

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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FILER

FORD MOTOR CREDIT CO

CIK: **38009** | IRS No.: **381612444** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **001-06368** | Film No.: **94516677**
SIC: **6141** Personal credit institutions

Mailing Address
*PO BOX 6044
THE AMERICAN ROAD
DEARBORN MI 48121*

Business Address
*THE AMERICAN RD
PO BOX 6044
DEARBORN MI 48121
3133223000*

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report

(Date of earliest event reported) March 18, 1994

FORD MOTOR CREDIT COMPANY

(Exact name of registrant as specified in its charter)

INCORPORATED IN DELAWARE

1-6368

38-1612444

(State of other juris-
diction of incorporation)

(Commission File Number)

(IRS Employer
Identification
No.)

THE AMERICAN ROAD, DEARBORN, MICHIGAN

48121

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code 313-322-3000

ITEM 5. OTHER EVENTS

Ford Motor Credit Company, a Delaware corporation (the "Company"), has registered Debt Securities ("Debt Securities") pursuant to Registration Statement No. 33-50295. The Debt Securities were registered on Form S-3 to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933. The Debt Securities are to be issued

under an Indenture dated as of November 1, 1987, between the Company and Continental Bank, National Association. The Company has created a series of Debt Securities under such Indenture in the aggregate principal amount of \$500,000,000. Such series has been designated as the Company's 5 5/8% Notes due March 3, 1997 (the "Notes"). The entire issue of the Notes will be represented by four Global Securities, three, each in the aggregate principal amount of \$150,000,000 and one in the aggregate principal amount of \$50,000,000 (the "Global Securities") except that in certain circumstances as provided in the Indenture, the Global Securities will be exchanged for Notes in definitive form (the "Definitive Notes"). Copies of the form of specimen Global Security and form of Definitive Note are being filed as exhibits to this Report.

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS.

EXHIBITS

DESIGNATION	DESCRIPTION	METHOD OF FILING
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Exhibit 4.1	Form of specimen Global Security relating to Ford Motor Credit Company's 5 5/8% Notes Due March 3, 1997.	Filed with this Report
Exhibit 4.2	Form of specimen Definitive Note relating to Ford Motor Credit Company's 5 5/8% Notes Due March 3, 1997.	Filed with this Report

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized on the date indicated.

FORD MOTOR CREDIT COMPANY
(Registrant)

Date: March 18, 1994

By: /s/ R. P. Conrad

R. P. Conrad
Assistant Secretary

EXHIBIT INDEX

DESIGNATION	DESCRIPTION
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Exhibit 4.2	Form of Definitive Note relating to Ford Motor Credit Company's 5 5/8% Notes Due March 3, 1997.

[FORM OF GLOBAL SECURITY]

EXCEPT AS OTHERWISE PROVIDED IN SECTION 2.05 OF THE INDENTURE, THIS SECURITY MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE DEPOSITORY OR TO A SUCCESSOR DEPOSITORY OR TO A NOMINEE OF SUCH SUCCESSOR DEPOSITORY.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL insomuch as the registered owner hereof, Cede & Co., has an interest herein.

FORD MOTOR CREDIT COMPANY
\$150,000,000

R1

CUSIP

5 5/8% Notes due March 3, 1997

FORD MOTOR CREDIT COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of ONE HUNDRED FIFTY MILLION DOLLARS (\$150,000,000) on March 3, 1997, and to pay interest thereon from March 23, 1994 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on March 3 and September 3 in each year, commencing September 3, 1994, at the rate of 5 5/8% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the February 17 or August 20 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date.

Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder hereof on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the

Trustee, notice whereof shall be given to the Holder hereof not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Payment of the principal of and any interest on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, the City and State of New York, or the City of Chicago, the State of Illinois, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts and in immediately available funds; provided, however, that at the option of the Company, payment of interest may be made by wire transfer of immediately available funds to an account of the Person entitled thereto as such account shall be provided to the Security Registrar and shall appear in the Security Register.

This Security is one of the duly authorized securities of the Company (herein called the "Securities") issued and to be issued in one or more series under an Indenture dated as of November 1, 1987 (the "Indenture"), between the Company and Continental Bank, National Association, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of Securities represented hereby), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is a Global Security representing \$150,000,000 aggregate principal amount of the Company's 5 5/8% Notes Due March 3, 1997, limited in aggregate principal amount to \$500,000,000.

This Global Security is not subject to redemption.

If an Event of Default with respect to this Global Security shall occur and be continuing, the principal hereof may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 66 2/3% in principal amount of the Outstanding Securities of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Outstanding Securities of each series, on behalf of the Holders of all Outstanding Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by

the Holder of this Global Security shall be conclusive and binding upon such Holder and upon all future Holders of this Global Security and of any Global Security issued upon the registration of transfer hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Global Security.

No reference herein to the Indenture and no provision of this Global Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the amount of principal of and interest on this Global Security herein provided, and at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, particularly the limitation set forth in Section 2.05(b) of the Indenture, the transfer of this Global Security is registrable in the Security Register, upon surrender of this Global Security for registration of transfer at the office or agency of the Company in any place where the principal of and interest on this Global Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon a new Global Security of this series for the same aggregate principal amount will be issued to the designated transferee or transferees.

No service charge shall be made for any such registration of transfer, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Global Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Global Security is registered as the owner hereof for all purposes, whether or not this Global Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Upon the occurrence of an event described in Section 2.05 (c) of the Indenture, the Holder hereof shall surrender this Global Security to the Trustee for cancellation whereupon, in accordance with said Section 2.05 (c), the Company will execute and the Trustee will authenticate and deliver Securities of this series in definitive registered form without coupons, in denominations of \$5,000 and any integral multiple thereof, and in an aggregate principal amount equal to the principal amount of this Global Security in exchange for this Global Security.

All terms used in this Global Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the certificate of authentication hereon has been executed by the

Trustee by manual signature, this Global Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, Ford Motor Credit Company has caused this instrument to be signed by its Chairman of the Board, or its President, or one of its Vice Presidents, and by its Treasurer or one of its Assistant Treasurers, manually or in facsimile, and its corporate seal to be imprinted hereon.

Dated: March 23, 1994

FORD MOTOR CREDIT COMPANY

By Specimen

Chairman of the Board

[CORPORATE SEAL]

By Specimen

Treasurer

Attest:
Assistant Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is the Global Security of the series designated therein referred to in the within-mentioned Indenture.

CONTINENTAL BANK,
NATIONAL ASSOCIATION, As Trustee,

By Specimen

Authorized Officer

FOR VALUE RECEIVED, the undersigned hereby sells,
assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

(Print or Type Name and Address including Zip Code of Assignee)

the within Global Security, and all rights thereunder, hereby irrevocably
constituting and appointing

-----attorney
to transfer said Global Security on the books of the Company, with full power
of substitution in the premises.

Dated:

NOTE: The signature to this assignment must correspond with the name as
written upon the face of the within Global Security in every particular
without alteration or enlargement or any change whatsoever and must be
guaranteed by a commercial bank or trust company having its principal office
or correspondent in The City of New York or by a member of the New York Stock
Exchange.

[FORM OF FACE OF NOTE]

FORD MOTOR CREDIT COMPANY

NO.

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5 5/8% Notes Due March 3, 1997

FORD MOTOR CREDIT COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to -----, or registered assigns, the principal sum of ----- DOLLARS on March 3, 1997, and to pay interest thereon from March 23, 1994 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on March 3 and September 3 in each year, commencing September 3, 1994, at the rate of 5 5/8% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the February 17 or August 20 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Payment of the principal of and any interest on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, the City and State of New York, or the City of Chicago, the State of Illinois, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts and in immediately available funds; provided, however, that at the option of the Company, payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Security set

forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, Ford Motor Credit Company has caused this instrument to be signed by its Chairman of the Board, or its President, or one of its Vice Presidents, and by its Treasurer or one of its Assistant Treasurers, manually or in facsimile, and a facsimile of its corporate seal to be imprinted hereon.

Dated: FORD MOTOR CREDIT COMPANY

By

[CORPORATE SEAL] By

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Continental Bank, National Association,
As Trustee,

By

Authorized Officer

[FORM OF REVERSE OF NOTE]

FORD MOTOR CREDIT COMPANY

5 5/8% Notes Due March 3, 1997

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities") issued and to be issued in one or more series under an Indenture dated as of November 1, 1987 (the "Indenture"), between the Company and Continental Bank, National Association, Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder

of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the Securities of the series designated on the face hereof, limited in aggregate principal amount to \$300,000,000.

The Securities of this series are not subject to redemption.

If an Event of Default with respect to the Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 66 2/3% in principal amount of the Outstanding Securities of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Outstanding Securities of each series, on behalf of the Holders of all Outstanding Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the amount of principal of and interest on this Security herein provided, and at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$5,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like

aggregate principal amount of Securities of this series of different authorized denominations as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.