

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of February __, 2008, between Dana Companies LLC, a limited liability company organized and existing under the laws of the Commonwealth of Virginia ("Reorganized Dana"), and the Ohio Environmental Protection Agency (the "OEPA"). Each of Reorganized Dana and the OEPA may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on March 3, 2006 (the "Petition Date"), Dana Corporation ("Dana") and 40 of its affiliates (collectively, the "Debtors" and subsequent to their emergence from bankruptcy, the "Reorganized Debtors") filed petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and the Debtors' chapter 11 cases (collectively, the "Dana Bankruptcy Cases") are being jointly administered under Case Number 06-10354 (BRL);

WHEREAS, prior to the Petition Date, the Debtors operated a manufacturing facility at 1215 Greenwood Street in Bellefontaine, Ohio (the "Bellefontaine Facility"), and a manufacturing facility at 4100 Bennett Road in Toledo, Ohio (the "Bennett Road Facility");

WHEREAS, operations at the Bellefontaine Facility and the Bennett Road Facility allegedly caused certain onsite and offsite environmental contamination, including, with respect to the Bennett Road Facility, contamination caused as a result of the generation of hazardous substances at the Bennett Road Facility that were disposed of at the Dura, Stickney and Tyler landfills located in Toledo, Ohio (collectively the "Municipal Landfills");

WHEREAS, on September 21, 2006, the OEPA filed proof of claim number 12497 ("Claim No. 12497") in the Dana Bankruptcy Cases asserting general unsecured and priority claims against Dana, pursuant to applicable state and federal statutes, for incurred and unincurred costs in the estimated amount of (i) \$3,932,426.85 for environmental response costs associated with the Debtors' former facility in Caldwell, Ohio (the "Caldwell Facility"), (ii) \$893,600.15 for environmental response costs associated with the Bellefontaine Facility and (iii) \$41,104,292 for environmental response costs to clean up certain sediments of the Ottawa River allegedly contaminated by leachate runoff from the Municipal Landfills;

WHEREAS, on September 21, 2006, the OEPA also filed in the Dana Bankruptcy Cases (i) proof of claim number 12498 ("Claim No. 12498") asserting general unsecured and priority claims against Debtor Glacier Vandervell Inc. in an estimated amount of at least \$3,932,426.85 for the anticipated costs the OEPA would incur to remediate the Caldwell Facility and (ii) proof of claim number 12499 ("Claim No. 12499") asserting general unsecured and priority claims against Debtor Dana Atlantic, LLC, pursuant to applicable state and federal statutes, for the incurred and anticipated costs to remediate the Bellefontaine Facility in the amount of \$893,600.15;

WHEREAS, Claim No. 12498 was disallowed and expunged pursuant to the Bankruptcy Court's Order Disallowing Certain Environmental Claims Filed by the State of Ohio (Docket No. 6581) entered on October 17, 2007;

WHEREAS, on November 23, 2007, the OEPA filed in the Dana Bankruptcy Cases proof of claim number 14993 ("Claim No. 14993") and, collectively with Claim No. 12497 and 12499, the "OEPA Claims", which amended Claim No. 12497 to (i) include the assertion that Dana caused contamination of Sibley Creek, a tributary of the Ottawa River, through discharges and runoff from the Bennett Road Facility and (ii) reduce the amount of the claim in respect of Ottawa River and Sibley Creek to \$1,060,000;

WHEREAS, on December 26, 2007, the Bankruptcy Court entered an order (the "Confirmation Order") (Docket No. 7509) confirming the Debtors' Third Amended Joint Plan of Reorganization (as modified and confirmed, the "Plan");

WHEREAS, the Plan became effective on January 31, 2008; and

WHEREAS, the Parties have reached agreement to resolve the OEPA Claims on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, after good faith, arms' length negotiations without collusion, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms:

1. Compliance With Claims Monitor Review Procedures Required. The Parties acknowledge that this Settlement Agreement is subject to Section V.G.3 of the Plan, as specifically modified by the First Modifications to the Plan attached as Appendix II to the Confirmation Order, and will not become effective and binding until the Reorganized Debtors have complied with the procedures for proposed settlements set forth therein. No later than five business days after the Parties' execution of this Settlement Agreement, the Reorganized Debtors will serve a notice of the settlement (the "Notice of Proposed Settlement") on the Claims Monitor, as such term is defined in the Plan. This Settlement Agreement shall then become binding and effective without Bankruptcy Court approval if (i) the Claims Monitor does not provide the Reorganized Debtors with written notice of an objection to this Settlement Agreement (a "Notice of Objection") within 15 days of receipt of the Notice of Proposed Settlement or (ii) a timely Notice of Objection is consensually resolved with the Claims Monitor. If the Claims Monitor timely submits a Notice of Objection, and the objection is not consensually resolved, this Settlement Agreement will not become binding and effective unless and until the Bankruptcy Court approves the settlement. A copy of the Notice of Proposed Settlement is attached hereto as Exhibit A.

2. Treatment of the OEPA Claims. In full and final settlement of the OEPA Claims and all claims that were or could have been asserted therein or in connection therewith, Reorganized Dana agrees to and shall provide to the OEPA, and the OEPA agrees to and shall accept, (i) an allowed claim in the amount of \$763,238.19 as a general unsecured, nonpriority claim against Dana's bankruptcy estate, and (ii) an allowed claim in the amount of \$14,776.58 as an administrative claim against Dana's bankruptcy estate. Accordingly, to reflect the foregoing settlement, Claim No. 14993 shall be allowed as (i) an administrative expense claim in the amount of \$14,776.58, and (ii) a general unsecured, nonpriority claim in the amount of

\$763,238.19 (the "Allowed Claim"), and Claim No. 12497 and Claim No. 12499 shall be disallowed and expunged in their entirety. Upon such allowance, Reorganized Dana, on behalf of itself and its affiliated Reorganized Debtors, waives any right that any of the Reorganized Debtors may have to further object to the Allowed Claim or to seek any further modification whatsoever to the Allowed Claim. The Allowed Claim shall be subject to the treatment provided for Class 5B general unsecured, nonpriority claims under the Plan.

3. Releases. Subject to this Settlement Agreement becoming binding and effective, in respect of the mutual promises and other consideration recited in this Settlement Agreement, and except to the limited extent necessary for the allowance of the Allowed Claim as provided above, the OEPA hereby waives, releases, remises, covenants not to sue and forever discharges Reorganized Dana, the Debtors, the Reorganized Debtors and their respective subsidiaries, affiliates, representatives, attorneys, predecessors in interest, successors in interest, agents and assigns from and against (i) any and all actions, causes of action, claims, demands, accounts, liens, debts, attorneys' fees, expenses, costs and liabilities (collectively "Claims"), whether asserted or unasserted, that were or could have been, or hereafter may be asserted on account of or related to the Bellefontaine Facility, the Bennett Road Facility, any other facilities in Ohio that the Debtors no longer owned or operated on the date the Plan was confirmed, any contamination of the Ottawa River or Sibley Creek or any contamination allegedly caused in whole or in part by any materials disposed of by the Debtors at the Municipal Landfills, but only to the extent such Claims are currently known, or reasonably should have been known, and (ii) any and all Claims, whether known or unknown, whether asserted or unasserted, on account of or related to PCB, PAH or metals contamination emanating from the Bennett Road Facility into the Ottawa River, the Northern Maumee Bay or Sibley Creek; provided, however, that the foregoing release shall not operate to release any environmental liability that the Debtors or Reorganized Debtors may have as an owner or operator of real property owned or operated by a Debtor or Reorganized Debtor on or after the date that the Plan was confirmed and provided further that the foregoing release shall not apply to any environmental liability relating to the Caldwell Facility and the Parties reserve their respective rights with respect thereto.

4. Treatment of Unreleased Prepetition Liabilities.

(A) All liabilities and obligations of the Debtors to the OEPA under CERCLA, Chapters 3734, 3745 or 6111 of the Ohio Revised Code, or any other similar federal or state law or common law, whether known or unknown, that arise from prepetition acts, omissions or conduct of the Debtors or their predecessors, including without limitation the prepetition generation, transportation, disposal or release of hazardous wastes or materials or the prepetition ownership or operation of hazardous waste facilities (a "Prepetition Liability" and collectively, "Prepetition Liabilities"), shall be discharged under section 1141 of the Bankruptcy Code pursuant to the terms of the Plan, and the OEPA shall receive no distributions in the Dana Bankruptcy Cases or other payment with respect to such Prepetition Liabilities other than distributions in respect of the Allowed Claim or payments as provided for in this paragraph 4. To the extent not released pursuant to paragraph 3 above, such Prepetition Liabilities shall be treated and liquidated as unsecured claims and paid on the terms specified herein.

(B) If OEPA undertakes or oversees response activities in the ordinary course with respect to any site in Ohio and believes that the Debtors' prepetition acts, omissions or

conduct contributed to the need for such response activities, the OEPA may seek a determination of the Prepetition Liability, if any, of the Debtors, to the extent not released pursuant to paragraph 3 above, and may seek to obtain and liquidate a judgment of liability of the Debtors or enter into a settlement with the Reorganized Debtors in the manner and before the administrative or judicial tribunal in which OEPA's claims would have been resolved or adjudicated if the Dana Bankruptcy Cases had never been commenced. However, so long as the Reorganized Debtors are in substantial compliance with this Settlement Agreement, the OEPA shall not issue or cause to be issued any unilateral order or seek any injunction against Reorganized Dana, the Reorganized Debtors or their affiliates under CERCLA, Chapter 3734, 3745 or 6111 of the Ohio Revised Code or any other similar federal or state law or common law, arising from any prepetition acts, omissions or conduct of the Debtors or their predecessors.

(C) The OEPA and the Reorganized Debtors will attempt to settle each unreleased Prepetition Liability asserted by the OEPA against the Debtors on a basis that is fair and equitable under the circumstances; but nothing in this sentence shall create an obligation of the OEPA that is subject to judicial review.

(D) In any action or proceeding with respect to an unreleased Prepetition Liability, the Reorganized Debtors and the OEPA reserve any and all rights, claims and defenses they would have been entitled to assert had the Prepetition Liability been liquidated in the ordinary course or during the course of the Dana Bankruptcy Cases, including without limitation any argument that joint and several liability should or should not be imposed upon the Debtors. Nothing herein shall be construed to limit the parties' rights to assert any and all rights, claims and defenses they may have in actions or proceedings involving other parties.

(E) Notwithstanding the foregoing, this paragraph 4 shall not apply to any environmental liability relating to the Caldwell Facility, and the Reorganized Debtors and the OEPA reserve all rights, claims and defenses in respect of any assertion of liability relating to the Caldwell Facility, including the Reorganized Debtors' right to assert that such liabilities have been discharged pursuant to the Plan and Confirmation Order and the OEPA's right to assert that such liabilities have not been discharged pursuant to the Plan and Confirmation Order.

5. Payment of Claims in Respect of Unreleased Prepetition Liabilities. In the event that any Claim in respect of an unreleased Prepetition Liability is liquidated pursuant to Paragraph 4 by settlement or final judgment to a determined amount (the "Determined Amount"), the applicable Reorganized Debtor with which such settlement is made or against which such judgment is entered will satisfy such Claim within 30 days after the date on which the settlement or judgment is final and effective by providing the OEPA the "Distribution Amount." The Distribution Amount shall be the value of the consideration that would have been distributed under the Plan to the OEPA if the Determined Amount had been an Allowed Class 5B general unsecured non-priority claim in such amount under the Plan. The applicable Reorganized Debtor may, in its sole discretion, pay the Distribution Amount in cash or in the same form (i.e., stock) as was distributed under the Plan to holders of Allowed Class 5B Claims. For purposes of determining the value of the stock that would have been distributed under the Plan to the OEPA if the Determined Amount had been an Allowed Class 5B Claim, the value shall be the reported closing sales price for the stock, on the New York Stock Exchange or on the

principal national securities exchange on which the security is listed, on the date initial distributions are made to holders of Allowed Class 5B Claims.

6. Distribution Instructions. Distributions to the State of Ohio shall be sent to:

Fiscal Officer, Remedial Response Program
Division of Emergency and Remedial Response
Ohio EPA
50 West Town Street
Columbus, OH 43216

Distributions under this Settlement Agreement shall be deposited into the Environmental Protection Remediation Fund, an interest-bearing account, and may, inter alia, be expended on, or used to reimburse for, costs related to clean-up of the sites which are the subject of this Settlement Agreement.

7. Contribution Protection. With respect to matters addressed in this Settlement Agreement, the Parties hereto agree that this Settlement Agreement constitutes an administrative settlement for purposes of CERCLA section 113(f)(2), 42 U.S.C. § 9613(f)(2), pursuant to which the Debtors have resolved their liability to the State of Ohio, and that, subject to this Settlement Agreement becoming binding and effective, the Reorganized Debtors are entitled to contribution protection as to any liable persons who are not parties to this Settlement Agreement, as provided by CERCLA section 113(f)(2), 42 U.S.C. § 9613(f)(2). The "matters addressed" in this Settlement Agreement are all investigative and remedial actions taken or to be taken and all response costs incurred or to be incurred by the OEPA or any other person relating to the Bellefontaine Facility and the Bennett Road Facility, and to the Municipal Landfills, the Ottawa River, the Northern Maumee Bay and Sibley Creek.

8. Voluntary Agreement. Each Party acknowledges that it has read all of the terms of this Settlement Agreement, has had an opportunity to consult with counsel of its own choosing or voluntarily waived such right and enters into this Settlement Agreement voluntarily and without duress.

9. Costs. Each Party shall bear its own attorneys' fees and costs in connection with the negotiation and drafting of this Settlement Agreement and the drafting, filing and service of the Settlement Notice and, to the extent necessary, any other actions necessary to obtain approval of and implement this Settlement Agreement.

10. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Settlement Agreement. Delivery of a signature page to this Settlement Agreement by facsimile or other electronic means shall be effective as delivery of the original signature page to this Settlement Agreement.

11. Joint Drafting. This Settlement Agreement shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Settlement Agreement, no provision shall be construed and interpreted for or against either of the Parties because such

provision or any other provision of the Settlement Agreement as a whole is purportedly prepared or requested by such Party.

12. Entire Agreement. This document contains the entire Settlement Agreement between the Parties, and may only be modified in writing signed by the Parties or their duly appointed agents. All prior agreements and understandings between the Parties concerning the subject matter hereof are superseded by the terms of this Settlement Agreement.

13. Successors and Assigns. This Settlement Agreement shall be binding on and inure to the benefit of the Parties and their respective agents, employees, affiliates, successors and assigns.

14. Authority. Each Party represents and warrants that each person who executes this Settlement Agreement on its behalf is duly authorized to execute this Settlement Agreement on behalf of the respective Party (in the case of Dana, subject to compliance with the Plan procedures for Claims Monitor oversight set forth in paragraph 1 above) and that such Party has full knowledge of and has consented to this Settlement Agreement.

15. Disputes. Any disputes arising under or in connection with this Settlement Agreement shall be subject to the exclusive jurisdiction of the Bankruptcy Court.

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Dated the ___ day of February, 2008.

THE OHIO ENVIRONMENTAL
PROTECTION AGENCY

DANA COMPANIES LLC

Signature: Michelle T. Sutter

Signature: _____

Name: Michelle T. Sutter

Name: Mike DeBacker

Title: Assistant Attorney General

Title: President

Date: 2/21/08

Date: _____

EXHIBIT A