or as otherwise provided by law, nothing in this Agreed Judgment shall be interpreted to require Ford, in order to subsequently demonstrate that any test, analysis, procedure, or methodology constituted Competent and Reliable Scientific or Engineering Evidence, to take any action that would impair any of Ford's rights under any law governing patents or trade secrets. Provided, however, that nothing herein shall be interpreted as allowing Ford to withhold production of documents based on a claim of patent or trade secret where reasonable confidentiality protections have been provided.

4.6 "Consumer" shall mean any person, a natural person, individual, governmental agency or entity, partnership, corporation, limited liability company or corporation, trust, estate, incorporated or unincorporated association, or any other legal or commercial entity, however organized.

4.7 "Consumer Act" or Indiana Deceptive Consumer Sales Act shall refer to the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1, *et seq*.

4.8 "Defined Tires" shall refer to Firestone Radial ATX and Wilderness AT tires.

4.9 "Early Warning System" shall mean a program meeting all the legal requirements of 49 U.S.C. § 30166, and regulations promulgated pursuant thereto, as they may be modified or amended.

4.10 "Effective Date" shall mean the date this Agreed Judgment is filed and in no event later than 30 days after the entry of the Florida Agreed Final Judgment.

4.11 "Explorer" shall refer to all Ford Explorer, Ford Explorer Sport, and Ford Explorer Sport Trac models and trim lines, including 4 x 2, 4 x 4, and All Wheel Drive versions.

4.12 "Fantasy Advertising" shall refer to Advertising depicting the Motor Vehicle in a manner that so deviates from reality, or real life portrayal, such as driving underwater or on a vertical cliff face, that no reasonable Consumer could interpret the Advertisement as portraying

an actual capability or appropriate use of the vehicle.

4.13 "Florida Order" or "Florida Agreed Final Judgment" shall refer to the Agreed Final Judgment entered in the Second Judicial Circuit in and for Leon County Court between the State of Florida and Ford Motor Company on December 20, 2002.

4.14 "Ford" shall refer to Ford Motor Company and any and all of its successors and assigns.

4.15 "Motor Vehicle" shall refer to a vehicle driven or drawn by mechanical power and manufactured primarily for public streets, roads or highways but does not include a vehicle operated on a rail line.

4.16 "Multi-State Executive Committee" ("MSEC") shall refer to a committee comprising representatives from the States of Connecticut, Florida, Georgia, Illinois, Tennessee, Texas, Iowa, and Washington.

4.17 "Multi-State Working Group" ("MSWG") or "States" shall refer to all 50 States of the United States of America, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico, collectively.

4.18 "National Highway Traffic Safety Administration" ("NHTSA") shall refer to the federal National Highway Traffic Safety Administration. If any of the obligations, duties, or jurisdiction of the NHTSA should at any time be transferred, consolidated, or merged with the obligations, duties, or jurisdiction of any other governmental agency, all references to "National Highway Traffic Safety Administration" or "NHTSA" herein shall specifically include and reference that other governmental agency or entity.

4.19 "Payload Capacity" shall refer to the combined, maximum recommended weight of cargo, occupants, and optional equipment that the Motor Vehicle is designed to carry. Payload Capacity is equal to Gross Vehicle Weight Rating minus the base curb weight of the Motor Vehicle.

4.20 "Plaintiff," "State of Indiana," or "State" shall refer to the State of Indiana.

4.21 "Point-of-Sale Checklist" shall refer to the document that Ford provides to its

dealers for their use in providing to Consumers who purchase or lease new Ford SUVs, prior to or contemporaneously with such deliveries, information about features, characteristics, and use of the SUVs.

4.22 "Recall" or "Recalls" shall refer to any program undertaken by a Motor Vehicle manufacturer or Motor Vehicle component manufacturer, whether voluntarily or pursuant to an order by NHTSA, to withdraw, repair, replace, or remove from trade or commerce any vehicle or vehicle component that poses an unreasonable risk to Motor Vehicle safety.

4.23 "Represent" means to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or any other manner or means by which meaning might be conveyed. This definition applies to other forms of the word "Represent," including without limitation "representation," "misrepresent," and "misrepresentation."

4.24 "Sport Utility Vehicle" or "SUV" refers to a Motor Vehicle that is designed to carry eight or fewer persons and is constructed on a truck chassis (i.e., a body-on-frame pick-up truck platform) with special features for occasional off-road operation, including, but not limited to, all models of the Ford Excursion (notwithstanding that the Excursion is designed to carry nine persons), the Ford Expedition, the Ford Explorer, the Ford Explorer Sport, the Ford Explorer Sport Trac, the Mercury Mountaineer, and the Lincoln Navigator. Specifically excluded from this definition are trucks designed primarily for carrying cargo, vans, and minivans.

4.25 "States" shall refer to all 50 States of the United States of America, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico, collectively.

4.26 "SUV Safety Awareness Topics" refers to the following issues relating to the safe use and maintenance of SUVs irrespective of the manufacturer of any particular SUV:

(a) the concept of Payload Capacity and the risks of exceeding that capacity in an SUV;

(b) how a Consumer should determine whether an SUV is overloaded;

(c) how weight should be distributed in an SUV and the risks of improper weight

distribution;

(d) how to drive an SUV off-road and any limitations on the safe use of SUVs off-road, including the limitations of any particular vehicle component;

(e) the Payload Capacity, base curb weight, and gross vehicle weight rating of any particular SUV;

(f) the importance of maintaining SUV tires properly and the risks of failing to do so;

(g) the maximum inflation pressure for the tires on an SUV and the difference between that pressure and the recommended inflation pressure;

(h) the recommended inflation pressure for the tires on an SUV and recommended practices for maintaining that inflation pressure;

(i) the load capacity of roof racks and recommended practices for safe loading of roof racks on SUVs;

(j) the differences in handling between SUVs and passenger cars, including the increased rollover risk associated with abrupt maneuvers and excessive speed;

(k) the difference between Payload Capacity and the volume of the cargo area of SUVs;

(l) that important safety information is included in the Owner Guide for the SUV, and other information sources; and

(m) any other topic that may be of relevance in instructing consumers on safe driving or ownership of SUVs.

4.27 "SUV Tire" or "SUV Tires" shall refer to any and all tires installed as original equipment on SUVs manufactured, leased, or sold by Ford, or recommended or sold by Ford for use as replacements for original equipment on a Ford SUV.

5. INJUNCTIVE RELIEF

Except as otherwise specifically set forth in this Agreed Judgment, pursuant to Ind. Code §24-5-0.5-4(c)(1), Ford shall be permanently enjoined and restrained from directly or indirectly engaging in any of the following in the States, or from failing to engage in the following in the

States, as appropriate:

5.1 Ford shall disclose to purchasing Consumers of SUVs the Payload Capacity of the SUV and the risks of exceeding that capacity by the following:

(a) including in the SUV Owner Guide a discussion of the SUV's Payload Capacity, the risks of exceeding that capacity, and the location in the vehicle of the placard stating the Payload Capacity; and

(b) including on its Point-of-Sale checklists an item to direct the attention of Consumers to the Payload Capacity placard in the SUV and to the Owner Guide for information regarding Payload Capacity and safe loading practices.

5.2 In any of Ford's Advertising of SUVs, Ford shall not Represent by spoken or written words that an SUV is "best in class," or term or phrase of similar meaning, unless it Clearly and Conspicuously discloses the specific class and the SUV to which the claim applies.

5.3 In any of Ford's Advertising of SUVs, Ford shall not Represent by spoken or written words, that an SUV is "safest," "safer," or term or phrase of similar comparative or superlative meaning regarding safety, unless such Representation is supported by Competent and Reliable Scientific or Engineering Evidence and Ford Clearly and Conspicuously discloses the information necessary to place the Representation in an accurate context, including:

(a) the SUV for which the claim is made;

(b) the design, feature, or aspect of performance for which the claim is being made; and

(c) the test results or data source on which the claim is based.

5.4 In any of Ford's Advertising of SUVs, Ford shall not Advertise that an entire line of vehicles possesses a particular quality, characteristic, feature, or attribute unless all vehicles within that line have the same quality, characteristic, feature, or attribute. Notwithstanding the foregoing, Ford may Advertise any quality, characteristic, feature, or attribute of a subset of a line of vehicles, provided that such Advertisement is truthful, fair, and not misleading.

5.5 Ford shall not Represent:

(a) that a particular make and model tire is identical to the tire originally installed on a particular Motor Vehicle, when new, if such is not the case;

(b) that a particular make and model tire was originally installed on a particular Motor Vehicle, when new, if such is not the case;

(c) that an aftermarket or replacement tire is designed, engineered, built, or tested to meet ride, quality, handling, safety or other performance characteristics that a Motor Vehicle's original equipment tire is designed to meet, including, but not limited to, uniformity specifications, absent a written statement from the tire manufacturer that such is the case; or

(d) that the size, load rating, speed rating, temperature grade, traction grade, tread wear grade, or tread type of an aftermarket or replacement tire is the same as that of a Motor Vehicle's original equipment tire, unless such a Representation is consistent with Representations made by the tire manufacturer.

5.6 When Ford directs Consumers to take their SUVs to a Ford dealer for inspection or repair, Ford shall not Misrepresent the purpose for the inspection or repair. Nothing herein shall prevent Ford from conducting customer-satisfaction campaigns, making goodwill adjustments, harvesting components or data for analysis, or performing service pursuant to safety, emissions, or customer-satisfaction programs, provided that any Representations made therewith are truthful, accurate, and not misleading.

5.7 Within 180 days after the Effective Date, in any State in which Ford Advertises any SUV in the Spanish language, Ford shall, upon request by any Consumer purchasing any new Ford SUV so Advertised, and at no charge to the Consumer, provide to the Consumer a copy of the SUV's Owner's Guide in the Spanish language for the SUV so Advertised.

6. OTHER INJUNCTIVE RELIEF

Except as otherwise specifically set forth in this Agreed Judgment, pursuant to Ind. Code §24-5-0.5-4(c)(1), Ford shall be enjoined and restrained from directly or indirectly engaging in any of the following in the States, or from failing to engage in the following in the States, as

appropriate:

6.1 (a) In any of Ford's Advertising of SUVs in which Ford by spoken or written words makes Representations regarding the Payload Capacity of an SUV in terms of volume, or in which a feature of the Advertisement, verbal or otherwise, is the volume of an SUV's cargo area, Ford must Clearly and Conspicuously disclose that Payload Capacity is limited by weight and weight distribution. For purposes of this provision, mere picture(s) portraying an SUV's cargo area--without cargo or with only small light objects in it--shall not be interpreted as being a "feature" of an Advertisement.

(b) In any of Ford's Advertising of SUVs in which Ford Represents by spoken or written words that an SUV's cargo area is "spacious" or "roomy," or a term or phrase of similar import, Ford must Clearly and Conspicuously disclose that Payload Capacity is limited by weight and weight distribution.

(c) In written, televised, or graphic Advertising, the requirements of this Section 6.1 will be satisfied if the Advertisement Clearly and Conspicuously disclaims, "Cargo and load capacity limited by weight and distribution" or uses a substantially equivalent disclaimer.

6.2 In any of Ford's Advertising of SUVs, Ford shall not Represent by spoken or written words that an SUV's "handling" or "steering," or term or phrase of similar meaning, is "car-like," or term or phrase of similar meaning. In interpreting this Section 6.2, terms that relate to the comfort of an SUV, such as "ride" or "comfort," do not have meaning similar to "handling" or "steering," unless the terms used are deceptive under state law in the context of such representations.

6.3 Sections 6.1 and 6.2 shall expire on December 31, 2006, provided that Ford has not been adjudged by the Court, as designated in Section 2 of this Agreed Judgment, in any MSWG state to have violated sections 6.1 or 6.2 of any MSWG Agreed Judgment. However, if prior to January 1, 2007, Ford is adjudged by the Court in any MSWG state to have violated

section 6.1 or 6.2, Ford shall continue to be subject to the section which it has been held to have violated until December 31, 2008 in all MSWG state Agreed Judgments, provided that Ford is not further adjudged by the Court in any MSWG state in a ruling issued between December 31, 2006 and December 31, 2008 to have violated the same provision, in which event that provision shall not expire, unless that ruling is reversed by the highest appellate court that addresses the matter. This paragraph is in addition to all other remedies available to the State in law and equity.

7. SETTLEMENT FUND

7.1 Within fifteen days of the Effective Date, Ford shall pay the amount of Fifty-one Million Five Hundred Thousand Dollars, $51,500,000.00 ("the Settlement Fund") to the States. Such payment shall be made by electronic funds transfer, or certified or cashier's check, made payable to the "Legal Affairs Revolving Escrow Trust Fund" and shall be tendered to the State of Florida to be distributed to the States and used for the purposes delineated in Sections 8 and 9, pursuant to the terms of this Agreed Judgment.

7.2 Upon payment of the Settlement Fund in the manner prescribed in Section 7.1 of this Agreed Judgment, Ford shall (a) be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom shall inure entirely to the benefit of the MSWG pursuant to the terms of this Agreed Judgment; (b) have no further obligation to make any payment to the State, or to the States, pursuant to this Agreed Judgment, except as otherwise provided herein; (c) have no control over, responsibility for or input as to the disbursal of any funds or designation of any funds and (d) have no further obligation to the State, or to the States, pursuant to Section 7.1 of this Agreed Judgment.

7.3 Upon receipt of the Settlement Fund, the State of Florida shall deposit it into an interest-bearing account (the "Settlement Account") and be deemed custodian of the funds in the Settlement Account on behalf of the States, and shall remain custodian of such funds until distributed. Payments to individual States will be made within 45 days of entry of the individual State's Agreed Judgment or of receipt of the funds by Florida, whichever is later

7.4 The State of Florida, acting through the Florida Attorney General, shall be the sole authorized agent on behalf of the States with power to open, disburse, and close the Settlement Account. The entity holding the Settlement Account shall be paid solely from the interest generated by the Settlement Account. Any additional interest shall be used for public service announcements pursuant to subsection 7.2 of this Agreed Judgment.

7.5 Ford waives and relinquishes any right to challenge any action or inaction by any of the States with regard to the receipt, retention, disbursement, or other payment of funds made or received from or to the Settlement Account. Nothing herein shall limit or otherwise affect any right Ford may have to seek enforcement of the terms of this Agreed Judgment.

8. DISBURSEMENT OF PAYMENTS

8.1 Thirty Million dollars ($30,000,000.00) shall be paid from the Settlement Account for use by the MSWG to produce, publish, and broadcast, in a manner designed to reach consumers throughout the United States, consumer education and awareness public service announcements regarding SUV Safety Awareness Topics ("the consumer education and awareness program").

8.2 The MSEC shall retain a vendor or vendors to design and implement the consumer education and awareness program for the MSWG. Each of the consumer education materials published, broadcast, or otherwise disseminated pursuant to the consumer education and awareness program shall address one or more of the SUV Safety Awareness Topics generally.

8.3 No individual State shall have any claim to the funds for the consumer education and awareness program, and funds for the consumer education and awareness program may only be expended by Florida upon a majority vote of the MSWG. Any portion of the Thirty Million ($30,000,000.00) provided for in Section 8.1 of this Agreed Judgment not to be expended pursuant to Sections 8.1 and 8.2 may be distributed among the States at the sole discretion of the MSWG.

8.4 Three Hundred Thousand dollars ($300,000.00) from the Settlement Account

shall be disbursed to each State ~~as a monetary payment for~~ in settlement of the Attorney General's Claims set forth in the States' lawsuits. JHM

8.5 The State of Indiana's portion of the monetary payment of Three Hundred Thousand dollars ($300,000.00) shall be paid in a check made payable to the Attorney General of Indiana and shall be used by the Attorney General of Indiana for consumer education, litigation, enforcement, and other consumer protection purposes, at the discretion of the Attorney General.

8.6 Upon execution and entry of this Agreed Judgment, the State of Indiana shall be entitled to receive from the Settlement Account any monies to which it is entitled under this Agreed Judgment. However, in no event shall any disbursement from the Settlement Account be made to any State prior to sixteen days after the entry of the Florida Order, or as soon as practicable thereafter.

9. GENERAL PROVISIONS

9.1 This Agreed Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Agreed Judgment. Each of the Parties represents and warrants that no offer, agreement, or inducement of any nature whatsoever (except as expressly set forth herein) has been made to it by the other party to procure this Agreed Judgment.

9.2 Nothing in this Agreed Judgment constitutes any agreement by the Parties concerning the characterization of the amounts paid pursuant to this Agreed Judgment for purposes of the Internal Revenue Code or any state tax laws.

9.3 This Agreed Judgment may be enforced by, or provide any basis for any action by or for any award of relief to, only the Parties hereto and no other person or entity. In entering this Agreed Judgment with this provision and other limiting provisions, this Court specifically refers to and invokes the Full Faith and Credit Clause of the United States Constitution and the doctrine of comity and requests that any other court reviewing, construing, or applying this Agreed Judgment implement and enforce each such limiting provision. Neither the State nor the Attorney General grants permission to or cedes, and this Agreed Judgment does not grant or

otherwise provide, to any person or entity any power or authority to act as a "private attorney general" with respect to any matter covered by or arising out of this Agreed Judgment or otherwise to assert standing on behalf of the State or the public at large or to assert any claim seeking declaratory or equitable relief for alleged public or State injury with respect to any matter covered by this Agreed Judgment.

9.4 Titles or captions in this Agreed Judgment are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Agreed Judgment or any provision hereof. The Parties have negotiated, jointly drafted, and fully reviewed the terms of this Agreed Judgment, and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Agreed Judgment. As used in this Agreed Judgment, the plural shall include the singular and the singular shall include the plural.

9.5 Except as otherwise explicitly provided in this Agreed Judgment, nothing in this Agreed Judgment shall be construed to limit or expand the authority of the Attorney General or the State to protect the interests of the State or the people of the State. In addition, except as otherwise explicitly provided in this Agreed Judgment, this Agreed Judgment shall not bar the State, the Federal Trade Commission, the National Highway Traffic Safety Administration, or any other governmental entity from enforcing laws, regulations, or rules against Ford, or limit or modify in any way any defense Ford may have to, or any procedural or substantive right Ford may have in, any action or proceeding to enforce any such law, regulation, or rule.

9.6 This Agreed Judgment may be amended either by an order of this Court entered pursuant to a written agreement between Plaintiff and Ford or for good cause shown to this Court upon a motion by Ford, and the Court retains jurisdiction for the purpose of ruling on requests for amendments. Before moving for an order amending this Agreed Judgment, Ford may send to the Attorney General of the State a written request pursuant to Section 16. If Ford elects to contact the Attorney General prior to moving for an order and more than one of the States is involved in the motion, Ford shall also send a copy of the request to the MSEC representatives, who shall use

their best efforts to coordinate the States' position with respect to the requested amendment. The Attorney General for each of the States that objects to the requested amendment shall provide a written objection to Ford and, if more than one of the States is involved in the request, a representative of the Attorney General of each of the States constituting the MSEC. No State shall so object unless the Attorney General for the objecting State believes that the requested amendment is not in the public interest and articulates in the written objection the reasons for that belief. Each written objection must be sent pursuant to Section 16 within ninety days of the objecting States' receipt of the request. If a State does not provide notice of its objection to the written request within the ninety-day period, that State shall be deemed conclusively not to object to the requested amendment and to have waived any objection to a motion for the requested amendment. A motion for amendment may be served in accordance with Section 16 of this Agreed Judgment.

9.7 If any portion of this Agreed Judgment is held invalid by operation of law, the remaining terms of this Agreed Judgment shall not be affected.

9.8 This Agreed Judgment shall be binding upon the Parties and their successors. In no event shall assignment of any right, power, or authority under this Agreed Judgment avoid compliance with this Agreed Judgment.

9.9 Ford shall use good-faith and reasonable efforts to notify its employees responsible for carrying out and effecting the terms of this Agreed Judgment of the obligations, duties, and responsibilities imposed on Ford by this Agreed Judgment.

9.10 Time shall be of the essence with respect to each provision of this Agreed Judgment that requires action to be taken by either party within a stated time period or upon a specified date.

9.11 This Agreed Judgment, together with a letter dated December 20, 2002 from the MSEC to Dennis Ross, General Counsel of Ford Motor Company, concerning the Public Service Announcements that are the subject of Sections 8.1 and 8.2 above, sets forth the entire agreement between the Parties, and there are no representations, arrangements, or understandings, oral or

written, between the Parties relating to the subject matter of this Agreed Judgment that are not fully expressed herein or attached hereto.

9.12 The footnotes to this Agreed Judgment are and shall be considered a part of the Agreed Judgment.

9.13 Nothing in this Agreed Judgment shall be construed to waive, limit, or expand any claim of sovereign immunity the State may have in any action or proceeding.

9.14 This Agreed Judgment is agreed to by the Parties and entered by the Court for settlement purposes only. Neither the fact of, nor any provision contained in, this Agreed Judgment nor any action taken hereunder shall constitute, or be construed as, any admission of the validity of any claim or any factual allegation that was or could have been made by the State or the Attorney General, or of any admission of wrongdoing, fault, violation of law, or liability of any kind on the part of Ford, or any admission by Ford of any claim or allegation made in any action or proceeding against Ford. This Agreed Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except (a) in any action or proceeding by one of the Parties to enforce, rescind, or otherwise implement or affirm any or all of the terms of this Agreed Judgment, or (b) in any action involving a Released Claim, to support a defense of res judicata, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense.

9.15 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Agreed Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreed Judgment.

9.16 Any failure by one of the Parties to this Agreed Judgment to insist upon the strict performance by the other party of any of the provisions of this Agreed Judgment shall not be deemed a waiver of any of the provisions of this Agreed Judgment, and each of the Parties, notwithstanding any such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreed Judgment and the imposition of any penalties provided for by the laws of the State of Indiana.

9.17 No right, power, or authority granted by this Agreed Judgment shall be assignable without the express written consent of the non-assigning party. Any purported assignment in violation of the preceding sentence shall be void.

9.18 In any action or proceeding in which it is alleged or claimed that any Advertising by Ford is false, misleading, or unfair, nothing in this Agreed Judgment shall in any way limit or expand, or be construed or deemed to limit or expand, the defense or doctrine of "puffing" or "puffery" or its doctrinal equivalent.

10. REPRESENTATIONS AND WARRANTIES

10.1 Ford warrants and represents that it manufactured, sold, and distributed Ford Explorer vehicles equipped with the Defined Tires. Ford further acknowledges that it is a proper party to this Agreed Judgment and that Ford Motor Company is the true legal name of the entity other than the State agreeing to this Agreed Judgment.

10.2 Each of the non-Court signatories to this Agreed Judgment represents and warrants that he or she has authority to agree to this Agreed Judgment on behalf of one of the Parties.

10.3 Each of the Parties represents and warrants that it negotiated the terms of this Agreed Judgment in good faith.

10.4 Ford acknowledges and agrees that Plaintiff has relied on all of the representations and warranties set forth in this Agreed Judgment and that, if any representation is proved false, unfair, deceptive, misleading, or inaccurate in any material respect, Plaintiff has the right to seek any relief or remedy afforded by law or equity in the State.

10.5 Ford represents and warrants that its responses to the civil investigative demands of the MSWG were prepared pursuant to good-faith investigations for documents and information responsive to those portions of the demands that were adequately designated and not otherwise subject to a good faith objection or to a good faith claim of privilege or work-product immunity.

10.6 Ford represents and warrants that it has acted in good faith in conducting and

completing the tire replacement program initiated by Ford on May 22, 2001, including tire replacements and refunds.

11. UNDERTAKINGS AND ACKNOWLEDGMENTS BY FORD

11.1 Ford's Advertising of SUVs will be truthful, fair, and not misleading with respect to safety and depictions of vehicle use, including Representations regarding steering and handling. When determining whether a particular Advertisement complies with this provision, the entire Advertisement shall be considered, including the context of the particular depiction at issue, any limitations, warnings, or disclaimers contained in the Advertisement, and any limitations or warnings set forth in the Owner Guide materials for that SUV. Nothing herein shall preclude Ford from (a) demonstrating the ordinary use of vehicle components, systems or features, or (b) demonstrating the performance of safety features such as airbags, safety canopies, stability control/enhancement systems, four-wheel or all-wheel drive system and antilock brakes, in potentially dangerous situations, (c) depicting, in its Advertisements, an SUV being driven by a professional driver on a closed course in a manner fairly and appropriately tailored to demonstrate the capabilities of the SUV, provided that any necessary and appropriate disclaimers are Clearly and Conspicuously disclosed in the Advertisement, or (d) using "fantasy" Advertising.

11.2 When depicting an SUV being driven by a professional driver on a closed course to demonstrate the full range of capabilities of an SUV, Ford shall Clearly and Conspicuously disclose the use of a professional driver or closed course and warn against attempting the depicted driving (e.g. "Professional Driver. Closed Course. Do Not Attempt." or a substantially similar disclaimer). Nothing contained herein shall be construed as acquiescence by the States to the industry wide Advertising practice of depicting the driving of SUVs in a manner not recommended for ordinary drivers.

11.3 The total weight of the occupants and cargo depicted in any of Ford's Advertisements of SUVs shall not exceed the Payload Capacity for that SUV and Ford shall (i) weigh all occupants and cargo depicted in an Advertisement and document its efforts to ensure

that the depicted vehicle is not overloaded, and (ii) depict the cargo being distributed in a manner consistent with the instructions in the Owner Guide for that SUV.

11.4 Prior to or contemporaneous with making any Representation regarding the safety, performance, or durability of any specific SUV, or any SUV component or system, Ford shall possess Competent and Reliable Scientific or Engineering Evidence that reasonably substantiates each specific claim.

11.5 Ford acknowledges that the following state and federal laws apply to SUVs it manufactures and sells, and Ford affirms its commitment to comply with those laws:

(a) Motor Vehicle Safety Act, 49 U.S.C. § 30101, et seq. and all regulations promulgated thereunder by the National Highway Traffic and Safety Administration, where applicable, including, but not limited to, the Transportation Recall Enhancement, Accountability and Documentation (TREAD) Act, and the Uniform Tire Quality Grading System standards.

(b) Rollover Warning Requirements. 49 C.F.R. § 575.105 requiring all manufacturers of certain utility vehicles with a wheelbase under 110 inches to alert the drivers that these vehicles have a higher possibility of rollover than other vehicle types and advise them of steps they can take to reduce the potential for rollover or rollover-related injuries.

(c) Tire Pressure, Cargo Loading and Related Consumer Information Requirements. Federal regulations promulgated pursuant to § 11 of the federal Transportation Recall Enhancement, Accountability and Documentation Act (the "TREAD Act") mandating industry-wide labels and owner's guide content to address tire pressure recommendations, cargo loading information and recommended practices.

(d) Foreign Recall Reporting. Federal regulations promulgated pursuant to TREAD Act § 3(a) requiring vehicle manufacturers to report safety recalls and other safety campaigns worldwide on vehicles that are substantially similar to those sold in the United States.

(e) Early Warning Reporting Requirements. Federal regulations promulgated pursuant to TREAD Act § 3(b) requiring automobile manufacturers to provide a report to NHTSA quarterly of certain field performance information specified by NHTSA.

(f) Record Retention Requirements. 49 C.F.R § 576 mandating a record retention period for certain records NHTSA has determined are "needed for the proper investigation, and adjudication or other disposition, of possible defects related to motor vehicle safety and instances of nonconformity to the vehicle safety standards and associated regulations."

(g) Recall Determination and Notification. The Safety Act (49 U.S.C. §§ 30101, 30118-30121) and NHTSA regulations (49 C.F.R. § 573) specifying requirements governing the process used to notify NHTSA and affected customers about potential safety-related defects or noncompliance issues.

(h) Vehicle Safety Certification. The Safety Act stating that automobile manufacturers may not manufacture for sale, sell, offer for sale, introduce or deliver for introduction into interstate commerce, or import into the United States any vehicle that does not comply with applicable Federal Motor Vehicle Safety Standards. 49 U.S.C. § 30112.

(i) State and Federal Consumer Protection Laws. The Federal Trade Commission Act and state Consumer Acts prohibiting falsely advertising the quality, characteristics or attributes of products and engaging in trade practices that are unfair or deceptive, including silent or secret warranties.

(j) State common law requiring manufacturers of products to give appropriate priority to safety considerations when designing products, including a duty, when choosing among alternative available designs, to use reasonable efforts to choose designs that will not pose unreasonable risks to Motor Vehicle safety.

The summary descriptions of the foregoing laws are not intended to limit, expand, modify, or

construe any such law, each of which is to be construed and applied in accordance with its terms and construction by appropriate courts and authorities. The Parties agree that by this acknowledgment and affirmation of its commitment, Ford does not, and shall not be deemed to, in any way expand, limit, or otherwise modify any power, authority, right, or jurisdiction of any federal, state, or local governmental entity, including, but not limited to, the State and the Attorney General, or of any person or entity not a party to this action, to enforce, or seek or obtain relief under, any statute, regulation, or other law of any jurisdiction, including, but not limited to, any law listed in this Section 11.5, or under any other provision of this Agreed Judgment. Nor does anything in this Section 11.5 in any way diminish, expand, or otherwise modify any State's sovereignty or sovereign right to enforce, or seek or obtain relief under, any statute, regulation, or other law of any jurisdiction.

11.6 (a) Within 180 days after the Effective Date, upon request of any Consumer who owns, or is a current lessee, of a 2003 Model Year Ford SUV, Ford shall provide the Consumer with a copy of the Owner Guide for that SUV written in the Spanish language. There shall be no charge to the Consumer for this service.

(b) Within 180 days after the Effective Date, upon request of any Consumer who owns, or is a current lessee, of a Ford SUV, Ford shall provide the Consumer with a then-current copy of the Owner Guide supplement (historically entitled "4-Wheeling with Ford" and currently entitled "Driving Your Truck or SUV") written in the Spanish language. There shall be no charge to the Consumer for this service.

(c) Within 180 days after the Effective Date, Ford shall use best efforts to inform Consumers by reference in its Spanish language Advertising to a toll-free telephone number and its website www.ford.com, that the information referenced in Sections 11.6(a) and (b) is available in Spanish.

11.7 Ford represents and warrants that, within one year of the Effective Date of this Agreed Judgment, it will launch, at its own expense, the following Consumer education initiatives:

(a) SUV Owner Guide Supplement. Ford will retain and work with a communications expert to revise the content of its SUV Owner Guide Supplement (historically entitled "4-Wheeling with Ford" and currently entitled "Driving Your Truck or SUV") to expand truthful and accurate references to the SUV Safety Awareness Topics (a) through (l). Ford also will take reasonable steps to ensure that every purchaser of a new Ford SUV is provided with a copy of the booklet and will provide Ford dealers with additional copies to make available to owners of Ford vehicles at Ford dealerships. Ford will also publish the booklet on the Internet. Ford also will request its dealers to provide the booklet to buyers of used SUVs. Ford will waive intellectual property rights to the SUV safety sections of the booklet so that the states and the attorneys general may encourage other manufacturers and sellers of SUVs to publish and distribute similar material.

(b) SUV Quick Reference Guides. Ford will include SUV safety information in "Quick Reference Guides" to accompany its SUV Owner Guide materials for the 2003 model year for Ford and Lincoln-Mercury SUVs (Expedition, Explorer, Explorer Sport, Explorer Sport Trac, Mountaineer, Navigator, and Aviator). Quick Reference Guides are intended to serve as educational pamphlets with basic information about various vehicle features and options. The Quick Reference Guides will remind owners that SUVs handle differently from passenger cars, and refer to the Owner Guide and SUV Owner Guide Supplement for further educational material on the SUV Safety Awareness Topics (a) through (l). Ford will take reasonable steps to ensure that every purchaser of a new Ford SUV is provided with a copy of the Quick Reference Guide.

(c) SUV CD-ROM. In consultation with a communications expert, Ford will evaluate the use of CD-ROMs for possible inclusion in the Owner Guide package for SUVs. Ford will evaluate the possible benefits of CD-ROMs that provide educational information on vehicle features and content and that include audio

and visual content concerning the SUV Safety Awareness Topics (a) through (l). The CD-ROMs to be evaluated will be multimedia adaptable, with (a) numbered audio tracks that allow customers to immediately access relevant feature content, and (b) PC-compatible programs that provide more in-depth multimedia educational material. During the evaluation, Ford will include the CD-ROMs with a representative cross-section of its SUV lineup for the 2003 model year. Through customer feedback and market research studies, Ford will evaluate the appropriateness of the CD-ROMs as part of the overall future Owner Guide package.

(d) Point-of-Sale Checklists. Ford will add to its dealer Point-of-Sale Checklist an item to direct the attention of buyers of new and used SUVs to the SUV Owner Guide Supplement and to recommend that the customer review the content of the booklet prior to their operation of any new SUV.

(e) SUV Visor Warning Labels. Unless and until the National Highway Traffic Safety Administration promulgates a regulation requiring such a label elsewhere on new SUVs sold in the United States, Ford will continue to include on all of its SUVs, not just those with a wheelbase less than 110 inches as specified by 49 C.F.R. § 575.105, a sunvisor label to warn consumers that SUVs handle differently from passenger cars.

(f) SUV Fuel Fill Area Tire Pressure Labels. Unless and until the National Highway Traffic Safety Administration promulgates a regulation requiring such a label elsewhere on new SUVs sold in the United States, Ford will continue to provide in the fuel filler door area on all new SUVs a label indicating the proper tire inflation pressure for the original equipment tires provided with the vehicle.

(g) Updates to Owner Guides. In accordance with, and to the extent consistent with, anticipated NHTSA regulations, Ford will update the information and warnings on tire safety in its SUV Owner Guides to inform consumers of the difference

between the vehicle manufacturer's recommended tire inflation pressure and the maximum tire inflation pressure marked on the sidewall of the tire.

11.8 Ford agrees to take or to initiate the following actions to enhance the ability of all Motor Vehicle manufacturers to prevent, identify and correct potential safety concerns:

(a) Ford Early Warning System. Upon request by another Motor Vehicle manufacturer or NHTSA, Ford will discuss and demonstrate on an informal basis its Early Warning System, provided, however, that Ford will not be required to breach existing commercial agreements and Ford will not share or disclose intellectual property or confidential information of suppliers or other third parties.

(b) Increase Safety Belt Usage. Ford will waive all licensing and royalty rights under the BeltMinder patent in order to allow other companies to increase safety by providing this technology in all vehicles.

11.9 When making recommendations to Consumers regarding tire pressure, Ford will consider the range of environmental factors to which Tires may be exposed, the patterns of Consumer use that are known or reasonably foreseeable to Ford, adequate safety margins for reductions in air pressure, loading and load distribution, and other factors relevant to safe operation of an SUV.

11.10 Within 120 days of the Effective Date, Ford will communicate to each of its dealers presently participating in the "Around the Wheel" program general information about the differences between original equipment tires and replacement tires. Ford's pricing guides and tire catalogs for 2003, when published in the ordinary course, will comply with Section 5.6.

12. RELEASE

12.1 In consideration of the injunctive relief, payments, undertakings, and acknowledgments provided for in this Agreed Judgment, and conditioned on Ford's making full payment of the Settlement Fund in the manner specified in Section 7.1, and subject to the limitations and exceptions set forth in Section 12.2, the State and the Attorney General (collectively, the "Releasors") to the fullest extent permitted by law release and forever discharge

to Ford and its past and present officers, directors, shareholders, employees, partners, affiliates, subsidiaries, successors, attorneys, insurers, and assigns (collectively, the "Releasees") of and from any and all causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, contingent or absolute, that Releasors now have, or in the absence of this Agreed Judgment may in the future have had, against the Releasees by reason of any conduct, omission, harm, matter, cause, or thing whatsoever that has occurred at any time up to and including the Effective Date of this Agreed Judgment relating to the following:

(a) the Advertising, sale, marketing, or servicing of Ford Explorers or Mercury Mountaineers (including all of their components) and Representations concerning Ford Explorers or Mercury Mountaineers, including the adequacy and timing of disclosures of information concerning recalls and potential safety risks with respect to 1990 through 2001 Ford Explorer and Mercury Mountaineer model years;

(b) the Defined Tires, including the design, manufacture, Advertising, sale, marketing, purchasing, or servicing (including recalls and replacement programs and any alleged failure or delay in conducting such programs) of the Defined Tires and Representations about the Defined Tires including the adequacy and timing of disclosures of information concerning recalls and potential safety risks;

(c) the Advertising, marketing, or sale of aftermarket or replacement tires and Representations about replacement tires to the extent that such claims are based upon laws relating to consumer protection, unfair or deceptive trade practices or civil RICO statutes providing for enforcement by the State or remedies to the State;

(d) the failure to publish and make available in the Spanish language Owner Guides for Ford SUVs to the extent that such claims are based upon laws relating to consumer protection, unfair or deceptive trade practices, or civil RICO statutes

providing for enforcement by the State or remedies to the State;

(e) the allegations set forth in the Complaint filed in this action; and

(f) the Advertising, marketing, and sale of SUVs, and Representations concerning SUVs, insofar as they relate to the following:

i. Representations concerning cargo- or load-carrying capacity, spaciousness, or roominess, or the disclosure of Payload Capacity of SUVs;

ii. Representations concerning the steering or handling of SUV's, including Representations that an SUV's "steering," or "handling" or term or phrase of similar import, is "car-like," or words of similar import;

iii. Representations that an SUV or an attribute of an SUV is "best-in-class," or words of similar import;

iv. Representations that any of Ford's SUVs are "safer" or "safest," or term of comparative or superlative import regarding safety;

v. Representations that an entire line of SUVs possesses a quality, characteristic, feature, or attribute that only a subset of the SUV line possesses;

vi. practices with respect to the specification, testing, and purchasing of SUV Tires, recommending inflation pressure for SUV Tires, and disclosing to consumers information about SUV Tire safety and the risks associated with the failure to follow safety disclosures, warnings or instructions about SUV Tire safety to the extent that such claims are based upon laws relating to consumer protection, unfair or deceptive trade practices, or civil RICO statutes providing for enforcement by the State or remedies to the State;

vii. Representations made to Consumers regarding the purpose for any inspection or repair of SUVs to the extent that such claims are based upon laws relating to consumer protection, unfair or deceptive trade practices, or civil RICO statutes providing for enforcement by the State or remedies to

the State; and

viii. Representations, or the adequacy of Representations, made in Ford's SUV Owner Guides, Owner Guide supplements (historically entitled "4-Wheeling with Ford" and currently entitled "Driving Your Truck or SUV"), and made by Ford on or within Ford's SUVs themselves, insofar as they relate to tires, SUV stability, SUV steering and handling, payload capacity, towing, and off-road use;

Collectively, the "Released Claims."

12.2 Notwithstanding the release set forth in Section 12.1 above, the following are excluded and reserved from the scope and terms of the release, and shall not be considered Released Claims under 12.1 above:

(a) private rights of action by Consumers, provided, however, that this Agreed Judgment does not create or give rise to any such private right of action of any kind;

(b) claims for indemnification or contribution by the State based on claims identified in Section 12.2(a);

(c) claims of environmental or tax liability;

(d) criminal liability;

(e) claims for breach of, or enforcement of, warranty or contract, including claims arising under the Motor Vehicle lemon law statutes of any state;

(f) claims for property damage; and

(g) claims to enforce the terms and conditions of this Agreed Judgment.

13. MONITORING FOR COMPLIANCE

13.1 For the purposes of resolving disputes with respect to compliance with Sections 5, 6 and 11 of this Agreed Judgment, duly authorized representatives of the State shall for legally sufficient cause (which shall include, at a minimum, a reasonable basis to believe that Ford has violated a provision of Sections 5, 6 or 11 of this Agreed Judgment) be permitted the following:

(a) reasonable access to inspect and copy all relevant, non-privileged, non-work-product records and documents in the possession, custody or control of Ford that relate to Ford's compliance with each provision of Sections 5, 6 or 11 of this Agreed Judgment as to which legally sufficient cause has been shown; and

(b) reasonable access to take depositions of Ford's employees with relevant knowledge, each of whom may have counsel present, relating to Ford's compliance with each provision of Sections 5, 6 or 11 of this Agreed Judgment as to which legally sufficient cause has been shown.

13.2 Within thirty days of entry of the Florida Order, Ford shall appoint an employee to act as a direct contact for State Attorneys General (or other state or territorial agencies responsible for Consumer complaint handling and mediation) for resolution of Consumer complaints that are covered by the scope of the Investigation. Ford shall notify each State Attorney General of the name, address, telephone and facsimile number of the designated employee no later than thirty days following entry of the Florida Order.

14. PENALTIES FOR FAILURE TO COMPLY

14.1 Violations of the provisions of Sections 5 and 6 of this Agreed Judgment shall be punishable in accordance with the applicable laws of the State.

14.2 The State may assert any claim that Ford has violated this Agreed Judgment in a motion to enforce this Agreed Judgment or, subject to Section 12.1, in a separate civil action, or seek any other relief afforded by law. In any such action or proceeding, relevant evidence of conduct that occurred before the Effective Date shall be admissible on any material issue, including alleged willfulness, intent, knowledge, contempt or breach, provided, however, that in any such action the State shall not seek or be awarded damages, restitution, disgorgement, civil penalties or other monetary relief for any conduct that occurred before the Effective Date and relates to Released Claims.

15. COMPLIANCE WITH ALL LAWS

15.1 Except as expressly provided in this Agreed Judgment, nothing in this Agreed

Judgment shall be construed as:

(a) relieving Ford of its obligation to comply with all state and federal laws, regulations or rules, or granting permission to engage in any acts or practices prohibited by such law, regulation or rule; or

(b) limiting or expanding in any way any right the State or the Attorney General may otherwise have to obtain information, documents or testimony from Ford pursuant to any state or federal law, regulation or rule, or any right Ford may otherwise have to oppose any subpoena, civil investigative demand, motion, or other procedure issued, served, filed, or otherwise employed by the State or the Attorney General pursuant to any such state or federal law, regulation, or rule.

16. NOTICES UNDER THIS AGREED JUDGMENT

16.1 Any notices required to be sent to the State or to Ford by this Agreed Judgment shall be sent by United States mail or certified mail return receipt requested. The documents shall be sent to the following addresses:

For the State of Indiana:

Allen K. Pope, Director
Terry Tolliver, Deputy Attorney General
Indiana Office of the Attorney General
Division of Consumer Protection
302 West Washington Street, IGCS 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-3300
Facsimile: (317) 233-4393

For Ford Motor Company:
General Counsel
Ford Motor Company
One American Road
Dearborn, MI 48216

For the MSEC:
Division Director
Economic Crimes Litigation Unit
Office of the Attorney General
The Capitol
Tallahassee, Florida 32399-1050

For the MSEC:
Division Director
Economic Crimes Litigation Unit
Office of the Attorney General
The Capitol
Tallahassee, Florida 32399-1050

IT IS SO ORDERED, ADJUDGED AND DECREED.

JAN 0 6 2003

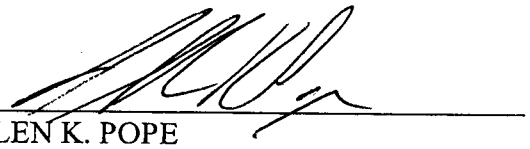
JUDGE, Marion Circuit/Superior Court

JOINTLY APPROVED AND

SUBMITTED FOR ENTRY:

FOR THE STATE OF INDIANA

STEVE CARTER
INDIANA ATTORNEY GENERAL
Attorney No. 4150-64



ALLEN K. POPE
Director, Division of Consumer Protection
Attorney No. 5784-71

TERRY TOLLIVER
Deputy Attorney General
Attorney No. 22556-49
402 West Washington Street, IGCS 5th Floor
Indianapolis, IN 46254
Telephone number: (317) 233-3300

FOR FORD MOTOR COMPANY

BY: John F. Mellen
(Signature)

Name: JOHN F. MELLEN
(Printed Name)

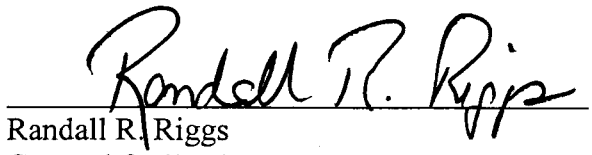
Title: ASSOCIATE GENERAL COUNSEL

Address: 1500 Parklane Towers West
Dearborn, MI 48126

Phone No.: (313) 248-7730

Tax I.D. No.:

FOR FORD MOTOR COMPANY



Randall R. Riggs
Counsel for Ford
Attorney No. 5978-49
LOCKE REYNOLDS, LLP
1000 Capital Center South
201 North Illinois Street
Indianapolis, IN 46204
Telephone: (317) 237-3800

SPECIAL POWER OF ATTORNEY WITH RESPECT TO THE EXECUTION OF AGREED FINAL JUDGMENTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, FORD MOTOR COMPANY, does hereby constitute and appoint John F. Mellen, Robert T. Biskup and Donald J. Lough, and each of them, severally, its true and lawful attorney and agent at any time and from time to time to execute, in its name, and deliver, any and all Agreed Final Judgments (or documents with similar effect) and related documents in connection with the settlement of disputed matters between it and any of the several states or federal territories, arising out of and related to the Firestone/Ford Motor Company multi-state investigation, and to do any and all further acts and things, which said attorney and agent may deem necessary or advisable in order to resolve such disputes. Any one of said attorneys and agents shall have, and may exercise, all of the powers hereby conferred.

IN WITNESS WHEREOF, we have caused this instrument to be executed by our duly authorized representative this 16th day of December, 2002.

FORD MOTOR COMPANY

By: _____
Dennis E. Ross
Vice President -- General Counsel

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

Subscribed and sworn to before me in Wayne County, Michigan, on this 16th day of December, 2002.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal on the day and year of this document as shown above.

_____
Susan M. Kelel
Notary Public

(Notarial Seal)

My Commission Expires: October 18, 2003

SUSAN M. KELEL
Notary Public
Wayne County, Michigan
My Commission Expires
October 18, 2003