

8. Adjustments to Performance Goals, Performance Formula or Performance Criteria. For purposes of determining Awards, the Committee may adjust or modify any of the Performance Goals, Performance Formula and/or the Performance Criteria for any Performance Period in order to prevent the dilution or enlargement of the rights of such Participants under the Plan (i) in the event of, or in anticipation of, any unusual or extraordinary item, transaction, event or development, (ii) in recognition of, or in anticipation of, any other unusual or nonrecurring event affecting the Company or the financial statements of the Company or Ford Motor Credit Company LLC, or in anticipation of, changes in applicable laws, regulations, accounting principles or business conditions, and (iii) for any other reason or circumstance deemed relevant to the Committee in its sole discretion.

9. Determination of Business Performance Factor. As soon as practicable following, but not later than the December 31st immediately following, the end of a Performance Period, the Committee shall determine the Business Performance Factor applicable for the Participant for the Performance Period against the accomplishment of the related Performance Goals for such Participant. The Business Performance Factor shall not exceed 200%. The Committee may, in its sole discretion, use a modified or adjusted Business Performance Factor for determining the amount of individual Awards.

10. Determination of Individual Awards. Subject to achievement of any applicable minimum threshold objectives established under Section 7, fulfillment of the conditions set forth in Section 13, and compliance with the eligibility requirements set forth in Section 5(b), the Committee shall, as soon as practicable following, but not later than the December 31st immediately following, the end of a Performance Period, determine the amount of each Award to be made to a Participant under the Plan for the Performance Period, which amount shall, except as otherwise provided below, be the Business Performance Factor multiplied by the Target Award determined for such Participant for such Period pursuant to Section 9. The Committee may, in its sole discretion, reduce the amount of any Award that otherwise would be awarded to any Participant for any Performance Period. In addition, the Committee may, in its sole discretion, increase the amount of any Award that otherwise would be awarded to any Participant for a Performance Period to an amount that is higher than the applicable Business Performance Factor multiplied by the Target Award based on exceptional individual, unit, division, group or Company performance. A Participant's final Award may be adjusted up or down by their management to reflect their individual performance, except that any matters affecting Section 16 Persons or Executive Participants shall remain with the Committee. Individual Award amounts may be less than (including \$0) or greater than 100% of the related Target Award. Notwithstanding anything contained in the Plan to the contrary, the Committee may determine in its sole discretion not to make an Award to a particular Participant or to all Participants selected to participate in the Plan for any Performance Period.

11. Distribution and Form of Awards.

(a) Timing of Payment. Except as otherwise provided in Section 11(b) or in Section 13, distribution of Awards for a Performance Period shall be made on, or as soon as practicable after, the distribution date for such Awards determined by the Committee, which date shall be on or before March 15 following the end of the applicable Performance Period, but in no event shall such date be later than the December 31 immediately following such March 15, and shall be payable in cash. Except as otherwise provided herein, no Participant shall have the unconditional right to an Award hereunder until the Performance Period has concluded and the exact amount of the Award (if any) has been determined by the Committee in accordance with Section 10. Except as otherwise provided in Section 12, payment of any Award is subject to continued active employment with the Company or any of its Subsidiaries until the date the Award is paid.

(b) Mandatory Deferral of Awards. The Committee shall determine whether, and the extent to which, any Awards under the Plan will be mandatorily deferred and the terms of any such deferral. In no event may any mandatory deferral pursuant to this paragraph be made later than the last day of the sixth month of the applicable Performance Period. Additionally, no mandatory deferral may be made pursuant to this paragraph if, at the time of such mandatory deferral, the amount of any Award subject to such mandatory deferral is substantially certain. In all events, any such deferral shall be effected pursuant to the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Code").

12. Effect of Termination of Employment. Subject to Section 13, and unless otherwise determined by the Committee in its sole discretion and as may be determined in any individual case, the following shall apply with respect to a Participant's Award upon such Participant's Termination of Employment.